UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2021

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ___________ to ___________

Commission File Number: 001-35805

Boise Cascade Company
(Exact name of registrant as specified in its charter)

Delaware	**20-1496201**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1111 West Jefferson Street Suite 300
Boise, Idaho 83702-5389
(Address of principal executive offices) (Zip Code)

(208) 384-6161
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer x Accelerated filer o Non-accelerated filer o Smaller reporting company ☐
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ No x

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value per share	BCC	New York Stock Exchange

There were 39,330,807 shares of the registrant's common stock, $0.01 par value per share, outstanding on April 30, 2021.

Table of Contents

PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Boise Cascade Company
Consolidated Statements of Operations
(unaudited)

	Three Months Ended March 31	
	2021	**2020**
	(thousands, except per-share data)	
Sales	$ 1,821,316	$ 1,170,534
Costs and expenses		
Materials, labor, and other operating expenses (excluding depreciation)	1,450,434	992,270
Depreciation and amortization	19,539	35,332
Selling and distribution expenses	120,917	99,463
General and administrative expenses	25,262	16,084
Loss on curtailment of facility	—	1,669
Other (income) expense, net	(97)	169
	1,616,055	1,144,987
Income from operations	205,261	25,547
Foreign currency exchange gain (loss)	154	(873)
Pension expense (excluding service costs)	(19)	(387)
Interest expense	(5,875)	(6,421)
Interest income	59	655
Change in fair value of interest rate swaps	1,024	(2,314)
	(4,657)	(9,340)
Income before income taxes	200,604	16,207
Income tax provision	(51,448)	(4,007)
Net income	**$ 149,156**	**$ 12,200**
Weighted average common shares outstanding:		
Basic	39,355	39,163
Diluted	39,630	39,405
Net income per common share:		
Basic	**$ 3.79**	**$ 0.31**
Diluted	**$ 3.76**	**$ 0.31**
Dividends declared per common share	**$ 0.10**	**$ 0.10**

See accompanying condensed notes to unaudited quarterly consolidated financial statements.

Boise Cascade Company
Consolidated Statements of Comprehensive Income
(unaudited)

	Three Months Ended March 31	
	2021	2020
	(thousands)	
Net income	$ 149,156	$ 12,200
Other comprehensive income (loss), net of tax		
Defined benefit pension plans		
Amortization of actuarial (gain) loss, net of tax of $(1) and $51, respectively	(4)	151
Effect of settlements, net of tax of $— and $22, respectively	—	64
Other comprehensive income (loss), net of tax	(4)	215
Comprehensive income	**$ 149,152**	**$ 12,415**

See accompanying condensed notes to unaudited quarterly consolidated financial statements.

Boise Cascade Company
Consolidated Balance Sheets
(unaudited)

	March 31, 2021	December 31, 2020
	(thousands)	
ASSETS		
Current		
Cash and cash equivalents	$ 456,982	$ 405,382
Receivables		
Trade, less allowances of $1,840 and $1,111	540,197	375,865
Related parties	416	201
Other	12,261	15,067
Inventories	611,700	503,480
Prepaid expenses and other	11,304	8,860
Total current assets	1,632,860	1,308,855
Property and equipment, net	456,067	461,456
Operating lease right-of-use assets	60,065	62,447
Finance lease right-of-use assets	28,744	29,523
Timber deposits	10,025	11,761
Goodwill	60,382	60,382
Intangible assets, net	16,268	16,574
Deferred income taxes	7,329	7,460
Other assets	6,997	7,260
Total assets	**$ 2,278,737**	**$ 1,965,718**

See accompanying condensed notes to unaudited quarterly consolidated financial statements.

Boise Cascade Company
Consolidated Balance Sheets (continued)
(unaudited)

	March 31, 2021	December 31, 2020
	(thousands, except per-share data)	
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current		
Accounts payable		
Trade	$ 457,132	$ 307,653
Related parties	1,026	1,199
Accrued liabilities		
Compensation and benefits	87,907	118,400
Income taxes payable	60,677	8,101
Interest payable	5,011	8,477
Other	84,761	80,172
Total current liabilities	696,514	524,002
Debt		
Long-term debt	444,001	443,792
Other		
Compensation and benefits	27,176	25,951
Operating lease liabilities, net of current portion	53,437	56,001
Finance lease liabilities, net of current portion	31,059	31,607
Deferred income taxes	15,783	18,263
Other long-term liabilities	15,506	15,303
	142,961	147,125
Commitments and contingent liabilities		
Stockholders' equity		
Preferred stock, $0.01 par value per share; 50,000 shares authorized, no shares issued and outstanding	—	—
Common stock, $0.01 par value per share; 300,000 shares authorized, 44,698 and 44,568 shares issued, respectively	447	446
Treasury stock, 5,367 shares at cost	(138,909)	(138,909)
Additional paid-in capital	537,431	538,006
Accumulated other comprehensive loss	(1,082)	(1,078)
Retained earnings	597,374	452,334
Total stockholders' equity	995,261	850,799
Total liabilities and stockholders' equity	**$ 2,278,737**	**$ 1,965,718**

See accompanying condensed notes to unaudited quarterly consolidated financial statements.

Boise Cascade Company
Consolidated Statements of Cash Flows
(unaudited)

	Three Months Ended March 31	
	2021	2020
	(thousands)	
Cash provided by (used for) operations		
Net income	$ 149,156	$ 12,200
Items in net income not using (providing) cash		
Depreciation and amortization, including deferred financing costs and other	19,950	35,859
Stock-based compensation	2,092	1,674
Pension expense	19	555
Deferred income taxes	(2,244)	1,197
Change in fair value of interest rate swaps	(1,024)	2,314
Loss on curtailment of facility (excluding severance)	—	1,438
Other	4	155
Decrease (increase) in working capital		
Receivables	(161,833)	(108,229)
Inventories	(108,220)	(39,045)
Prepaid expenses and other	(2,444)	(3,205)
Accounts payable and accrued liabilities	125,064	55,629
Pension contributions	(78)	(726)
Income taxes payable	52,565	(2,111)
Other	(756)	(172)
Net cash provided by (used for) operations	72,251	(42,467)
Cash provided by (used for) investment		
Expenditures for property and equipment	(13,301)	(18,563)
Proceeds from sales of assets and other	136	103
Net cash used for investment	(13,165)	(18,460)
Cash provided by (used for) financing		
Dividends paid on common stock	(4,440)	(4,645)
Tax withholding payments on stock-based awards	(2,729)	(3,309)
Other	(317)	(1,364)
Net cash used for financing	(7,486)	(9,318)
Net increase (decrease) in cash and cash equivalents	51,600	(70,245)
Balance at beginning of the period	405,382	285,237
Balance at end of the period	**$ 456,982**	**$ 214,992**

See accompanying condensed notes to unaudited quarterly consolidated financial statements.

Boise Cascade Company
Consolidated Statements of Stockholders' Equity
(unaudited)

	Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total
	Shares	Amount	Shares	Amount				
					(thousands)			
Balance at December 31, 2020	**44,568**	**$ 446**	**5,367**	**$ (138,909)**	**$ 538,006**	**$ (1,078)**	**$ 452,334**	**$ 850,799**
Net income							149,156	149,156
Other comprehensive loss						(4)		(4)
Common stock issued	130	1						1
Stock-based compensation					2,092			2,092
Common stock dividends ($0.10 per share)							(4,116)	(4,116)
Tax withholding payments on stock-based awards					(2,729)			(2,729)
Proceeds from exercise of stock options					63			63
Other					(1)			(1)
Balance at March 31, 2021	**44,698**	**$ 447**	**5,367**	**$ (138,909)**	**$ 537,431**	**$ (1,082)**	**$ 597,374**	**$ 995,261**

See accompanying condensed notes to unaudited quarterly consolidated financial statements.

Boise Cascade Company
Consolidated Statements of Stockholders' Equity (continued)
(unaudited)

	Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total
	Shares	Amount	Shares	Amount				
					(thousands)			
Balance at December 31, 2019	**44,353**	**$ 444**	**5,367**	**$ (138,909)**	**$ 533,345**	**$ (50,248)**	**$ 356,698**	**$ 701,330**
Net income							12,200	12,200
Other comprehensive income						215		215
Common stock issued	211	2						2
Stock-based compensation					1,674			1,674
Common stock dividends ($0.10 per share)							(3,866)	(3,866)
Tax withholding payments on stock-based awards					(3,309)			(3,309)
Proceeds from exercise of stock options					27			27
Other					(2)			(2)
Balance at March 31, 2020	**44,564**	**$ 446**	**5,367**	**$ (138,909)**	**$ 531,735**	**$ (50,033)**	**$ 365,032**	**$ 708,271**

See accompanying condensed notes to unaudited quarterly consolidated financial statements.

Condensed Notes to Unaudited Quarterly Consolidated Financial Statements

1. Nature of Operations and Consolidation

Nature of Operations

Boise Cascade Company is a building products company headquartered in Boise, Idaho. As used in this Form 10-Q, the terms "Boise Cascade," "we," and "our" refer to Boise Cascade Company and its consolidated subsidiaries. We are one of the largest producers of engineered wood products (EWP) and plywood in North America and a leading United States (U.S.) wholesale distributor of building products.

We operate our business using two reportable segments: (1) Wood Products, which primarily manufactures EWP and plywood, and (2) Building Materials Distribution (BMD), which is a wholesale distributor of building materials. For more information, see Note 12, Segment Information.

Consolidation

The accompanying quarterly consolidated financial statements have not been audited by an independent registered public accounting firm but, in the opinion of management, include all adjustments necessary to present fairly the financial position, results of operations, cash flows, and stockholders' equity for the interim periods presented. Except as disclosed within these condensed notes to unaudited quarterly consolidated financial statements, the adjustments made were of a normal, recurring nature. Certain information and footnote disclosures normally included in our annual consolidated financial statements have been condensed or omitted. The quarterly consolidated financial statements include the accounts of Boise Cascade and its subsidiaries after elimination of intercompany balances and transactions. Quarterly results are not necessarily indicative of results that may be expected for the full year. These condensed notes to unaudited quarterly consolidated financial statements should be read in conjunction with our 2020 Form 10-K and the other reports we file with the Securities and Exchange Commission (SEC).

2. Summary of Significant Accounting Policies

Accounting Policies

The complete summary of significant accounting policies is included in Note 2, Summary of Significant Accounting Policies, of the Notes to Consolidated Financial Statements in "Item 8. Financial Statements and Supplementary Data" in our 2020 Form 10-K.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions about future events. These estimates and the underlying assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities, and reported amounts of revenues and expenses. Such estimates include the valuation of accounts receivable, inventories, goodwill, intangible assets, and other long-lived assets; legal contingencies; guarantee obligations; indemnifications; assumptions used in retirement, medical, and workers' compensation benefits; assumptions used in the determination of right-of-use assets and related lease liabilities; stock-based compensation; fair value measurements; income taxes; and vendor and customer rebates, among others. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, which management believes to be reasonable under the circumstances. We adjust such estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. Changes in these estimates resulting from continuing changes in the economic environment will be reflected in the consolidated financial statements in future periods.

Revenue Recognition

Revenues are recognized when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. For revenue disaggregated by major product line for each reportable segment, see Note 12, Segment Information.

Fees for shipping and handling charged to customers for sales transactions are included in "Sales" in our Consolidated Statements of Operations. When control over products has transferred to the customer, we have elected to recognize costs related to shipping and handling as fulfillment costs. For our Wood Products segment, costs related to shipping and handling are included in "Materials, labor, and other operating expenses (excluding depreciation)" in our Consolidated Statements of Operations. In our Wood Products segment, we view our shipping and handling costs as a cost of the manufacturing process and the movement of product to our end customers. For our Building Materials Distribution segment, costs related to shipping and handling of $46.5 million and $40.7 million, for the three months ended March 31, 2021 and 2020, respectively, are included in "Selling and distribution expenses" in our Consolidated Statements of Operations. In our Building Materials Distribution segment, our activities relate to the purchase and resale of finished product, and excluding shipping and handling costs from “Materials, labor, and other operating expenses (excluding depreciation)” provides us a clearer view of our operating performance and the effectiveness of our sales and purchasing functions.

Customer Rebates and Allowances

Rebates are provided to our customers and our customers' customers based on the volume of their purchases, among other factors such as customer loyalty, conversion, and commitment. We provide the rebates to increase the sell-through of our products. Rebates are generally estimated based on the expected amount to be paid and recorded as a decrease in "Sales." At March 31, 2021, and December 31, 2020, we had $56.4 million and $56.3 million, respectively, of rebates payable to our customers recorded in "Accrued liabilities, Other" on our Consolidated Balance Sheets. We adjust our estimate of revenue at the earlier of when the probability of rebates paid changes or when the amounts become fixed. There have not been significant changes to our estimates of rebates, although it is reasonably possible that a change in the estimate may occur.

