

# State of Delaware



Office of Secretary of State

*J. Eugene Bunting, Secretary of State of the State of Delaware,*

**Do hereby certify** that the above and foregoing is a true and correct copy of Certificate of Agreement of Merger of the "HAWAII AUDIO-VISUAL CENTER, INC.", a corporation organized and existing under the laws of the State of Hawaii, merging with and into the "BOISE CASCADE CORPORATION", a corporation organized and existing under the laws of the State of Delaware, under the name of "BOISE CASCADE CORPORATION", as received and filed in this office the fifth day of October, A.D. 1970, at 10 o'clock A.M.;

And I do hereby further certify that the aforesaid Corporation shall be governed by the laws of the State of Delaware.

In Testimony Whereof, I have hereunto set my hand  
and official seal at Dover this twenty-seventh day  
of October in the year of our Lord  
one thousand nine hundred and seventy.

*Eugene Bunting*

Secretary of State

*R. H. Caldwell*

Asst. Secretary of State

AGREEMENT AND PLAN OF MERGER

between

BOISE CASCADE CORPORATION, a  
Delaware Corporation (the  
Surviving Corporation)

and

HAWAII AUDIO-VISUAL CENTER, INC.  
a Hawaiian Corporation  
(the Merging Corporation)

THIS AGREEMENT AND PLAN OF MERGER, dated the 8th day of September, 1970, between BOISE CASCADE CORPORATION, a Delaware corporation (hereinafter referred to as "Boise" and sometimes called the "Surviving Corporation"), and HAWAII AUDIO-VISUAL CENTER, INC., a Hawaiian corporation (hereinafter referred to as "Company" and sometimes called the "Merging Corporation"), (which two Corporations are hereinafter sometimes referred to as the "Constituent Corporations" and each of which two Corporations shall be deemed to be a "party to a reorganization" as defined in Section 368(b) of the Internal Revenue Code of 1954, as amended to the date of this Agreement).

WITNESSETH:

WHEREAS, Boise was organized under and is now existing by virtue of the General Corporation Law of the State of Delaware, and Company was organized and is now existing under the General Corporation Law of the State of Hawaii; and

WHEREAS, Boise has an authorized capital of 50,000,000 shares of common stock, with a par value of \$2.50 each, of which on the 18th day of March, 1970, 29,274,976 shares were issued and outstanding or held in its treasury, and 10,000,000 shares of preferred stock, without par value, issuable in series, of which on the 18th day of March, 1970, 85,285 shares of \$3.00 cumulative convertible preferred stock, Series A, were issued and outstanding; and

WHEREAS, Company has an authorized capital of 1,000 shares of common stock, at a par value of \$10.00 each, of which on the 8th day of September, 1970, 1,000 shares were issued and outstanding and no shares were held in its treasury; and

WHEREAS, the Board of Directors of the Constituent Corporations deem it advisable and in the best interest of their respective Corporations and stockholders that Company merge with and into Boise in accordance with the provisions of the applicable statutes of both the State of Delaware and the State of Hawaii, and, therefore, have entered into an Agreement of this date in connection with a statutory merger under Section 368(a)(1)(A) of the Internal Revenue Code of 1954, as amended to the date of this Agreement;

NOW, THEREFORE, the two Corporations agree, each with the other, to merge into a single corporation, which shall

be Boise, one of the Constituent Corporations, pursuant to the laws of both the State of Delaware and the State of Hawaii, and agree upon and prescribe the terms and conditions of this statutory merger, the mode of carrying it into effect, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation, as follows:

FIRST: On the effective date of the merger (herein referred to as the "Effective Date"), the Company shall be merged with and into Boise and the separate existence of the Company shall cease; the Constituent Corporations shall become a single corporation called "Boise Cascade Corporation"; Boise shall be the Surviving Corporation.

SECOND: The Restated Certificate of Incorporation of Boise in effect immediately prior to the Effective Date, as heretofore amended and restated, shall continue to be the Restated Certificate of Incorporation of the Surviving Corporation, until amended in accordance with the General Corporation Law of Delaware.

