

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2005		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Masonite U.S. Corporation		12/21/2005
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Masonite Corporation		
Street Address:	One North Dale Mabry Highway		
Internal Address:	Suite 950		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
	Property Type	Number	Word Mark
	Registration Number:	2654083	MOHAWK
	Registration Number:	3481042	HERITAGE
	Registration Number:	1127796	CASTLEGATE
	Registration Number:	1776243	SPAN-RITE
CORRESPONDENCE DATA			
Fax Number:	3018960607		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	301-896-0600		
Email:	dinman@bw-iplaw.com		
Correspondent Name:	Berenato & White, LLC		
Address Line 1:	6550 Rock Spring Drive		
Address Line 2:	Suite 240		
Address Line 4:	Bethesda, MARYLAND 20817		

CH \$115.00 2654083

TRADEMARK

ATTORNEY DOCKET NUMBER:	6240.750 AND OTHERS
NAME OF SUBMITTER:	Patricia M. Rehfield
Signature:	/s/
Date:	11/06/2012

Total Attachments: 29

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**ARTICLES OF MERGER
BETWEEN
MASONITE DOOR CORPORATION,
MASONITE U.S. CORPORATION,
MASONITE ENTRY DOOR CORPORATION,
FBL CORPORATION,
AND
MASONITE CORPORATION**

COPY

Pursuant to Section 607.1105 of the Florida Business Corporation Act, MASONITE CORPORATION, a Delaware corporation (the "Surviving Corporation"), and Masonite Door Corporation, a Florida corporation, Masonite U.S. Corporation, a Delaware corporation, Masonite Entry Door Corporation, a Florida corporation, and FBL Corporation, a Delaware corporation (all such entities, other than the Surviving Corporation, collectively the "Merging Entities"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Entities into the Surviving Corporation (the "Merger"), which will be the surviving corporation in the Merger.

ARTICLE I. The Plan of Merger, effecting the merger of the Merging Entities with and into the Surviving Corporation is attached as Exhibit "A" (the "Plan").

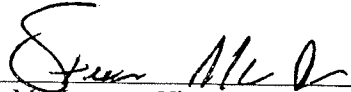
EFFECTIVE DATE
12-31-05

ARTICLE II. The effective time and date of the Merger shall be 11:59 p.m. on December 31, 2005.

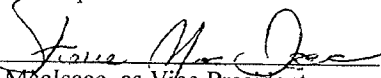
ARTICLE III. The Plan was approved by the Board of Directors and sole Shareholder or Stockholder of the Surviving Corporation and of each of the Merging Entities incorporated in Florida in accordance with Sections 607.1101 and 607.1104 of the Florida Business Corporation Act on December 16, 2005. The Plan was approved by each of the Merging Entities that are not incorporated in Florida pursuant to the applicable laws of their respective states of incorporation on December 16, 2005.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 21st day of December 2005.

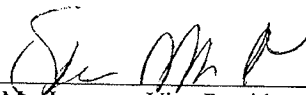
Masonite Corporation, a Delaware corporation

By: 
Steve MacIsaac, as Vice President

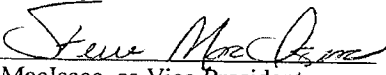
Masonite Door Corporation,
a Florida corporation

By: 
Steve MacIsaac, as Vice President

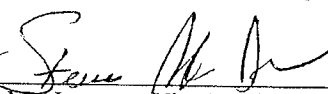
Masonite U.S. Corporation, a Delaware corporation

By: 
Steve MacIsaac, as Vice President

Masonite Entry Door Corporation,
a Florida corporation

By: 
Steve MacIsaac, as Vice President

FBL Corporation, a Delaware corporation

By: 
Steve MacIsaac, as Vice President

FILED
 05 DEC 28 PM 4:34
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

PLAN OF MERGER of
MASONITE DOOR CORPORATION, *a Florida corporation*,
MASONITE U.S. CORPORATION, *a Delaware corporation*,
MASONITE ENTRY DOOR CORPORATION, *a Florida corporation*, and
FBL CORPORATION, *a Delaware corporation*,
with and into
MASONITE CORPORATION, *a Delaware corporation*

This **PLAN OF MERGER** (this "**Plan**") is effective as of December 31, 2005 among Masonite Corporation, a Delaware corporation (the "Survivor"), Masonite Door Corporation a Florida corporation, Masonite U.S. Corporation, a Delaware corporation, Masonite Entry Door Corporation a Florida corporation, and FBL Corporation, a Delaware corporation (all such entities, other than the Survivor, individually a "Merging Corporation" and collectively, the "Merging Corporations"). The Survivor and the Merging Corporations are referred to collectively herein as the "Parties".

