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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): **August 15, 2013**

**BOISE CASCADE COMPANY**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-35805**  
(Commission  
File Number)

**20-1496201**  
(IRS 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)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Item 1.01 Entry into a Material Definitive Agreement.**

### ***New Notes***

On August 15, 2013, Boise Cascade Company, a Delaware corporation (the “Company”), completed the previously announced sale of an additional \$50.0 million aggregate principal amount of its 6<sup>3</sup>/<sub>8</sub>% senior notes due 2020 (the “New Notes”) at an issue price of 103.5% of the principal amount of the New Notes, plus accrued interest from May 1, 2013. The New Notes were sold to the initial purchasers thereof for resale to qualified institutional buyers under Rule 144A and to persons outside the United States under Regulation S of the Securities Act of 1933, as amended (the “Securities Act”).

The New Notes were issued as additional notes under the indenture, dated as of October 22, 2012, under which the Company and Boise Cascade Finance Corporation, which has subsequently merged with and into the Company (“Boise Finance”), issued \$250.0 million aggregate principal amount of 6<sup>3</sup>/<sub>8</sub>% senior notes due 2020 (the “Original Notes”). The New Notes and the Original Notes have identical terms and, once the New Notes have been exchanged for notes registered under the Securities Act, will trade fungibly. The Indenture and the forms of New Note and guarantee, which are attached as exhibits hereto or incorporated by reference herein, provide, among other things, that the New Notes are senior unsecured obligations of the Company and the guarantors. Interest is payable on the New Notes on May 1 and November 1 of each year, beginning on November 1, 2013, until their maturity date of November 1, 2020.

A copy of the press release announcing the closing of the offering of the New Notes is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

### ***Indenture***

The terms of the New Notes are governed by the indenture, dated as of October 22, 2012 (as amended or supplemented, the “Indenture”), among the Company, Boise Finance, the guarantors named therein and U.S. Bank National Association, as trustee (the “Trustee”). The New Notes and the Original Notes constitute a single series of notes under the Indenture.

The Company may redeem the New Notes, in whole or in part, at any time prior to November 1, 2015 at a redemption price equal to 100% of the principal amount of the New Notes, plus accrued and unpaid interest to the redemption date, plus the applicable “make-whole” premium, as described in the Indenture. The Company may redeem the New Notes, in whole or in part, at any time on or after November 1, 2015 at a redemption price equal to 100% of the principal amount of the New Notes, plus accrued and unpaid interest to the redemption date, plus a premium declining over time as set forth in the Indenture. In addition, at any time prior to November 1, 2015, the Company may redeem up to 35% of the aggregate principal amount of the New Notes with the proceeds of certain equity offerings, as described in the Indenture, at a redemption price equal to 106.375% of the principal amount of the notes, plus accrued and unpaid interest to the redemption date. At any time prior to May 1, 2014, the Company may redeem all of the notes upon the occurrence of a change of control at a redemption price equal to 109% of the principal amount of the notes redeemed, plus accrued and unpaid interest, if any, to the redemption date. If the Company experiences certain change of control events, holders of the New Notes may require the Company to repurchase all or part of their notes at 101% of the principal amount of the notes, plus accrued and unpaid interest to the repurchase date.

As previously disclosed, the terms of the Indenture, among other things, limit the ability of the Company and certain of its 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 all of substantially all of its assets; enter into transactions with affiliates and sell or transfer certain assets.

The Indenture also provides for customary events of default, subject in certain cases to customary grace and cure periods and notification requirements. Generally, if an event of default occurs and is not cured within the time periods specified, the Trustee or the holders of at least 25% in principal amount of the then outstanding notes may declare the principal of and accrued but unpaid interest on all notes to be due and payable.

The description of the New Notes and the related guarantee contained in this Current Report on Form 8-K is qualified in its entirety by reference to the complete text of the Indenture, which is incorporated herein by reference, and to the complete text of the form of New Notes and the form of guarantee, which are filed herewith as Exhibits 4.2 and 4.3, respectively, and are incorporated herein by reference.

### ***Registration Rights Agreement***

In connection with the issuance of the New Notes, the Company, the guarantors of the New Notes and the initial purchasers of the New Notes entered into a registration rights agreement dated August 15, 2013 (the “Registration Rights Agreement”). Pursuant to the Registration Rights Agreement, the Company and the guarantors have agreed to use commercially reasonable efforts to file an exchange offer registration statement with the Securities and Exchange Commission (the “SEC”), have such registration statement declared effective by the SEC and complete an offer to exchange the New Notes for substantially identical notes registered under the Securities Act (the “Exchange Offer”) by December 31, 2013, and in certain limited circumstances, to file a shelf registration statement. If the Company and the guarantors breach

certain of their obligations under the Registration Rights Agreement (including any obligations related to the requirement to complete the Exchange Offer), the interest rate for the New Notes will increase by 0.25% per annum so long as the registration default continues, increasing by an additional 0.25% per annum if such default continues for any subsequent 90-day period, up to a maximum of 1.0% per annum.

The description of the Registration Rights Agreement contained in this Current Report on Form 8-K is qualified in its entirety by reference to the complete text of the Registration Rights Agreement, which is filed herewith as Exhibit 4.4 and is incorporated herein by reference.

#### ***Amendment to Senior Secured Asset-Based Revolving Credit Facility***

On August 15, 2013, the Company 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 the Fifth Amendment to Credit Agreement (the "Amendment") with Wells Fargo Capital Finance, LLC, as administrative agent, and the lenders from time to time party thereto, originally dated July 13, 2011 and amended on September 7, 2012, December 20, 2012, May 15, 2013 and July 19, 2013. The Amendment increases the aggregate revolving commitments from \$300.0 million to \$350.0 million and extends the maturity date to July 31, 2018. The Amendment provides for additional flexibility under certain covenants by reducing the threshold availability of the revolving commitments required in order to, among other things, make certain restricted payments and investments. The Amendment also reduces the applicable margins for calculating the interest rates payable under the revolving credit facility. The applicable margins previously ranged from 0.75% to 1.25% for base rate loans, depending on the amount of Average Excess Availability (as defined in the revolving credit facility), and were decreased to 0.50% to 1.00%. For LIBOR rate loans, the applicable margins previously ranged from 1.75% to 2.25%, depending on the amount of Average Excess Availability, and were decreased to 1.50% to 2.00%.

The foregoing summary of the Amendment is qualified in its entirety to the complete text of the Amendment, which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

#### **Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth under Item 1.01 above is incorporated by reference into this Item 2.03.

#### **Item 9.01 Financial Statements and Exhibits**

##### **(d) Exhibits**

<b>Exhibit No.</b>	<b>Description of Exhibit</b>
4.1	Indenture, dated as of October 22, 2012, by and among Boise Cascade Company, Boise Cascade Finance Corporation, the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Boise Cascade Holdings, L.L.C.'s Current Report on Form 8-K filed on October 23, 2012).
4.2	Form of 6 3/8% Senior Note due 2020 with respect to the New Notes.
4.3	Form of 6 3/8% Senior Note Guarantee with respect to the New Notes.
4.4	Registration Rights Agreement, dated as of August 15, 2013, by and among Boise Cascade Company, the guarantors party thereto and the initial purchasers named therein.
10.1	Fifth Amendment to Credit Agreement, dated as of August 15, 2013, by and among the lenders party thereto, Wells Fargo Capital Finance, LLC, as administrative agent, Boise Cascade Company and the other borrowers and guarantors party thereto.
99.1	Press Release, dated August 15, 2013, issued by Boise Cascade Company.

**SIGNATURE**

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 hereunto duly authorized.

BOISE CASCADE COMPANY

By /s/ John T. Sahlberg

John T. Sahlberg

Senior Vice President, Human Resources and General Counsel

Date: August 16, 2013

## EXHIBIT INDEX

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99.1	Press Release, dated August 15, 2013, issued by Boise Cascade Company.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THE SECURITY EVIDENCED HEREBY (OR ANY INTEREST OR PARTICIPATION THEREIN) MAY NOT BE OFFERED, SOLD, ASSIGNED, PLEDGED, ENCUMBERED, DISPOSED OF OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) SUCH SECURITY MAY BE RESOLD, ASSIGNED, PLEDGED, ENCUMBERED, DISPOSED OF OR OTHERWISE TRANSFERRED, ONLY (1)(a) INSIDE THE UNITED STATES TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (b) OUTSIDE THE UNITED STATES TO A FOREIGN PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (c) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF APPLICABLE) OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER IF THE ISSUER SO REQUESTS), (2) TO THE ISSUER OR (3) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY

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APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THE SECURITY EVIDENCED HEREBY OF THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALE OF THE SECURITY EVIDENCED HEREBY.

BY ACCEPTANCE OF THIS NOTE OR ANY INTEREST HEREIN, EACH PURCHASER AND SUBSEQUENT TRANSFEREE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (I) NO PORTION OF THE ASSETS USED BY SUCH PURCHASER OR TRANSFEREE TO ACQUIRE OR HOLD THIS NOTE CONSTITUTES ASSETS OF ANY EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("ERISA"), ANY PLAN SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986 ("CODE") OR ANY OTHER RETIREMENT ACCOUNT OR ARRANGEMENT SUBJECT TO ANY SUBSTANTIALLY SIMILAR APPLICABLE STATE, LOCAL OR OTHER LAW ("SIMILAR LAWS") OR (II) THE ACQUISITION AND HOLDING OF THIS NOTE BY SUCH PURCHASER OR TRANSFEREE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF SIMILAR LAWS.

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No. [ ] \$[ ]

BOISE CASCADE COMPANY

6<sup>3</sup>/<sub>8</sub>% Senior Note due 2020

Boise Cascade Company, a Delaware corporation, promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] Dollars, or such other sum as shall be set forth in the Schedule of Increases or Decreases in the Global Note attached hereto, on November 1, 2020.

Interest Payment Dates: May 1 and November 1, beginning on November 1, 2013.

Record Dates: April 15 and October 15.

Additional provisions of this Note are set forth on the reverse side of this Note.

Dated: August 15, 2013



BOISE CASCADE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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TRUSTEE’S CERTIFICATE OF  
AUTHENTICATION

U.S. BANK NATIONAL ASSOCIATION  
as Trustee, certifies that this is one of  
the Notes referred to in the Indenture.

By: \_\_\_\_\_  
Name:  
Title:

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[REVERSE SIDE OF INITIAL NOTE]

6<sup>3</sup>/<sub>8</sub>% Senior Note due 2020

1. INTEREST

Boise Cascade Company, a Delaware corporation (together, and with its successors and assigns under the Indenture hereinafter referred to, the “Issuer”), promises to pay interest on the principal amount of this Note at a rate per annum, equal to 6.375%.

The Issuer will pay interest semi-annually in arrears on May 1 and November 1 of each year, commencing November 1, 2013. Interest on the Notes will accrue from May 1, 2013. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. In addition, if a Registration Default (as defined in the Registration Rights Agreement in respect of the Notes) occurs, additional interest will accrue on this Note at a rate of 0.25% per annum (increasing by an additional 0.25% per annum after each consecutive 90-day period that occurs after the date on which such Registration Default occurs, up to a maximum additional interest rate of 1.0%) from and including the date on which any such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured. The interest rate on the Notes will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application.

2. METHOD OF PAYMENT

The Issuer will pay interest on the Notes (except defaulted interest) to the Persons that are registered holders of Notes at the close of business on the April 15 or October 15 immediately preceding the interest payment date even if Notes are canceled after the record date and on or before the interest payment date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuer will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depositary. The Issuer will make all payments in respect of a certificated Note (including principal, premium and interest) by mailing a check to the registered address of each Holder thereof; *provided, however*, that payments on a certificated Note will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

3. PAYING AGENT AND REGISTRAR

Initially, U.S. Bank National Association, a national banking association (the “Trustee”), will act as Paying Agent and Registrar. The Issuer may appoint and change any Paying Agent, Registrar or co-registrar without notice. The Issuer or any of its domestically incorporated Wholly Owned Subsidiaries may act as Paying Agent, Registrar or co-registrar.

#### 4. INDENTURE

The Issuer issued the Notes under an Indenture dated as of October 22, 2012 (the “Indenture”) among the Issuer, Boise Cascade Finance Corporation (which was subsequently merged with and into the Issuer), the Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbbb) (the “TIA”). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Noteholders are referred to the Indenture and the TIA for a statement of those terms.

