

AGREEMENT AND PLAN OF MERGER

Among

BOISE CASCADE CORPORATION  
A Delaware Corporation  
(The Surviving Corporation)

and

UNITED LUMBER COMPANY  
WILES-CHIPMAN LUMBER COMPANY  
Missouri Corporations  
UNITED LUMBER AND HARDWARE COMPANY  
An Illinois Corporation  
(The Merging Corporations)

AGREEMENT entered as of September 22, 1969, by and among BOISE CASCADE CORPORATION, a Delaware corporation (hereinafter sometimes called "Boise Cascade" and sometimes called the "Surviving Corporation"), UNITED LUMBER COMPANY (hereinafter sometimes called "United"), WILES-CHIPMAN LUMBER COMPANY (hereinafter sometimes called "Wiles-Chipman"), Missouri Corporations, and UNITED LUMBER AND HARDWARE COMPANY (hereinafter sometimes called "United Lumber"), an Illinois corporation (United, Wiles-Chipman and United Lumber hereinafter sometimes collectively called the "Merging Corporations") (all of which corporations together with Boise Cascade are hereinafter sometimes called the "Constituent Corporations" and each of which said corporations is "a party to a reorganization" as defined in Section 368(b) of the

Internal Revenue Code of 1954, as amended).

Boise Cascade is validly organized, existing and in good standing under the General Corporation Law of Delaware. Each of the Merging Corporations is validly organized, existing and in good standing under The General and Business Corporation Law of Missouri or The Business Corporation Act of Illinois, as the case may be.

Boise Cascade has an authorized capital of 50,000,000 shares of common stock with a par value of \$2.50 each, approximately 27,142,195 shares of which were issued and outstanding and approximately 4,303 of which were held in its treasury on September 23, 1969, and 10,000,000 shares of preferred stock without par value, issuable in series, of which 85,485 shares of \$3.00 cumulative convertible preferred stock, Series A, were issued and outstanding on September 23, 1969.

United has an authorized capital of 1,500 shares of common stock with a par value of \$100 each, 1,500 shares of which are issued and outstanding. Wiles-Chipman has an authorized capital of 300 shares of common stock with a par value of \$100 each, 244 shares of which are issued and outstanding. United Lumber has an authorized capital of 1,000 shares of common stock with a par value of \$100 each, 500 shares of which are issued and outstanding.

The directors of each of the Constituent Corporations

deem it advisable and in the best interests of their respective corporations and stockholders that the Merging Corporations merge with and into the Surviving Corporation in accordance with the provisions of the applicable statutes of the States of Delaware, Illinois and Missouri and Section 368(a)(1)(A) of the Internal Revenue Code of 1954, as amended.

NOW THEREFORE, the Constituent Corporations agree each with the others to merge into a single corporation, which shall be the Surviving Corporation, one of the Constituent Corporations, pursuant to the laws of the States of Delaware, Illinois and Missouri, and agree upon and prescribe the terms and conditions of statutory merger, the mode of carrying it into effect and the manner and basis of converting the shares of the Merging Corporations into shares of the Surviving Corporation, as follows:

FIRST: The effective date (hereinafter called Effective Date") of the statutory merger contemplated by this Agreement shall be the earlier of the last day of the calendar month coinciding with or next following the date on which the last act required to complete said merger under the respective laws of the States of Delaware, Illinois and Missouri is performed.

SECOND: On the Effective Date the Merging Corporations shall be merged with and into Boise Cascade and the

separate existence of the Merging Corporations shall cease; the Constituent Corporations shall become a single corporation named "Boise Cascade Corporation" which shall be the Surviving Corporation.

THIRD: The restated certificate of incorporation of Boise Cascade, as heretofore amended and restated, and as previously furnished to the Merging Corporations shall continue to be the certificate of incorporation of the Surviving Corporation until amended in accordance with the General Corporation Law of Delaware.

FOURTH: The by-laws of Boise Cascade, as heretofore amended, in effect immediately prior to the Effective Date and as previously furnished to the Merging Corporation shall continue to be the by-laws of the Surviving Corporation until altered or repealed in the manner provided by such by-laws and the General Corporation Law of Delaware.

FIFTH: The directors of Boise Cascade immediately prior to the Effective Date shall continue to hold office for the term specified in the by-laws of the Surviving Corporation.