The Parties adopt the following Plan of Merger, effective as of December 31, 2005, pursuant to Section 607.1101 of the Florida Business Corporation Act.

1. The name of each of the corporations planning to merge is:
 - i) The Surviving Corporation is Masonite Corporation, a Delaware corporation, Fla Doc #831096;
 - ii) The Merging Corporations are
Masonite Door Corporation, a Florida corporation, Fla Doc # P00000090280
Masonite U.S. Corporation, a Delaware corporation, Fla Doc # F05000005470
Masonite Entry Door Corporation, a Florida corporation, Fla Doc # P98000030440 and
FBL Corporation, a Delaware corporation.
2. The effective time and date of the merger shall be 11:59 p.m. December 31, 2005 (the "Effective Time").
3. The general terms and conditions of the merger are as follows: at the Effective Time, the separate existence of each Merging Corporation shall cease and the Surviving Corporation shall ultimately succeed to all rights, privileges, immunities, powers, franchises, authority, and real and personal property of the Merging Corporations. The Surviving Corporation shall thereafter be responsible and liable for all obligations of the Merging Corporation, and neither the rights of the creditors nor any liens on the property of the Merging Corporation shall be impaired by the merger.
4. The manner and basis of converting the shares of the Parties shall be as follows: At the Effective Time, by virtue of the merger and without any action on the part of the Parties, all of the shares of the issued and outstanding stock of Masonite U.S. Corporation shall be exchanged for the 110 shares of stock of Masonite Corporation and each share of stock of the other Merging Corporations that is outstanding immediately before the Effective Time shall be cancelled and extinguished and cease to exist.
5. The Certificate of Incorporation of the Surviving Corporation shall continue to be the certificate of incorporation of the Surviving Corporation, and shall continue in full force and effect until amended and changed under the laws of Florida.
6. The Boards of Directors of the Surviving Corporation and the Merging Corporations may amend this Plan of Merger at any time prior to the Effective Time.

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of December 31, 2005 (the "Agreement"), is entered into by and among Masonite Corporation, a Delaware corporation (the "Survivor"), Masonite Door Corporation a Florida corporation, Masonite U.S. Corporation, a Delaware corporation, Masonite Entry Door Corporation a Florida corporation, FBL Corporation, a Delaware corporation, and Louisiana Millwork, L.L.C., a Louisiana limited liability company (all such entities, other than the Survivor, individually a "Target" and collectively, the "Targets"). The Survivor and the Targets are referred to collectively herein as the "Parties".

Background

Masonite U.S. Corporation owns 100% of the outstanding common stock of the Survivor and each of the other Targets, other than Louisiana Millwork, L.L.C. which is owned by FBL Corporation, a Target. In order to effectuate the distribution and transfer of all of the assets, liabilities, and obligations of each of the Targets to the Survivor, the Parties desire to merge the Targets into the Survivor. Each Party certified that the approval of the Agreement has been authorized in accordance with the appropriate provision of the Delaware General Corporation Law, Section 251; the Florida Business Corporation Act, Section 607.1101; or the Louisiana Limited Liability Company Law, Section 12:1361, as applicable. This Agreement, together with the resolutions of the stockholder of Masonite U.S. Corporation and each other Party's board of directors or members, as applicable, approving this Agreement and authorizing the distribution and transfer of each of the Target's assets, liabilities, and obligations to the Survivor and the complete cancellation of stock or interests in each of the Targets, are intended by the Parties to constitute a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended. The Parties intend that, upon the consummation of the transactions contemplated by this Agreement, the separate corporate or company existence of each of the Targets will cease. Accordingly, in consideration of the mutual agreement and covenants set forth below, the Parties agree as follows:

Terms and Conditions

1. **Merger.** At the Effective Time, as defined in Section 2, below, each Target shall be merged with and into the Survivor, and the separate corporate or company existence of each Target shall cease (the "Merger"). The corporate existence of the Survivor shall continue unaffected and unimpaired by the Merger and, as the surviving corporation, it shall remain governed by the laws of Delaware. The Survivor shall retain its current name after the Merger.

2. **Effective Time.** The Effective Time of the Merger shall be 11:59 p.m. on December 31, 2005.

3. **Conversion of Shares or Interests.** The manner and basis of converting the shares or interests of each of the Parties shall be as follows:

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the Parties, all of shares of the issued and outstanding stock of Masonite U.S. Corporation shall be exchanged for the 110 shares of stock of Masonite Corporation, and each share of stock or membership interest of the other Targets that are outstanding immediately before the Effective Time shall be cancelled and extinguished and cease to exist.