The Notes are general unsecured obligations of the Issuer. The Issuer shall be entitled, subject to its compliance with Section 4.03 of the Indenture, to issue Additional Notes pursuant to Section 2.13 of the Indenture. The Initial Notes issued on the Issue Date, any Additional Notes and all Exchange Notes issued in exchange therefor will be treated as a single class for all purposes under the Indenture. The Indenture contains covenants that limit the ability of the Issuer and its Restricted Subsidiaries to incur additional indebtedness; pay dividends or distributions on, or redeem or repurchase capital stock; make investments; engage in transactions with affiliates; transfer or sell assets; guarantee indebtedness; restrict dividends or other payments of subsidiaries; consolidate, merge or transfer all or substantially all of their assets and the assets of their subsidiaries; incur liens; and engage in sale/leaseback transactions. These covenants are subject to important exceptions and qualifications.

#### 5. OPTIONAL REDEMPTION

(a) On and after November 1, 2015, the Issuer shall be entitled at its option at any time and from time to time to redeem all or a portion of the Notes upon not less than 30 nor more than 60 days’ notice, at the redemption prices (expressed in percentages of principal amount on the redemption date), plus accrued interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the 12-month period commencing on November 1 of the years set forth below:

<u>Period</u>	<u>Redemption Price</u>
2015	104.781%
2016	103.188%
2017	101.594%
2018 and thereafter	100.000%

(b) Prior to November 1, 2015, the Issuer shall be entitled at its option on one or more occasions to redeem the Notes (including Additional Notes, if any) in an aggregate principal amount not to exceed 35% of the aggregate principal amount of the Notes (including Additional Notes, if any) originally issued at a redemption price (expressed as a percentage of principal amount) of 106.375%, plus accrued and unpaid interest to the redemption date, with the net cash proceeds from one or more Equity Offerings; *provided, however*, that:

- (1) at least 65% of such aggregate principal amount of the Notes (including

Additional Notes, if any) remains outstanding immediately after the occurrence of each such redemption; and

(2) each such redemption occurs within 90 days of the date of the closing of such Equity Offering.

(c) Prior to November 1, 2015, the Issuer shall be entitled on one or more occasions to redeem all or a portion of the Notes (which includes Additional Notes, if any) upon not less than 30 nor more than 60 days' notice at a redemption price equal to the sum of:

(1) 100% of the principal amount thereof, plus accrued and unpaid interest thereon to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date); plus

(2) the applicable Make-Whole Amount, if any.

(d) If a Change of Control occurs at any time prior to May 1, 2014, the Issuer may, at its option, redeem all, but not less than all, of the Notes upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 109% of the principal amount of the Notes redeemed, plus accrued and unpaid interest, if any, to the redemption date (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant interest payment date). If the Issuer elects to exercise this redemption right, the Issuer must do so by mailing a redemption notice to each Holder at its registered address with a copy to the Trustee within 60 days following the Change of Control (or, at the Issuer's option, prior to such Change of Control but after the transaction giving rise to such Change of Control is publicly announced). Any such redemption may be conditioned upon the Change of Control occurring if the notice is mailed prior to the Change of Control. If the Change of Control does not occur, the Issuer will provide prompt written notice to the Trustee rescinding such redemption, and such redemption and notice of redemption shall be rescinded and of no force or effect. Upon receipt of such notice, the Trustee will promptly send a copy of such notice to the Holders of the Notes in the same manner in which the notice of redemption was given. If the Issuer exercises the Change of Control redemption right, the Issuer will not be required to make the Change of Control Offer described in paragraph 7 of the Notes unless or until there is a default in payment of the redemption price.

#### 6. NOTICE OF REDEMPTION

Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at his registered address. Notes in denominations larger than \$1,000 principal amount may be redeemed in part but only in whole multiples of \$1,000 in excess thereof. If money sufficient to pay the redemption price of and accrued interest on all Notes (or portions thereof) to be redeemed on the redemption date is deposited with the Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date interest ceases to accrue on such Notes (or such portions thereof) called for redemption.

7. PUT PROVISIONS

Upon a Change of Control, any Holder of Notes will have the right to cause the Issuer to repurchase all or any part of the Notes of such Holder at a repurchase price equal to 101% of the principal amount of the Notes to be repurchased plus accrued and unpaid interest, if any, to the date of repurchase (subject to the right of holders of record on the relevant record date to receive interest due on the related interest payment date) as provided in, and subject to the terms of, the Indenture.

8. GUARANTEE

The payment by the Issuer of the principal of, and premium and interest on, the Notes is fully and unconditionally guaranteed on a joint and several senior basis by each of the Guarantors to the extent set forth in the Indenture; *provided* that the Guarantee of Boise Holdings has been automatically released in accordance with the terms of the Indenture, and Boise Holdings is not a Guarantor of the Notes.

9. DENOMINATIONS; TRANSFER; EXCHANGE

The Notes are in registered form without coupons in denominations of \$2,000 principal amount and integral multiples of \$1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Notes selected for redemption (except, in the case of a Note to be redeemed in part, the portion of the Note not to be redeemed) or any Notes for a period of 15 days before a selection of Notes to be redeemed or 15 days before an interest payment date.

10. PERSONS DEEMED OWNERS

The registered Holder of this Note may be treated as the owner of it for all purposes.

11. UNCLAIMED MONEY

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Issuer at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Issuer and not to the Trustee for payment.

12. AMENDMENT, WAIVER

Subject to certain exceptions set forth in the Indenture, (a) the Indenture and the Notes may be amended with the written consent of the Holders of at least a majority in principal amount outstanding of the Notes and (b) any default or noncompliance with any provision may be waived with the written consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder of Notes, the Issuer, the Guarantors and the Trustee shall be entitled to amend the

Indenture to cure any ambiguity, omission, defect or inconsistency, or to comply with Article 5 of the Indenture, or to provide for uncertificated Notes in addition to or in place of certificated Notes, or to add guarantees with respect to the Notes, including Subsidiary Guarantees, or to secure the Notes, or to add additional covenants or surrender rights and powers conferred on the Issuer or a Guarantor, or to comply with any requirement of the SEC in connection with qualifying the Indenture under the Act, or to make any change that does not adversely affect the rights of any Holder of Notes, or to make amendments to provisions of the Indenture relating to the form and legending of the Notes.

### 13. DEFAULTS AND REMEDIES

Under the Indenture, Events of Default include (a) default for 30 days in payment of interest on the Notes; (b) default in payment of principal on the Notes at maturity, upon redemption pursuant to paragraph 5 of the Notes, upon acceleration or otherwise, or failure by the Issuer to purchase Notes when required; (c) failure by the Issuer or any Guarantor to comply with other agreements in the Indenture or the Notes, in certain cases subject to notice and lapse of time; (d) certain accelerations (including failure to pay within any grace period after final maturity) of other Indebtedness of an Issuer, any Guarantor or any Significant Subsidiary if the amount accelerated (or so unpaid) exceeds \$25 million; (e) certain events of bankruptcy or insolvency with respect to an Issuer or any Significant Subsidiary; (f) certain judgments or decrees for the payment of money in excess of \$25 million; and (g) any Guarantee of any Significant Subsidiary ceases to be in full force and effect (other than in accordance with the terms thereof) or any Guarantor denies or disaffirms its obligations under its Guarantee. If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Notes may declare all the Notes to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default that will result in the Notes being due and payable immediately upon the occurrence of such Events of Default.

Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity or security satisfactory to it. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Noteholders notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in the interest of the Holders.

### 14. TRUSTEE DEALINGS WITH THE ISSUER

Subject to certain limitations imposed by the Act, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuer or its Affiliates and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee.

15. NO RECOURSE AGAINST OTHERS

A director, officer, employee or stockholder, as such, of the Issuer, the Guarantors or the Trustee shall not have any liability for any obligations of the Issuer under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Noteholder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

16. AUTHENTICATION

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

17. ABBREVIATIONS

Customary abbreviations may be used in the name of a Noteholder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian) and U/G/M/A (=Uniform Gift to Minors Act).

18. CUSIP NUMBERS

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Issuer has caused CUSIP numbers to be printed on the Notes and have directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Noteholders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

19. HOLDERS' COMPLIANCE WITH REGISTRATION RIGHTS AGREEMENT.

Each Holder of a Note, by acceptance hereof, acknowledges and agrees to the provisions of the Registration Rights Agreement in respect of the Notes, including the obligations of the Holders with respect to a registration and the indemnification of the Issuer to the extent provided therein.

20. GOVERNING LAW.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Issuer will furnish to any Noteholder upon written request and without charge to the Noteholder a copy of the Indenture. Requests may be made to:

1111 West Jefferson Street, Boise, Idaho 83728, (fax: (208) 384-7189); Attention: Wayne Rancourt, Chief Financial Officer.



ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint \_\_\_\_\_ agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

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Date: \_\_\_\_\_ Your Signature: \_\_\_\_\_

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Sign exactly as your name appears on the other side of this Note.

In connection with any transfer of any of the Notes evidenced by this certificate occurring prior to the expiration of the period referred to in Rule 144(d)(1) (ii) under the Securities Act after the later of the date of original issuance of such Notes and the last date, if any, on which such Notes were owned by the Issuer or any Affiliate of the Issuer, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

- ☐ to the Issuer; or
- (1) ☐ pursuant to an effective registration statement under the Securities Act of 1933; or
- (2) ☐ inside the United States to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or
- (3) ☐ outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act of 1933; or
- (4) ☐ pursuant to the exemption from registration provided by
-

Rule 144 under the Securities Act of 1933.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof; *provided, however*, that if box (4) is checked, the Trustee shall be entitled to require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Issuer has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, such as the exemption provided by Rule 144 under such Act.

\_\_\_\_\_  
Signature

Signature Guarantee:

\_\_\_\_\_  
Signature must be guaranteed

\_\_\_\_\_  
Signature

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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TO BE COMPLETED BY PURCHASER IF (2) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act of 1933, as amended, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned’s foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated: \_\_\_\_\_

Notice: \_\_\_\_\_  
To be executed by  
an executive officer

\_\_\_\_\_

SCHEDULE OF INCREASES OR DECREASES IN THE GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal amount of this Global Note	Amount of increase in Principal amount of this Global Note	Principal amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Notes Custodian

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 4.06 or 4.09 of the Indenture, check the box: ☐

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 4.06 or 4.09 of the Indenture, state the amount in principal amount: \$

Date: \_\_\_\_\_ Your Signature: \_\_\_\_\_  
(Sign exactly as your name appears on the other side of this Note.)

Signature Guarantee: \_\_\_\_\_  
(Signature must be guaranteed)

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

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[                    ] GLOBAL NOTE  
NOTATION OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture) has, jointly and severally, unconditionally guaranteed, to the extent set forth in and subject to the provisions in the Indenture dated as of October 22, 2012 (the “*Indenture*”) by and among Boise Cascade Company (the “*Issuer*”), Boise Cascade Finance Corporation (which was subsequently merged with and into the Issuer), the guarantors named on the signature pages thereof, and U.S. Bank National Association, as trustee (the “*Trustee*”), (a) prompt payment of the principal of, premium, if any, and accrued and unpaid interest and defaulted interest, if any, on the \$50,000,000 of aggregate principal amount of the Issuer’s 6<sup>3</sup>/<sub>8</sub>% Senior Notes due 2020 and issued pursuant to the Indenture as “Additional Notes” on August 15, 2013 (the “*Notes*”) when due, whether at maturity, by acceleration, redemption or otherwise, and the prompt payment of interest on overdue principal, premium, if any, and interest and defaulted interest, if any, on the Notes (pursuant to Section 2.11 of the Indenture), if lawful (subject in all cases to any applicable grace periods provided in the Indenture and the Notes) when due, and all other obligations of the Issuer to the Holders or the Trustee under the Indenture and the Notes will be promptly paid in full, all in accordance with the terms of the Indenture and the Notes and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, the same will be promptly paid in full when due in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Guarantee and the Indenture are expressly set forth in Article 10 of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee. Each Holder of a Note, by accepting the same, agrees to and shall be bound by such provisions.

Dated: August 15, 2013

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IN WITNESS HEREOF, each Guarantor has caused this Notation of Guarantee to be signed manually or by facsimile by its duly authorized officer.

**THE GUARANTORS LISTED ON  
SCHEDULE I ATTACHED HERETO**

By:

\_\_\_\_\_  
Name: Wayne M. Rancourt

Title: Senior Vice President, Chief Financial Officer and Treasurer

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**GUARANTORS**

BC CHILE INVESTMENT CORPORATION  
BOISE CASCADE BUILDING MATERIALS DISTRIBUTION, L.L.C.  
BOISE CASCADE WOOD PRODUCTS, L.L.C.  
BOISE CASCADE WOOD PRODUCTS HOLDINGS CORP.  
STACK ROCK CAPITAL, L.L.C.