SIXTH: The officers of Boise Cascade 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.

SEVENTH: The treatment of the shares of Boise Cascade and of the outstanding options and rights to purchase such shares and the manner of converting shares of the capital stock of all classes of the Merging Corporations into shares of Boise Cascade common stock shall be as follows:

1. Each share of Boise Cascade 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 the Boise Cascade common stock with a par value of \$2.50.

2. Each share of Boise Cascade Series A \$3.00 cumulative convertible preferred 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 Cascade preferred stock without par value.

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

4. All shares of all classes of the Merging Corporations' capital stock which are issued and outstanding immediately prior to the Effective Date shall as of the Effective Date and without action on the part of the

holders thereof be converted into and become, full paid and nonassessable shares of Boise Cascade common stock in accordance with the following formula: the holders of issued and outstanding capital stock of all classes of the Merging Corporations on the Effective Date shall receive in the aggregate that number of shares of Boise Cascade common stock which shall have an aggregate value equal to \$3,500,000 (hereinafter called "Exchange Basis") and which shall be valued for the purposes of the statutory merger contemplated by this Agreement on the basis of the mean average market price (hereinafter called "Average Price") for Boise Cascade common stock at the close of trading on the New York Stock Exchange for the five trading days immediately preceding and including September 30, 1969 (hereinafter called "Valuation Date"); provided, however, if the Average Price for Boise Cascade common stock is equal to or greater than \$75 per share then for the purposes of said statutory merger the Average Price shall be \$75 per share; if on the other hand the Average Price is equal to or less than \$63 per share then for the purposes of said statutory merger the Average Price shall be \$63 per share. When the total number of shares of Boise Cascade common stock representing the Exchange Basis, as the same may be reduced as hereinafter provided for in this Agreement, has been determined in accordance with the

procedures set forth above, 85.7% shall be distributed pro rata to United stockholders, 10% shall be distributed pro rata to Wiles-Chipman stockholders, and 4.3% shall be distributed pro rata to United Lumber stockholders. Each issued and outstanding certificate for capital stock of each class of each of the Merging Corporations shall as of the Effective Date thereupon be deemed for all corporate purposes to evidence ownership of the number of shares of Boise Cascade common stock into which the same shall have been converted in accordance with the foregoing formula .

5. If between the Valuation Date and the Effective Date Boise Cascade should fix a record date for the payment of a stock dividend or stock split which would dilute the value of Boise Cascade common stock, appropriate adjustments shall be made in the number of whole shares of Boise Cascade common stock which the holders of all issued and outstanding capital stock of all classes of the Merging Corporations shall be entitled to receive by reason of the statutory merger contemplated by this Agreement.

6. No fractional shares of Boise Cascade common stock shall be issued. Instead fractions equal to or greater than  $1/2$  shall be rounded off to the next whole share and fractions less than  $1/2$  shall be dropped; provided, however, that before any such adjustment is made with respect to fractions the fractional interest in Boise Cascade common stock which a stockholder of one of the Merging

Corporations would otherwise be entitled to receive with respect to his shares of that company shall be aggregated with the fractional interests, if any, which such stockholder would otherwise be entitled to receive with respect to his shares of the other Merging Corporations. In either event the number of shares of Boise Cascade common stock to be issued in accordance with the foregoing formula shall be adjusted accordingly.

7. Until a stockholder of issued and outstanding capital stock of any class of any of the Merging Corporations shall have surrendered as hereinafter provided for in this Agreement the certificate or certificates representing the same in exchange for a certificate or certificates representing Boise Cascade common stock no dividend payable to stockholders of record of Boise Cascade common stock as of any date subsequent to the Effective Date shall be paid to such stockholder with respect to the Boise Cascade common stock represented thereby; but upon surrender thereof there shall be paid to such stockholder for Boise Cascade common stock issued in exchange therefor an amount with respect to such shares of Boise Cascade common stock equal to all dividends which shall have been paid to stockholders of record of Boise Cascade common stock between the Effective Date and the date of such surrender and exchange.