4. Continuation of Rights and Obligations. At and after the Effective Time of the Merger, the Survivor shall possess all rights, privileges, powers, and franchises of each of the Targets. All property, real, personal, and mixed, all debts due on whatever account, all other things and actions, and every other interest of or belonging to each Target shall be vested in the Survivor without further action. At and after the Effective Time of the Merger, the Survivor shall assume and be liable for all the liabilities and obligations of each Target as if those liabilities and obligations had been incurred by the Target.

5. Survival of Claims. Any claim existing, or action or proceeding pending, by or against any Target may be prosecuted as if the Merger had not taken place, or the Survivor may be substituted in the place of any Target in such action or proceeding. The Survivor agrees that it may be served with process in the States of Delaware, Louisiana and Florida in any proceeding for enforcement of any obligation of the Targets, as well as for enforcement of any obligation of the Survivor arising from the Merger,

6. Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of the Survivor, as in effect at the Effective Time of the Merger, shall continue in full force and effect.

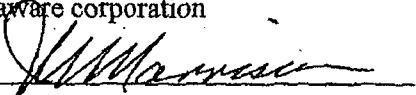
7. Directors and Officers. The directors and officers of Masonite U.S. Corporation in office immediately before and at the Effective Time, shall become the directors and officers of the Survivor, retaining their respective offices and positions.

8. Conditions. The obligations of the parties to consummate the Merger are subject to the satisfaction of the following conditions: (i) no action, suit, or proceeding shall be pending before any court or quasi-judicial or administrative agency of any federal, state, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (a) prevent consummation of the Merger, (b) cause the Merger to be rescinded following consummation, or (c) adversely affect the business, assets, properties, operations (financial or otherwise), or prospects of the Survivor as a result of the Merger (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect); and (ii) the parties shall have received all consents of third parties that have agreements with any of the Targets and whose consent is required for the assumption of such agreements by the Survivor if the failure to obtain such consent would have a material adverse effect on the business or operations of any of the Targets or the Survivor.

9. Termination. This Agreement may be terminated at any time before the Effective Time by any of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger as of the date first written above.

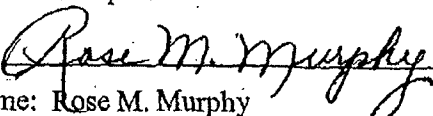
MASONITE CORPORATION,
a Delaware corporation

By: 

Name: James U. Morrison

Its: President

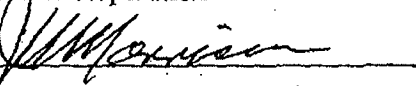
MASONITE DOOR CORPORATION,
a Florida corporation

By: 

Name: Rose M. Murphy

Its: Vice President and Assistant Secretary

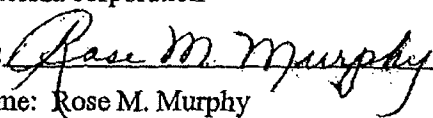
MASONITE U.S. CORPORATION,
a Delaware corporation

By: 

Name: James U. Morrison

Its: Executive Vice President

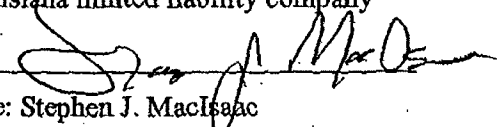
MASONITE ENTRY DOOR CORPORATION,
a Florida corporation

By: 

Name: Rose M. Murphy

Its: Vice President and Assistant Secretary

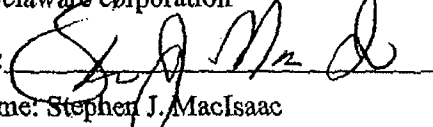
LOUISIANA MILLWORK, L.L.C.,
a Louisiana limited liability company

By: 

Name: Stephen J. MacIsaac

Its: President

FBL CORPORATION,
a Delaware corporation

By: 

Name: Stephen J. MacIsaac

Its: President

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**ARTICLES OF MERGER
BETWEEN
MASONITE DOOR CORPORATION,
MASONITE U.S. CORPORATION,
MASONITE ENTRY DOOR CORPORATION,
FBL CORPORATION,
AND
MASONITE CORPORATION**

EXHIBIT B

Pursuant to Section 607.1105 of the Florida Business Corporation Act, MASONITE CORPORATION, a Delaware corporation (the "Surviving Corporation"), and Masonite Door Corporation, a Florida corporation, Masonite U.S. Corporation, a Delaware corporation, Masonite Entry Door Corporation, a Florida corporation, and FBL Corporation, a Delaware corporation (all such entities, other than the Surviving Corporation, collectively the "Merging Entities"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Entities into the Surviving Corporation (the "Merger"), which will be the surviving corporation in the Merger.