THIRD: The Bylaws of Boise in effect immediately prior to the Effective Date shall continue to be the Bylaws of the Surviving Corporation until altered or repealed in the manner provided by such Bylaws and the General Corporation Law of the State of Delaware.

FOURTH: The Directors of Boise immediately prior to the Effective Date shall continue to be the Directors of the

Surviving Corporation and shall continue to hold office for the term specified in the Bylaws of the Surviving Corporation and until their respective successors are duly elected and qualified.

FIFTH: The officers of Boise immediately prior to the Effective Date shall continue to be officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall otherwise determine.

SIXTH: The treatment of the shares of Boise and of the outstanding options and rights to purchase its shares and the manner of converting shares of the Company into shares of Boise common stock shall be as follows:

1. Each share of Boise common stock which is issued and outstanding or held in its treasury immediately prior to the Effective Date shall continue to be one full-paid and nonassessable share of Boise common stock of the par value of \$2.50.

2. Each share of preferred stock of Boise which is issued and outstanding immediately prior to the Effective Date shall continue to be one full-paid and nonassessable share of Boise preferred stock without par value.

3. All options and rights to purchase or acquire shares of Boise common stock outstanding immediately prior to the Effective Date shall continue to be outstanding and effective according to their terms.

4. Each share of common stock of the Company which is issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger, be converted into and become, without action on the part of the holder of each share, 2.307 full-paid and nonassessable shares of the common stock of Boise, with a par value of \$2.50; provided, however, that no fractional shares shall be issued, but in lieu thereof cash shall be paid to the holder thereof, based on the market value of such fractional share on the Effective Date. Each outstanding certificate for common stock of the Company shall be deemed for corporate purposes to evidence ownership of the number of full shares of the common stock of Boise into which the same shall have been converted on the basis set forth above.

As soon as practicable after the Effective Date, the issued and outstanding certificates for shares of the Company (except for those certificates representing shares in respect of which the holders shall be pursuing their remedy as dissenting shareholders in accordance with the laws of the State of Hawaii) shall be surrendered for cancellation in the manner specified by Boise. Boise shall promptly thereafter issue in the name of and deliver to the holder who surrendered such Company certificate, new certificates representing eighty percent (80%) (to the nearest whole share) of the number of shares of common stock of Boise exchangeable for such surrendered shares in accordance with the terms and provisions

hereof. Concurrently therewith, Boise shall issue in the name of such holder new certificates representing the balance of the number of shares of common stock of Boise exchangeable for such surrendered shares and shall deliver such certificates to the First Hawaiian Bank, to be held in escrow for a period of two years from the Effective Date, unless the escrow is sooner terminated by Boise. The escrow shall provide that the interests of the holder in the certificates and the shares are not assignable or transferable by the holder during the escrow period, and no judgment, writ or court order purporting to transfer, terminate, encumber or otherwise affect their rights during the escrow period will be valid or effective (provided that this shall not apply to or impair the validity or effectiveness of any assignment, transfer, judgment, writ or court order made after the expiration of such escrow period, or apply to or impair the validity or effectiveness of a foreclosure after the expiration of such period of a pledge or other hypothecation of such rights created by the holder during such period), and further, that the holder is entitled to and shall have all dividends, distributions and voting rights attributable to the shares represented by the certificates delivered in escrow.

5. Until a holder of issued and outstanding stock of the Company shall have surrendered the same for exchange, as provided for in this Agreement, no dividend payable to

holders of record of Boise common stock as of any date subsequent to the Effective Date shall be paid to such holder with respect to the Boise common stock represented by such certificates, but, upon surrender and exchange thereof, there shall be paid to the record holder of such certificates an amount with respect to such shares of Boise common stock equal to all dividends (without interest thereon) which shall have been thus withheld.

6. On the Effective Date, all shares of the common stock of Company which may then be held in its treasury shall be cancelled and retired, and no shares of Boise stock shall be issued in respect thereof.