8. As soon as practicable after the Effective Date each stockholder of issued and outstanding capital stock



those certificates representing shares in respect of which such shareholders shall be pursuing their remedy as dissenting shareholders in accordance with The General and Business Corporation Law of Missouri or The Business Corporation Act of Illinois, as the case may be) shall upon surrender of the certificate or certificates representing the same for cancellation as directed by the Surviving Corporation receive in exchange therefore a certificate or certificates representing the number of shares of common stock of Boise Cascade to which such stockholder is entitled by reason of the statutory merger contemplated by this Agreement.

9. On the Effective Date all shares of the capital stock of all classes of the Merging Corporations, if any, which are then held in their respective treasuries shall be cancelled and retired, and no shares of Boise Cascade common or Series A preferred stock shall be issued in respect thereof.

10. The Surviving Corporation shall promptly pay to each dissenting stockholder, if any, of the Merging Corporations the amount, if any, to which he shall be entitled under the provisions of The General and Business Corporation Law of Missouri or The Business Corporation Act of Illinois, as the case may be, with respect to the rights of dissenting stockholders.

11. The Surviving Corporation agrees that it may be served with process in the State of Missouri and irrevocably

appoints the Secretary of State of the State of Missouri as its agent to accept service of process in any proceeding based upon any cause of action against the Merging Corporations arising in Missouri prior to the Effective Date and in any proceeding for the enforcement of the rights of a dissenting stockholder of the Merging Corporations against the Surviving Corporation.

12. The Surviving Corporation agrees that it may be served with process in the State of Illinois and irrevocably appoints the Secretary of State of the State of Illinois as its agent to accept service of process in any proceeding based upon any cause of action against the Merging Corporations arising in Illinois prior to the Effective Date and in any proceeding for the enforcement of the rights of a dissenting stockholder of the Merging Corporations against the Surviving Corporation.

EIGHTH: 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 as well as all and singular the rights, privileges, powers, franchises and immunities, of each of the Constituent Corporations. All and every other interest of each of the Constituent Corporations 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 in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the statutory merger contemplated by this Agreement; provided, however, that all rights of creditors and all liens upon any property of each of the Constituent Corporations shall be preserved unimpaired and all debts, liabilities, obligations and duties of each of the Constituent Corporations shall thenceforth attach 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.

NINTH: Following the Effective Date, (a) the assets and liabilities of the Constituent Corporations shall be recorded in the accounting records of the Surviving Corporation at the amounts at which they were carried at that time in the accounting records of the Constituent Corporations subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles; (b) the capital of the Surviving Corporation shall be an amount equal to the total at that time of the capital of the Constituent Corporations; and (c) the paid-in surplus and earned surplus respectively of the Surviving Corporation shall

be an amount equal to the total at that time of the paid-in surpluses and earned surpluses respectively of the Constituent Corporations subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles.

TENTH: Between the date of this Agreement and the Effective Date none of the Merging Corporations shall issue or cause to be issued any additional shares of its capital stock of any class; and the number of shares of the capital stock of any class of each of the Merging Corporations issued and outstanding on said Effective Date shall not exceed the number of such shares of such class issued and outstanding on the date of this Agreement.

ELEVENTH: This Agreement 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 each of the Merging Corporations at meetings of such stockholders duly held for that purpose. This Agreement shall be certified by the secretary or an assistant secretary of Boise Cascade under the seal thereof as to the fact that a vote of the stockholders of Boise Cascade is not required under the applicable law of the State of Delaware. This Agreement when duly adopted by the requisite vote of the stockholders of each of the Merging Corporations shall be certified as to

that fact by the secretary of each of the Merging Corporations 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 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 of New Castle County, State of Delaware, all in accordance with the applicable provisions of the General Corporation Law of Delaware; and Articles of Merger executed by the appropriate officers of each of the Constituent Corporations together with requisite Certificates shall be filed with the Secretary of State of the States of Missouri and Illinois in accordance with the applicable provisions of The General and Business Corporation Law of Missouri or The Business Corporation Act of Illinois, as the case may be. The officers of each of the Constituent Corporations shall execute all such other documents and shall take all such other action as may be necessary or advisable to make this Agreement effective.