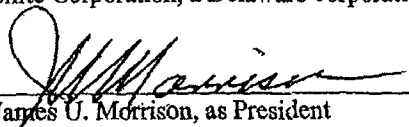
ARTICLE I. The Plan of Merger, effecting the merger of the Merging Entities with and into the Surviving Corporation is attached as Exhibit "A" (the "Plan").

ARTICLE II. The effective time and date of the Merger shall be 11:59 p.m. on December 31, 2005.

ARTICLE III. The Plan was approved by the Board of Directors and sole Shareholder or Stockholder of the Surviving Corporation and of each of the Merging Entities incorporated in Florida in accordance with Sections 607.1101 and 607.1104 of the Florida Business Corporation Act on December 16, 2005. The Plan was approved by each of the Merging Entities that are not incorporated in Florida pursuant to the applicable laws of their respective states of incorporation on December 16, 2005.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 31st day of December 2005.

Masonite Corporation, a Delaware corporation


By: James U. Morrison, as President

PLAN OF MERGER of
MASONITE DOOR CORPORATION, a Florida corporation,
MASONITE U.S. CORPORATION, a Delaware corporation,
MASONITE ENTRY DOOR CORPORATION, a Florida corporation, and
FBL CORPORATION, a Delaware corporation,
with and into
MASONITE CORPORATION, a Delaware corporation

This PLAN OF MERGER (this "*Plan*") is effective as of December 31, 2005 among Masonite Corporation, a Delaware corporation (the "*Survivor*"), Masonite Door Corporation a Florida corporation, Masonite U.S. Corporation, a Delaware corporation, Masonite Entry Door Corporation a Florida corporation, and FBL Corporation, a Delaware corporation (all such entities, other than the *Survivor*, individually a "*Merging Corporation*" and collectively, the "*Merging Corporations*"). The *Survivor* and the *Merging Corporations* are referred to collectively herein as the "*Parties*".

The Parties adopt the following Plan of Merger, effective as of December 31, 2005, pursuant to Section 607.1101 of the Florida Business Corporation Act.

1. The name of each of the corporations planning to merge is:
 - i) The Surviving Corporation is Masonite Corporation, a Delaware corporation, Fla Doc #831096;
 - ii) The Merging Corporations are
Masonite Door Corporation, a Florida corporation, Fla Doc # P00000090280
Masonite U.S. Corporation, a Delaware corporation, Fla Doc # F05000005470
Masonite Entry Door Corporation, a Florida corporation, Fla Doc # P98000030440 and
FBL Corporation, a Delaware corporation.
2. The effective time and date of the merger shall be 11:59 p.m. December 31, 2005 (the "*Effective Time*").
3. The general terms and conditions of the merger are as follows: at the *Effective Time*, the separate existence of each *Merging Corporation* shall cease and the *Surviving Corporation* shall ultimately succeed to all rights, privileges, immunities, powers, franchises, authority, and real and personal property of the *Merging Corporations*. The *Surviving Corporation* shall thereafter be responsible and liable for all obligations of the *Merging Corporation*, and neither the rights of the creditors nor any liens on the property of the *Merging Corporation* shall be impaired by the merger.
4. The manner and basis of converting the shares of the *Parties* shall be as follows: At the *Effective Time*, by virtue of the merger and without any action on the part of the *Parties*, all of the shares of the issued and outstanding stock of Masonite U.S. Corporation shall be exchanged for the 110 shares of stock of Masonite Corporation and each share of stock of the other *Merging Corporations* that is outstanding immediately before the *Effective Time* shall be cancelled and extinguished and cease to exist.
5. The Certificate of Incorporation of the *Surviving Corporation* shall continue to be the certificate of incorporation of the *Surviving Corporation*, and shall continue in full force and effect until amended and changed under the laws of Florida.
6. The Boards of Directors of the *Surviving Corporation* and the *Merging Corporations* may amend this Plan of Merger at any time prior to the *Effective Time*.