Vendor Rebates and Allowances

We receive rebates and allowances from our vendors under a number of different programs, including vendor marketing programs. At March 31, 2021, and December 31, 2020, we had $8.2 million and $9.9 million, respectively, of vendor rebates and allowances recorded in "Receivables, Other" on our Consolidated Balance Sheets. Rebates and allowances received from our vendors are recognized as a reduction of "Materials, labor, and other operating expenses (excluding depreciation)" when the product is sold, unless the rebates and allowances are linked to a specific incremental cost to sell a vendor's product. Amounts received from vendors that are linked to specific selling and distribution expenses are recognized as a reduction of "Selling and distribution expenses" in the period the expense is incurred.

Leases

We primarily lease land, building, and equipment under operating and finance leases. We determine if an arrangement is a lease at inception and assess lease classification as either operating or finance at lease inception or upon modification. Substantially all of our leases with initial terms greater than one year are for real estate, including distribution centers, corporate headquarters, land, and other office space. Substantially all of these lease agreements have fixed payment terms based on the passage of time and are recorded in our Building Materials Distribution segment. Many of our leases include fixed escalation clauses, renewal options and/or termination options that are factored into our determination of lease term and lease payments when appropriate. Renewal options generally range from one to ten years with fixed payment terms similar to those in the original lease agreements. Some lease agreements provide us with the option to purchase the leased property at market value. Our lease agreements do not contain any residual value guarantees.

Right-of-use (ROU) assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at the lease commencement date based on the estimated present value of fixed lease payments over the lease term. The current portion of our operating and finance lease liabilities are recorded in "Accrued liabilities, Other" on our Consolidated Balance Sheets.

We use our estimated incremental borrowing rate, which is derived from information available at the lease commencement date, in determining the present value of lease payments. In determining our incremental borrowing rates, we give consideration to publicly available interest rates for instruments with similar characteristics, including credit rating, term, and collateralization.

For purposes of determining straight-line rent expense, the lease term is calculated from the date we first take possession of the facility, including any periods of free rent and any renewal option periods we are reasonably certain of exercising. Variable lease expense generally includes reimbursement of actual costs for common area maintenance, property taxes, and insurance on leased real estate and are recorded as incurred. Most of our operating lease expense is recorded in "Selling and distribution expenses" in our Consolidated Statements of Operations. In addition, we do not separate lease and non-lease components for all of our leases.

Our short-term leases primarily include equipment rentals with lease terms on a month-to-month basis, which provide for our seasonal needs and flexibility in the use of equipment. Our short-term leases also include certain real estate for which either party has the right to cancel upon providing notice of 30 to 90 days. We do not recognize ROU assets or lease liabilities for short-term leases.

Inventories

Inventories included the following (work in process is not material):

	March 31, 2021	December 31, 2020
	(thousands)	
Finished goods and work in process	$ 533,772	$ 431,663
Logs	40,872	35,622
Other raw materials and supplies	37,056	36,195
	$ 611,700	**$ 503,480**

Property and Equipment

Property and equipment consisted of the following asset classes:

	March 31, 2021	December 31, 2020
	(thousands)	
Land	$ 47,099	$ 47,099
Buildings	152,076	151,718
Improvements	64,310	64,178
Mobile equipment, information technology, and office furniture	178,102	178,271
Machinery and equipment	686,442	687,768
Construction in progress	48,917	40,606
	1,176,946	1,169,640
Less accumulated depreciation	(720,879)	(708,184)
	$ 456,067	**$ 461,456**

Fair Value

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy under GAAP gives the highest priority to quoted market prices (Level 1) and the lowest priority to unobservable inputs (Level 3). In general, and where applicable, we use quoted prices in active markets for identical assets or liabilities to determine fair value (Level 1). If quoted prices in active markets for identical assets or liabilities are not available to determine fair value, we use quoted prices for similar assets and liabilities or inputs that are observable either directly or indirectly (Level 2). If quoted prices for identical or similar assets are not available or are unobservable, we may use internally developed valuation models, whose inputs include bid prices, and third-party valuations utilizing underlying asset assumptions (Level 3).

Financial Instruments

Our financial instruments are cash and cash equivalents, accounts receivable, accounts payable, long-term debt, and interest rate swaps. Our cash is recorded at cost, which approximates fair value, and our cash equivalents are money market funds. As of March 31, 2021, and December 31, 2020, we held $399.0 million and $371.8 million, respectively, in money market funds that are measured at fair value on a recurring basis using Level 1 inputs. The recorded values of accounts receivable and accounts payable approximate fair values based on their short-term nature. At March 31, 2021, and December 31, 2020, the book value of our fixed-rate debt for each period was $400.0 million, and the fair value was estimated to be $418.5 million and $432.0 million, respectively. The difference between the book value and the fair value is derived from the difference between the period-end market interest rate and the stated rate of our fixed-rate, long-term debt. We estimated the fair value of our fixed-rate debt using quoted market prices of our debt in inactive markets (Level 2 inputs). The interest rate on our variable-rate debt is based on market conditions such as the London Interbank Offered Rate (LIBOR) or a base rate. Because the interest rate on the variable-rate debt is based on current market conditions, we believe that the estimated fair value of the outstanding balance on our variable-rate debt approximates book value. As discussed below, we also have interest rate swaps to mitigate our variable interest rate exposure, the fair value of which is measured based on Level 2 inputs.

Interest Rate Risk and Interest Rate Swaps

We are exposed to interest rate risk arising from fluctuations in variable-rate LIBOR on our term loan and when we have loan amounts outstanding on our Revolving Credit Facility. At March 31, 2021, we had $50.0 million of variable-rate debt outstanding based on one-month LIBOR. Our objective is to limit the variability of interest payments on our debt. To meet this objective, we enter into receive-variable, pay-fixed interest rate swaps to change the variable-rate cash flow exposure to fixed-rate cash flows. In accordance with our risk management strategy, we actively monitor our interest rate exposure and use derivative instruments from time to time to manage the related risk. We do not speculate using derivative instruments.

At March 31, 2021, we had two interest rate swap agreements. Under the interest rate swaps, we receive one-month LIBOR-based variable interest rate payments and make fixed interest rate payments, thereby fixing the interest rate on $50.0 million of variable rate debt exposure. Payments on one interest rate swap, entered into in 2016, with a notional principal amount of $50.0 million are due on a monthly basis at an annual fixed rate of 1.007%, and this swap expires in February 2022 (Initial Swap). During second quarter 2020, we entered into another forward interest rate swap agreement which commences on the expiration date of the Initial Swap. Payments on this interest rate swap with a notional principal amount of $50.0 million will be due on a monthly basis at an annual fixed rate of 0.39%, and this swap expires in June 2025.

The interest rate swap agreements were not designated as cash flow hedges, and as a result, all changes in the fair value are recognized in "Change in fair value of interest rate swaps" in our Consolidated Statements of Operations rather than through other comprehensive income. At March 31, 2021, we recorded a long-term asset of $0.9 million in "Other assets" on our Consolidated Balance Sheets, and we also recorded a long-term liability of $0.4 million in "Other long-term liabilities" on our Consolidated Balance Sheets, representing the fair value of the interest rate swap agreements. At December 31, 2020, we recorded a long-term liability of $0.6 million in "Other long-term liabilities" on our Consolidated Balance Sheets, representing the fair value of the interest rate swap agreements. The swaps were valued based on observable inputs for similar assets and liabilities and other observable inputs for interest rates and yield curves (Level 2 inputs).

Concentration of Credit Risk

We are exposed to credit risk related to customer accounts receivable. In order to manage credit risk, we consider customer concentrations and current economic trends and monitor the creditworthiness of significant customers based on ongoing credit evaluations. At March 31, 2021, receivables from two customers accounted for approximately 17% and 11% of total receivables. At December 31, 2020, receivables from these two customers accounted for approximately 12% and 13% of total receivables. No other customer accounted for 10% or more of total receivables.

New and Recently Adopted Accounting Standards

In March 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. In January 2021, the FASB issued ASU 2021-01, *Reference Rate Reform (Topic 848): Scope*, which refines the scope of Topic 848 and clarifies some of its guidance as it related to recent rate reform activities. Our current contracts that reference LIBOR include certain debt instruments and interest rate swaps. The amendments are effective for eligible contract modifications subsequent to March 12, 2020, and through December 31, 2022. The adoption of these standards did not and are not expected to have a material effect on our financial statements, but we will assess any eligible contract modifications in the future.

There were no other accounting standards recently issued that had or are expected to have a material impact on our consolidated financial statements and associated disclosures.

3. Income Taxes

For the three months ended March 31, 2021 and 2020, we recorded $51.4 million and $4.0 million, respectively, of income tax expense and had an effective rate of 25.6% and 24.7%, respectively. During the three months ended March 31, 2021, the primary reason for the difference between the federal statutory income tax rate of 21% and the effective tax rate was the effect of state taxes. During the three months ended March 31, 2020, the primary reason for the difference between the federal statutory income tax rate of 21% and the effective tax rate was the effect of state taxes, offset by excess tax benefits of vested share-based payment awards and accounting for the tax impact of the CARES Act.

During the three months ended March 31, 2021 and 2020, cash paid for taxes, net of refunds received, were $1.0 million and $5.3 million, respectively.

4. Net Income Per Common Share

Basic net income per common share is computed by dividing net income by the weighted average number of common shares outstanding during the period. Weighted average common shares outstanding for the basic net income per common share calculation includes certain vested restricted stock units (RSUs) and performance stock units (PSUs) as there are no conditions under which those shares will not be issued. Diluted net income per common share is computed by dividing net income by the combination of the weighted average number of common shares outstanding during the period and other potentially dilutive weighted average common shares. Other potentially dilutive weighted average common shares include the dilutive effect of stock options, RSUs, and PSUs for each period using the treasury stock method. Under the treasury stock method, the exercise price of a share and the amount of compensation expense, if any, for future service that has not yet been recognized are assumed to be used to repurchase shares in the current period.

The following table sets forth the computation of basic and diluted net income per common share:

	Three Months Ended March 31	
	2021	2020
	(thousands, except per-share data)	
Net income	**$ 149,156**	**$ 12,200**
Weighted average common shares outstanding during the period (for basic calculation)	39,355	39,163
Dilutive effect of other potential common shares	275	242
Weighted average common shares and potential common shares (for diluted calculation)	39,630	39,405
Net income per common share - Basic	**$ 3.79**	**$ 0.31**
Net income per common share - Diluted	**$ 3.76**	**$ 0.31**

The computation of the dilutive effect of other potential common shares excludes stock awards representing an insignificant number of shares of common stock in both the three months ended March 31, 2021 and 2020. Under the treasury stock method, the inclusion of these stock awards would have been antidilutive.

5. Curtailment of Manufacturing Facility

On February 20, 2020, we decided to permanently curtail I-joist production at our Roxboro, North Carolina facility by March 31, 2020. As a result of the curtailment, we recorded $15.0 million of accelerated depreciation during first quarter 2020 to fully depreciate the curtailed I-joist assets. In addition, we recorded $1.7 million of various closure-related costs in "Loss on curtailment of facility" in our Consolidated Statements of Operations.

6. Debt

Long-term debt consisted of the following:

	March 31, 2021	December 31, 2020
	(thousands)	
Asset-based revolving credit facility due 2025	$ —	$ —
Asset-based credit facility term loan due 2025	50,000	50,000
4.875% senior notes due 2030	400,000	400,000
Deferred financing costs	(5,999)	(6,208)
Long-term debt	**$ 444,001**	**$ 443,792**

Asset-Based Credit Facility

On May 15, 2015, Boise Cascade and its principal operating subsidiaries, Boise Cascade Wood Products, L.L.C., and Boise Cascade Building Materials Distribution, L.L.C., as borrowers, and Boise Cascade Wood Products Holdings Corp., as guarantor, entered into an Amended and Restated Credit Agreement, as amended, (Amended Agreement) with Wells Fargo Capital Finance, LLC, as administrative agent, and the banks named therein as lenders. The Amended Agreement includes a $350 million senior secured asset-based revolving credit facility (Revolving Credit Facility) and a $50.0 million term loan (ABL Term Loan) maturing on March 13, 2025. Interest on borrowings under our Revolving Credit Facility and ABL Term Loan are payable monthly. Borrowings under the Amended Agreement are constrained by a borrowing base formula dependent upon levels of eligible receivables and inventory reduced by outstanding borrowings and letters of credit (Availability).

The Amended Agreement is secured by a first-priority security interest in substantially all of our assets, except for property and equipment. The proceeds of borrowings under the agreement are available for working capital and other general corporate purposes.

The Amended Agreement contains customary nonfinancial covenants, including a negative pledge covenant and restrictions on new indebtedness, investments, distributions to equity holders, asset sales, and affiliate transactions, the scope of which are dependent on the Availability existing from time to time. The Amended Agreement also contains a requirement that we meet a 1:1 fixed-charge coverage ratio (FCCR), applicable only if Availability falls below 10% of the aggregate revolving lending commitments (or $35 million). Availability exceeded the minimum threshold amounts required for testing of the FCCR at all times since entering into the Amended Agreement, and Availability at March 31, 2021, was $345.3 million.