7. The Surviving Corporation agrees that it may be served with process in the State of Hawaii, and irrevocably appoints the Director of Regulatory Agencies of the State of Hawaii, or, in his absence, the Deputy Director, as its agent to accept service of process in any proceeding based upon any cause of action against the Company arising in Hawaii prior to the Effective Date, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Company against the Surviving Corporation.

SEVENTH: On the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as a private nature of each of the Constituent Corporations, and shall become subject to all the

restrictions, disabilities and duties of each of the Constituent Corporations. All property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account shall be vested in the Surviving Corporation. All property, rights, assets, privileges, powers, franchises and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to the real estate, if any, vested by deed or otherwise vested in either of the Constituent Corporations shall not revert or in any way be impaired by reason of the merger contemplated by this Agreement; provided, however, that all rights of creditors and all liens on any property of either of the Constituent Corporations shall be preserved unimpaired and all debts, liabilities, obligations and duties of each of the Constituent Corporations shall thenceforth be attached to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

EIGHTH: Between the date of this Agreement and the Effective Date, the Company shall not issue nor cause to be issued any additional shares of its capital stock, and the number of shares of the capital stock of the Company issued and outstanding on said Effective Date shall not exceed the number of shares issued and outstanding on the

date of this Agreement.

NINTH: This Agreement and Plan of Merger has been approved by the Board of Directors of each of the Constituent Corporations, and shall be submitted for consideration and the requisite vote by the stockholders of the Company at a meeting of such stockholders duly held for that purpose. This Agreement and Plan of Merger shall be certified by the Secretary or an Assistant Secretary of Boise, under the seal thereof, as to the fact that a vote of the stockholders of Boise is not required. This Agreement and Plan of Merger, when duly adopted by the requisite vote of the stockholders of the Company, shall be certified as to this fact by the Secretary of the Company under the seal thereof, and shall be acknowledged on behalf of each of the Constituent Corporations by the respective President or Vice President and Secretary or Assistant Secretary thereof. This Agreement and Plan of Merger, when so adopted, certified and acknowledged, shall be filed for record in the office of the Secretary of State of the State of Delaware and recorded in the office of the Recorder of Deeds in New Castle County, State of Delaware, all in accordance with the applicable provisions of the General Corporation Law of Delaware, and shall be filed with the Director of Regulatory Agencies of the State of Hawaii in accordance with the applicable provisions of the General Corporation Law of the State of Hawaii. The officers of each of the Constituent

Corporations shall execute all such documents and shall take such other action as may be necessary or advisable to make this Agreement and Plan of Merger effective. Notwithstanding the foregoing, this Agreement and Plan of Merger and the merger herein provided for may, at any time before it becomes effective, be terminated and abandoned pursuant to any agreement in effect between the Constituent Corporations.

TENTH: The Effective Date provided for by this Agreement and Plan of Merger shall be the date on which the last act required to complete the merger under the respective laws of the States of Delaware and Hawaii is performed.

ELEVENTH: All notices and other communications provided for or required by this Agreement to be given by any party to another party shall be in writing and delivered personally or mailed by United States certified mail, postage prepaid, and addressed as follows:

To the Surviving Corporation:

Boise Cascade Corporation  
P. O. Box 200  
Boise, Idaho 83701

Attention: John E. Clute  
Vice President & General Counsel

To the Merging Corporation:

Hawaii Audio-Visual Center, Inc.  
311 Keawe Street  
Honolulu, Hawaii 96813

Attention: Mr. Thomas E. Leedham

or to such other addresses or to the attention of such other persons as either party may by notice from time to time designate.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized and designated officers of each of the Constituent Corporations, and their respective corporate seals have been affixed hereto, all as of the day and year first above written.