TWELFTH: On or before the Effective Date Trussbilt Homes, Inc. and Harris Sash & Door Co., wholly-owned subsidiaries of United Lumber Company (hereinafter called "Subsidiaries"), shall be merged or liquidated into United

Lumber Company. Prior to the Effective Date Arthur Andersen & Co., Certified Public Accountants (hereinafter called "Auditors"), shall complete an examination of the financial statements (hereinafter called "Audit") of the Merging Corporations and the Subsidiaries as of September 30, 1969 (hereinafter called "Audit Date") and the results of their operations for the periods ending September 30, 1969. The Audit shall be made in accordance with generally accepted auditing standards. The financial statements of the Merging Corporations and the Subsidiaries so examined should fairly present their financial position and the results of their operations in conformity with generally accepted accounting principles consistently applied during prior years. The Auditors shall review the progress of their examination with both Boise Cascade and the Merging Corporations. If the accountants of Boise Cascade and the Merging Corporations do not agree in respect thereof such disagreement shall be resolved by a mutually agreed upon national firm of Certified Public Accountants.

THIRTEENTH: If the Average Price for Boise Cascade's common stock is less than \$56 per share then the Merging Corporations shall be under no obligation to proceed with and consummate the statutory merger contemplated by this Agreement. In addition to the foregoing, this Agreement and the statutory merger provided for herein may at any

time before the Effective Date be terminated and abandoned pursuant to any agreement then in effect among the Constituent Corporations or among Boise Cascade and the stockholders of the Merging Corporations.

FOURTEENTH: Notwithstanding the foregoing the Exchange Basis shall be reduced as hereinafter set forth if the total pre-tax earnings of the Merging Corporations and the Subsidiaries for their respective full fiscal years ending in 1969 annualized is less than \$360,000 as determined by the Audit (hereinafter called "Annualized Earnings"). As used in this Agreement Annualized Earnings shall mean the combined pre-tax (state and federal income taxes only) earnings of the Merging Corporations and Subsidiaries since the beginning of their current fiscal years divided by the number of months which have elapsed from the beginning thereof to the Audit Date, multiplied by twelve. If the Annualized Earnings are less than \$360,000 but equal to or more than \$320,000 then the Exchange Basis shall be reduced by five times the difference between \$400,000 and such Annualized Earnings.

1. If the Annualized Earnings are less than \$320,000 then the Merging Corporations (acting as a group) shall have the option (hereinafter called "First Option") to elect to proceed with the statutory merger contemplated by this Agreement by reducing the Exchange Basis by five

times the difference between \$400,000 and such Annualized Earnings. The Merging Corporations shall have six days commencing on the day after a certified copy of the Auditors' report on their examination is delivered to them in which to exercise the First Option by giving Boise Cascade written notice of such election. If the Merging Corporations fail to exercise the First Option within the prescribed time then Boise Cascade shall have the option (hereinafter called "Second Option") to elect to proceed with the statutory merger contemplated by this Agreement by reducing the Exchange Basis by \$400,000. Boise Cascade shall have six days commencing on the day after the expiration of the First Option in which to exercise the Second Option by giving the Merging Corporations written notice of such election. If neither the Merging Corporations nor Boise Cascade elects to exercise their respective options then no party shall be under any obligation to proceed with and consummate the statutory merger contemplated by this Agreement.

2. Notwithstanding the two preceding paragraphs, the Exchange Basis shall also be reduced by the amount, if any, that the December 31, 1968, net equity of the Merging Corporations and the Subsidiaries as determined in connection with the Audit should be more than \$50,000 less than the \$2,183,992 net equity shown on the combined



financial statement of the Merging Corporations and the Subsidiaries dated as of December 31, 1968, prepared by Lopata, Lopata & Dubinsky, Certified Public Accountants. Any disagreements with respect thereto shall be resolved in the same manner as is provided in TWELFTH.

FIFTEENTH: . All notices and other communications provided for or required under 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 addressed as follows:

To the Surviving Corporation:

Boise Cascade Corporation  
P. O. Box 200  
Boise, Idaho 83701  
Attention: Legal Department

To the Merging Corporations:

United Lumber Company  
1401 S. Hanley Road  
St. Louis, Missouri 63144  
Attention: Mr. I. E. Goldstein

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.

BOISE CASCADE CORPORATION

BOISE CASCADE CORPORATION  
CORPORATE SEAL  
1931  
DELAWARE

ATTEST:

By E. W. Hughes  
Vice President

John B. Rutter  
Assistant Secretary

UNITED LUMBER COMPANY  
SEAL  
ST. LOUIS, MO.