The Amended Agreement permits us to pay dividends only if at the time of payment (i) no default has occurred or is continuing (or would result from such payment) under the Amended Agreement, and (ii) pro forma Excess Availability (as defined in the Amended Agreement) is equal to or exceeds 25% of the aggregate Revolver Commitments (as defined in the Amended Agreement) or (iii) (x) pro forma Excess Availability is equal to or exceeds 15% of the aggregate Revolver Commitment and (y) our fixed-charge coverage ratio is greater than or equal to 1:1 on a pro forma basis.

Revolving Credit Facility

Interest rates under the Revolving Credit Facility are based, at our election, on either LIBOR or a base rate, as defined in the Amended Agreement, plus a spread over the index elected that ranges from 1.25% to 1.50% for loans based on LIBOR and from 0.25% to 0.50% for loans based on the base rate. The spread is determined on the basis of a pricing grid that results in a higher spread as average quarterly Availability declines. Letters of credit are subject to a fronting fee payable to the issuing bank and a fee payable to the lenders equal to the LIBOR margin rate. In addition, we are required to pay an unused commitment fee at a rate of 0.25% per annum of the average unused portion of the lending commitments.

At both March 31, 2021, and December 31, 2020, we had no borrowings outstanding under the Revolving Credit Facility and $4.7 million and $4.8 million, respectively, of letters of credit outstanding. These letters of credit and borrowings, if any, reduce Availability under the Revolving Credit Facility by an equivalent amount.

ABL Term Loan

The ABL Term Loan was provided by institutions within the Farm Credit system. Borrowings under the ABL Term Loan may be repaid from time to time at the discretion of the borrowers without premium or penalty. However, any principal amount of ABL Term Loan repaid may not be subsequently re-borrowed.

Interest rates under the ABL Term Loan are based, at our election, on either LIBOR or a base rate, as defined in the Amended Agreement, plus a spread over the index elected that ranges from 1.75% to 2.00% for LIBOR rate loans and from 0.75% to 1.00% for base rate loans, both dependent on the amount of Average Excess Availability (as defined in the Amended Agreement). During the three months ended March 31, 2021, the average interest rate on the ABL Term Loan was approximately 1.87%.

We have received and expect to continue receiving patronage credits under the ABL Term Loan. Patronage credits are distributions of profits from banks in the Farm Credit system, which are cooperatives that are required to distribute profits to their members. Patronage distributions, which are generally made in cash, are received in the year after they are earned. Patronage credits are recorded as a reduction to interest expense in the year earned. After giving effect to expected patronage distributions, the effective average net interest rate on the ABL Term Loan was approximately 0.9% during the three months ended March 31, 2021.

2030 Notes

On July 27, 2020, we issued $400 million of 4.875% senior notes due July 1, 2030 (2030 Notes) through a private placement that was exempt from the registration requirements of the Securities Act. Interest on our 2030 Notes is payable semiannually in arrears on January 1 and July 1. The 2030 Notes are guaranteed by each of our existing and future direct or indirect domestic subsidiaries that is a guarantor under our Amended Agreement.

The 2030 Notes are senior unsecured obligations and rank equally with all of the existing and future senior indebtedness of Boise Cascade Company and of the guarantors, senior to all of their existing and future subordinated indebtedness, effectively subordinated to all of their present and future senior secured indebtedness (including all borrowings with respect to our Amended Agreement to the extent of the value of the assets securing such indebtedness), and structurally subordinated to the indebtedness of any subsidiaries that do not guarantee the 2030 Notes.

The terms of the indenture governing the 2030 Notes, among other things, limit the ability of Boise Cascade and our restricted subsidiaries to: incur additional debt; declare or pay dividends; redeem stock or make other distributions to stockholders; make investments; create liens on assets; consolidate, merge or transfer substantially all of their assets; enter into transactions with affiliates; and sell or transfer certain assets. The indenture governing the 2030 Notes permits us to pay dividends only if at the time of payment (i) no default has occurred or is continuing (or would result from such payment) under the indenture, and (ii) our consolidated leverage ratio is no greater than 3.5:1, or (iii) the dividend, together with other dividends since the issue date, would not exceed our "builder" basket under the indenture. In addition, the indenture includes certain specific baskets for the payment of dividends.

The indenture governing the 2030 Notes provides for customary events of default and remedies.

Interest Rate Swaps

For information on interest rate swaps, see Interest Rate Risk and Interest Rate Swaps of Note 2, Summary of Significant Accounting Policies.

Cash Paid for Interest

For the three months ended March 31, 2021 and 2020, cash payments for interest were $8.7 million and $10.7 million, respectively.

7. Leases

Lease Costs

The components of lease expense were as follows:

	Three Months Ended March 31	
	2021	2020
	(thousands)	
Operating lease cost	$ 3,363	$ 3,346
Finance lease cost		
Amortization of right-of-use assets	606	447
Interest on lease liabilities	592	485
Variable lease cost	785	707
Short-term lease cost	1,083	1,133
Sublease income	(30)	(39)
Total lease cost	**$ 6,399**	**$ 6,079**

Other Information

Supplemental cash flow information related to leases was as follows:

	Three Months Ended March 31	
	2021	2020
	(thousands)	
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 3,250	$ 3,329
Operating cash flows from finance leases	586	485
Financing cash flows from finance leases	380	264
Right-of-use assets obtained in exchange for lease obligations		
Operating leases	—	2,608
Finance leases	—	974

Other information related to leases was as follows:

	March 31, 2021	December 31, 2020
Weighted-average remaining lease term (years)		
Operating leases	7	8
Finance leases	15	15
Weighted-average discount rate		
Operating leases	6.3 %	6.4 %
Finance leases	7.7 %	7.7 %

As of March 31, 2021, our minimum lease payment requirements for noncancelable operating and finance leases are as follows:

	Operating Leases	Finance Leases
	(thousands)	
Remainder of 2021	$ 10,327	$ 2,910
2022	13,007	3,879
2023	12,055	3,919
2024	11,171	3,916
2025	9,428	3,601
Thereafter	25,545	37,801
Total future minimum lease payments	81,533	56,026
Less: interest	(17,963)	(23,418)
Total lease obligations	63,570	32,608
Less: current obligations	(10,133)	(1,549)
Long-term lease obligations	**$ 53,437**	**$ 31,059**

As of March 31, 2021, the minimum lease payment amount for leases signed but not yet commenced was $7.3 million.

8. *Retirement and Benefit Plans*

The following table presents the pension benefit costs:

	Three Months Ended March 31	
	2021	2020
	(thousands)	
Service cost	$ —	$ 168
Interest cost	24	1,473
Expected return on plan assets	—	(1,374)
Amortization of actuarial (gain) loss	(5)	202
Plan settlement loss	—	86
Net periodic benefit expense	**$ 19**	**$ 555**

Service cost is recorded in the same income statement line items as other employee compensation costs arising from services rendered, and the other components of net periodic benefit expense are recorded in "Pension expense (excluding service costs)" in our Consolidated Statements of Operations.

During the three months ended March 31, 2021, we paid $0.1 million in cash to the nonqualified pension plan participants. For the remainder of 2021, we expect to make approximately $0.3 million in cash payments to our nonqualified pension plan participants.

9. *Stock-Based Compensation*

In first quarter 2021 and 2020, we granted two types of stock-based awards under our incentive plan: performance stock units (PSUs) and restricted stock units (RSUs).

PSU and RSU Awards

During the three months ended March 31, 2021, we granted 73,265 PSUs to our officers and other employees, subject to performance and service conditions. For the officers, the number of shares actually awarded will range from 0% and 200% of the target amount, depending upon Boise Cascade's 2021 return on invested capital (ROIC), as approved by our Compensation Committee in accordance with the related grant agreement. For the other employees, the number of shares actually awarded will range from 0% to 200% of the target amount, depending upon Boise Cascade’s 2021 EBITDA, defined as income before interest (interest expense and interest income), income taxes, and depreciation and amortization, determined in accordance with the related grant agreement. Because the ROIC and EBITDA components contain a performance condition, we record compensation expense over the requisite service period based on the most probable number of shares expected to vest.

During the three months ended March 31, 2020, we granted 94,850 PSUs to our officers and other employees, subject to performance and service conditions. During the 2020 performance period, officers and other employees both earned 200% of the target based on Boise Cascade’s 2020 ROIC and EBITDA, determined by our Compensation Committee in accordance with the related grant agreement.

The PSUs granted to officers generally vest in a single installment three years from the date of grant, while the PSUs granted to other employees vest in three equal tranches each year after the grant date.

During the three months ended March 31, 2021 and 2020, we granted an aggregate of 96,622 and 125,716 RSUs, respectively, to our officers, other employees, and nonemployee directors with only service conditions. The RSUs granted to officers and other employees vest in three equal tranches each year after the grant date. The RSUs granted to nonemployee directors vest over a one year period.

We based the fair value of PSU and RSU awards on the closing market price of our common stock on the grant date. During the three months ended March 31, 2021 and 2020, the total fair value of PSUs and RSUs vested was $9.2 million and $11.1 million, respectively.

The following summarizes the activity of our PSUs and RSUs awarded under our incentive plan for the three months ended March 31, 2021:

	PSUs		RSUs	
	Number of shares	**Weighted Average Grant-Date Fair Value**	**Number of shares**	**Weighted Average Grant-Date Fair Value**
Outstanding, December 31, 2020	196,340	$ 35.34	212,766	$ 34.24
Granted	73,265	52.45	96,622	52.45
Performance condition adjustment (a)	94,850	36.45	—	—
Vested	(68,223)	38.70	(106,200)	35.64
Forfeited	(11,775)	34.89	(7,398)	33.79
Outstanding, March 31, 2021	**284,457**	**$ 39.33**	**195,790**	**$ 42.48**

(a) Represents additional PSUs granted during the three months ended March 31, 2021, related to the 2020 performance condition adjustment described above.

Compensation Expense

We record compensation expense over the awards' vesting period and account for share-based award forfeitures as they occur, rather than making estimates of future forfeitures. Any shares not vested are forfeited. We recognize stock awards with only service conditions on a straight-line basis over the requisite service period. Most of our share-based compensation expense was recorded in "General and administrative expenses" in our Consolidated Statements of Operations. Total stock-based compensation recognized from PSUs and RSUs, net of forfeitures, was as follows:

	Three Months Ended March 31	
	2021	**2020**
	(thousands)	
PSUs	$ 1,089	$ 610
RSUs	1,003	1,064
Total	**$ 2,092**	**$ 1,674**

The related tax benefit for the three months ended March 31, 2021 and 2020, was $0.5 million and $0.4 million respectively. As of March 31, 2021, total unrecognized compensation expense related to nonvested share-based compensation arrangements was $18.9 million. This expense is expected to be recognized over a weighted-average period of 2.3 years.

10. Stockholders' Equity

Dividends

On November 14, 2017, we announced that our board of directors approved a dividend policy to pay quarterly cash dividends to holders of our common stock. For more information regarding our dividend declarations and payments made during each of the three months ended March 31, 2021 and 2020, see "Common stock dividends" on our Consolidated Statements of Stockholders' Equity.

On May 6, 2021, our board of directors declared a quarterly dividend of $0.10 per share on our common stock, payable on June 15, 2021, to stockholders of record on June 1, 2021. For a description of the restrictions in our asset-based credit facility and the indenture governing our senior notes on our ability to pay dividends, see Note 6, Debt.

Future dividend declarations, including amount per share, record date and payment date, will be made at the discretion of our board of directors and will depend upon, among other things, legal capital requirements and surplus, our future operations and earnings, general financial condition, contractual obligations, restrictions imposed by our asset-based credit facility and the indenture governing our senior notes, applicable laws, and other factors that our board of directors may deem relevant.

Accumulated Other Comprehensive Loss

The following table details the changes in accumulated other comprehensive loss for the three months ended March 31, 2021 and 2020:

	Three Months Ended March 31	
	2021	**2020**
	(thousands)	
Beginning balance, net of taxes	$ (1,078)	$ (50,248)
Amortization of actuarial (gain) loss, before taxes (a)	(5)	202
Effect of settlements, before taxes (a)	—	86
Income taxes	1	(73)
Ending balance, net of taxes	**$ (1,082)**	**$ (50,033)**

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(a) Represents amounts reclassified from accumulated other comprehensive loss. These amounts are included in the computation of net periodic pension cost. For additional information, see Note 8, Retirement and Benefit Plans.

11. Transactions With Related Party

Louisiana Timber Procurement Company, L.L.C. (LTP) is an unconsolidated variable-interest entity that is 50% owned by us and 50% owned by Packaging Corporation of America (PCA). LTP procures sawtimber, pulpwood, residual chips, and other residual wood fiber to meet the wood and fiber requirements of us and PCA in Louisiana. We are not the primary beneficiary of LTP as we do not have power to direct the activities that most significantly affect the economic performance of LTP. Accordingly, we do not consolidate LTP's results in our financial statements.