CORPORATE SEAL

BOISE CASCADE CORPORATION  
(Surviving Corporation)

By

*J. Randall*  
Vice President

ATTEST:

*W. P. Gaiser*  
Asst. Secretary

CORPORATE SEAL

HAWAII AUDIO-VISUAL CENTER, INC.  
(Merging Corporation)

By

*Thomas E. Leedham*  
President

ATTEST:

*Edward M. Leedham*  
Secretary

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 8th day of September, 1970, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared GORDON C. RANDALL and W. P. GEISLER, known to me to be the VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of Boise Cascade Corporation, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARIAL SEAL

Nancy J. Davis  
Notary Public in and for the State  
of Idaho residing at Boise.  
My commission expires: July 5, 1972

STATE OF HAWAII )  
 ) ss.  
County of Honolulu )

On this 8th day of Sept., 1970, before me, the undersigned, a Notary Public for the State of Hawaii, personally appeared THOMAS E. LEEDHAM and ELEANOR M. LEEDHAM, known to me to be the President and Secretary, respectively, of HAWAII AUDIO-VISUAL CENTER, INC., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARIAL SEAL

John E. Chum  
Notary Public for the State of  
Hawaii residing at First Judicial  
Circuit.  
My commission expires: 9-15-73

STATE OF IDAHO           )  
                              ) ss.  
County of Ada            )

BE IT REMEMBERED that on this 25th day of September, 1970, personally came before me, a Notary Public in and for the County and State aforesaid, Gordon C. Randall, Vice President of Boise Cascade Corporation, a corporation of the State of Delaware, and he duly executed said Agreement of Merger before me and acknowledged the said Agreement of Merger to be his act and deed and the act and deed of said corporation and the facts stated therein are true; and that the seal affixed to said Agreement of Merger and attested by the Assistant Secretary of said corporation is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.


NOTARIAL SEAL

Mary J. Davis  
Notary Public

I, W. P. Geisler, Assistant Secretary of Boise Cascade Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Hawaii Audio-Visual Center, Inc., a corporation of the State of Hawaii was duly adopted pursuant to subsection (F) of section 251 of Title 8 of the Delaware Code of 1953, without any vote of the stockholders of the surviving corporation; and that the Agreement of Merger does not amend in any respect the certificate of incorporation of the surviving corporation, and the authorized unissued shares or the treasury shares of any class of the surviving corporation if any are to be issued or delivered under the plan of merger do not exceed 15 per cent of the shares of the surviving corporation of the same class outstanding immediately prior to the effective date of the merger; and that the outstanding shares of the corporation were such as to render subsection (F) of section 251 of Title 8 of the Delaware Code of 1953 applicable; and that its Agreement of Merger was thereby adopted by action of the Board of Directors of said Boise Cascade Corporation, and is the duly adopted agreement and act of the said corporation.

WITNESS my hand and seal of said Boise Cascade Corporation on this 25th day of September, 1970.

CORPORATE SEAL

  
Assistant Secretary

*OK*

THE ABOVE AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, and the General Corporation Law of the State of Hawaii, the President or Vice President of each corporate party thereto does now hereby execute the said Agreement of Merger and the Secretary or Assistant Secretary of each corporate party thereto does now hereby attest the said Agreement of Merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 18th day of September, 1970.

BOISE CASCADE CORPORATION

CORPORATE SEAL

By: *o/y*

*John Daniel*  
Vice President

ATTEST:

*W.D. Givler*  
Assistant Secretary

CORPORATE SEAL

HAWAII AUDIO-VISUAL CENTER, INC.

By:

*Thomas Leckham*  
President

ATTEST:

*Eleanor S. Leckham*  
Secretary

STATE OF HAWAII

City &

County of

Honolulu

ss.

BE IT REMEMBERED that on this <sup>22nd</sup> 18th day of September, 1970, personally came before me, a Notary Public in and for the County and State aforesaid, Thomas Leedham, President of Hawaii Audio-Visual Center, Inc., a corporation of the State of Hawaii, and he duly executed said Agreement of Merger before me and acknowledged the said Agreement of Merger to be his act and deed and the act and deed of said corporation and the facts stated therein are true; and that the seal affixed to said Agreement of Merger and attested by the Secretary of said corporation is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

*Anita Johnson*  
Notary Public

NOTARIAL SEAL

Notary Public  
First Judicial Circuit  
State of Hawaii  
My Commission Expires May 7, 1972