ATTEST:

UNITED LUMBER COMPANY

By N. S. Thum  
President

R. W. Rutter  
Secretary

WILES-CHIPMAN LUMBER COMPANY  
SEAL  
ST. LOUIS COUNTY, MO.

ATTEST:

WILES-CHIPMAN LUMBER COMPANY

By N. S. Thum  
President

R. W. Rutter  
Secretary

UNITED LUMBER  
AND HARDWARE COMPANY  
CORPORATE SEAL  
ILLINOIS

UNITED LUMBER AND HARDWARE COMPANY

By

*W. S. Sullivan*  
President

ATTEST:

*R. W. Wolf*  
Secretary

County of Ada

I, Carol Dawn McKay, Notary Public in and for said County and State, do hereby certify that E.W. HUGHES, Vice President of BOISE CASCADE CORPORATION, a Delaware Corporation, and JOHN E. CLUTE, Assistant Secretary of said Corporation, personally known to me to be a Vice President and an Assistant Secretary respectively of said Corporation and the persons whose names are subscribed to the foregoing Agreement and Plan of Merger appeared before me this date in person and acknowledged that they respectively signed and attested said Agreement and Plan of Merger as their own free and voluntary act and deed and as the free and voluntary act and deed of said Corporation authorized and approved by its Board of Directors; that the facts stated therein are true; and that the seal affixed thereto is the common or corporate seal of said Corporation.

IN WITNESS WHEREOF, I have set my hand and placed my Notary Seal this 22nd day of September, 1969.

CAROL DAWN MCKAY  
NOTARY PUBLIC  
STATE OF IDAHO

Carol Dawn McKay  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: FEB 24 1973

STATE OF MISSOURI

County of

ss.

I, Robert Hertling, Notary Public in and for said County and State, do hereby certify that D.E. Goldstein, President of UNITED LUMBER COMPANY, a Missouri Corporation, and R.W. Walf, Secretary of said Corporation, personally known to me to be the President and Secretary respectively of said Corporation and the persons whose names are subscribed to the foregoing Agreement and Plan of Merger appeared before me this date in person and acknowledged that they respectively signed and attested said Agreement and Plan of Merger as their own free and voluntary act and deed and as the free and voluntary act and deed of said Corporation authorized and approved by its Board of Directors; that the facts stated therein are true; and that the seal affixed thereto is the common or corporate seal of said Corporation.

IN WITNESS WHEREOF, I have set my hand and placed my Notary Seal this 22nd day of September, 1969.  
21st day of October

ROBERT HERTLING  
NOTARY PUBLIC  
ST. LOUIS COUNTY, MO.

Robert Hertling  
Notary Public for Missouri  
Residing at 620 Sandra Ct. St. Louis, MO.

County of St. Louis ss.  
I, Robert Hertling, Notary Public in and for  
said County and State, do hereby certify that J. E. Goldstein,  
President of WILES-CHIPMAN LUMBER COMPANY,  
a Missouri Corporation, and J. W. Wolf, Secretary  
of said Corporation, personally known to me to be the  
President and Secretary respectively of said Corporation  
and the persons whose names are subscribed to the fore-  
going Agreement and Plan of Merger appeared before me  
this date in person and acknowledged that they respec-  
tively signed and attested said Agreement and Plan of  
Merger as their own free and voluntary act and deed and  
as the free and voluntary act and deed of said Corpora-  
tion authorized and approved by its Board of Directors;  
that the facts stated therein are true; and that the  
seal affixed thereto is the common or corporate seal of  
said Corporation.

IN WITNESS WHEREOF, I have set my hand and placed my  
Notary Seal this ~~22nd day of September~~, 1969.

*21st day of October*

ROBERT HERTLING  
NOTARY PUBLIC  
ST. LOUIS COUNTY, MO.

Robert Hertling  
Notary Public for Missouri  
Residing at 670 Sandra Ct  
My Commission Expires: 2/12/70

STATE OF MISSOURI

County of St. Louis )

ss.