Sales

Related-party sales to LTP from our Wood Products segment in our Consolidated Statements of Operations were $3.3 million and $4.2 million, respectively, during the three months ended March 31, 2021 and 2020. These sales are recorded in "Sales" in our Consolidated Statements of Operations.

Costs and Expenses

Related-party wood fiber purchases from LTP were $20.3 million and $22.6 million, respectively, during the three months ended March 31, 2021 and 2020. These costs are recorded in "Materials, labor, and other operating expenses (excluding depreciation)" in our Consolidated Statements of Operations.

12. *Segment Information*

We operate our business using two reportable segments: Wood Products and Building Materials Distribution. Unallocated corporate costs are presented as reconciling items to arrive at operating income. There are no differences in our basis of measurement of segment profit or loss from those disclosed in Note 17, Segment Information, of the Notes to Consolidated Financial Statements in "Item 8. Financial Statements and Supplementary Data" in our 2020 Form 10-K.

Wood Products and Building Materials Distribution segment sales to external customers, including related parties, by product line are as follows:

	Three Months Ended March 31	
	2021	**2020**
	(millions)	
Wood Products (a)		
LVL	$ 6.0	$ 6.1
I-joists	4.8	4.5
Other engineered wood products	10.6	6.4
Plywood and veneer	122.9	63.8
Lumber	18.9	12.3
Byproducts	17.6	20.7
Other	5.8	6.8
	186.5	120.5
Building Materials Distribution		
Commodity	906.2	440.3
General line	472.7	397.3
Engineered wood products	255.9	212.4
	1,634.8	1,050.0
	$ 1,821.3	**$ 1,170.5**

(a) Amounts represent sales to external customers. Sales are calculated after intersegment sales eliminations to our Building Materials Distribution segment, as well as the cost of EWP rebates and sales allowances provided at various stages of the supply chain (including distributors, retail lumberyards, and professional builders). For the three months ended March 31, 2021 and 2020, approximately 78% and 79%, respectively, of Wood Products' EWP sales volumes were to our Building Materials Distribution segment.

An analysis of our operations by segment is as follows:

	Three Months Ended March 31	
	2021	2020
	(thousands)	
Net sales by segment		
Wood Products	$ 432,335	$ 320,061
Building Materials Distribution	1,634,777	1,049,997
Intersegment eliminations (a)	(245,796)	(199,524)
Total net sales	**$ 1,821,316**	**$ 1,170,534**
Segment operating income		
Wood Products (b)	$ 97,052	$ 3,763
Building Materials Distribution	120,219	29,302
Total segment operating income	217,271	33,065
Unallocated corporate costs	(12,010)	(7,518)
Income from operations	**$ 205,261**	**$ 25,547**

(a) Primarily represents intersegment sales from our Wood Products segment to our Building Materials Distribution segment.

(b) Wood Products segment operating income for the three months ended March 31, 2020, included $15.0 million of accelerated depreciation and $1.7 million of other closure-related costs due to the permanent curtailment of I-joist production at our Roxboro, North Carolina facility. For more information, see Note 5, Curtailment of Manufacturing Facility.

13. Commitments, Legal Proceedings and Contingencies, and Guarantees

Commitments

We are a party to a number of long-term log supply agreements that are discussed in Note 18, Commitments, Legal Proceedings and Contingencies, and Guarantees, of the Notes to Consolidated Financial Statements in "Item 8. Financial Statements and Supplementary Data" in our 2020 Form 10-K. In addition, we have purchase obligations for goods and services, capital expenditures, and raw materials entered into in the normal course of business. As of March 31, 2021, there have been no material changes to the above commitments disclosed in the 2020 Form 10-K.

Legal Proceedings and Contingencies

We are a party to legal proceedings that arise in the ordinary course of our business, including commercial liability claims, premises claims, environmental claims, and employment-related claims, among others. As of the date of this filing, we believe it is not reasonably possible that any of the legal actions against us will, individually or in the aggregate, have a material adverse effect on our financial position, results of operations, or cash flows.

Guarantees

We provide guarantees, indemnifications, and assurances to others. Note 18, Commitments, Legal Proceedings and Contingencies, and Guarantees, of the Notes to Consolidated Financial Statements in "Item 8. Financial Statements and Supplementary Data" in our 2020 Form 10-K describes the nature of our guarantees, including the approximate terms of the guarantees, how the guarantees arose, the events or circumstances that would require us to perform under the guarantees, and the maximum potential undiscounted amounts of future payments we could be required to make. As of March 31, 2021, there have been no material changes to the guarantees disclosed in the 2020 Form 10-K.

ITEM 2. *MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS*

Understanding Our Financial Information

This Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with our consolidated financial statements and related notes in "Item 1. Financial Statements" of this Form 10-Q, as well as our 2020 Form 10-K. The following discussion includes statements regarding our expectations with respect to our future performance, liquidity, and capital resources. Such statements, along with any other nonhistorical statements in the discussion, are forward-looking. These forward-looking statements include, without limitation, any statement that may predict, indicate, or imply future results, performance, or achievements and may contain the words "may," "will," "expect," "believe," "should," "plan," "anticipate," and other similar expressions. All of these forward-looking statements are based on estimates and assumptions made by our management that, although believed by us to be reasonable, are inherently uncertain. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described in "Item 1A. Risk Factors" in our 2020 Form 10-K, as well as those factors listed in other documents we file with the Securities and Exchange Commission (SEC). We do not assume an obligation to update any forward-looking statement. Our future actual results may differ materially from those contained in or implied by any of the forward-looking statements in this Form 10-Q.

Background

Boise Cascade Company is a building products company headquartered in Boise, Idaho. As used in this Form 10-Q, the terms "Boise Cascade," "we," and "our" refer to Boise Cascade Company and its consolidated subsidiaries. Boise Cascade is a large, vertically-integrated wood products manufacturer and building materials distributor. We have two reportable segments: (i) Wood Products, which primarily manufactures engineered wood products (EWP) and plywood; and (ii) Building Materials Distribution (BMD), which is a wholesale distributor of building materials. Demand for the products we manufacture, as well as the products we purchase and distribute, is closely correlated with new residential construction in the U.S. To a lesser extent, demand for our products correlates with residential repair-and-remodeling activity and light commercial construction. For more information, see Note 12, Segment Information, of the Condensed Notes to Unaudited Quarterly Consolidated Financial Statements in "Item 1. Financial Statements" of this Form 10-Q.

Executive Overview

We recorded income from operations of $205.3 million during the three months ended March 31, 2021, compared with income from operations of $25.5 million during the three months ended March 31, 2020. In our Wood Products segment, income increased $93.3 million to $97.1 million for the three months ended March 31, 2021, from $3.8 million for the three months ended March 31, 2020, due primarily to higher plywood, lumber and EWP sales prices, higher I-joists sales volumes, and lower depreciation and amortization expense, offset partially by higher wood fiber and other manufacturing costs. In our Building Materials Distribution segment, income increased $90.9 million to $120.2 million for the three months ended March 31, 2021, from $29.3 million for the three months ended March 31, 2020, driven by a gross margin increase of $115.3 million, resulting primarily from improved sales volumes and gross margins on substantially all products lines, particularly commodity products, compared with first quarter 2020. The margin improvement was offset partially by increased selling and distribution expenses and general and administrative expenses of $20.5 million and $3.4 million, respectively. These changes are discussed further in "Our Operating Results" below.

We ended first quarter 2021 with $457.0 million of cash and cash equivalents and $345.3 million of undrawn committed bank line availability, for total available liquidity of $802.3 million. We had $444.0 million of outstanding debt at March 31, 2021. We generated $51.6 million of cash during the three months ended March 31, 2021, as cash provided by operations was offset partially by capital spending, dividends paid on our common stock, and tax withholding payments on stock-based awards. A further description of our cash sources and uses for the three month comparative periods are discussed in "Liquidity and Capital Resources" below.

As both a manufacturer and a distributor, our first quarter 2021 financial results were favorably impacted by higher commodity wood products pricing compared to pricing in the same period last year. The momentum of robust construction activity experienced in the latter half of 2020 continued throughout first quarter 2021, with stronger than typical demand during the winter months. Across commodity product lines, product demand in the first quarter exceeded supply, and certain producers also struggled with production due to raw material constraints or winter storms, causing significant increases in commodity products prices. While not subject to the significant price fluctuations of commodity products, demand also exceeded supply for many of the general line and EWP products distributed by BMD. Our BMD warehouse sales were strong throughout the first quarter as our retail lumberyard customers relied on our broad base of inventory and high service levels to minimize their working capital investment given historically high commodity product prices. In addition, we have had strong demand from our home center customers in response to elevated repair and remodel and "do-it-yourself" activity as people are spending more time at home during the pandemic.

Wood Products continues to experience periodic short-term disruptions at many locations due to COVID-19 as we continue efforts to increase production rates in response to strong end-product demand, particularly for our EWP. In addition, we have experienced COVID-19 related short-term disruptions at our BMD locations, and our activity levels across our distribution network continue to vary widely as COVID-19 or weather impacts geographies across the U.S. to differing degrees. Furthermore, supply side constraints across product lines and lean inventories throughout the supply chain have limited the industry's ability to meet underlying demand. We continue to conduct business with modifications to mill and distribution center housekeeping and cleanliness protocols, employee travel, employee work locations, and virtualization or cancellation of certain sales and marketing events, among other modifications. In addition, we continue to actively monitor evolving developments and may take actions that alter our business operations as may be required by federal, state, or local authorities, or that we determine are in the best interests of our employees, customers, suppliers, communities, and stockholders.

While there continues to be a heightened level of economic uncertainty due to the pandemic, low mortgage rates, continuation of work-from-home practices by many in the economy, and demographics in the U.S. have created a favorable demand environment for new residential construction, particularly single-family housing starts, which we expect to continue in 2021 and into next year. Furthermore, with homeowners spending more time at home, repair and remodel spending may remain elevated as homeowners invest in existing homes. As of April 2021, the Blue Chip Economic Indicators consensus forecast for 2021 and 2022 single- and multi-family housing starts in the U.S. were 1.55 million and 1.54 million units, respectively, compared with actual housing starts of 1.38 million in 2020, as reported by the U.S. Census Bureau. Although we believe that current U.S. demographics support the higher level of forecasted housing starts, and many national home builders are reporting strong near-term backlogs, supply induced constraints on residential construction and repair-and-remodeling activity may continue to extend build times and limit activity.

Strong demand when coupled with capacity constraints in first quarter 2021 created supply/demand imbalances in the marketplace and historically high pricing levels for commodity lumber and panel products. Future commodity product pricing will be dependent on the impact of COVID-19 on residential construction, capacity restoration and industry operating rates, net import and export activity, transportation constraints or disruptions, inventory levels in various distribution channels, and seasonal demand patterns. As a wholesale distributor of a broad mix of commodity products and a manufacturer of certain commodity products, our sales and profitability are influenced by changes in commodity product prices.

Factors That Affect Our Operating Results and Trends

Our results of operations and financial performance are influenced by a variety of factors, including the following:

- the duration and magnitude of impacts of the COVID-19 pandemic;
- the commodity nature of our products and their price movements, which are driven largely by industry capacity and operating rates, industry cycles that affect supply and demand, and net import and export activity;
- general economic conditions, including but not limited to housing starts, repair-and-remodeling activity, light commercial construction, inventory levels of new and existing homes for sale, foreclosure rates, interest rates, unemployment rates, household formation rates, prospective home buyers' access to and cost of financing, and housing affordability, that ultimately affect demand for our products;
- the highly competitive nature of our industry;
- disruptions to information systems used to process and store customer, employee, and vendor information, as well as the technology that manages our operations and other business processes;
- material disruptions and/or major equipment failure at our manufacturing facilities;
- concentration of our sales among a relatively small group of customers, as well as the financial condition and creditworthiness of our customers;

- product shortages, loss of key suppliers, and our dependence on third-party suppliers and manufacturers;
- labor disruptions, shortages of skilled and technical labor, or increased labor costs;
- the need to successfully formulate and implement succession plans for key members of our management team;
- impairment of our long-lived assets, goodwill, and/or intangible assets;
- cost and availability of raw materials, including wood fiber and glues and resins;
- cost of compliance with government regulations, in particular environmental regulations;
- our ability to successfully and efficiently complete and integrate acquisitions;
- declines in demand for our products due to competing technologies or materials, as well as changes in building code provisions;
- substantial ongoing capital investment costs, including those associated with acquisitions, and the difficulty in offsetting fixed costs related to those investments;
- the cost and availability of third-party transportation services used to deliver the goods we manufacture and distribute, as well as our raw materials;
- exposure to product liability, product warranty, casualty, construction defect, and other claims;
- our indebtedness, including the possibility that we may not generate sufficient cash flows from operations or that future borrowings may not be available in amounts sufficient to fulfill our debt obligations and fund other liquidity needs;
- restrictive covenants contained in our debt agreements;
- fluctuations in the market for our equity; and
- the other factors described in "Item 1A. Risk Factors" in our 2020 Form 10-K.