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CERTIFICATE OF MERGER OF
LOUISIANA MILLWORK, L.L.C.
AND
MASONITE CORPORATION

It is hereby certified that:

1. The constituent business entities participating in the merger herein certified are:
 - (i) Louisiana Millwork, L.L.C., which is organized in Louisiana;
 - (ii) Masonite Corporation, which is incorporated in Delaware.
2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent entities in accordance with the provisions of Section 264 of the Delaware General Corporation Law by Masonite Corporation (the survivor) and in accordance with the appropriate provisions of Louisiana Law by Louisiana Millwork, L.L.C.
3. The name of the surviving corporation in the merger herein certified is Masonite Corporation, which will continue its existence as the surviving corporation under its present name upon the effective date of the merger pursuant to the provisions of the laws of Delaware.
4. The Certificate of Incorporation of Masonite Corporation, as now in force and effect, shall continue to be the Certificate of Incorporation of the surviving corporation until amended and changed pursuant to the provisions of the laws of Delaware.
5. The executed Agreement and Plan of Merger between the constituent entities is on file at an office of the surviving corporation, the address of which is as follows:

1 N. Dale Mabry, Suite 950
Tampa, Florida 33609
6. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request, and without cost, to any stockholder, shareholder or any member of any constituent entity.
7. The Agreement and Plan of Merger between the constituent corporations provides that the merger herein certified shall be effective at 11:59 p.m. on December 31, 2005.

Dated: December

31st, 2005

MASONITE CORPORATION

By: 

Name: James U. Morrison

Title: President

CERTIFICATE OF MERGER OF
MASONITE DOOR CORPORATION
MASONITE U.S. CORPORATION
MASONITE ENTRY DOOR CORPORATION
FBL CORPORATION
AND
MASONITE CORPORATION

It is hereby certified that:

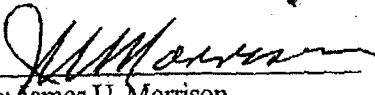
1. The constituent business entities participating in the merger herein certified are:
 - (i) Masonite Door Corporation, which is incorporated in Florida;
 - (ii) Masonite U.S. Corporation, which is incorporated in Delaware;
 - (iii) Masonite Entry Door Corporation, which is incorporated in Florida;
 - (iv) FBL Corporation, which is incorporated in Delaware;
 - (v) Masonite Corporation, which is incorporated in Delaware.
2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent entities in accordance with the provisions of Sections 252 of the Delaware General Corporation Law by each of Masonite U.S. Corporation (the parent), FBL Corporation and Masonite Corporation (the survivor) and in accordance with the appropriate provisions of Florida Law by each of Masonite Door Corporation, and Masonite Entry Door Corporation.
3. The name of the surviving corporation in the merger herein certified is Masonite Corporation, which will continue its existence as the surviving corporation under its present name upon the effective date of the merger pursuant to the provisions of the laws of Delaware.
4. The Certificate of Incorporation of Masonite Corporation, as now in force and effect, shall continue to be the Certificate of Incorporation of the surviving corporation until amended and changed pursuant to the provisions of the laws of Delaware.
5. The executed Agreement and Plan of Merger between the constituent entities is on file at an office of the surviving corporation, the address of which is as follows:

1 N. Dale Mabry, Suite 950
Tampa, Florida 33609
6. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request, and without cost, to any stockholder, shareholder or any member of any constituent entity.

7. The Agreement and Plan of Merger between the constituent corporations provides that the merger herein certified shall be effective at 11:59 p.m. on December 31, 2005.

Dated: December 31, 2005

MASONITE CORPORATION

By: 
Name: James U. Morrison
Title: President

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LOUISIANA CERTIFICATE OF MERGER
OF
LOUISIANA MILLWORK, L.L.C.
MASONITE DOOR CORPORATION
MASONITE U.S. CORPORATION
MASONITE ENTRY DOOR CORPORATION
FBL CORPORATION
AND
MASONITE CORPORATION

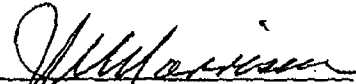
It is hereby certified that:

1. The constituent business entities participating in the merger herein certified are:
 - (i) Louisiana Millwork, L.L.C., which is organized in Louisiana;
 - (ii) Masonite U.S. Corporation, which is incorporated in Delaware;
 - (iii) Masonite Entry Door Corporation, which is incorporated in Florida;
 - (iv) FBL Corporation, which is incorporated in Delaware;
 - (v) Masonite Door Corporation, which is incorporated in Florida; and
 - (vi) Masonite Corporation, which is incorporated in Delaware, and qualified to transact business in Louisiana.
2. The Merger shall be effective at 11:59 p.m. on December 31, 2005.
3. The name of the surviving corporation in the merger herein certified is Masonite Corporation.
4. An Agreement and Plan of Merger has been duly authorized and approved, and acknowledged by each of the constituent entities in accordance with Louisiana R.S. 12.1359.
5. The Certificate of Incorporation of Masonite Corporation, as now in force and effect, shall continue to be the Certificate of Incorporation of the surviving corporation until amended and changed pursuant to the provisions of the laws of Delaware.
6. The executed Agreement and Plan of Merger between the constituent entities is on file at an office of the surviving corporation, the address of which is as follows:

1 N. Dale Mabry, Suite 950
Tampa, Florida 33609
7. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request, and without cost, to any stockholder, shareholder or any member of any constituent entity.
8. The surviving corporation shall be subject to service of process in this state in any proceeding for enforcement of any obligation of any constituent entity party to the merger and for enforcement of any obligation arising from the merger.