I, Robert Hertling, Notary Public in and for  
said County and State, do hereby certify that J. E. Goldstein,  
President of UNITED LUMBER AND HARDWARE  
COMPANY, an Illinois Corporation, and J. W. Wolf,  
Secretary of said Corporation, personally known to me to  
be the President and Secretary respectively of said Cor-  
poration and the persons whose names are subscribed to  
the foregoing Agreement and Plan of Merger appeared be-  
fore me this date in person and acknowledged that they  
respectively signed and attested said Agreement and Plan  
of Merger as their own free and voluntary act and deed  
and as the free and voluntary act and deed of said Cor-  
poration authorized and approved by its Board of Directors;  
that the facts stated therein are true; and that the seal  
affixed thereto is the common or corporate seal of said  
Corporation.

IN WITNESS WHEREOF, I have set my hand and placed  
my Notary Seal this ~~22nd day of September~~, 1969.

*21st day of October*

ROBERT HERTLING  
NOTARY PUBLIC  
ST. LOUIS COUNTY, MO.

Robert Hertling  
Notary Public for Missouri  
Residing at 670 Sandra Ct  
My Commission Expires: 2/12/70

CERTIFICATE

I, JOHN E. CLUTE, do hereby certify that I am a duly elected and acting Assistant Secretary of BOISE CASCADE CORPORATION, a Delaware corporation, and that I make this Certificate for and on behalf of said Corporation.

I further certify that the Agreement and Plan of Merger entered as of September 22, 1969, by and among said Corporation and UNITED LUMBER COMPANY, WILES-CHIPMAN LUMBER COMPANY and UNITED LUMBER AND HARDWARE COMPANY, has been adopted by the action of the Board of Directors of said Corporation without any vote of its stockholders, in accordance with Section 251(f) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have hereunto set my hand and the corporate seal of said Corporation this 22nd day of September, 1969.

BOISE CASCADE CORPORATION  
CORPORATE SEAL  
1931  
DELAWARE

John E. Clute  
Assistant Secretary  
BOISE CASCADE CORPORATION

ACKNOWLEDGEMENT

STATE OF IDAHO )  
County of Ada ) ss.

I, Carlene Church, Notary Public in and for said County and State, do hereby certify that John E. Clute, an Assistant Secretary of BOISE CASCADE CORPORATION, a Delaware corporation, personally known to me to be an Assistant Secretary of said Corporation and the person whose name is subscribed to the foregoing Certificate appeared before me this date in person and acknowledged that he signed said Certificate as his own free and voluntary act and deed and as the free and voluntary act and deed of said Corporation authorized and approved by its Board of Directors; that the facts stated therein are true; and that the seal affixed thereto is the common or corporate seal of said Corporation.

IN WITNESS WHEREOF, I have set my hand and placed my Notary Seal this 22nd day of September, 1969.

CARLENE CHURCH  
NOTARY PUBLIC  
STATE OF IDAHO

Carlene Church  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 7-1-72

CERTIFICATE

SIGNATURES BY CONSTITUENT CORPORATIONS

THE ABOVE AGREEMENT AND PLAN 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, The General and Business Corporation Law of Missouri, or The Business Corporation Act of Illinois, as the case may be, a Vice President of Boise/Cascade Corporation, a Delaware corporation, and the President of United Lumber Company and Wiles-Chipman Lumber Company, Missouri corporations, and United Lumber and Hardware Company, an Illinois corporation, do now hereby execute said Agreement and Plan of Merger and an Assistant Secretary of Boise Cascade Corporation and the Secretary of United Lumber Company, Wiles-Chipman Lumber Company and United Lumber and Hardware Company, now hereby attest the Agreement and Plan of Merger under the corporate seals of the respective corporations, by authority of the Directors and Stockholders thereof, as the respective act, deed and agreement of each of said corporations on this 22nd day of September, 1969.

BOISE CASCADE CORPORATION  
CORPORATE SEAL  
1931  
DELAWARE

BOISE CASCADE CORPORATION

By: E. W. Hughes

Vice President

ATTEST:

John E. Clute  
Assistant Secretary

UNITED LUMBER COMPANY  
SEAL  
ST. LOUIS, MO.