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**REGISTRATION RIGHTS AGREEMENT**

by and among

**Boise Cascade Company,  
BC Chile Investment Corporation,  
Boise Cascade Building Materials Distribution, L.L.C.,  
Boise Cascade Wood Products, L.L.C.,  
Boise Cascade Wood Products Holdings Corp., and  
Stack Rock Capital, L.L.C.**

and

**Wells Fargo Securities, LLC  
Merrill Lynch, Pierce, Fenner & Smith Incorporated,  
J.P. Morgan Securities LLC, and  
U.S. Bancorp Investments, Inc.**

Dated as of August 15, 2013

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## REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “Agreement”) is made and entered into as of August 15, 2013, by and among Boise Cascade Company, a Delaware corporation (together with its successors and assigns under the Indenture, the “Company”), BC Chile Investment Corporation, a Delaware corporation, Boise Cascade Building Materials Distribution, L.L.C., a Delaware limited liability company, Boise Cascade Wood Products, L.L.C., a Delaware limited liability company, Boise Cascade Wood Products Holdings Corp., a Delaware corporation, and Stack Rock Capital, L.L.C., a Delaware limited liability company (collectively, the “Guarantors”), and Wells Fargo Securities, LLC (the “Representative”), Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC and U.S. Bancorp Investments, Inc. (collectively with the Representative, the “Initial Purchasers”), each of whom has agreed, severally and not jointly, to purchase the Company’s 6<sup>3</sup>/<sub>8</sub>% Senior Notes due 2020 (the “Initial Notes”) fully and unconditionally guaranteed by the Guarantors (the “Guarantees”) pursuant to the Purchase Agreement (as defined below). The Initial Notes and the Guarantees are herein collectively referred to as the “Initial Securities.”

This Agreement is made pursuant to the Purchase Agreement, dated August 12, 2013 (the “Purchase Agreement”), among the Company, the Guarantors and the Representative, for itself and on behalf of the Initial Purchasers, (i) for the benefit of the Initial Purchasers and (ii) for the benefit of the holders from time to time of the Initial Securities, including the Initial Purchasers. In order to induce the Initial Purchasers to purchase the Initial Securities, the Company has agreed to provide the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the obligations of the Initial Purchasers set forth in Section 5(f) of the Purchase Agreement.

The parties hereby agree as follows:

SECTION 1. *Definitions.* As used in this Agreement, the following capitalized terms shall have the following meanings:

*Additional Interest:* As defined in Section 5(a) hereof.

*Broker-Dealer:* Any broker or dealer registered under the Exchange Act which makes a market in the Securities and exchanges Transfer Restricted Securities in the Exchange Offer for Exchange Securities.

*Business Day:* Any day other than a Saturday, Sunday or U.S. federal holiday or a day on which banking institutions or trust companies located in New York, New York are authorized or obligated to be closed.

*Closing Date:* The date of this Agreement.

*Commission:* The Securities and Exchange Commission.

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*Consummate:* A registered Exchange Offer shall be deemed “Consummated” for purposes of this Agreement upon the occurrence of (i) the filing and effectiveness under the Securities Act of the Exchange Offer Registration Statement relating to the Exchange Securities to be issued in the Exchange Offer, (ii) the maintenance of such Registration Statement continuously effective and the keeping of the Exchange Offer open for a period not less than the minimum period required pursuant to Section 3(b) hereof, and (iii) the delivery by the Company and the Guarantors to the Registrar under the Indenture of Exchange Securities in the same aggregate principal amount as the aggregate principal amount of Transfer Restricted Securities that were validly tendered and not withdrawn by Holders thereof pursuant to the Exchange Offer prior to the expiration thereof.

*Exchange Act:* The Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

*Exchange Offer:* The registration by the Company and the Guarantors under the Securities Act of the Exchange Securities pursuant to a Registration Statement pursuant to which the Company and the Guarantors offer the Holders of all outstanding Transfer Restricted Securities the opportunity to exchange all such outstanding Transfer Restricted Securities held by such Holders for Exchange Securities in an aggregate principal amount equal to the aggregate principal amount of the Transfer Restricted Securities tendered in such exchange offer by such Holders.

*Exchange Offer Registration Statement:* The Registration Statement relating to the Exchange Offer, including the related Prospectus.

*Exchange Period:* As defined in Section 3(b) hereof.

*Exchange Securities:* The 6<sup>3</sup>/<sub>8</sub>% Senior Notes due 2020, of the same series under the Indenture as the Initial Notes and the Guarantees attached thereto and the Existing Notes, to be issued to Holders in exchange for Transfer Restricted Securities pursuant to this Agreement.

*Existing Notes:* The Company’s 6<sup>3</sup>/<sub>8</sub>% Senior Notes due 2020 and the related guarantees issued on October 22, 2012 under the Indenture and transferred thereafter to a global note that bears an unregistered CUSIP in accordance with the procedures of The Depository Trust Company.

*FINRA:* The Financial Industry Regulatory Authority.

*Holders:* As defined in Section 2(b) hereof.

*Indemnified Holder:* As defined in Section 8(a) hereof.

*Indenture:* The Indenture, dated as of October 22, 2012, by and among the Company, the Guarantors and U.S. Bank National Association, as trustee (the “Trustee”), pursuant to which the Securities are to be issued, as such Indenture is amended or supplemented from time to time in accordance with the terms thereof.

*Initial Notes:* As defined in the preamble hereto.

*Initial Placement:* The issuance and sale by the Company and the Guarantors of the Initial Securities to the Initial Purchasers pursuant to the Purchase Agreement.

*Initial Purchasers:* As defined in the preamble hereto.

*Initial Securities:* As defined in the preamble hereto.

*Interest Payment Date:* As defined in the Indenture and the Initial Notes.

*Person:* An individual, partnership, corporation, limited liability company, trust or unincorporated organization or other legal entity, or a government or agency or political subdivision thereof.

*Prospectus:* The prospectus included in a Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments thereto, including post-effective amendments, and all material incorporated by reference into such prospectus.

*Registration Default:* As defined in Section 5(a) hereof.

*Registration Statement:* Any registration statement of the Company and the Guarantors relating to (a) an offering of Exchange Securities pursuant to an Exchange Offer or (b) the registration for resale of Transfer Restricted Securities pursuant to the Shelf Registration Statement, which is filed pursuant to the provisions of this Agreement, in each case, including the Prospectus included therein, all amendments and supplements thereto (including post-effective amendments) and all exhibits and material incorporated by reference therein.

*Securities Act:* The Securities Act of 1933, as amended, including the rules and regulations promulgated thereunder.

*Shelf Filing Deadline:* As defined in Section 4(a) hereof.

*Shelf Registration Statement:* As defined in Section 4(a) hereof.

*Suspension Period:* As defined in the penultimate paragraph of Section 6 hereof.

*Transfer Restricted Securities:* Each Initial Security, until the earliest to occur of (a) the date on which such Initial Security is exchanged in the Exchange Offer for an Exchange Security entitled to be resold to the public by the Holder thereof without complying with the prospectus delivery requirements of the Securities Act, (b) the date on which such Initial Security has been effectively registered under the Securities Act and disposed of in accordance with a Shelf Registration Statement and (c) the date on which such Initial Security is distributed to the public by a Broker-Dealer pursuant to the “Plan of Distribution” contemplated by the Exchange Offer Registration Statement (including delivery of the Prospectus contained therein).

*Trust Indenture Act:* The Trust Indenture Act of 1939, as amended, including the rules and regulations promulgated thereunder.

*Underwritten Registration or Underwritten Offering:* A registration in which securities of the Company are sold to an underwriter for reoffering to the public.

SECTION 2.       *Securities Subject to this Agreement.*

(a)       *Transfer Restricted Securities.* The securities entitled to the benefits of this Agreement are the Transfer Restricted Securities.

(b)       *Holders of Transfer Restricted Securities.* A Person is deemed to be a holder of Transfer Restricted Securities (each, a “Holder”) whenever such Person owns Transfer Restricted Securities.

SECTION 3.       *Registered Exchange Offer.*

(a)       The Company and the Guarantors shall, for the benefit of the Holders, at the Company’s and the Guarantors’ cost, use their commercially reasonable efforts to (A) prepare and file with the Commission an Exchange Offer Registration Statement on an appropriate form under the Securities Act with respect to a proposed Exchange Offer and the issuance and delivery to the Holders, in exchange for the Transfer Restricted Securities, of a like principal amount of Exchange Securities and cause such Exchange Offer Registration Statement to comply as to form in all material respects with the requirements of the applicable form, (B) to cause the Exchange Offer Registration Statement to be declared effective under the Securities Act, (C) keep the Exchange Offer Registration Statement effective until the closing of the Exchange Offer and (D) cause the Exchange Offer to be consummated not later than December 31, 2013. The Exchange Securities will be issued under the Indenture. Upon the effectiveness of the Exchange Offer Registration Statement, the Company and the Guarantors shall promptly commence the Exchange Offer, it being the objective of such Exchange Offer to enable each Holder eligible and electing to exchange Transfer Restricted Securities for Exchange Securities (assuming that such Holder (i) is not an affiliate of the Company within the meaning of Rule 405 under the Securities Act, (ii) is not a Broker-Dealer tendering Transfer Restricted Securities acquired directly from the Company for its own account, (iii) will acquire the Exchange Securities in the ordinary course of such Holder’s business and (iv) has no arrangements or understandings with any Person to participate in the distribution (within the meaning of Rule 405 under the Securities Act) in the Exchange Offer for the purpose of distributing the Exchange Securities, and has made representations to the Company to that effect) to transfer such Exchange Securities from and after their receipt without any limitations or restrictions under the Securities Act and under state securities or blue sky laws.

(b)       In connection with the Exchange Offer, the Company and the Guarantors shall

(i)       mail as promptly as practicable after the Exchange Offer Registration Statement has been declared effective under the Securities Act to each Holder a copy of

the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(ii) keep the Exchange Offer open for acceptance for a period of not less than 20 Business Days after the date notice thereof is mailed to the Holders (or longer if required by applicable law) (such period referred to herein as the "Exchange Period");

(iii) permit Holders to withdraw tendered Transfer Restricted Securities at any time prior to 5:00 p.m. (Eastern Standard Time), on the last business day of the Exchange Period, by sending to the institution specified in the notice, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Transfer Restricted Securities delivered for exchange, and a statement that such Holder is withdrawing such Holder's election to have such Transfer Restricted Securities exchanged;

(iv) notify each Holder that any Transfer Restricted Security not tendered will remain outstanding and continue to accrue interest (other than Additional Interest), but will not retain any rights under this Agreement (except in the case of the Initial Purchasers and Broker-Dealers as provided herein); and

(v) otherwise comply in all respects with all applicable laws relating to the Exchange Offer.

(c) Interest on each Exchange Security will accrue from the last date on which interest was paid on the Transfer Restricted Securities surrendered in exchange therefor or, if no interest has been paid on the Transfer Restricted Securities, from the date of original issuance. The Exchange Offer shall not be subject to any conditions, other than (i) that the Exchange Offer, or the making of any exchange by a Holder, does not violate applicable law or any applicable interpretation of the staff of the Commission, (ii) the due tendering of Transfer Restricted Securities shall be in accordance with the Exchange Offer, (iii) that each Holder of Transfer Restricted Securities exchanged in the Exchange Offer shall have represented that (A) all Exchange Securities to be received by it shall be acquired in the ordinary course of its business, (B) that at the time of the consummation of the Exchange Offer, it has no arrangement or understanding with any person to participate in the distribution (within the meaning of Rule 405 under the Securities Act) of the Exchange Securities, (C) it is not an "affiliate" (as defined in Rule 405 under the Securities Act) of the Company or any Guarantor, (D) if such Holder is a broker dealer that will receive Exchange Securities for its own account in exchange for Transfer Restricted Securities that were acquired as a result of market making or other trading activities, such Holder will comply with the prospectus delivery requirements of the Securities Act, to the extent applicable, in connection with any resale of the Exchange Securities and (E) shall have made such other representations as may be reasonably necessary under applicable Commission rules, regulations or interpretations to render the use of Form S-4 or other appropriate form under the Securities Act available and (iv) that no action or proceeding shall have been instituted or threatened in any court or by or before any governmental agency with respect to the Exchange Offer which, in the Company's and the Guarantors' judgment, would reasonably be expected to impair the ability of the Company and the Guarantors to proceed with the Exchange Offer.