Dated: December 31, 2005

MASONITE CORPORATION

By: 
Name: James U. Morrison
Title: President

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ASSUMPTION AGREEMENT AND AFFIRMATION AND CONSENT

December 31, 2005

This Assumption Agreement and Affirmation and Consent, dated as of December 31, 2005 (the "Agreement"), is among (a) Masonite Corporation, (b) each of (i) Premdor Finance LLC, WMW, Inc., Woodlands Millwork I, Ltd., Eger Properties, Door Installation Specialist Corporation, Cutting Edge Tooling, Inc., Pintu Acquisition Company, Inc., Florida Made Door Co. and Specialty Glass Products, Inc. (collectively, the "US Guarantors"), (ii) Masonite International Corporation, Les Portes Cascades Inc., Mégantic Manufacturing Company Inc., Crown Door Corporation, Castlegate Entry Systems Inc., 3061275 Nova Scotia Company, 1535638 Ontario Inc., Rochman Group Holdings Inc. and Rochman Universal Doors Inc. (collectively, the "Canadian Guarantors"), (iii) Bonlea Limited, Premdor Crosby Limited, Premdor U.K. Holdings Limited and Masonite Europe Limited (collectively, the "UK Guarantors"), (iv) Masonite Ireland, Masonite Europe and Masonite Components (collectively, the "Irish Guarantors"), (v) Masonite Mexico, S.A. de C.V. (the "Mexican Guarantor") and (vi) Masonite Chile Holdings S.A. and Masonite Chile S.A. (collectively, the "Chilean Guarantors") and together with the US Guarantors, Canadian Guarantors, UK Guarantors, Irish Guarantors and Mexican Guarantors, the "Guarantors") and (c) The Bank of Nova Scotia, as Administrative Agent under the Credit Agreement referred to below (the "Administrative Agent"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement (as defined below).

Reference is made to the Credit Agreement dated as of April 6, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Masonite U.S. Corporation (formerly known as Stile U.S. Acquisition Corp.), Masonite International Corp. (formerly known as Stile Acquisition Corp., "Holdings"), Masonite International Inc. (formerly known as Stile Consolidated Corp.), the lending institutions from time to time parties thereto (the "Lenders") and The Bank of Nova Scotia, as Administrative Agent (the "Administrative Agent").

In accordance with Section 10.3 of the Credit Agreement, each of Masonite U.S. Corporation, Masonite Door Corporation, Masonite Entry Door Corporation, Louisiana Millwork, L.L.C. and FBL Corporation (collectively, the "Merger Companies") intends to merge with and into Masonite Corporation pursuant to the Agreement and Plan of Merger (attached hereto as Exhibit A, the "Merger Agreement") and the Certificates of Merger in relation thereto (attached hereto as Exhibit B, the "Merger Certificates" and, together with the Merger Agreement, the "Merger Documents"), to be filed with the Secretary of State of the States of Florida, Delaware and Louisiana on the date hereof (the "Mergers"), with the surviving corporation being Masonite Corporation (in such capacity, the "Successor US Borrower").

SECTION 1. Assumption. (a) Effective as of the time of the Mergers, Masonite Corporation hereby assumes all of the rights, benefits, obligations and liabilities of the US Borrower, including all of the rights, benefits, obligations and liabilities under the Credit Agreement and each other Credit Document to which the US Borrower is a party. Masonite Corporation hereby acknowledges, accepts and assumes all of the rights, benefits, obligations and liabilities of the US Borrower under the Credit Agreement and each other Credit Document

existing immediately prior to the Mergers, and agrees to be bound by all of the terms and conditions thereof. Masonite Corporation hereby acknowledges and agrees that the Administrative Agent and the Lenders are relying on the representations, warranties and undertakings set forth herein.

(b) Masonite Corporation hereby confirms and acknowledges that following the Mergers it shall become the Successor US Borrower as such term is used in Section 10.3 of the Credit Agreement and it shall continue in the same capacity as the US Borrower under the Credit Agreement and each other Credit Document. Without in any way diminishing the rights and remedies of the Lenders and the Administrative Agent under the Credit Agreement or any of the Credit Documents, Masonite Corporation further confirms that it is assuming the obligations of the US Borrower immediately prior to the consummation of the Mergers in order to, among other things, provide the Secured Parties under the Credit Agreement and the Credit Documents with a security interest in its assets pursuant to and to the same extent provided for in the Credit Documents and the US Borrower acknowledges and agrees that the assumption provided for pursuant to this Agreement shall not in any way release it prior to the consummation of the Mergers from its obligations under the Credit Agreement or each other Credit Document.