UNITED LUMBER COMPANY

By: W. H. Burton

President

ATTEST:

R. W. Wray  
Secretary



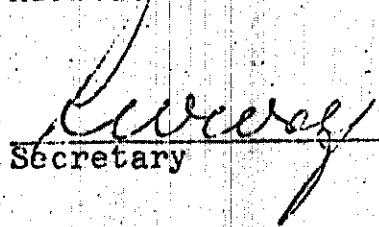
WILES-CHIPMAN LUMBER COMPANY  
SEAL  
ST. LOUIS COUNTY, MO.

ATTEST:

  
Secretary

UNITED LUMBER AND HARDWARE COMPANY  
CORPORATE SEAL  
ILLINOIS

ATTEST:

  
Secretary

WILES-CHIPMAN LUMBER COMPANY

By:   
President

UNITED LUMBER AND HARDWARE  
COMPANY

By:   
President



ACKNOWLEDGEMENTS

STATE OF IDAHO )  
County of Ada ) ss.

I, Carol Dawn McKay, certify that on this 22nd day of September, 1969, personally appeared before me, a Notary Public in and for the County and State aforesaid, E.W. HUGHES, Vice President of BOISE CASCADE CORPORATION, a corporation of the State of Delaware, and he duly executed said Certificate before me and acknowledged said Agreement and Plan of Merger to be its 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 and Plan of Merger and attested by the Assistant Secretary of said Corporation is the corporate seal of said Corporation.

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

CAROL DAWN MCKAY  
NOTARY PUBLIC  
STATE OF IDAHO

Carol Dawn McKay  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: FEB 24 1973

STATE OF MISSOURI )  
County of St. Louis ) ss.

I, Robert Hertling, certify that on this 21st day of September, 1969, personally appeared before me, a Notary Public in and for the County and State aforesaid, J.E. Goldstein, President of UNITED LUMBER COMPANY, a corporation of the State of Missouri, and he duly executed said Certificate before me and acknowledged said Agreement and Plan of Merger to be its 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 and Plan of Merger and attested by the Secretary of said Corporation is the corporate seal of said Corporation.

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

ROBERT HERTLING  
NOTARY PUBLIC  
ST. LOUIS COUNTY, MO.

Robert Hertling  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 2/11/79

STATE OF MISSOURI

County of *St. Louis*

ss.

I, *Robert Hertling*, certify that on this *21st* day of *September*, 1969, personally appeared before me, a Notary Public in and for the County and State aforesaid, *J. E. Goldstein*, President of WILES-CHIPMAN LUMBER COMPANY, a corporation of the State of Missouri, and he duly executed said Certificate before me and acknowledged said Agreement and Plan of Merger to be its 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 and Plan of Merger and attested by the Secretary of said Corporation is the corporate seal of said Corporation.

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

ROBERT HERTLING  
NOTARY PUBLIC  
ST. LOUIS COUNTY, MO.

*Robert Hertling*  
Notary Public for Idaho *Missouri*  
Residing at Boise, Idaho *670 Pandora Ct*  
My Commission Expires: *2/12/70*

STATE OF MISSOURI

County of *St. Louis*

ss.

I, *Robert Hertling*, certify that on this *21st* day of *September*, 1969, personally appeared before me, a Notary Public in and for the County and State aforesaid, *J. E. Goldstein*, President of UNITED LUMBER AND HARDWARE COMPANY, a corporation of the State of Illinois, and he duly executed said Certificate before me and acknowledged said Agreement and Plan of Merger to be its 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 and Plan of Merger and attested by the Secretary of said Corporation is the corporate seal of said Corporation.

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

ROBERT HERTLING  
NOTARY PUBLIC  
ST. LOUIS COUNTY, MO.

*Robert Hertling*  
Notary Public for Idaho *Missouri*  
Residing at Boise, Idaho *670 Pandora Ct*  
My Commission Expires: *2/12/70*



**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 "UNITED LUMBER COMPANY"  
and "WILES-CHIPMAN LUMBER COMPANY", corporations organized and  
existing under the laws of the State of Missouri, and "UNITED  
LUMBER AND HARDWARE COMPANY", a corporation organized and existing  
under the laws of the State of Illinois, 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  
thirty-first day of October, A.D. 1969, at 11:30 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-fourth *day*  
*of* November *in the year of our Lord*  
*one thousand nine hundred and* sixty-nine.

*Eugene Bunting*

Secretary of State

*R. H. Caldwell*

Asst. Secretary of State