(d) The Company shall indicate in a “Plan of Distribution” section contained in the Prospectus forming a part of the Exchange Offer Registration Statement that any Broker-Dealer who holds Initial Securities that are Transfer Restricted Securities and that were acquired for its own account as a result of market-making activities or other trading activities (other than Transfer Restricted Securities acquired directly from the Company), may exchange such Initial Securities pursuant to the Exchange Offer; however, such Broker-Dealer may be deemed to be an “underwriter” within the meaning of the Securities Act and must, therefore, deliver a prospectus meeting the requirements of the Securities Act in connection with any resales of the Exchange Securities received by such Broker-Dealer in the Exchange Offer, which prospectus delivery requirement may be satisfied by the delivery by such Broker-Dealer of the Prospectus contained in the Exchange Offer Registration Statement. Such “Plan of Distribution” section shall also contain all other information with respect to such resales by Broker-Dealers that the Commission may require in order to permit such resales pursuant thereto, but such “Plan of Distribution” shall not name any such Broker-Dealer or disclose the amount of Initial Securities held by any such Broker-Dealer except to the extent required by the Commission as a result of a change in policy after the date of this Agreement.

The Company and each of the Guarantors shall use their reasonable efforts to keep the Exchange Offer Registration Statement continuously effective, supplemented and amended as required by the provisions of this Section 6(d) to the extent necessary to ensure that it is available for resales of Initial Securities acquired by Broker-Dealers for their own accounts as a result of market-making activities or other trading activities, and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, for a period ending on the earlier of (i) 90 days from the date on which the Exchange Offer Registration Statement is declared effective and (ii) the date on which a Broker-Dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities.

The Company shall provide sufficient copies of the latest version of such Prospectus to Broker-Dealers promptly upon request at any time during such 90-day (or shorter as provided in the foregoing sentence) period in order to facilitate such resales.

(e) The Company shall cause the Exchange Offer to comply with all applicable federal and state securities laws. No securities other than the Exchange Securities shall be included in the Exchange Offer Registration Statement.

#### SECTION 4. *Shelf Registration.*

(a) If, because of any changes in law, Commission rules or regulations or applicable interpretations thereof by the staff of the Commission (after the procedures set forth in Section 6(a)(i) have been complied with), the Company and the Guarantors are not permitted to effect the Exchange Offer as contemplated by Section 3 hereof, (ii) if for any other reason the Exchange Offer is not consummated on or before December 31, 2013 or (iii) any Holder of Transfer Restricted Securities notifies the Company prior to the 20th Business Day following consummation of the Exchange Offer that (A) such Holder is prohibited by applicable law or Commission policy from participating in the Exchange Offer, (B) such Holder may not resell the

Exchange Securities acquired by it in the Exchange Offer to the public without delivering a prospectus and that the Prospectus contained in the Exchange Offer is not appropriate or available for such resales by such Holder or (C) such Holder (including the Initial Purchasers) is a Broker-Dealer and holds Initial Securities acquired directly from the Company or one of its affiliates, then upon such Holder's request:

(i) The Company and Guarantors will, as promptly as practicable, file with the Commission on the appropriate form under the Securities Act, and thereafter shall use their commercially reasonable efforts to cause to be declared effective, a shelf registration statement filed pursuant to Rule 415 under the Securities Act, which may be an amendment to the Exchange Offer Registration Statement (a "Shelf Registration Statement") relating to the offer and sale of the Transfer Restricted Securities the Holders of which have provided the information required pursuant to Section 4(c) hereof and shall cause such shelf registration statement to comply as to form in all material respects with the requirements of the applicable form.

(ii) The Company and Guarantors will use their commercially reasonable efforts to keep the Shelf Registration Statement continuously effective in order to permit the Prospectus forming part thereof to be usable by Holders until the earliest of (i) one year from the effective date of the Shelf Registration Statement and (ii) the date on which all Transfer Restricted Securities covered by the Shelf Registration Statement have been sold as contemplated in the Shelf Registration Statement; *provided, however*, that in no event shall the Company or the Guarantors required to keep the Shelf Registration Statement continuously effective for any period beyond the second anniversary of the Closing Date.

(b) The Company and the Guarantors shall use their commercially reasonable efforts to keep such Shelf Registration Statement continuously effective, supplemented and amended as required by the provisions of Sections 6(b) and (c) hereof to the extent necessary to ensure that it is available for resales of Transfer Restricted Securities by Holders entitled to the benefit of this Section 4(b), and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time.

(c) *Provision by Holders of Certain Information in Connection with the Shelf Registration Statement.* No Holder of Transfer Restricted Securities may include any of its Transfer Restricted Securities in any Shelf Registration Statement pursuant to this Agreement unless and until such Holder furnishes to the Company in writing, within 20 Business Days after receipt of a request therefor, such information as the Company may reasonably request for use in connection with any Shelf Registration Statement or Prospectus or preliminary Prospectus included therein. Each Holder as to which any Shelf Registration Statement is being effected agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Holder not materially misleading.



SECTION 5. *Interest.*

(a) If (i) the Exchange Offer is not consummated or a Shelf Registration Statement is not declared effective, in either case, on or prior to December 31, 2013 or (ii) if a Shelf Registration Statement is declared effective but shall thereafter cease to be effective or fail to be usable for its intended purpose without being succeeded immediately by a post-effective amendment to such Shelf Registration Statement that cures such failure and that is itself immediately declared effective (either such event, a "Registration Default") the Company hereby agrees that the interest rate borne by the Transfer Restricted Securities shall be increased ("Additional Interest") by one-quarter of one percent (0.25%) per annum upon the occurrence of any Registration Default, which rate will increase by one quarter of one percent (0.25%) each subsequent 90-day period that such Additional Interest continues to accrue under any such Registration Default, provided that the maximum aggregate increase in the interest rate will in no event exceed one percent (1%) per annum in the aggregate. Any amounts of Additional Interest due pursuant to this Section 5 shall be paid in cash on the relevant Interest Payment Date to Holders of record of Transfer Restricted Securities on the relevant regular record date. As of the earlier of (x) the cure of all Registration Defaults relating to any particular Transfer Restricted Securities and (y) the particular Transfer Restricted Securities having ceased to be Transfer Restricted Securities, the accrual of Additional Interest will cease and the interest rate born by such Transfer Restricted Securities will revert to the original rate. Additional Interest will accrue and be payable only with respect to a single Registration Default at any given time, notwithstanding the fact that multiple Registration Defaults may exist at such time. The accrual of Additional Interest shall be the sole and exclusive remedy available to Holders of Transfer Restricted Securities for any Registration Default, and a Registration Default shall not constitute a default under the Indenture.

(b) All obligations of the Company and the Guarantors set forth in this Section 5 that are outstanding with respect to any Transfer Restricted Security at the time such security ceases to be a Transfer Restricted Security shall survive until such time as all such obligations with respect to such security shall have been satisfied in full.

SECTION 6. *Registration Procedures.*

(a) *Exchange Offer Registration Statement.* In connection with the Exchange Offer, the Company and the Guarantors shall comply with all of the applicable provisions of Section 6(c) hereof, shall use their commercially reasonable efforts to effect such exchange to permit the sale of Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof, and shall comply with all of the following provisions:

(i) If in the reasonable opinion of counsel to the Company and the Guarantors there is a question as to whether the Exchange Offer is permitted by applicable law, each of the Company and the Guarantors hereby agrees to seek a no-action letter or other favorable decision from the Commission allowing the Company and the Guarantors to consummate an Exchange Offer for such Initial Securities. The Company and each of the Guarantors hereby agrees to pursue the issuance of such a decision to the Commission staff level but shall not be required to take commercially unreasonable action to effect a change of Commission policy. The Company and each of the Guarantors hereby agrees, however, to (A) participate in telephonic conferences with the Commission, (B) deliver to

the Commission staff an analysis prepared by counsel to the Company setting forth the legal bases, if any, upon which such counsel has concluded that such an Exchange Offer should be permitted and (C) diligently pursue a favorable resolution by the Commission staff of such submission.

(ii) As a condition to its participation in the Exchange Offer pursuant to the terms of this Agreement, each Holder of Transfer Restricted Securities shall furnish, upon the request of the Company, prior to the Consummation thereof, a written representation to the Company (which may be contained in the letter of transmittal contemplated by the Exchange Offer Registration Statement) to the effect that (A) it is not an affiliate of the Company, (B) it is not engaged in, and does not intend to engage in, and has no arrangement or understanding with any Person to participate in, a distribution of the Exchange Securities to be issued in the Exchange Offer and (C) it is acquiring the Exchange Securities in its ordinary course of business. In addition, all such Holders of Transfer Restricted Securities shall otherwise cooperate in the Company's preparations for the Exchange Offer. Each Holder will be required to acknowledge and agree that any Broker-Dealer and any such Holder using the Exchange Offer to participate in a distribution of the securities to be acquired in the Exchange Offer (1) could not under Commission policy as in effect on the date of this Agreement rely on the position of the Commission enunciated in Morgan Stanley and Co., Inc. (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988), as interpreted in the Commission's letter to Shearman & Sterling dated July 2, 1993, and similar no-action letters (which may include any no-action letter obtained pursuant to clause (i) above), and (2) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction and that such a secondary resale transaction should be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K if the resales are of Exchange Securities obtained by such Holder in exchange for Initial Securities acquired by such Holder directly from the Company.

(b) *Shelf Registration Statement.* In connection with the Shelf Registration Statement, the Company and each of the Guarantors shall comply with all the provisions of Section 6(c) hereof and shall use commercially reasonable efforts to effect such registration to permit the sale of the Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof, and pursuant thereto the Company and each of the Guarantors will as promptly as practicable prepare and file with the Commission a Registration Statement relating to the registration on any appropriate form under the Securities Act, which form shall be available for the sale of the Transfer Restricted Securities in accordance with the intended method or methods of distribution thereof.

(c) *General Provisions.* In connection with any Registration Statement and any Prospectus required by this Agreement to permit the sale or resale of Transfer Restricted Securities (including, without limitation, any Registration Statement and the related Prospectus required to permit resales of Transfer Restricted Securities by Broker-Dealers), the Company and each of the Guarantors shall:

(i) use its commercially reasonable efforts to keep such Registration Statement continuously effective for the period specified in Section 3 or 4, as applicable, and provide all requisite financial statements during such period (including, if required by the Securities Act or any regulation thereunder, financial statements of the Guarantors, as applicable); upon the occurrence of any event that would cause any such Registration Statement or the Prospectus contained therein (A) to contain a material misstatement or omission or (B) not to be effective and usable for resale of Transfer Restricted Securities during the period required by this Agreement, the Company and the Guarantors shall file promptly an appropriate amendment to such Registration Statement, in the case of clause (A), correcting any such misstatement or omission, and, in the case of either clause (A) or (B), use its commercially reasonable efforts to cause such amendment to be declared effective and such Registration Statement and the related Prospectus to become usable for their intended purpose(s) as soon as practicable thereafter;

(ii) prepare and file with the Commission such amendments and post-effective amendments to the applicable Registration Statement as may be necessary to keep the Registration Statement effective for the applicable period set forth in Section 3 or 4 hereof, as applicable, or such shorter period as will terminate when all Transfer Restricted Securities covered by such Registration Statement have been sold or otherwise cease to be Transfer Restricted Securities; cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and to comply fully with the applicable provisions of Rules 424 and 430A under the Securities Act in a timely manner; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the sellers thereof set forth in such Registration Statement or supplement to the Prospectus;

(iii) advise the underwriter(s), if any, and selling Holders named in any Shelf Registration Statement promptly and, if requested by such Persons, to confirm such advice in writing, (A) when the Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to any Registration Statement or any post-effective amendment thereto, when the same has become effective, (B) of any request by the Commission for amendments to the Registration Statement or amendments or supplements to the Prospectus or for additional information relating thereto, (C) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement under the Securities Act or of the suspension by any state securities commission of the qualification of the Transfer Restricted Securities for offering or sale in any jurisdiction, or the initiation of any proceeding for any of the preceding purposes, (D) of the existence of any fact or the happening of any event that makes any statement of a material fact made in the Registration Statement, the Prospectus, any amendment or supplement thereto, or any document incorporated by reference therein untrue, or that requires the making of any additions to or changes in the Registration Statement or the Prospectus in order to make the statements therein not misleading. If at any time the Commission shall issue any stop order suspending the

effectiveness of the Registration Statement, or any state securities commission or other regulatory authority shall issue an order suspending the qualification or exemption from qualification of the Transfer Restricted Securities under state securities or blue sky laws, the Company and each of the Guarantors shall use its commercially reasonable efforts to obtain the withdrawal or lifting of such order at the earliest possible time;