Our Operating Results

The following tables set forth our operating results in dollars and as a percentage of sales for the three months ended March 31, 2021 and 2020:

	Three Months Ended March 31	
	2021	**2020**
	(millions)	
Sales	$ 1,821.3	$ 1,170.5
Costs and expenses		
Materials, labor, and other operating expenses (excluding depreciation)	1,450.4	992.3
Depreciation and amortization	19.5	35.3
Selling and distribution expenses	120.9	99.5
General and administrative expenses	25.3	16.1
Loss on curtailment of facility	—	1.7
Other (income) expense, net	(0.1)	0.2
	1,616.1	1,145.0
Income from operations	**$ 205.3**	**$ 25.5**
	(percentage of sales)	
Sales	100.0 %	100.0 %
Costs and expenses		
Materials, labor, and other operating expenses (excluding depreciation)	79.6 %	84.8 %
Depreciation and amortization	1.1	3.0
Selling and distribution expenses	6.6	8.5
General and administrative expenses	1.4	1.4
Loss on curtailment of facility	—	0.1
Other (income) expense, net	—	—
	88.7 %	97.8 %
Income from operations	**11.3 %**	**2.2 %**

Sales Volumes and Prices

Set forth below are historical U.S. housing starts data, segment sales volumes and average net selling prices for the principal products sold by our Wood Products segment, and sales mix and gross margin information for our Building Materials Distribution segment for the three months ended March 31, 2021 and 2020.

	Three Months Ended March 31	
	2021	**2020**
	(thousands)	
U.S. Housing Starts (a)		
Single-family	256.5	214.4
Multi-family	106.2	114.8
	362.7	**329.2**
	(thousands)	
Segment Sales		
Wood Products	$ 432,335	$ 320,061
Building Materials Distribution	1,634,777	1,049,997
Intersegment eliminations	(245,796)	(199,524)
Total sales	**$ 1,821,316**	**$ 1,170,534**
Wood Products	**(millions)**	
Sales Volumes		
Laminated veneer lumber (LVL) (cubic feet)	4.4	4.7
I-joists (equivalent lineal feet)	72	59
Plywood (sq. ft.) (3/8" basis)	303	318
Wood Products	**(dollars per unit)**	
Average Net Selling Prices		
Laminated veneer lumber (LVL) (cubic foot)	$ 19.00	$ 18.50
I-joists (1,000 equivalent lineal feet)	1,319	1,276
Plywood (1,000 sq. ft.) (3/8" basis)	556	267
	(percentage of Building Materials Distribution sales)	
Building Materials Distribution		
Product Line Sales		
Commodity	55.4 %	41.9 %
General line	28.9 %	37.9 %
Engineered wood	15.7 %	20.2 %
Gross margin percentage (b)	15.1 %	12.6 %

(a) Actual U.S. housing starts data reported by the U.S. Census Bureau.

(b) We define gross margin as "Sales" less "Materials, labor, and other operating expenses (excluding depreciation)." Substantially all costs included in "Materials, labor, and other operating expenses (excluding depreciation)" for our Building Materials Distribution segment are for inventory purchased for resale. Gross margin percentage is gross margin as a percentage of segment sales.

Sales

For the three months ended March 31, 2021, total sales increased $650.8 million, or 56%, to $1,821.3 million from $1,170.5 million during the three months ended March 31, 2020. As described below, the increase in sales was driven by the changes in sales prices and volumes for the products we manufacture and distribute with single-family residential construction activity being the key demand driver of our sales. In first quarter 2021, U.S. housing starts increased 10%, with single-family starts up 20% from the same period in 2020. Average composite panel and average composite lumber prices for the three months ended March 31, 2021, were 151% and 143% higher, respectively, than in the same period in the prior year, as reflected by Random Lengths composite lumber and panel pricing.

Wood Products. Sales, including sales to our BMD segment, increased $112.3 million, or 35%, to $432.3 million for the three months ended March 31, 2021, from $320.1 million for the three months ended March 31, 2020. The increase in sales was driven primarily by higher plywood prices of 108%, resulting in increased sales of $87.6 million. Plywood demand in the first quarter far outpaced industry production levels, driving the favorable pricing. Higher sales volumes for I-joists of 20% resulted in increased sales of $15.4 million and higher sales prices for lumber of 88% resulted in increased sales of $8.8 million. In addition, sales prices for I-joists and LVL each increased 3%, resulting in increased sales of $3.1 million and $2.2 million, respectively. These increases were offset partially by lower sales volumes for LVL and plywood of 7% and 5%, respectively, resulting in decreased sales of $5.8 million and $3.9 million, respectively. The lower volume for plywood sales reflects our continued work to optimize veneer into EWP production, as well as rolling curtailments at our Elgin plywood facility as we manage environmental permits and log supply availability, periodic short-term disruptions related to COVID-19, and a significant winter storm in Louisiana during February 2021.

Building Materials Distribution. Sales increased $584.8 million, or 56%, to $1,634.8 million for the three months ended March 31, 2021, from $1,050.0 million for the three months ended March 31, 2020. Compared with the same quarter in the prior year, the overall increase in sales was driven by sales volume and sales price increases of 34% and 22%, respectively. By product line, commodity sales increased 106%, or $465.9 million; general line product sales increased 19%, or $75.4 million; and sales of EWP (substantially all of which are sourced through our Wood Products segment) increased 21%, or $43.5 million.

Costs and Expenses

Materials, labor, and other operating expenses (excluding depreciation) increased $458.2 million, or 46%, to $1,450.4 million for the three months ended March 31, 2021, compared with $992.3 million during the same period in the prior year. In our Wood Products segment, materials, labor, and other operating expenses increased, due to higher per-unit costs of OSB (used in the manufacture of I-joists) and logs of approximately 42% and 11%, compared with first quarter 2020. However, materials, labor, and other operating expenses as a percentage of sales (MLO rate) in our Wood Products segment decreased by 1,420 basis points, which was primarily due to higher plywood sales prices, resulting in improved leveraging of wood fiber costs, labor costs, and other manufacturing costs. In BMD, materials, labor, and other operating expenses increased, driven by higher purchased materials costs as a result of higher sales volumes and higher commodity prices, compared with first quarter 2020. However, the BMD segment MLO rate improved 250 basis points compared with the first quarter 2020 due primarily to improved sales volumes and gross margin percentages for substantially all product lines, particularly commodity product sales, driven by an increasing commodity price environment during first quarter 2021.

Depreciation and amortization expenses decreased $15.8 million, or 45%, to $19.5 million for the three months ended March 31, 2021, compared with $35.3 million during the same period in the prior year, due primarily to recording accelerated depreciation of $15.0 million in first quarter 2020 to fully depreciate the curtailed I-joist production assets at our Roxboro, North Carolina facility. For additional information, see Note 5, Curtailment of Manufacturing Facility, of the Condensed Notes to Unaudited Quarterly Consolidated Financial Statements in "Item 1. Financial Statements" of this Form 10-Q.

Selling and distribution expenses increased $21.5 million, or 22%, to $120.9 million for the three months ended March 31, 2021, compared with $99.5 million during the same period in the prior year, due primarily to higher employee-related expenses of $21.6 million, most of which relates to incentive compensation, as well as higher shipping and handling costs of $2.2 million. These increases were offset partially by lower travel and entertainment expenses of $1.7 million.

General and administrative expenses increased $9.2 million, or 57%, to $25.3 million for the three months ended March 31, 2021, compared with $16.1 million for the same period in the prior year. The increase was primarily a result of higher employee-related expenses of $9.8 million, most of which relates to incentive compensation, offset partially by lower travel and entertainment expenses.

For the three months ended March 31, 2020, loss on curtailment of facility was $1.7 million, representing various closure-related costs from the permanent curtailment of I-joist production at our Roxboro, North Carolina facility. For additional information, see Note 5, Curtailment of Manufacturing Facility, of the Condensed Notes to Unaudited Quarterly Consolidated Financial Statements in "Item 1. Financial Statements" of this Form 10-Q.

Income From Operations

Income from operations increased $179.7 million to $205.3 million for the three months ended March 31, 2021, compared with $25.5 million for the three months ended March 31, 2020.

Wood Products. Segment income increased $93.3 million to $97.1 million for the three months ended March 31, 2021, compared with $3.8 million for the three months ended March 31, 2020. The increase in segment income was due primarily to higher plywood, lumber and EWP sales prices, as well as higher I-joists sales volumes. In addition, first quarter 2020 results included accelerated depreciation and amortization expense and loss on curtailment of facility of $15.0 million and $1.7 million, respectively, related to the permanent curtailment of I-joist production at our Roxboro, North Carolina facility. These increases in segment income were offset partially by higher wood fiber and other manufacturing costs. In addition, selling and distribution expenses and general and administrative expenses increased $1.0 million and $1.3 million, respectively.

Building Materials Distribution. Segment income increased $90.9 million to $120.2 million for the three months ended March 31, 2021, from $29.3 million for the three months ended March 31, 2020. The increase in segment income was driven by a gross margin increase of $115.3 million, resulting primarily from improved sales volumes and gross margins on substantially all product lines, particularly commodity products, compared with first quarter 2020. The margin improvement was offset partially by increased selling and distribution expenses and general and administrative expenses of $20.5 million and $3.4 million, respectively.

Corporate. Unallocated corporate expenses increased $4.5 million to $12.0 million for the three months ended March 31, 2021, from $7.5 million for the same period in the prior year. The increase was due primarily to higher employee-related expenses, most of which relates to incentive compensation.

Other

Change in fair value of interest rate swaps. For information related to our interest rate swaps, see the discussion under "Interest Rate Risk and Interest Rate Swaps" of Note 2, Summary of Significant Accounting Policies, of the Condensed Notes to Unaudited Quarterly Consolidated Financial Statements in "Item 1. Financial Statements" of this Form 10-Q.

Income Tax Provision

For the three months ended March 31, 2021 and 2020, we recorded $51.4 million and $4.0 million, respectively, of income tax expense and had an effective rate of 25.6% and 24.7%, respectively. During the three months ended March 31, 2021, the primary reason for the difference between the federal statutory income tax rate of 21% and the effective tax rate was the effect of state taxes. During the three months ended March 31, 2020, the primary reason for the difference between the federal statutory income tax rate of 21% and the effective tax rate was the effect of state taxes, offset by excess tax benefits of vested share-based payment awards and accounting for the tax impact of the CARES Act.

Industry Mergers and Acquisitions

On November 19, 2020, West Fraser Timber Co. Ltd. (West Fraser) and Norbord Inc. (Norbord) announced a definitive agreement pursuant to which West Fraser would acquire all of the shares of Norbord. The acquisition closed during the first quarter of 2021. West Fraser supplies product to our BMD segment, and Norbord is a supplier to both our Wood Products and BMD segments. We believe we have a good relationship with this vendor and we do not expect the transaction to have a material impact on our future results of operations.

On August 27, 2020, Builders FirstSource, Inc. (BFS) and BMC Stock Holdings (BMC) announced a definitive merger agreement. The merger closed in early January 2021. Prior to the merger, BFS and BMC were both customers of ours. We believe we have a good relationship with the combined company and we do not expect the transaction to have a material impact on our future results of operations. The merger resulted in the combined company accounting for 17% of total receivables as of March 31, 2021.

Liquidity and Capital Resources

We ended first quarter 2021 with $457.0 million of cash and cash equivalents and $444.0 million of debt. At March 31, 2021, we had $802.3 million of available liquidity (cash and cash equivalents and undrawn committed bank line availability). We generated $51.6 million of cash during the three months ended March 31, 2021, as cash provided by operations was offset partially by capital spending, dividends paid on our common stock, and tax withholding payments on stock-based awards. Further descriptions of our cash sources and uses for the three month comparative periods are noted below.

We believe that our cash flows from operations, combined with our current cash levels and available borrowing capacity, will be adequate to fund debt service requirements and provide cash, as required, to support our ongoing operations, capital expenditures, lease obligations, working capital, income tax payments, and to pay cash dividends to holders of our common stock over the next 12 months. We expect to fund our seasonal and intra-month working capital requirements in 2021 from cash on hand and, if necessary, borrowings under our revolving credit facility. We also estimate remitting between $130 million and $150 million of income tax payments during second quarter 2021 as we extend 2020 income tax filings and pay estimated payments on 2021 income.

Sources and Uses of Cash

We generate cash primarily from sales of our products, as well as short-term and long-term borrowings. Our primary uses of cash are for expenses related to the manufacture and distribution of building products, including inventory purchased for resale, wood fiber, labor, energy, and glues and resins. In addition to paying for ongoing operating costs, we use cash to invest in our business, service our debt, pay dividends, repurchase our common stock, and meet our contractual obligations and commercial commitments. Below is a discussion of our sources and uses of cash for operating activities, investing activities, and financing activities.