(c) Without limiting the generality of the foregoing, Masonite Corporation hereby makes each representation and warranty contained in the Credit Agreement and each other Credit Document and made by the US Borrower, as of the date hereof (except to the extent any such representation or warranty relates solely to an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date), and assumes and agrees to be bound by, perform, observe, and hereby confirms each and every covenant, agreement, term, condition, obligation, representation, warranty, appointment, duty and liability of the US Borrower under or in connection with and in respect to the Credit Agreement and each other Credit Document to which it is or becomes a party. Masonite Corporation further confirms that each Credit Document to which it is a party is and shall continue to be in full force and effect and the same are hereby ratified and confirmed in all respects.

SECTION 2. Affirmation and Consent. (a) By its signature below, each of the undersigned Guarantors hereby reaffirms the covenants and agreements contained in each Credit Document to which it is a party, including, in each case, as such covenants and agreements may be modified by the Mergers, this Agreement and the transactions contemplated thereby. Each of the undersigned hereby further certifies that, as of the date hereof (after giving effect to the effectiveness of the Mergers), the representations and warranties contained in the Credit Documents and made by the undersigned are true and correct with the same effect as if made on the date hereof, except to the extent such representations or warranties relate to a date prior to the date hereof (in which case such representations and warranties were true and correct as of such earlier date). Each of the undersigned further confirms that each Credit Document to which it is a party is and shall continue to be in full force and effect and the same are hereby ratified and confirmed in all respects.

(b) Each of the undersigned Guarantors hereby confirms that (i) each Guarantee to which it is a party, (ii) each applicable Security Agreement to which it is a party and (iii) each applicable Mortgage to which it is a party shall apply, respectively, to the Successor US Borrower's obligations under the Credit Agreement.

SECTION 3. Further Assurances. Without limitation to the other terms and provisions of this Agreement, Masonite Corporation agrees that it shall, at its own expense, at any time and from time to time, promptly and duly execute and deliver any and all further instruments and documents, including such other supplements or documents related to the Credit Documents to evidence the Affirmation and Consent set forth in Section 2 above, and take such further action that the Administrative Agent may reasonably request in order to obtain the full benefits of this Agreement and to implement the terms of this Agreement hereunder.

SECTION 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE UNDERSIGNED SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all of the parties shall be lodged with Masonite Corporation and the Administrative Agent.

SECTION 6. Successors and Assigns; Benefits. This Agreement shall be binding upon Masonite Corporation and its successors and assigns and shall inure to the benefit of the Administrative Agent, the Lenders and each of their respective successors and assigns.

SECTION 7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Credit Document. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Section 12 thereof.

IN WITNESS WHEREOF, the undersigned has executed this acknowledgment as of the date first written above.

**SUCCESSOR US BORROWER
MASONITE CORPORATION**

By: _____

Name: James U. Morrison
Title: President

US GUARANTORS
PREMDOR FINANCE LLC
WMW, INC.
WOODLANDS MILLWORK I, LTD.
EGER PROPERTIES
DOOR INSTALLATION SPECIALIST
CORPORATION
CUTTING EDGE TOOLING, INC.
PINTU ACQUISITION COMPANY, INC.
FLORIDA MADE DOOR CO.
SPECIALTY GLASS PRODUCTS, INC.

By: _____

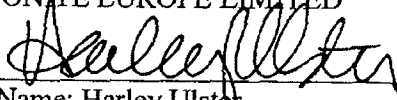
Name: Robert V. Tubbesing
Title: Vice President

CANADIAN GUARANTORS
MASONITE INTERNATIONAL CORPORATION
LES PORTES CASCADES INC.
MÉGANTIC MANUFACTURING COMPANY
INC.
CROWN DOOR CORPORATION
CASTLEGATE ENTRY SYSTEMS INC.
3061275 NOVA SCOTIA COMPANY
1535638 ONTARIO INC.
ROCHMAN GROUP HOLDINGS INC.
ROCHMAN UNIVERSAL DOORS INC.