(iv) furnish without charge to each of the Initial Purchasers, each selling Holder named in any Registration Statement, and each of the underwriter(s), if any, before filing with the Commission, copies of any Registration Statement or any Prospectus included therein or any amendments or supplements to any such Registration Statement or Prospectus (including all documents incorporated by reference after the initial filing of such Registration Statement), which documents will be subject to the reasonable review and comment of such Holders and underwriter(s) in connection with such sale, if any, for a period of at least five Business Days, and the Company and the Guarantors will not file any such Registration Statement or Prospectus or any amendment or supplement to any such Registration Statement or Prospectus (including all such documents incorporated by reference) to which an Initial Purchaser of Transfer Restricted Securities covered by such Registration Statement or the underwriter(s), if any, shall reasonably object in writing within five Business Days after the receipt thereof (such objection to be deemed timely made upon confirmation of telecopy transmission within such period). The objection of an Initial Purchaser or underwriter, if any, shall be deemed to be reasonable if such Registration Statement, amendment, Prospectus or supplement, as applicable, as proposed to be filed, contains a material misstatement or omission. This clause (iv) will not apply to any filing by the Company or the Guarantors of any annual report on Form 10-K, quarterly report on Form 10-Q or Current Report on Form 8-K with respect to matters unrelated to the Transfer Restricted Securities and the offering thereof or exchange therefor;

(v) in connection with an effective Shelf Registration Statement, promptly prior to the filing of any document that is to be incorporated by reference into a Registration Statement or Prospectus, provide copies of such document to the Initial Purchasers, each selling Holder named in any Registration Statement, and to the underwriter(s) if any, make the Company's and the Guarantors' representatives available for discussion of such document and other customary due diligence matters, and include such information in such document prior to the filing thereof, to the extent necessary or advisable in order to ensure compliance with the Securities Act, as such selling Holders or underwriter(s), if any, reasonably may request;

(vi) in the case of a Shelf Registration Statement, make available at reasonable times for inspection by the Initial Purchasers, the managing underwriter(s), if any, participating in any disposition pursuant to such Registration Statement and any attorney or accountant retained by such Initial Purchasers or any of the underwriter(s), all financial and other records, pertinent corporate or limited liability company documents, as applicable, and properties of the Company and each of the Guarantors and cause the Company's and the Guarantors' officers, directors and employees to supply all information reasonably requested by any such Holder, underwriter, attorney or

accountant in connection with such Registration Statement or any post-effective amendment thereto subsequent to the filing thereof and prior to its effectiveness and to participate in meetings with investors to the extent reasonably requested by the managing underwriter(s), if any;

(vii) if requested by any selling Holder named in a Shelf Registration Statement or the underwriter(s), if any, promptly incorporate in any Registration Statement or Prospectus, pursuant to a supplement or post-effective amendment if necessary, such information as such selling Holders and underwriter(s), if any, may reasonably request to have included therein, including, without limitation, information relating to the “Plan of Distribution” of the Transfer Restricted Securities, information with respect to the principal amount of Transfer Restricted Securities being sold to such underwriter(s), the purchase price being paid therefor and any other terms of the offering of the Transfer Restricted Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment as soon as practicable after the Company is notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(viii) use commercially reasonable efforts to cause the Transfer Restricted Securities covered by the Registration Statement to be rated with the appropriate rating agencies, if so requested by the Holders of a majority in aggregate principal amount of Securities covered thereby or the underwriter(s), if any;

(ix) in the case of a Shelf Registration Statement, furnish to each Initial Purchaser, each selling Holder and each of the underwriter(s), if any, without charge, at least one copy of the Shelf Registration Statement, as first filed with the Commission, and of each amendment thereto, including financial statements and schedules, all documents incorporated by reference therein (upon request) and all exhibits (including exhibits incorporated therein by reference), which requirements shall be deemed satisfied through the filing with the Commission on EDGAR;

(x) deliver to each selling Holder and each of the underwriter(s), if any, without charge, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such Persons reasonably may request; the Company and each of the Guarantors hereby consent to the use of the Prospectus and any amendment or supplement thereto by each of the selling Holders and each of the underwriter(s), if any, in connection with the offering and the sale of the Transfer Restricted Securities covered by the Prospectus or any amendment or supplement thereto;

(xi) to the extent the offering is an Underwritten Registration, enter into such agreements (including an underwriting agreement in form, scope and substance as is customary in Underwritten Registrations of debt securities similar to the Initial Securities, as may be appropriate under the circumstances), and make such customary representations and warranties, and take all such other actions in connection therewith in order to expedite or facilitate the disposition of the Transfer Restricted Securities pursuant to any Registration Statement contemplated by this Agreement, all to such

extent as may be reasonably requested by any Initial Purchaser or by any Holder of Transfer Restricted Securities or underwriter in connection with any sale or resale pursuant to any Registration Statement contemplated by this Agreement; and whether or not an underwriting agreement is entered into and whether or not the registration is an Underwritten Registration, the Company and each of the Guarantors shall:

(A) furnish to each Initial Purchaser, each selling Holder and each underwriter, if any, in such substance and scope as they may reasonably request and as are customarily made by issuers to underwriters in primary underwritten offerings, upon Consummation of the Exchange Offer or, if applicable, the effectiveness of the Shelf Registration Statement:

(1) a certificate, dated the date of Consummation of the Exchange Offer or the date of effectiveness of the Shelf Registration Statement, as the case may be, signed by (y) the Chairman of the Board of Directors, the Chief Executive Officer, the President, any Senior Vice President or Vice President and (z) a principal financial or accounting officer of the Company and each of the Guarantors, confirming, as of the date thereof, the matters set forth in Section 5(e) of the Purchase Agreement and such other matters as such parties may reasonably request;

(2) an opinion, dated the date of Consummation of the Exchange Offer or the date of effectiveness of the Shelf Registration Statement, as the case may be, of counsel for the Company and the Guarantors, covering the matters set forth in Section 5(c) of the Purchase Agreement; and

(3) a customary comfort letter, dated the date of effectiveness of the Shelf Registration Statement, from the independent accountants of the Company (or its successor or assignee), in the customary form and covering matters of the type customarily requested to be covered in comfort letters by underwriters in connection with primary underwritten offerings, and covering or affirming matters similar to those set forth in the comfort letters delivered pursuant to Section 5(a) of the Purchase Agreement, without exception;

(B) set forth in full or incorporate by reference in the underwriting agreement, if any, the indemnification provisions and procedures of Section 8 hereof with respect to all parties to be indemnified pursuant to said Section; and

(C) deliver such other documents and certificates as may be reasonably requested by the Initial Purchasers, the underwriters, if any, and the Holders of a majority in aggregate principal amount of the Initial Securities to evidence compliance with Section 6(c)(xi) (A) hereof and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company or any of the Guarantors pursuant to this Section 6(c)(xi), if any.

If at any time the representations and warranties of the Company and the Guarantors contemplated in Section 6(c)(xi)(A)(1) hereof cease to be true and correct, the Company or the Guarantors shall so advise the Initial Purchasers and the underwriter(s), if any, and each selling Holder promptly;

(xii) prior to any public offering of Transfer Restricted Securities, cooperate with the selling Holders, the underwriter(s), if any, and their respective counsel in connection with the registration and qualification of the Transfer Restricted Securities under the state securities or blue sky laws of such jurisdictions as the selling Holders or underwriter(s), if any, may reasonably request and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Transfer Restricted Securities covered by the Shelf Registration Statement; *provided, however*, that none of the Company or the Guarantors shall be required to register or qualify as a foreign entity where it is not then so qualified or to take any action that would subject it to the service of process in suits or to taxation, other than as to matters and transactions relating to the Registration Statement, in any jurisdiction where it is not then so subject;

(xiii) shall issue, upon the request of any Holder of Initial Securities covered by the Shelf Registration Statement, Exchange Securities having an aggregate principal amount equal to the aggregate principal amount of Initial Securities surrendered to the Company by such Holder in exchange therefor or being sold by such Holder; such Exchange Securities to be registered in the name of such Holder or in the name of the purchaser(s) of such Securities, as the case may be; in return, the Initial Securities held by such Holder shall be surrendered to the Company for cancellation;

(xiv) in the case of a Shelf Registration Statement, cooperate with the selling Holders and the underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Transfer Restricted Securities to be sold and not bearing any restrictive legends; and enable such Transfer Restricted Securities to be in such denominations and registered in such names as the Holders or the underwriter(s), if any, may request at least two Business Days prior to any sale of Transfer Restricted Securities made by such Holders or underwriter(s);

(xv) use its commercially reasonable efforts to cause the Transfer Restricted Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter(s), if any, to consummate the disposition of such Transfer Restricted Securities, subject to the proviso contained in Section 6(c)(xii) hereof;

(xvi) if any fact or event contemplated by Section 6(c)(iii)(D) hereof shall exist or have occurred, prepare a supplement or post-effective amendment to the Registration Statement or related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of Transfer Restricted Securities, the Prospectus will not contain an untrue statement of a material

fact or omit to state any material fact necessary in order to make the statements therein not misleading;

(xvii) provide a CUSIP number for all Securities not later than the effective date of the Registration Statement covering such Securities and cause such CUSIP numbers to be the same CUSIP number applicable to the Existing Notes where permitted by The Depository Trust Company, the Trustee and applicable law, and provide the Trustee under the Indenture with printed certificates for such Securities which are in a form eligible for deposit with The Depository Trust Company and take all other action necessary to ensure that all such Securities are eligible for deposit with The Depository Trust Company;

(xviii) cooperate and assist in any filings required to be made with FINRA and in the performance of any due diligence investigation by any underwriter (including any “qualified independent underwriter” as defined within the rules and the regulations of FINRA) that is required to be retained in accordance with the rules and regulations of FINRA;

(xix) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as practicable, a consolidated earnings statement meeting the requirements of Rule 158 under the Securities Act (which need not be audited) for the twelve-month period (A) commencing at the end of any fiscal quarter in which Transfer Restricted Securities are sold to underwriters in a firm commitment or best efforts Underwritten Offering or (B) if not sold to underwriters in such an offering, beginning with the first month of the Company’s first fiscal quarter commencing after the effective date of the Registration Statement;

(xx) cause the Indenture to be qualified under the Trust Indenture Act not later than the effective date of the first Registration Statement required by this Agreement, and, in connection therewith, cooperate with the Trustee and the Holders of Securities to effect such changes to the Indenture as may be required for such Indenture to be so qualified in accordance with the terms of the Trust Indenture Act; and to execute and use its commercially reasonable efforts to cause the Trustee to execute, all documents that may be required to effect such changes and all other forms and documents required to be filed with the Commission to enable such Indenture to be so qualified in a timely manner;

(xxi) cause all Securities covered by the Registration Statement to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed if requested by the Holders of a majority in aggregate principal amount of Initial Securities or the managing underwriter(s), if any; and

(xxii) provide promptly to each Holder upon request each document filed with the Commission pursuant to the requirements of Section 13 and Section 15 of the Exchange Act, which requirement shall be deemed satisfied upon filing with the Commission on EDGAR.



Notwithstanding the foregoing, the Company may suspend the offering and sale under the Shelf Registration Statement (the "Suspension Period") for a period or periods if (i) the board of directors of the Company reasonably determines that the continued use of such Shelf Registration Statement would (A) require the Company to make a public disclosure of material non-public information, which disclosure in the good faith judgment of such board or entity (1) would be required to be made in such Shelf Registration Statement so that such Shelf Registration Statement would not be materially misleading and (2) would not be required to be made at such time but for the continued use of such Shelf Registration Statement or (B) would, in the good faith judgment of such board or entity be expected to have a material adverse effect on the Company or their business or on the Company's ability to effect a planned or proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction and (ii) the Company notifies the underwriters, if any, and the Holders of Transfer Restricted Securities within five days after such board or entity makes the relevant determination set forth in clause (i); provided, that the period or periods under clause (i) shall not exceed, in the aggregate, 45 days in any twelve month period during which the Shelf Registration Statement is required to be effective.