	Three Months Ended March 31	
	2021	**2020**
	(thousands)	
Net cash provided by (used for) operations	$ 72,251	$ (42,467)
Net cash used for investment	(13,165)	(18,460)
Net cash used for financing	(7,486)	(9,318)

Operating Activities

For the three months ended March 31, 2021, our operating activities generated $72.3 million of cash, compared with $42.5 million of cash used in the same period in 2020. The $114.7 million increase in cash provided by operations was due primarily to an improvement in income from operations. See "Our Operating Results" in this Management's Discussion and Analysis of Financial Condition and Results of Operations for more information related to factors affecting our operating results. In addition, cash paid for taxes, net of refunds received, decreased $4.2 million, compared to the prior year. Income taxes payable increased $52.6 million during the three months ended March 31, 2021, compared with a decrease of $2.1 million during the same period last year, resulting from the significant improvement in income from operations in first quarter 2021. These increases in cash were offset partially by an increase in working capital of $147.4 million during the three months ended March 31, 2021, compared with a $94.9 million increase for the same period in the prior year.

The change in working capital in both periods was primarily attributable to higher receivables and inventories, offset by an increase in accounts payable and accrued liabilities. The increases in receivables in both periods primarily reflect increased sales of approximately 46% and 29%, comparing sales for the months of March 2021 and 2020 with sales for the months of December 2020 and 2019, respectively. The increase in accounts payable and accrued liabilities provided $125.1 million of cash during the three months ended March 31, 2021, compared with $55.6 million in the same period a year ago. During both periods, seasonal increases in inventory in preparation for the spring building season and extended terms offered by major vendors to our Building Materials Distribution segment led to the increase in accounts payable. This increase in accounts payable was offset partially by decreases in accrued liabilities, most notably annual employee incentive compensation payouts made during both periods.

Investment Activities

During the three months ended March 31, 2021 and 2020, we used $13.3 million and $18.6 million, respectively, of cash for purchases of property and equipment, including business improvement and quality/efficiency projects, replacement and expansion projects, and ongoing environmental compliance.

We expect capital expenditures in 2021 to total approximately $90 million to $100 million. We expect our capital spending in 2021 will be for business improvement and quality/efficiency projects, replacement projects, and ongoing environmental compliance. Included in our capital spending range is the completion of a log utilization center project at our Florien plywood and veneer plant, a new door assembly operation in Houston, and expansion of our distribution capabilities in the Nashville market. This level of capital expenditures could increase or decrease as a result of a number of factors, including acquisitions, efforts to accelerate organic growth, exercise of lease purchase options, our financial results, future economic conditions, availability of engineering and construction resources, and timing and availability of equipment purchases.

Financing Activities

During the three months ended March 31, 2021, our financing activities used $7.5 million of cash, including $4.4 million for common stock dividend payments and $2.7 million of tax withholding payments on stock-based awards. During the three months ended March 31, 2021, we did not borrow under our revolving credit facility, and therefore have no borrowings outstanding on the facility as of March 31, 2021.

During the three months ended March 31, 2020, our financing activities used $9.3 million of cash, including $4.6 million for common stock dividend payments and $3.3 million of tax withholding payments on stock-based awards. During the three months ended March 31, 2020, we did not borrow under our revolving credit facility.

Future dividend declarations, including amount per share, record date and payment date, will be made at the discretion of our board of directors and will depend upon, among other things, legal capital requirements and surplus, our future operations and earnings, general financial condition, contractual obligations, restrictions imposed by our asset-based credit facility and the indenture governing our senior notes, applicable laws, and other factors that our board of directors may deem relevant.

For more information related to our debt transactions and structure, and our dividend policy, see the discussion in Note 6, Debt, and Note 10, Stockholders' Equity, respectively, of the Condensed Notes to Unaudited Quarterly Consolidated Financial Statements in "Item 1. Financial Statements" of this Form 10-Q.

Contractual Obligations

For information about contractual obligations, see Contractual Obligations in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2020 Form 10-K. As of March 31, 2021, there have been no material changes in contractual obligations outside the ordinary course of business since December 31, 2020.

Off-Balance-Sheet Activities

At March 31, 2021, and December 31, 2020, we had no material off-balance-sheet arrangements with unconsolidated entities.

Guarantees

Note 10, Debt, and Note 18, Commitments, Legal Proceedings and Contingencies, and Guarantees, of the Notes to Consolidated Financial Statements in "Item 8. Financial Statements and Supplementary Data" in our 2020 Form 10-K describe the nature of our guarantees, including the approximate terms of the guarantees, how the guarantees arose, the events or circumstances that would require us to perform under the guarantees, and the maximum potential undiscounted amounts of future payments we could be required to make. As of March 31, 2021, there have been no material changes to the guarantees disclosed in our 2020 Form 10-K.

Seasonal Influences

We are exposed to fluctuations in quarterly sales volumes and expenses due to seasonal factors. These seasonal factors are common in the building products industry. Seasonal changes in levels of building activity affect our building products businesses, which are dependent on housing starts, repair-and-remodeling activities, and light commercial construction activities. We typically report lower sales volumes in the first and fourth quarters due to the impact of poor weather on the construction market, and we generally have higher sales volumes in the second and third quarters, reflecting an increase in construction due to more favorable weather conditions. We typically have higher working capital in the first and second quarters in preparation and response to the building season. Seasonally cold weather increases costs, especially energy consumption costs, at most of our manufacturing facilities.

Employees

As of May 2, 2021, we had approximately 6,060 employees. Approximately 23% of these employees work pursuant to collective bargaining agreements. As of May 2, 2021, we had ten collective bargaining agreements. Two agreements covering approximately 760 employees at our Oakdale and Florien plywood plants are set to expire on July 15, 2021. If any of these agreements are not renewed or extended upon their termination, we could experience a material labor disruption, strike, or significantly increased labor costs at one or more of our facilities, either in the course of negotiations of a labor agreement or otherwise. Labor disruptions or shortages could prevent us from meeting customer demands or result in increased costs, thereby reducing our sales and profitability.

Disclosures of Financial Market Risks

In the normal course of business, we are exposed to financial risks such as changes in commodity prices, interest rates, and foreign currency exchange rates. As of March 31, 2021, there have been no material changes to financial market risks disclosed in our 2020 Form 10-K.

Environmental

As of March 31, 2021, there have been no material changes to environmental issues disclosed in our 2020 Form 10-K. For additional information, see Environmental in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2020 Form 10-K.

Critical Accounting Estimates

Critical accounting estimates are those that are most important to the portrayal of our financial condition and results. These estimates require management's most difficult, subjective, or complex judgments, often as a result of the need to estimate matters that are inherently uncertain. We review the development, selection, and disclosure of our critical accounting estimates with the Audit Committee of our board of directors. For information about critical accounting estimates, see Critical Accounting Estimates in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2020 Form 10-K. At March 31, 2021, there have been no material changes to our critical accounting estimates from those disclosed in our 2020 Form 10-K.

New and Recently Adopted Accounting Standards

For information related to new and recently adopted accounting standards, see "New and Recently Adopted Accounting Standards" in Note 2, Summary of Significant Accounting Policies, of the Condensed Notes to Unaudited Quarterly Consolidated Financial Statements in "Item 1. Financial Statements" in this Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

For information relating to quantitative and qualitative disclosures about market risk, see the discussion under "Item 7A. Quantitative and Qualitative Disclosures About Market Risk" and under the headings "Disclosures of Financial Market Risks" and "Financial Instruments" in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2020 Form 10-K. As of March 31, 2021, there have been no material changes in our exposure to market risk from those disclosed in our 2020 Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rule 13a-15(e) under the Exchange Act. We have designed these controls and procedures to reasonably assure that information required to be disclosed in our reports filed or submitted under the Exchange Act, such as this Form 10-Q, is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. We have also designed our disclosure controls to provide reasonable assurance that such information is accumulated and communicated to our senior management, including our chief executive officer (CEO) and our chief financial officer (CFO), as appropriate, to allow them to make timely decisions regarding our required disclosures. Based on their evaluation, our CEO and CFO have concluded that as of March 31, 2021, our disclosure controls and procedures were effective in meeting the objectives for which they were designed and were operating at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the three months ended March 31, 2021, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are a party to legal proceedings that arise in the ordinary course of our business, including commercial liability claims, premises claims, environmental claims, and employment-related claims, among others. As of the date of this filing, we believe it is not reasonably possible that any of the legal actions against us will, individually or in the aggregate, have a material adverse effect on our financial position, results of operations, or cash flows.

SEC regulations require us to disclose certain information about proceedings arising under federal, state or local environmental provisions if we reasonably believe that such proceedings may result in monetary sanctions above a stated threshold. Pursuant to the SEC regulations, we use a threshold of $1 million or more for purposes of determining whether disclosure of any such proceedings is required.

ITEM 1A. RISK FACTORS

This report on Form 10-Q contains forward-looking statements. Statements that are not historical or current facts, including statements about our expectations, anticipated financial results, projected capital expenditures, and future business prospects, are forward-looking statements. You can identify these statements by our use of words such as "may," "will," "expect," "believe," "should," "plan," "anticipate," and other similar expressions. You can find examples of these statements throughout this report, including "Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations." We cannot guarantee that our actual results will be consistent with the forward-looking statements we make in this report. You should review carefully the risk factors listed in "Item 1A. Risk Factors" in our 2020 Form 10-K, as well as those factors listed in other documents we file with the Securities and Exchange Commission. We do not assume an obligation to update any forward-looking statement.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Filed With the Quarterly Report on Form 10-Q for the Quarter Ended March 31, 2021

Number	Description
10.1	Form of 2021 Restricted Stock Unit Agreement
10.2	Form of 2021 Performance Stock Unit Agreement
31.1	CEO Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	CFO Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	CEO Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	CFO Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BOISE CASCADE COMPANY

/s/ Kelly E. Hibbs
Kelly E. Hibbs
Vice President and Controller
(As Duly Authorized Officer and Chief Accounting Officer)

Date: May 6, 2021

Exhibit 10.1

RESTRICTED STOCK UNIT AGREEMENT
PURSUANT TO THE
2016 BOISE CASCADE OMNIBUS INCENTIVE PLAN

Participant: **[ ]**

Grant Date: **March 1, 2021**

Number of Restricted Stock Units (the "RSUs"): [ ]

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this "Agreement"), dated as of the Grant Date above, is entered into by and between Boise Cascade Company, a corporation organized in the State of Delaware (the "Company"), and the Participant specified above, pursuant to the 2016 Boise Cascade Omnibus Incentive Plan (the "Plan"). This Agreement is not enforceable until you accept the Agreement electronically. Electronic acceptance constitutes your acknowledgment of receipt of the Award and your agreement to the terms of the Agreement.

1. **Incorporation by Reference; Plan Document Receipt**. This Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments to the Plan adopted at any time unless such amendments are expressly intended not to apply to this Agreement), and the terms and provisions of the Plan are made a part of and incorporated in this Agreement as if they were set forth in this Agreement. Any capitalized term not defined in this Agreement shall have the meaning given in the Plan. The Participant acknowledges receipt of a copy of the Plan and that the Participant has read the Plan carefully and fully understands it. If there is any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control.

2. **Grant of Restricted Stock Unit Award**. The Company grants to the Participant, as of the Grant Date, the number of RSUs specified above. Except as otherwise provided by the Plan, the Participant agrees and understands that nothing contained in this Agreement provides, or is intended to provide, the Participant with any protection against potential future dilution of the Participant's interest in the Company for any reason. No adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of the shares of Common Stock underlying the RSUs, except as otherwise specifically provided for in the Plan or this Agreement.

3. **Vesting**. The RSUs subject to this Award are subject to a time-based vesting condition (the "Time-Based Condition").

(a) Time-Based Condition. RSUs will satisfy the Time-Based Condition and vest and become payable on the dates indicated below:

Vesting Date	Number of RSUs satisfying Time-Based Condition
March 1, 2022	33 1/3% of the RSUs
March 1, 2023	33 1/3% of the RSUs
March 1, 2024	33 1.3% of the RSUs

Except as otherwise provided in this Section 3, a Participant must be employed on the applicable vesting date to vest in the applicable portion of the RSUs.

(b) No Partial Vesting; Forfeiture. Except as provided pursuant to Section 3(d)(ii), there shall be no proportionate or partial vesting prior to each vesting date. In the event of a Participant's Termination for any reason other than as specified in Section 3(d), all unvested RSUs shall be forfeited immediately following such Termination and the Participant shall have no further rights under this Agreement

(c) Change in Control. If a Change in Control which constitutes a "change in the ownership of the corporation," a "change in effective control of the corporation," or a "change in the ownership of a substantial portion of the assets of the corporation," as those terms are defined pursuant to Section 409A of the Internal Revenue Code and the regulations thereunder, occurs, then the Time-Based Condition shall be satisfied for all RSUs as of the date of the Change in Control and the RSUs shall vest and become payable as of the date of the Change in Control so long as the Participant has not incurred a Termination prior to the Change in Control; provided that this Section 3(c) shall not apply if the RSUs are replaced by an equivalent award providing for accelerated vesting in connection with the Participant's Termination following the Change in Control, as determined by the Committee in its sole discretion.