# HAWAII AUDIO-VISUAL CENTER, INC.

311 Keawe Street  
Honolulu, Hawaii 96813  
Phone 531-0411

In the Matter of the Merger )  
of )  
HAWAII AUDIO-VISUAL CENTER, INC., with )  
and into BOISE CASCADE CORPORATION. )

## CERTIFICATE OF APPROVAL

STATE OF HAWAII )  
( ss.  
CITY AND COUNTY OF HONOLULU )

THOMAS E. LEEDHAM and ELEANOR M. LEEDHAM, being first duly sworn, for himself and herself, do hereby severally allege, as follows: That Thomas E. Leedham is the President and Eleanor M. Leedham is the Secretary of HAWAII AUDIO-VISUAL CENTER, INC., a Hawaii corporation; hereinafter sometimes called the "Corporation;"

That on June 5, 1970, at 311 Keawe Street, Honolulu, State of Hawaii, there was a meeting of the Board of Directors of the Corporation. All of the directors (three) were present. The Board unanimously passed the following resolution:

"RESOLVED, that the Corporation enter into and execute a Memorandum of Agreement with Respect to the Merger of the Corporation With and Into Boise Cascade Corporation and an Agreement and Plan of Merger between Boise Cascade Corporation and the Corporation in general conformity with the Memorandum of Agreement and the Agreement and Plan of Merger heretofore presented to the Corporation for consideration."

That on September 4, 1970, at 311 Keawe Street, Honolulu, State of Hawaii, a special meeting of the Board of Directors of the Corporation was held. All of the directors (three) were present, and the Board unanimously passed the following resolution:

"RESOLVED, that the Agreement and Plan of Merger between Boise Cascade Corporation and Hawaii Audio-Visual Center, Inc. to be dated September 8, 1970, wherein Hawaii Audio-Visual Center, Inc.



EQUIPMENT • SUPPLIES • SERVICE

BUHL CALIFONE-ROBERTS • DA-LITE • EIKI • KODAK • LUXOUT DRAPES • 3M • MC GRAW-HILL

merges with and into Boise Cascade Corporation, be and the same is hereby authorized, approved and accepted."

Likewise, on September 4, 1970, at 311 Keawe Street, Honolulu, State of Hawaii, immediately following the meeting of the Board of Directors of the Corporation, a special meeting of the stockholders of the Corporation was held.

Present were 100% of the stockholders (two). The identical resolution passed by the Board of Directors on September 4, 1970, was also unanimously passed by the holders and owners of 100% of the issued and outstanding shares.

That the authorized capital stock of the corporation is 1,000 shares of common stock of the par value of \$10.00 each, and that all of the authorized stock has been issued and is outstanding in the names of THOMAS E. LEEDHAM and ELEANOR LEEDHAM, as joint tenants.

That on July 31, 1970, the following written notice was mailed, postage prepaid, to each of the stockholders of the Corporation at their last-known address appearing on the books of the Corporation, to-wit:

THOMAS E. LEEDHAM, 1105 Aalapapa Drive  
Kailua, Hawaii;

ELEANOR LEEDHAM, 1105 Aalapapa Drive  
Kailua, Hawaii.

HAWAII AUDIO-VISUAL CENTER, INC.

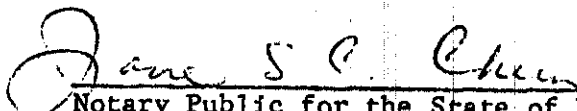
*Thomas E. Leedham*  
By *T. E. Leedham*  
President.

*Eleanor Leedham*  
By *E. Leedham*  
Secretary

STATE OF HAWAII       )  
                              )  
County of Honolulu     ) ss.

On this 14th day of September, 1970, before me, the undersigned, a Notary Public for the State of Hawaii, personally appeared THOMAS E. LEEDHAM and ELEANOR M. LEEDHAM, known to me to be the President and Secretary, respectively, of HAWAII AUDIO-VISUAL CENTER, INC., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public for the State of Hawaii  
residing at First Judicial Circuit.

My commission expires: Jan. 27, 1971