Each Holder agrees by acquisition of a Transfer Restricted Security that, upon receipt of any notice from the Company of the existence of any fact of the kind described in Section 6(c)(iii)(D) hereof, such Holder will forthwith discontinue disposition of Transfer Restricted Securities pursuant to the applicable Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 6(c)(xvi) hereof, or until it is advised in writing (the "Advice") by the Company that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated by reference in the Prospectus. If so directed by the Company, each Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Transfer Restricted Securities that was current at the time of receipt of such notice. In the event the Company shall give any such notice, the time period regarding the effectiveness of such Registration Statement set forth in Section 3 or 4 hereof, as applicable, shall be extended by the number of days during the period from and including the date of the giving of such notice pursuant to Section 6(c)(iii)(D) hereof or notice of any Suspension Period to and including the date when each selling Holder covered by such Registration Statement shall have received the copies of the supplemented or amended Prospectus contemplated by Section 6(c)(xvi) hereof or shall have received the Advice; *provided, however*, that no such extension shall be taken into account in determining whether Additional Interest is due pursuant to Section 5 hereof or the amount of such Additional Interest, it being agreed that the Company's option to suspend use of a Registration Statement pursuant to this paragraph shall be treated as a Registration Default for purposes of Section 5 hereof.

#### SECTION 7. *Registration Expenses.*

(a) All expenses incident to the Company's and the Guarantors' performance of or compliance with this Agreement will be borne by the Company and the Guarantors, jointly and severally, regardless of whether a Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees and expenses (including filings made by any Initial Purchaser or Holder with FINRA (and, if applicable, the fees and expenses of any "qualified

independent underwriter” and its counsel that may be required by the rules and regulations of FINRA)); (ii) all fees and expenses of compliance with federal securities and state securities or blue sky laws; (iii) all expenses of printing (including printing certificates for the Exchange Securities to be issued in the Exchange Offer and printing of Prospectuses), messenger and delivery services and telephone; (iv) all fees and disbursements of counsel for the Company, the Guarantors and, subject to Section 7(b) hereof, the Holders of Transfer Restricted Securities; (v) all application and filing fees in connection with listing the Exchange Securities on a securities exchange or automated quotation system pursuant to the requirements thereof; and (vi) all fees and disbursements of independent certified public accountants of the Company and the Guarantors (including the expenses of any special audit and comfort letters required by or incident to such performance).

The Company and each of the Guarantors will, in any event, bear its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit and the fees and expenses of any Person, including special experts, retained by the Company or the Guarantors.

(b) In connection with any Registration Statement required by this Agreement (including, without limitation, the Exchange Offer Registration Statement and the Shelf Registration Statement), the Company and the Guarantors, jointly and severally, will reimburse the Initial Purchasers and the Holders of Transfer Restricted Securities being tendered in the Exchange Offer and/or resold pursuant to the “Plan of Distribution” contained in the Exchange Offer Registration Statement or registered pursuant to the Shelf Registration Statement, as applicable, for the reasonable fees and disbursements of not more than one counsel for the Holders of the Transfer Restricted Securities and the Initial Purchasers, who shall be Winston & Strawn LLP or such other counsel as may be chosen by the Holders of a majority in principal amount of the Transfer Restricted Securities for whose benefit such Registration Statement is being prepared.

#### SECTION 8. *Indemnification.*

(a) The Company and the Guarantors, jointly and severally, agrees to indemnify and hold harmless (i) each Holder and (ii) each Person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) any Holder (any of the Persons referred to in this clause (ii) being hereinafter referred to as a “controlling person”); (iii) the respective officers, directors, partners, employees, representatives and agents of any Holder or any controlling person; and (iv) each Broker-Dealer (any Person referred to in clause (i), (ii), (iii) or (iv) may hereinafter be referred to as an “Indemnified Holder”), to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities, judgments, actions and expenses (including, without limitation, and as incurred, reimbursement of all reasonable costs of investigating, preparing, pursuing, settling, compromising, paying or defending any claim or action, or any investigation or proceeding by any governmental agency or body, commenced or threatened, including the reasonable fees and expenses of counsel to any Indemnified Holder), joint or several, directly or indirectly caused by, related to, based upon, arising out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus (or any amendment or supplement thereto), or any

omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by an untrue statement or omission or alleged untrue statement or omission that is made in reliance upon and in conformity with information relating to any of the Holders furnished in writing to the Company by any of the Holders expressly for use therein. This indemnity agreement shall be in addition to any liability which the Company or any of the Guarantors may otherwise have.

In case any action or proceeding (including any governmental or regulatory investigation or proceeding) shall be brought or asserted against any of the Indemnified Holders with respect to which indemnity may be sought against the Company or the Guarantors, such Indemnified Holder (or the Indemnified Holder controlled by such controlling person) shall promptly notify the Company and the Guarantors in writing; *provided, however*, that the failure to give such notice shall not relieve any of the Company or the Guarantors of their obligations pursuant to this Agreement. Such Indemnified Holder shall have the right to employ not more than one counsel of its own choosing in any such action and the reasonable and documented fees and expenses of such counsel shall be paid, as incurred, by the Company and the Guarantors (regardless of whether it is ultimately determined that an Indemnified Holder is not entitled to indemnification hereunder). The Company and the Guarantors shall not, in connection with any one such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) at any time for such Indemnified Holders, which firm shall be designated by the Holders unless (i) the Company and the Guarantors and the Indemnified Holder shall have mutually agreed to the contrary or (ii) the defendants in any such action include both the Indemnified Holder and the Company and/or the Guarantors and the Indemnified Holder shall have reasonably concluded upon the advice of counsel that a conflict may arise between the positions of the Company and the Guarantors, on the one hand, and the Indemnified Holder, on the other hand, in conducting the defense of any such action or that there may be legal defenses available to the Indemnified Holder which are different from or additional to those available to the Company and/or the Guarantors. The Company and the Guarantors shall be liable for any settlement of any such action or proceeding effected with the Company's and the Guarantors' prior written consent, which consent shall not be withheld unreasonably, and the Company and each of the Guarantors agrees to indemnify and hold harmless any Indemnified Holder from and against any loss, claim, damage, liability or expense by reason of any settlement of any action effected with the written consent of the Company and the Guarantors. The Company and the Guarantors shall not, without the prior written consent of each Indemnified Holder, settle or compromise or consent to the entry of judgment in or otherwise seek to terminate any pending or threatened action, claim, litigation or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Holder is a party thereto), unless such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Holder from all liability arising out of such action, claim, litigation or proceeding and does not include any statement as to or admission of fault, culpability or a failure to act by or on behalf of any Indemnified Holder.

(b) Each Holder of Transfer Restricted Securities agrees, severally and not jointly, to indemnify and hold harmless the Company, the Guarantors and the other selling Holders and their respective directors, officers of the Company and the Guarantors who sign a Registration Statement, and any Person controlling (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Company or any of the Guarantors, and the respective officers, directors, partners, employees, representatives and agents of each such Person, to the same extent as the foregoing indemnity from the Company and the Guarantors to each of the Indemnified Holders, but only with respect to claims and actions based on information relating to such Holder furnished in writing by such Holder expressly for use in any Registration Statement. In case any action or proceeding shall be brought against the Company, the Guarantors or their respective directors or officers or any such controlling person in respect of which indemnity may be sought against a Holder of Transfer Restricted Securities, such Holder shall have the rights and duties given the Company and the Guarantors, and the Company, the Guarantors, their respective directors and officers and such controlling person shall have the rights and duties given to each Holder by the preceding paragraph.

(c) If the indemnification provided for in this Section 8 is unavailable to an indemnified party under Section 8(a) or (b) hereof (other than by reason of exceptions provided in those Sections) in respect of any losses, claims, damages, liabilities, judgments, actions or expenses referred to therein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors, on the one hand, and the Holders, on the other hand, from the Initial Placement (which in the case of the Company and the Guarantors shall be deemed to be equal to the total net proceeds (before deducting expenses) to the Company and the Guarantors from the Initial Placement), the amount of Additional Interest which did not become payable as a result of the filing of the Registration Statement resulting in such losses, claims, damages, liabilities, judgments actions or expenses, and such Registration Statement, or if such allocation is not permitted by applicable law, the relative fault of the Company and the Guarantors, on the one hand, and the Holders, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of the Company and the Guarantors on the one hand and of the Indemnified Holder on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or any of the Guarantors, on the one hand, or the Indemnified Holders, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 8(a) hereof, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim.

The Company, the Guarantors and each Holder of Transfer Restricted Securities agree that it would not be just and equitable if contribution pursuant to this Section 8(c) were

determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, none of the Holders (and its related Indemnified Holders) shall be required to contribute, in the aggregate, any amount in excess of the amount by which the total discount received by such Holder with respect to the Initial Securities exceeds the amount of any damages which such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 8(c) are several in proportion to the respective principal amount of Initial Securities held by each of the Holders hereunder and not joint.

SECTION 9. *Rule 144A.* The Company hereby agrees with each Holder, for so long as any Transfer Restricted Securities remain outstanding and for so long as the Company is subject to Section 13 of the Exchange Act, to file on a timely basis, with the Commission all reports and documents required to be filed under Section 13 of the Exchange Act. The Company and each of the Guarantors hereby agrees with each Holder, for so long as any Transfer Restricted Securities remain outstanding and at any time when the Company is not subject to Section 13 or 15 of the Exchange Act, to make available to any Holder or beneficial owner of Transfer Restricted Securities in connection with any sale thereof and any prospective purchaser of such Transfer Restricted Securities from such Holder or beneficial owner, the information required by Rule 144A(d)(4) under the Securities Act in order to permit resales of such Transfer Restricted Securities pursuant to Rule 144A under the Securities Act.

SECTION 10. *Participation in Underwritten Registrations.* No Holder may participate in any Underwritten Registration hereunder unless such Holder (a) agrees to sell such Holder's Transfer Restricted Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents required under the terms of such underwriting arrangements.

SECTION 11. *Selection of Underwriters.* The Holders of Transfer Restricted Securities covered by the Shelf Registration Statement who desire to do so may sell such Transfer Restricted Securities in an Underwritten Offering. In any such Underwritten Offering, the investment banker(s) and managing underwriter(s) that will administer such offering will be selected by the Holders of a majority in aggregate principal amount of the Transfer Restricted Securities included in such offering; *provided, however*, that such investment banker(s) and managing underwriter(s) must be reasonably satisfactory to the Company.

SECTION 12. *Miscellaneous.*

(a) *Remedies.* The Company and each of the Guarantors hereby agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

(b) *No Inconsistent Agreements.* The Company and each of the Guarantors will not on or after the date of this Agreement enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. Other than (i) the Registration Rights Agreement, dated October 29, 2004, among OfficeMax Incorporated (f/k/a Boise Cascade Corporation), Forest Products Holdings, L.L.C., and Boise Cascade Company (f/k/a Boise Cascade Holdings, L.L.C.), (ii) the Registration Rights Agreement, dated October 22, 2012, among the Company, the guarantors party thereto and the initial purchasers named therein and (iii) the Registration Rights Agreement, dated February 8, 2013, between the Company and Boise Cascade Holdings, L.L.C., neither the Company nor any of the Guarantors has previously entered into any agreement granting any registration rights with respect to its securities to any Person. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's or any of the Guarantors' securities under any agreement in effect on the date hereof.

(c) *Adjustments Affecting the Securities.* The Company and the Guarantors will not take any action, or permit any change to occur, with respect to the Securities that would materially and adversely affect the ability of the Holders to Consummate any Exchange Offer.

(d) *Amendments and Waivers.* The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to or departures from the provisions hereof may not be given unless the Company has (i) in the case of Section 5 hereof and this Section 12(d)(i), obtained the written consent of Holders of all outstanding Transfer Restricted Securities and (ii) in the case of all other provisions hereof, obtained the written consent of Holders of a majority of the outstanding principal amount of Transfer Restricted Securities (excluding any Transfer Restricted Securities held by the Company or their Affiliates). Notwithstanding the foregoing, a waiver or consent to departure from the provisions hereof that relates exclusively to the rights of Holders whose securities are being tendered pursuant to the Exchange Offer and that does not affect directly or indirectly the rights of other Holders whose securities are not being tendered pursuant to such Exchange Offer may be given by the Holders of a majority of the outstanding principal amount of Transfer Restricted Securities being tendered or registered; *provided, however*, that, with respect to any matter that directly or indirectly affects the rights of any Initial Purchaser hereunder, the Company shall obtain the written consent of each such Initial Purchaser with respect to which such amendment, qualification, supplement, waiver, consent or departure is to be effective.