(d) Termination due to death, Disability, or Retirement.

i. In the event of a Participant's Termination due to death or Disability, the Time-Based Condition shall be satisfied as of the date of death or Disability for all unvested RSUs.

ii. In the event of a Participant's Termination due to Retirement, a pro rata portion of the current tranche of unvested RSUs shall be deemed to have satisfied the Time-Based Condition as of the Participant's Retirement date. The pro rata portion shall be calculated as 33 1/3% of the granted RSUs, multiplied by a fraction, the numerator of which is the number of full calendar months elapsed from the March 1 preceding the Participant's Retirement date through the Participant's Retirement date, and the denominator of which is 12. If the Participant's Retirement date is March 1, the Participant shall receive only the RSUs vesting pursuant to Section 3(a) on the vesting date coincident with the Retirement date and no additional pro rata portion. For purposes of this Agreement, "Retirement" means the Participant's Termination after attainment of age 62 and completion of at least 15 years of employment with the Company and its predecessors, or attainment of age 65 and completion of at least 5 years of employment with the company and its predecessors.

(e) Vested RSUs. RSUs that have satisfied the Time-Based Condition are referred to as "Vested RSUs".

4. **Payment**.

(a) General. Vested RSUs will be paid to the Participant in whole shares of Common Stock.

(b) Time of Payment. The designated payment date shall be the applicable vesting date in the table in Section 3(a) for RSUs vesting pursuant to Section 3(a); the date of Change in Control for RSUs vesting pursuant to Section 3(c); and the date of death, Disability, or Retirement, as applicable, for RSUs vesting pursuant to Section 3(d). Delivery of shares pursuant to this Agreement shall be made within 14 days following the designated payment date.

(c) Blackout Periods. If the Participant is subject to any Company "blackout" policy or other trading restriction imposed by the Company on the date distribution would otherwise be made pursuant to Section 4(b), distribution shall be instead made on the earlier of (i) the date that the Participant is not subject to any such policy or restriction and (ii) the later of (A) December 31 of the calendar year in which distribution would otherwise have been made and (B) the date that is immediately prior to the expiration of two and one-half months following the date distribution would otherwise have been made.

(d) Short-Term Deferral. This Award is intended to satisfy the "short-term deferral" rules of Section 409A of the Internal Revenue Code and the regulations thereunder and therefore is not subject to Section 409A of the Internal Revenue Code. If it is determined that this Award is not a short-term deferral, the administration of this Award shall comply with Section 409A of the Internal Revenue Code and the regulations thereunder.

5. **Dividends; Rights as Stockholder**. Cash dividends on shares of Common Stock underlying the RSUs shall be credited to a dividend book entry account on behalf of the Participant, provided that any cash dividends shall be held uninvested and without interest, shall be subject to the same vesting conditions as the RSUs to which they relate, and shall be paid in cash at the same time that the shares of Common Stock underlying the Vested RSUs (if any) are delivered to the Participant in accordance with Section 4. Stock dividends on shares of Common Stock underlying the RSUs shall be credited to a dividend book entry account on behalf of the Participant, provided that any stock dividends shall be subject to the same vesting conditions as the RSUs to which they relate, and shall be paid in shares of Common Stock at the same time that the shares of Common Stock underlying the Vested RSUs (if any) are delivered to the Participant in accordance with Section 4. The Participant shall have no rights as a stockholder with respect to any shares of Common Stock underlying any RSU unless and until the Participant has become the holder of record of such shares.

6. **Non-Transferability**. No portion of the RSUs (or the shares of Common Stock underlying the RSUs) may be sold, assigned, transferred, encumbered, hypothecated or pledged by the Participant, other than to the Company as a result of forfeiture of the RSUs as provided in Section 3, unless and until the shares are delivered to the Participant in accordance with Section 4 and the Participant has become the holder of record of the shares.

7. **Governing Law**. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to choice of law provisions.

8. **Tax Withholding**. The Company may deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind (including, but not limited to, the Participant's FICA and SDI obligations) which the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the RSUs. If the Participant fails to remit any amounts requested by the Company, the Company may otherwise refuse to issue or transfer any shares of Common Stock otherwise required to be issued pursuant to this Agreement. The Participant acknowledges that if he or she is or becomes Retirement-eligible prior to the final vesting date, FICA and SDI obligations may apply prior to any payment pursuant to Section 4. Any minimum statutory required withholding obligation with regard to the Participant shall be satisfied by reducing the amount of cash or shares of Common Stock otherwise deliverable to the Participant.

9. **Securities Representations**. This Agreement is being entered into by the Company in reliance upon the following express representations and warranties of the Participant. The Participant acknowledges, represents and warrants that:

(a) The Participant has been advised that the Participant may be an "affiliate" within the meaning of Rule 144 under the Securities Act and in this connection the Company is relying in part on the Participant's representations set forth in this Section 9.

(b) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the shares of Common Stock issuable hereunder must be held indefinitely unless an exemption from any applicable resale restrictions is available or the Company files an additional registration statement (or a "re-offer prospectus") with regard to such shares of Common Stock and the Company is under no obligation to register such shares of Common Stock (or to file a "re-offer prospectus").

(c) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the Participant understands that (i) the exemption from registration under Rule 144 will not be available unless (A) a public trading market then exists for the Common Stock of the Company, (B) adequate information concerning the Company is then available to the public, and (C) other terms and conditions of Rule 144 or any exemption therefrom are complied with, and (ii) any sale of the shares of Common Stock issuable hereunder may be made only in limited amounts in accordance with the terms and conditions of Rule 144 or any exemption therefrom.

10. **Entire Agreement; Amendment**. This Agreement, together with the Plan, contains the entire agreement between the parties with respect to the grant of RSUs, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. The Committee may, in its sole discretion, modify or amend this Agreement from time to time in accordance with and as provided in the Plan. This Agreement may also be modified or amended by a writing signed by both the Company and the Participant. The Company shall give written notice to the Participant of any such modification or amendment of this Agreement as soon as practical after the adoption of the modification or amendment.

11. **Notices**. Any notice by the Participant shall be given to the General Counsel of the Company in writing and such notice shall be deemed duly given upon receipt by the General Counsel. Any notice by the Company shall be given to the Participant in writing and such notice shall be deemed duly given upon receipt at the address the Participant has on file with the Company.

12. **No Right to Employment**. Nothing in this Agreement shall interfere with or limit in any way the right of the Company, its Subsidiaries or its Affiliates to terminate the Participant’s employment or service at any time, for any reason and with or without Cause. Any questions as to whether and when there has been a Termination and the cause of such Termination shall be determined in the sole discretion of the Committee.

13. **Transfer of Personal Data**. The Participant authorizes, agrees and unambiguously consents to the transmission by the Company (or any Subsidiary) of any personal data information related to the RSUs awarded under this Agreement for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Participant.

14. **Compliance with Laws**. The grant of RSUs and the issuance of shares of Common Stock hereunder shall be subject to, and shall comply with, the requirements of any applicable foreign and U.S. federal and state laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case the rules and regulations promulgated thereunder) and any applicable securities exchange requirement. The Company shall not be obligated to issue the RSUs or any shares of Common Stock pursuant to this Agreement if issuance would violate any applicable requirements. As a condition to the settlement of the RSUs, the Company may require the Participant to satisfy any qualifications that the Company may deem necessary or appropriate to evidence compliance with any applicable law or regulation.

15. **Binding Agreement; Assignment**. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant shall not assign (except in accordance with Section 6) any part of this Agreement without the prior express written consent of the Company.

16. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

17. **Further Assurances**. Each party shall do and perform (or shall cause to be done and performed) all further acts and shall execute and deliver all other agreements, certificates, instruments and documents as either party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated hereunder.

18. **Severability**. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in that jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties shall be enforceable to the fullest extent permitted by law.

19. **Acquired Rights**. The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the Award of RSUs made under this Agreement is completely independent of any other award or grant and is made at the sole discretion of the Company; (c) no past grants or awards (including, without limitation, the RSUs awarded under this Agreement) give the Participant any right to any grants or awards in the future; and (d) any benefits granted under this Agreement are not part of the Participant's ordinary salary, and shall not be considered as part of such salary in the event of severance, resignation or any other Termination.

20. **Clawback**. The rights contained in this Agreement shall be subject to (i) any right that the Company may have under any Company recoupment policy or other agreement or arrangement with the Participant, or (ii) any right or obligation that the Company may have regarding the clawback of incentive-based compensation under Section 10D of the Exchange Act, as amended (as determined by the rules and regulations promulgated thereunder from time to time by the U.S. Securities and Exchange Commission) or other applicable law.

PERFORMANCE STOCK UNIT AGREEMENT
PURSUANT TO THE
2016 BOISE CASCADE OMNIBUS INCENTIVE PLAN

Participant: [ ]

Grant Date: **March 1, 2021**

Target Number of Performance Stock Units (the "Target PSUs"): [ ]

THIS PERFORMANCE STOCK UNIT AWARD AGREEMENT (this "Agreement"), dated as of the Grant Date above, is entered into by and between Boise Cascade Company, a corporation organized in the State of Delaware (the "Company"), and the Participant specified above, pursuant to the 2016 Boise Cascade Omnibus Incentive Plan (the "Plan"). This Agreement is not enforceable until you accept the Agreement electronically. Electronic acceptance constitutes your acknowledgment of receipt of the Award and your agreement to the terms of the Agreement.

1. **Incorporation by Reference; Plan Document Receipt**. This Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments to the Plan adopted at any time unless such amendments are expressly intended not to apply to this Agreement), and the terms and provisions of the Plan are made a part of and incorporated in this Agreement as if they were set forth in this Agreement. Any capitalized term not defined in this Agreement shall have the meaning given in the Plan. The Participant acknowledges receipt of a copy of the Plan and that he or she has read the Plan carefully and fully understands it. If there is any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan control.

2. **Grant of Performance Stock Unit Award**. The Company grants to the Participant, as of the Grant Date, the number of PSUs specified above, as adjusted pursuant to Section 3(a). Except as otherwise provided by the Plan, the Participant agrees and understands that nothing contained in this Agreement provides, or is intended to provide, the Participant with any protection against potential future dilution of the Participant's interest in the Company for any reason. No adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of the shares of Common Stock underlying the PSUs, except as otherwise specifically provided for in the Plan or this Agreement.

3. **Vesting**. The PSUs subject to this Award are subject to both a time-based vesting condition (the "Time-Based Condition") and a performance-based vesting condition (the "Performance Condition"). None of the PSUs shall vest unless and until both the Time-Based Condition and the Performance Condition are satisfied.

(a) Performance Condition. The Performance Condition is based upon the Company's ROIC for the 2021 calendar year (the "Performance Period"). Following the end of the Performance Period, but in no event later than March 1, 2022, the Committee shall certify the Company's ROIC for the 2021 calendar year, and based on the level of ROIC achieved and the table below, shall determine the percentage of Target PSUs that are earned (the "Earned PSUs").

Level of Performance	2021 ROIC	Percentage of Target PSUs that become Earned PSUs
Maximum	17.5	200% (the Maximum Shares)
Target	11.9	100%
Threshold	6.2	50%

(i) The percentage of Target PSUs that become Earned PSUs for actual ROIC between the Threshold level and the Target level or between the Target level and the Maximum level shall be determined on a pro rata basis using straight line interpolation. If actual ROIC is less than Threshold, none of the PSUs shall become Earned PSUs and no further rights shall exist under this Agreement. The number of Earned PSUs shall not exceed 200% of Target PSUs.

(ii) ROIC. For purposes of this Agreement, "ROIC" is defined in Exhibit A.

(iii) Change in Control. If a Change in Control occurs during the Performance Period, then the number of Earned PSUs shall equal the number of Target PSUs; provided however that this Section 3(a)(iii) shall not apply if the PSUs are replaced by an equivalent award providing for accelerated vesting in connection with the Participant's Termination following the Change in Control, as determined by the Committee in its sole discretion.

(b) Time-Based Condition.

(i) Vesting Date. Earned PSUs will satisfy the Time-Based Condition and vest on March 1, 2024 (the Vesting Date). Except as otherwise provided in this Section 3(b), a Participant must be employed on the Vesting Date to vest in the Earned PSUs. If a Participant incurs a Termination prior to the Vesting Date other than as provided in this Section 3(b), all Earned PSUs will be forfeited immediately following the Participant's Termination.

(ii) No Partial Vesting. Except as provided pursuant to Section 3(b)(v), there shall be no proportionate or partial vesting prior to the Vesting Date.

(iii) Change in Control. If a Change in Control which constitutes a "change in the ownership of the corporation," a "change in effective control of the corporation," or a "change in the ownership of a substantial portion of the assets of the corporation," as those terms are defined pursuant to Section 409A of the Internal Revenue Code and the regulations thereunder, occurs prior to the Vesting Date, then the Time-Based Condition shall be satisfied for all Earned PSUs as of the date of the Change in Control and the Earned PSUs shall vest as of the date of the Change in Control, so long as the Participant has not incurred a Termination prior to the Change in Control; provided that this Section 3(b)(iii) shall not apply if the PSUs are replaced by an equivalent award providing for accelerated vesting in connection with the Participant's Termination following the Change in Control, as determined by the Committee in its sole discretion.