(e) *Notices.* All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail (registered or certified, return receipt requested), telex, telecopier, or air courier guaranteeing overnight delivery:

(i) if to a Holder, at the address set forth on the records of the Registrar under the Indenture, with a copy to the Registrar under the Indenture; and

(ii) If to the Company or the Guarantors:

Boise Cascade Company  
1111 West Jefferson Street, Suite 300  
Facsimile: (208) 384-6566  
Attention: Chief Financial Officer

with a copy to:

Kirkland & Ellis LLP  
300 North LaSalle Street  
Chicago, Illinois 60654  
Facsimile: (312) 862-2200  
Attention: Carol Anne Huff

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt acknowledged, if telecopied; and on the next Business Day, if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee at the address specified in the Indenture.

(f) *Successors and Assigns.* This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including, without limitation, and without the need for an express assignment, subsequent Holders of Transfer Restricted Securities; *provided, however*, that this Agreement shall not inure to the benefit of or be binding upon a successor or assign of a Holder unless and to the extent such successor or assign acquired Transfer Restricted Securities from such Holder.

(g) *Counterparts.* This Agreement may be executed in any number of counterparts (including by facsimile or other method of electronic transmission) and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) *Headings.* The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) *Governing Law.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE

STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW RULES THEREOF.

(j) *Severability.* In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) *Entire Agreement.* This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the registration rights granted by the Company with respect to the Transfer Restricted Securities. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BOISE CASCADE COMPANY

By: /s/ Wayne M. Rancourt

Name: Wayne M. Rancourt

Title: Senior Vice President, Chief Financial Officer and Treasurer

THE GUARANTORS:

BC CHILE INVESTMENT CORPORATION

BOISE CASCADE BUILDING MATERIALS DISTRIBUTION, L.L.C.

BOISE CASCADE WOOD PRODUCTS, L.L.C.

BOISE CASCADE WOOD PRODUCTS HOLDINGS CORP.

STACK ROCK CAPITAL, L.L.C.

By: /s/ Wayne M. Rancourt

Name: Wayne M. Rancourt

Title: Senior Vice President, Chief Financial Officer and Treasurer

The foregoing Registration Rights Agreement is hereby confirmed and accepted as of the date first above written:

WELLS FARGO SECURITIES, LLC  
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED  
J.P. MORGAN SECURITIES LLC  
U.S. BANCORP INVESTMENTS INC.

By: Wells Fargo Securities, LLC

By: /s/ Walter W. Kruger III

Name: Walter W. Kruger III

Title: Vice President

## FIFTH AMENDMENT TO CREDIT AGREEMENT

This Fifth Amendment to Credit Agreement (this “**Amendment**”) is dated as of August 15, 2013, and is between the Lenders identified on the signature pages hereof, WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as administrative agent for the Lenders (in that capacity, “**Agent**”), BOISE CASCADE COMPANY, a Delaware corporation (“**Boise Cascade**”), and the Subsidiaries of Boise Cascade identified as Borrowers on the signature pages hereof (such Subsidiaries, together with Boise Cascade, “**Borrowers**”).

**WHEREAS**, the Lenders, Agent, and Borrowers entered into a Credit Agreement dated as of July 13, 2011 (as amended, restated, supplemented, or otherwise modified before the date of this Amendment, including, without limitation, by that certain First Amendment to Credit Agreement dated as of September 7, 2012, that certain Limited Consent and Amendment to Loan Documents dated as of December 20, 2012, that certain Third Amendment to Credit Agreement dated as of May 15, 2013, and that certain Fourth Amendment to Credit Agreement dated as of July 19, 2013, the “**Credit Agreement**”); and

**WHEREAS**, Boise Cascade desires that Agent and the Lenders (a) increase the Maximum Revolver Amount to \$350,000,000 (the amount of such increase, the “**Increase**”), (b) extend the Maturity Date to July 31, 2018 and (c) amend certain other terms and provisions of the Credit Agreement as set forth herein. Agent and the Lenders are willing to make the foregoing amendments subject to the terms of this Amendment.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Defined terms used but not defined in this Amendment are as defined in the Credit Agreement.

2. **Amendment.** Subject to the satisfaction of the conditions to the Amendment Effective Date set forth in Section 4 hereof, Borrowers, Agent and the Lenders hereby agree as follows:

(a) A new Section 4.32 is hereby added to the Credit Agreement to read as follows:

“4.32 **Indenture Borrowing Base.** As of the date of the making of each Advance (or other extension of credit) hereunder, the Borrowers are able to incur the additional Indebtedness contemplated by such Advance (or other extension of credit) without violating Section 4.03 of the Indenture, and, after giving effect to such Advance (or other extension of credit), the Indenture Borrowing Base exceeds the outstanding principal amount of Obligations, including the amount of such Advance (or other extension of credit), by an amount equal to or greater than 10% of the Maximum Revolver Amount.”

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(b) Section 6.1(n) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(n) any other Indebtedness (which may be secured by Liens on assets that do not constitute Collateral); provided that (i) ***the Payment Conditions are satisfied both immediately before and immediately after giving effect to the incurrence of such Indebtedness*** and (ii) if secured by Liens (other than in respect of Purchase Money Indebtedness or Capitalized Lease Obligations), such Indebtedness shall be subject to an intercreditor agreement acceptable to Agent and the Required Lenders addressing, among other things, the provision to Agent of customary access rights regarding any Equipment and/or Real Property securing such Indebtedness; and provided, further, that any such Indebtedness in excess of \$5,000,000 in the aggregate shall have a final maturity date no earlier than 90 days after the Maturity Date and a weighted average life to maturity of not less than four years;”

(c) Section 6.7(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(a) Make any payments (whether voluntary or mandatory, or a prepayment, redemption, retirement, defeasance or acquisition) with respect to any Specified Indebtedness, except (a) regularly scheduled payments of principal, interest and fees, but only to the extent not otherwise prohibited under any subordination agreement or intercreditor agreement relating to such Indebtedness, and (b) any prepayment, redemption, retirement, defeasance or acquisition of Specified Indebtedness (together with any accrued interest and premiums thereon); provided that in the case of clause (b), ***the Payment Conditions are satisfied both immediately before and immediately after giving effect to the prepayment, redemption, retirement, defeasance or acquisition of such Indebtedness.***”

(d) Section 6.9(a)(iii) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(iii) provided that ***the Payment Conditions are satisfied both immediately before and immediately after giving effect to such dividends or distributions and Administrative Borrower shall have delivered to Agent a certificate of a financial officer of Administrative Borrower certifying as to compliance with clauses (a) and (b) of the Payment Conditions and demonstrating (in reasonable detail) the calculations required by clause (b) thereof***, Boise Cascade may make the following dividends and distributions to the extent ***not*** otherwise ***prohibited*** under this Agreement:”

(e) Section 6.9(a)(iv) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(iv) provided that *the Payment Conditions are satisfied both immediately before and immediately after giving effect to such dividends or distributions and Administrative Borrower shall have delivered to Agent a certificate of a financial officer of Administrative Borrower certifying as to compliance with clauses (a) and (b) of the Payment Conditions and demonstrating (in reasonable detail) the calculations required by clause (b) thereof*; Boise Cascade may make any other *additional* dividends or distributions to the extent *not* otherwise *prohibited* under this Agreement; and”

(f) Section 6.12(h) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(h) provided that *the Payment Conditions are satisfied both immediately before and immediately after giving effect to such payment*, the payment to Principal Holder of management fees and expense reimbursements to the extent such fees do not exceed \$1,000,000 in the aggregate for all such fees in any fiscal year;”

(g) Schedule C-1 to the Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule C-1 hereto.

(h) The definition of “Applicable Margin” in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Applicable Margin” means, as of any date of determination with respect to any Type of Loan, the applicable margin set forth in the following table that corresponds to the most recent Average Excess Availability calculation delivered to Agent pursuant to Section 5.1 of the Agreement (the “Average Excess Availability Calculation”):

Level	Average Excess Availability Calculation	Applicable Margin with respect to Base Rate Loans	Applicable Margin with respect to LIBOR Rate Loans
I	If Average Excess Availability is greater than 40% of the aggregate Revolver Commitments	0.50%	1.50%
II	If Average Excess Availability is greater than 20% but less than or equal to 40% of the aggregate Revolver Commitments	0.75%	1.75%
III	If Average Excess Availability is less than or equal to 20% of the aggregate Revolver Commitments	1.00%	2.00%

The Applicable Margin shall be based upon the most recent Average Excess Availability Calculation, which will be calculated as of the end of each fiscal quarter. The Applicable Margin shall be re-determined quarterly on the first day of the month following the date of delivery to Agent of the certified calculation of Average Excess Availability pursuant to Section 5.1 of the Agreement; provided, however, that if Borrowers fail to provide such certification when such certification is due, the Applicable Margin shall be set at the margin in the row styled "Level III" as of the first day of the month following the date on which the certification was required to be delivered until the date on which such certification is delivered (on which date (but not retroactively), without constituting a waiver of any Default or Event of Default occasioned by the failure to timely deliver such certification, the Applicable Margin shall be set at the margin based upon the calculations disclosed by such certification). In the event that the information regarding Average Excess Availability contained in any certificate delivered pursuant to Section 5.1 of the Agreement is shown to be inaccurate, and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (a "Higher Applicable Margin Period") than the Applicable Margin actually applied for such Higher Applicable Margin Period, then (i) Borrowers shall immediately deliver to Agent a correct certificate for such Higher Applicable Margin Period, (ii) the Applicable Margin shall be determined as if the correct Applicable Margin (as set forth in the table above) were applicable for such Higher Applicable Margin Period, and (iii) Borrowers shall within one (1) Business Day deliver to Agent full payment in respect of the accrued additional interest as a result of such increased Applicable Margin for such Higher Applicable Margin Period, which payment shall be promptly applied by Agent to the affected Obligations.

(i) The definition of "Borrowing Base Reporting Excess Availability Threshold" in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"Borrowing Base Reporting Excess Availability Threshold" means **12.5%** of the aggregate Revolver Commitments.

(j) A new definition of "Canadian Dollars" and "Cdn\$" is hereby added to Schedule 1.1 to the Credit Agreement to read as follows:

"Canadian Dollars" or "Cdn\$" means the lawful currency of Canada, as in effect from time to time.

(k) The definition of "Cash Dominion Excess Availability Threshold" in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Cash Dominion Excess Availability Threshold” means **12.5%** of the aggregate Revolver Commitments.

(l) The introductory paragraph in the definition of “Eligible Accounts” in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

““Eligible Accounts” means those Accounts created by any Borrower in the ordinary course of its business, that arise out of such Borrower’s sale of goods or rendition of services, that comply with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that (x) such criteria may be revised from time to time by Agent in Agent’s Permitted Discretion to address the results of any audit performed by Agent from time to time after the Closing Date; (y) if ***the Payment Conditions are satisfied*** immediately after giving effect thereto, then Agent shall not establish any criteria for excluding Accounts from Eligible Accounts other than those set forth below or previously established in accordance with this Agreement unless the Agent shall have given Boise Cascade at least five Business Days’ prior notice of Agent’s intention to establish any such new criteria including an explanation as to the reasons that the Agent has determined in its Permitted Discretion that such criteria are appropriate; and (z) if ***the Payment Conditions are not satisfied*** immediately after giving effect thereto, then Agent shall endeavor to give Boise Cascade at least five Business Days’ prior notice of Agent’s intention to establish any new criteria for excluding Accounts from Eligible Accounts other than those set forth below or previously established in accordance with this Agreement, but the Agent shall have no obligation to deliver any such notice if Agent determines in its Permitted Discretion that it is necessary or appropriate to establish such criteria without delay, and in no event will the Agent have any liability to any Loan Parties or otherwise for failure to deliver any notice described above. In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits and unapplied cash. Eligible Accounts shall not include the following:”

(m) Clause (e) of the definition of “Eligible Accounts” in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(e) Accounts that are not payable in Dollars, ***other than Accounts payable in Canadian Dollars that are not in excess of Cdn\$10,000,000 in the aggregate;***”

(n) The definition of “Excess Availability Threshold” in Schedule 1.1 to the Credit Agreement is hereby deleted in its entirety.

(o) The definition of “Financial Covenant Excess Availability Threshold” in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Financial Covenant Excess Availability Threshold” means **10%** of the aggregate Revolver Commitments.

(p) The definition of “Indenture” in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Indenture” means that certain Indenture dated as of October **22, 2012**, between Boise Cascade, Boise Cascade Finance Corporation, a Delaware corporation, certain guarantors party thereto, and U.S. Bank National Association, ***as amended, amended and restated, supplemented or otherwise modified from time to time to the extent permitted by this Agreement.***

(q) A new definition of “Indenture Borrowing Base” is hereby added to Schedule 1.1 to the Credit Agreement to read as follows:

“Indenture Borrowing Base” means an amount equal to the greater of (a) \$300,000,000 and (b) an amount equal to the lesser of (i) the Initial Indenture Borrowing Base as at the end of the most recently ended fiscal quarter and (ii) the most recently calculated Initial Indenture Borrowing Base required to be delivered to Agent pursuant to Section 5.2.

(r) A new definition of “Initial Indenture Borrowing Base” is hereby added to Schedule 1.1 to the Credit Agreement to read as follows:

“Initial Indenture Borrowing Base” means, as of any date of determination, an amount equal to the sum of (a) 85% of the amounts of all Accounts owned by Boise Cascade and its Restricted Subsidiaries (as such term is defined in the Indenture) and (b) 70% of the amounts of all Inventory owned by Boise Cascade and its Restricted Subsidiaries, in each case, *plus* (in the case of any Refinancing (as such term is defined in the Indenture)) the aggregate amount of fees, underwriting discounts, premiums, prepayment penalties and other costs and expenses Incurred (as such term is defined in the Indenture) in connection with the Refinancing, *minus* (i) the sum of all permanent repayments of principal with respect to Indebtedness hereunder pursuant to Section 4.06(a)(3)(A) of the Indenture and (ii) the aggregate principal amount of Indebtedness (as such term is defined in the Indenture) Incurred under Section 4.03(b)(15) of the Indenture then outstanding.

(s) The definition of “Maturity Date” in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Maturity Date” means July **31, 2018**.



(t) The definition of “Maximum Revolver Amount” in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Maximum Revolver Amount” means **\$350,000,000**, decreased by the amount of reductions in the Revolver Commitments made in accordance with Section 2.4(c) of the Agreement.

(u) A new definition of “Payment Conditions” is hereby added to Schedule 1.1 to the Credit Agreement to read as follows:

“Payment Conditions” means that at the time of each action or proposed action and after giving effect thereto each of the following conditions are satisfied: (a) no Default or Event of Default shall have occurred and be continuing; and (b) either (i) Excess Availability (on the date of such action or proposed action after giving effect to any Advances made (or to be made) or Letters of Credit issued (or to be issued) on such date in connection with such action or proposed action) and Average Excess Availability (for the most recently ended fiscal quarter after giving pro forma effect to such action or proposed action) shall equal or exceed 25% of the aggregate Revolver Commitments or (ii) (x) Excess Availability (on the date of such action or proposed action after giving effect to any Advances made (or to be made) or Letters of Credit issued (or to be issued) on such date in connection with such action or proposed action) and Average Excess Availability (for the most recently ended fiscal quarter after giving pro forma effect to such action or proposed action) shall equal or exceed 15% of the aggregate Revolver Commitments and (y) the Fixed Charge Coverage Ratio as of the last day of the most recently ended fiscal period for which financial statements are required to be furnished to Agent, after giving pro forma effect to such action or proposed action, is at least 1.0 to 1.0.

(v) Clause (q) of the definition of “Permitted Asset Dispositions” in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(q) any other Asset Disposition so long as (i) ***the Payment Conditions are satisfied both immediately before and immediately after giving effect to such Asset Disposition*** and (ii) if such Asset Disposition is an Asset Disposition of the type described in clause (b) of this definition, the Net Cash Proceeds of such Asset Disposition are deposited into an account subject to a Control Agreement or remitted to the Agent for application against outstanding Obligations; and”

(w) Clause (i) of the definition of “Permitted Contingent Obligations” in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(i) in respect of Indebtedness permitted under clause (s) of Section 6.1, so long as ***the Payment Conditions are satisfied both immediately before***

*and immediately after giving effect to the incurrence or assumption of such Contingent Obligations; and”*

(x) The proviso immediately succeeding clause (n) of the definition of “Restricted Investment” in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

*“provided, however, that with respect to any Investment under clause (d)(ii) or (e) above, the Payment Conditions are satisfied both immediately before and immediately after giving effect to such Investment and Administrative Borrower shall have delivered to Agent a certificate of a financial officer of Administrative Borrower certifying as to compliance with clauses (a) and (b) of the Payment Conditions and demonstrating (in reasonable detail) the calculations required by clause (b) thereof.”*

(y) The definition of “Restricted Payment Excess Availability Threshold” in Schedule 1.1 to the Credit Agreement is hereby deleted in its entirety.

(z) Clause (a) of Schedule 5.2 to the Credit Agreement is hereby amended and restated in its entirety to read as follows:

*“(a) a Borrowing Base Certificate, **together with a calculation of the Initial Indenture Borrowing Base as of such date,**”*

3. **Representations.** To induce Agent and the Lenders to enter into this Amendment, each Borrower hereby represents to Agent and the Lenders as of the date hereof as follows:

(a) that such Borrower is duly authorized to execute and deliver this Amendment, and that each Loan Party is duly authorized to perform its obligations under the Loan Documents to which it is a party;

(b) that the execution and delivery of this Amendment by such Borrower do not and will not violate any material provision of federal, state or local law or regulation applicable to it or of their respective Governing Documents, or of any order, judgment, or decree of any court or other Governmental Authority binding on them;

(c) that this Amendment is a legal, valid, and binding obligation of each Loan Party party hereto, enforceable against such Loan Party in accordance with its terms, except as enforcement is limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors’ rights generally;

(d) that, as of the Amendment Effective Date and after giving effect to this Amendment, the representation and warranties set forth in Section 4 of the Credit Agreement are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), in each case with the same effect as if such representations and

warranties had been made on the Amendment Effective Date, except to the extent that any such representation or warranty expressly relates to an earlier date; and

(e) that, as of the Amendment Effective Date and after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

4. **Conditions.** This Amendment shall become effective on the date each of the following conditions have been met (such date, the “Amendment Effective Date”):

(a) this Amendment shall have been executed and delivered by Agent, the Lenders, and Borrowers, and acknowledged by the Guarantor;

(b) Agent shall have received payment in immediately available funds of an amendment fee in an amount equal to \$300,000, such amendment fee to be for the account of Agent and the Lenders, and shall be distributed by Agent as separately agreed between Agent and the Lenders; and

(c) Agent shall have received payment in immediately available funds of a closing fee in an amount equal to \$125,000, such closing fee to be for the account of Agent and the Lenders providing the Increase, which Lenders are identified on the signature pages hereof, and shall be distributed by Agent as separately agreed between Agent and the applicable Lenders.

Agent’s delivery to Boise Cascade of a copy of this Amendment executed by all necessary parties described in Section 4(a) hereof shall be deemed evidence that the Amendment Effective Date has occurred.

5. **Miscellaneous.** (a) This Amendment is governed by, and is to be construed in accordance with, the laws of the State of New York. Each provision of this Amendment is severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any specific provision.

(b) This Amendment binds Agent, the Lenders, and Borrowers and their respective successors and assigns, and will inure to the benefit of Agent, the Lenders, and Borrowers and the successors and assigns of Agent and each Lender.

(c) Except as specifically modified by the terms of this Amendment, all other terms and provisions of the Credit Agreement and the other Loan Documents are incorporated by reference in this Amendment and in all respects continue in full force and effect. Each Borrower, by execution of this Amendment, and the Guarantor, by acknowledgement of this Amendment, hereby reaffirms, assumes, and binds themselves to all applicable obligations, duties, rights, covenants, terms, and conditions that are contained in the Credit Agreement (as amended hereby) and the other Loan Documents (including the granting of any Liens for the benefit of Agent and the Lenders).

(d) This Amendment is a Loan Document. Each Borrower acknowledges that Agent’s reasonable costs and expenses (including reasonable attorneys’ fees) incurred in connection with this Amendment constitute Lender Group Expenses.

(e) The parties may sign this Amendment in several counterparts, each of which will be deemed to be an original but all of which together will constitute one instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Amendment.

**[SIGNATURE PAGES TO FOLLOW]**

The parties are signing this Fifth Amendment to Credit Agreement as of the date stated in the introductory clause.

BOISE CASCADE COMPANY,  
a Delaware corporation, as a Borrower

By: /s/ Kelly Hibbs  
Name: Kelly Hibbs  
Title: Vice President and Controller

BOISE CASCADE BUILDING MATERIALS DISTRIBUTION, L.L.C.,  
a Delaware limited liability company, as a Borrower

By: /s/ Kelly Hibbs  
Name: Kelly Hibbs  
Title: Vice President and Controller

BOISE CASCADE WOOD PRODUCTS, L.L.C.,  
a Delaware limited liability company, as a Borrower

By: /s/ Kelly Hibbs  
Name: Kelly Hibbs  
Title: Vice President and Controller

[Signature Page to Fifth Amendment to Credit Agreement]

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WELLS FARGO CAPITAL FINANCE, LLC,  
as Agent and as a Lender

By: /s/ Peter Possenato  
Name: Peter Possenato  
Title: Director

[Signature Page to Fifth Amendment to Credit Agreement]

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BANK OF AMERICA, N.A.,  
as a Lender

By: /s/ Gregory A. Jones  
Name: Gregory A. Jones  
Title: Senior Vice President

[Signature Page to Fifth Amendment to Credit Agreement]

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U.S. BANK NATIONAL ASSOCIATION,  
as a Lender

By: /s/ Lynn Gosselin  
Name: Lynn Gosselin  
Title: Senior Vice President

[Signature Page to Fifth Amendment to Credit Agreement]

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JPMORGAN CHASE BANK, N.A.,  
as a Lender

By: /s/ Peter S. Predun

Name: Peter S. Predun

Title: Executive Director

[Signature Page to Fifth Amendment to Credit Agreement]

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PNC BANK, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ Kevin J. Gimber  
Name: Kevin J. Gimber  
Title: Assistant Vice President

[Signature Page to Fifth Amendment to Credit Agreement]

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Acknowledged and Agreed:

BOISE CASCADE WOOD PRODUCTS HOLDINGS CORP.,  
a Delaware corporation, as Guarantor

By: /s/ Kelly Hibbs  
Name: Kelly Hibbs  
Title: Vice President and Controller

[Signature Page to Fifth Amendment to Credit Agreement]

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**Schedule C-1**

**Commitments**

<b>Lender</b>	<b>Revolver Commitment</b>	
<b>Wells Fargo Capital Finance, LLC</b>	\$	115,000,000.00
<b>Bank of America, N.A.</b>	\$	100,000,000.00
<b>U.S. Bank National Association</b>	\$	60,000,000.00
<b>PNC Bank, National Association</b>	\$	40,000,000.00
<b>JPMorgan Chase Bank, N.A.</b>	\$	35,000,000.00
<b>All Lenders</b>	<b>\$</b>	<b>350,000,000.00</b>

**Boise Cascade Company**

1111 West Jefferson Street Ste 300 PO Box 50 Boise, ID 83728  
T 208 384 6161 F 208 384 4913

News Release

**Investor Relations Contact**

Wayne Rancourt

Office 208 384 6073

**For Immediate Release: August 15, 2013**

**BOISE CASCADE COMPANY ANNOUNCES CLOSING OF PRIVATE OFFERING OF \$50 MILLION OF ADDITIONAL SENIOR NOTES**

**BOISE, Idaho** — Boise Cascade Company (Boise Cascade) (NYSE: BCC) today announced that it has closed the previously announced offering of \$50,000,000 in aggregate principal amount of 6<sup>3</sup>/<sub>8</sub>% senior notes due 2020 (the “Notes”) in a private offering that was exempt from registration under the Securities Act of 1933, as amended (the “Securities Act”).

The Notes and related guarantees have not been registered under the Securities Act, or the securities laws of any state or other jurisdiction, and may not be offered or sold in the United States without registration or an applicable exemption from the Securities Act and applicable state securities or blue sky laws and foreign securities laws.

This press release is for informational purposes only and shall not constitute an offer to sell or the solicitation of an offer to buy the Notes or any other securities. The Notes offering was only made by means of a private offering memorandum, and was not made to any person in any jurisdiction in which the offer, solicitation or sale is unlawful.

***About Boise Cascade***

Boise Cascade is a large vertically-integrated wood products manufacturer and building materials distributor with widespread operations in the United States and Canada. Boise Cascade is headquartered in Boise, Idaho.

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**Media Contact**

John Sahlberg

Office 208 384 6451