(iv) Termination due to death or Disability. In the event of a Participant's Termination due to death or Disability during the Performance Period, then the Time-Based Condition shall be satisfied as of the date of death or Disability for all PSUs and the PSUs shall remain outstanding and shall have the opportunity to satisfy the Performance Condition and become Earned PSUs. In the event of a Participant's Termination due to death or Disability after the Performance Period, the Time-Based Condition shall be satisfied as of the date of death or Disability for all Earned PSUs.

(v) Termination due to Retirement. In the event of a Participant's Retirement at any time prior to the Vesting Date, a pro rata portion of the Earned PSUs shall be deemed to have satisfied the Time-Based Condition as of the later of March 1, 2022 or the Participant's Retirement date. The pro rata portion shall be calculated as the number of Earned PSUs multiplied by a fraction, the numerator of which is the number of full calendar months elapsed from March 1, 2021 through the Participant's Retirement date, and the denominator of which is 36. For purposes of this Agreement, "Retirement" means the Participant's Termination after attainment of age 62 and completion of at least 15 years of employment with the Company and its predecessors, or age 65 and completion of at least 5 years of employment with the Company and its predecessors.

(c) Vested PSUs. PSUs that have satisfied both the Time-Based Condition and the Performance Condition are referred to as "Vested PSUs".

4. **Payment**.

(a) General. Vested PSUs will be paid to the Participant in whole shares of Common Stock.

(b) Time of Payment. The designated payment date for purposes of Section 409A of the Internal Revenue Code and the regulations thereunder shall be March 1, 2024 for Earned PSUs vesting pursuant to Section 3(b)(i) and Section 3(b)(v); the date of Change in Control for Earned PSUs vesting pursuant to Section 3(b)(iii); and the date of death or Disability for Earned PSUs vesting pursuant to Section 3(b)(iv). Delivery of shares pursuant to this Agreement shall be made as soon as practicable following the designated payment date, and in any case by the later of December 31st of the calendar year in which such designated payment date occurs or the 15th day of the third calendar month following the designated payment date.

5. **Dividends; Rights as Stockholder**. Cash dividends on shares of Common Stock underlying the PSUs shall be credited to a dividend book entry account on behalf of the Participant, provided that any cash dividends shall be held uninvested and without interest, shall be subject to the same vesting conditions as the PSUs to which they relate, and shall be paid in cash at the same time that the shares of Common Stock underlying the Vested PSUs (if any) are delivered to the Participant in accordance with Section 4. Stock dividends on shares of Common Stock underlying the PSUs shall be credited to a dividend book entry account on behalf of the Participant, provided that any stock dividends shall be subject to the same vesting conditions as the PSUs to which they relate, and shall be paid in shares of Common Stock at the same time that the shares of Common Stock underlying the Vested PSUs (if any) are delivered to the Participant in accordance with Section 4. The Participant shall have no rights as a stockholder with respect to any shares of Common Stock underlying any PSU unless and until the Participant has become the holder of record of such shares.

6. **Non-Transferability**. No portion of the PSUs (or the shares of Common Stock underlying the PSUs) may be sold, assigned, transferred, encumbered, hypothecated or pledged by the Participant, other than to the Company as a result of forfeiture of the PSUs as provided in Section 3, unless and until the shares are delivered to the Participant in accordance with Section 4 and the Participant has become the holder of record of the shares.

7. **Governing Law**. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to choice of law provisions.

8. **Tax Withholding**. The Company may deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind (including, but not limited to, the Participant's FICA and SDI obligations) which the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the PSUs. If the Participant fails to remit any amounts requested by the Company, the Company may otherwise refuse to issue or transfer any shares of Common Stock otherwise required to be issued pursuant to this Agreement. The Participant acknowledges that if he or she is or becomes Retirement-eligible or Retires prior to the Vesting Date, FICA and SDI obligations may apply prior to any payment pursuant to Section 4. Any minimum statutory required withholding obligation with regard to the Participant shall be satisfied by reducing the amount of cash or shares of Common Stock otherwise deliverable to the Participant.

9. **Securities Representations**. This Agreement is being entered into by the Company in reliance upon the following express representations and warranties of the Participant. The Participant acknowledges, represents and warrants that:

(a) The Participant has been advised that the Participant may be an “affiliate” within the meaning of Rule 144 under the Securities Act and in this connection the Company is relying in part on the Participant’s representations set forth in this Section 9.

(b) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the shares of Common Stock issuable hereunder must be held indefinitely unless an exemption from any applicable resale restrictions is available or the Company files an additional registration statement (or a “re-offer prospectus”) with regard to such shares of Common Stock and the Company is under no obligation to register such shares of Common Stock (or to file a “re-offer prospectus”).

(c) If the Participant is deemed an affiliate within the meaning of Rule 144 of the Securities Act, the Participant understands that (i) the exemption from registration under Rule 144 will not be available unless (A) a public trading market then exists for the Common Stock of the Company, (B) adequate information concerning the Company is then available to the public, and (C) other terms and conditions of Rule 144 or any exemption therefrom are complied with, and (ii) any sale of the shares of Common Stock issuable hereunder may be made only in limited amounts in accordance with the terms and conditions of Rule 144 or any exemption therefrom.

10. **Entire Agreement; Amendment**. This Agreement, together with the Plan, contains the entire agreement between the parties with respect to the grant of PSUs, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. The Committee may, in its sole discretion, modify or amend this Agreement from time to time in accordance with and as provided in the Plan. This Agreement may also be modified or amended by a writing signed by both the Company and the Participant. The Company shall give written notice to the Participant of any such modification or amendment of this Agreement as soon as practical after the adoption of the modification or amendment.

11. **Notices**. Any notice by the Participant shall be given to the General Counsel of the Company in writing and such notice shall be deemed duly given upon receipt by the General Counsel. Any notice by the Company shall be given to the Participant in writing and such notice shall be deemed duly given upon receipt at the address the Participant has on file with the Company.

12. **No Right to Employment**. Nothing in this Agreement shall interfere with or limit in any way the right of the Company, its Subsidiaries or its Affiliates to terminate the Participant’s employment or service at any time, for any reason and with or without Cause. Any questions as to whether and when there has been a Termination and the cause of such Termination shall be determined in the sole discretion of the Committee.

13. **Transfer of Personal Data**. The Participant authorizes, agrees and unambiguously consents to the transmission by the Company (or any Subsidiary) of any personal data information related to the PSUs awarded under this Agreement for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Participant.

14. **Compliance with Laws**. The grant of PSUs and the issuance of shares of Common Stock hereunder shall be subject to, and shall comply with, the requirements of any applicable foreign and U.S. federal and state laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case the rules and regulations promulgated thereunder) and any applicable securities exchange requirement. The Company shall not be obligated to issue the PSUs or any shares of Common Stock pursuant to this Agreement if issuance would violate any applicable requirements. As a condition to the settlement of the PSUs, the Company may require the Participant to satisfy any qualifications that the Company may deem necessary or appropriate to evidence compliance with any applicable law or regulation.

15. **Binding Agreement; Assignment**. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant shall not assign (except in accordance with Section 6) any part of this Agreement without the prior express written consent of the Company.

16. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

17. **Further Assurances**. Each party shall do and perform (or shall cause to be done and performed) all further acts and shall execute and deliver all other agreements, certificates, instruments and documents as either party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated hereunder.

18. **Severability**. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in that jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties shall be enforceable to the fullest extent permitted by law.

19. **Acquired Rights**. The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the Award of PSUs made under this Agreement is completely independent of any other award or grant and is made at the sole discretion of the Company; (c) no past grants or awards (including, without limitation, the PSUs awarded under this Agreement) give the Participant any right to any grants or awards in the future; and (d) any benefits granted under this Agreement are not part of the Participant’s ordinary salary, and shall not be considered as part of such salary in the event of severance, resignation or any other Termination.

20. **Clawback**. The rights contained in this Agreement shall be subject to (i) any right that the Company may have under any Company recoupment policy or other agreement or arrangement with the Participant, or (ii) any right or obligation that the Company may have regarding the clawback of incentive-based compensation under Section 10D of the Exchange Act, as amended (as determined by the rules and regulations promulgated thereunder from time to time by the U.S. Securities and Exchange Commission) or other applicable law.

EXHIBIT A

ROIC

"ROIC", or Return on Invested Capital, for any period means, as determined by the Committee in its good faith sole discretion, Net Operating Profit After Taxes ("NOPAT") divided by average invested capital.

(1) NOPAT means net income plus after-tax financing expense.

(2) Invested capital means capitalized lease expense plus total assets, less current liabilities excluding short term debt. Average invested capital means a rolling thirteen month average of invested capital.

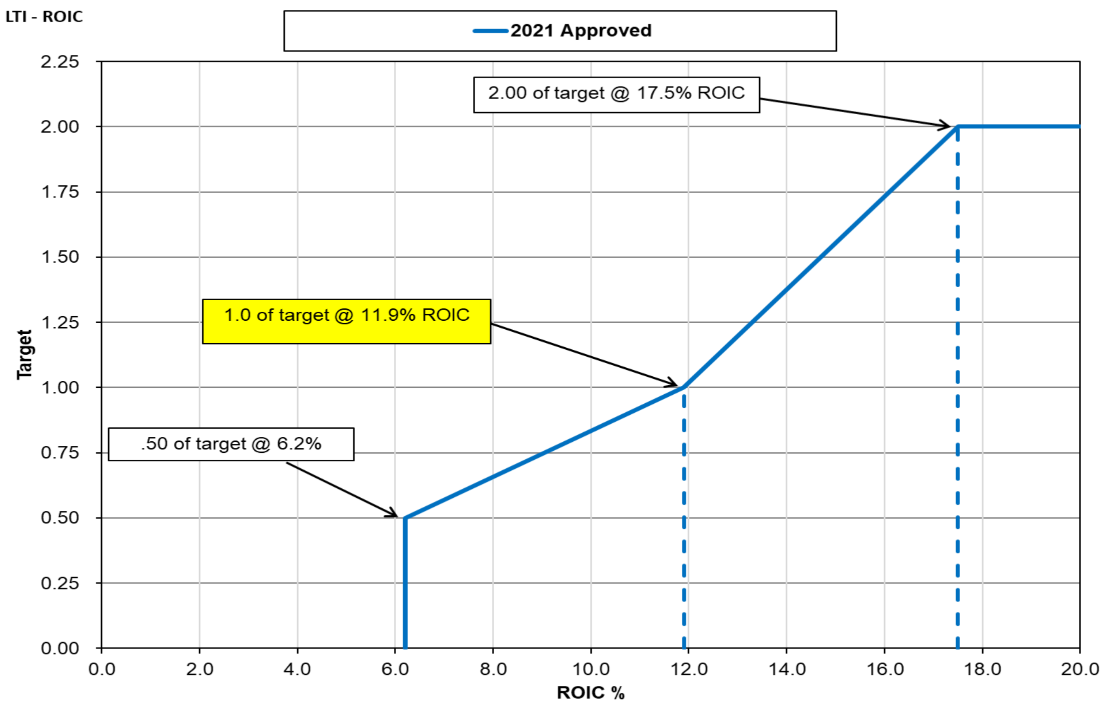

Exhibit 31.1

**CEO CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Nathan R. Jorgensen, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Boise Cascade Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2021

/s/ Nathan R. Jorgensen

Nathan R. Jorgensen
Chief Executive Officer

Exhibit 31.2

**CFO CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Wayne M. Rancourt, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Boise Cascade Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2021

/s/ Wayne M. Rancourt

Wayne M. Rancourt
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Nathan R. Jorgensen, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. the accompanying Quarterly Report on Form 10-Q for the quarter ended March 31, 2021 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Boise Cascade Company at the dates and for the periods indicated in the Report.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Boise Cascade Company and will be retained by Boise Cascade Company and furnished to the Securities and Exchange Commission or its staff upon request.

The undersigned expressly disclaims any obligation to update the foregoing certification except as required by law.

Date: May 6, 2021

/s/ Nathan R. Jorgensen

Nathan R. Jorgensen
Chief Executive Officer

The foregoing certification is being furnished solely pursuant to the requirements of 18 U.S.C. § 1350 and is not being filed as a part of the Report or as a separate disclosure document.

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Wayne M. Rancourt, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. the accompanying Quarterly Report on Form 10-Q for the quarter ended March 31, 2021 (the "Report") fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Boise Cascade Company at the dates and for the periods indicated in the Report.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Boise Cascade Company and will be retained by Boise Cascade Company and furnished to the Securities and Exchange Commission or its staff upon request.

The undersigned expressly disclaims any obligation to update the foregoing certification except as required by law.

Date: May 6, 2021

/s/ Wayne M. Rancourt

Wayne M. Rancourt
Chief Financial Officer

The foregoing certification is being furnished solely pursuant to the requirements of 18 U.S.C. § 1350 and is not being filed as a part of the Report or as a separate disclosure document.