By: _____

Name: Harley Ulster
Title: Secretary or Executive Vice President

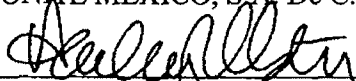
UK GUARANTORS
BONLEA LIMITED
PREMDOR CROSBY LIMITED
PREMDOR U.K. HOLDINGS LIMITED
MASONITE EUROPE LIMITED

By: 
Name: Harley Ulster
Title: Corporate Secretary

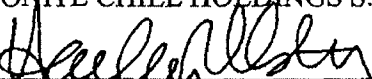
IRISH GUARANTORS
MASONITE IRELAND
MASONITE EUROPE
MASONITE COMPONENTS

By: _____
Name: Robert V. Tubbesing
Title: Vice President and Treasurer

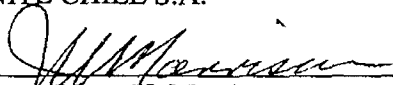
MEXICAN GUARANTOR
MASONITE MEXICO, S.A. De C.V.

By: 
Name: Harley Ulster
Title: General Counsel

CHILEAN GUARANTORS
MASONITE CHILE HOLDINGS S.A.

By: 
Name: Harley Ulster
Title: President

MASONITE CHILE S.A.

By: 
Name: James U. Morrison
Title: Chairman

ADMINISTRATIVE AGENT
THE BANK OF NOVA SCOTIA

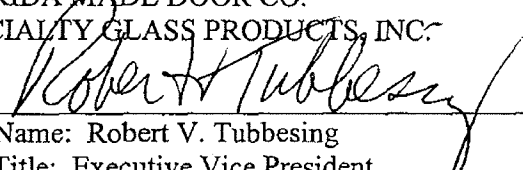
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has executed this acknowledgment as of the date first written above.

SUCCESSOR US BORROWER
MASONITE CORPORATION

By: _____
Name: James U. Morrison
Title: President

US GUARANTORS
PREMDOR FINANCE LLC
WMW, INC.
WOODLANDS MILLWORK I, LTD.
EGER PROPERTIES
DOOR INSTALLATION SPECIALIST
CORPORATION
CUTTING EDGE TOOLING, INC.
PINTU ACQUISITION COMPANY, INC.
FLORIDA MADE DOOR CO.
SPECIALTY GLASS PRODUCTS, INC.

By: 
Name: Robert V. Tubbesing
Title: Executive Vice President

CANADIAN GUARANTORS
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LES PORTES CASCADES INC.
MÉGANTIC MANUFACTURING COMPANY
INC.
CROWN DOOR CORPORATION
CASTLEGATE ENTRY SYSTEMS INC.
3061275 NOVA SCOTIA COMPANY
1535638 ONTARIO INC.
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ROCHMAN UNIVERSAL DOORS INC.

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PREMDOR CROSBY LIMITED
PREMDOR U.K. HOLDINGS LIMITED
MASONITE EUROPE LIMITED

By: _____
Name: Harley Ulster
Title: Corporate Secretary

IRISH GUARANTORS
MASONITE IRELAND
MASONITE EUROPE
MASONITE COMPONENTS

By: Robert V. Tubbesing
Name: Robert V. Tubbesing
Title: Vice President and Treasurer

MEXICAN GUARANTOR
MASONITE MEXICO, S.A. De C.V.

By: _____
Name: Harley Ulster
Title: General Counsel

CHILEAN GUARANTORS
MASONITE CHILE HOLDINGS S.A.

By: _____
Name: Harley Ulster
Title: President

MASONITE CHILE S.A.

By: _____
Name: James U. Morrison
Title: Chairman

ADMINISTRATIVE AGENT
THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of December 31, 2005 (the "Agreement"), is entered into by and among Masonite Corporation, a Delaware corporation (the "Survivor"), Masonite Door Corporation a Florida corporation, Masonite U.S. Corporation, a Delaware corporation, Masonite Entry Door Corporation a Florida corporation, FBL Corporation, a Delaware corporation, and Louisiana Millwork, L.L.C., a Louisiana limited liability company (all such entities, other than the Survivor, individually a "Target" and collectively, the "Targets"). The Survivor and the Targets are referred to collectively herein as the "Parties".

Background

Masonite U.S. Corporation owns 100% of the outstanding common stock of the Survivor and each of the other Targets, other than Louisiana Millwork, L.L.C. which is owned by FBL Corporation, a Target. In order to effectuate the distribution and transfer of all of the assets, liabilities, and obligations of each of the Targets to the Survivor, the Parties desire to merge the Targets into the Survivor. Each Party certified that the approval of the Agreement has been authorized in accordance with the appropriate provision of the Delaware General Corporation Law, Section 251; the Florida Business Corporation Act, Section 607.1101; or the Louisiana Limited Liability Company Law, Section 12:1361, as applicable. This Agreement, together with the resolutions of the stockholder of Masonite U.S. Corporation and each other Party's board of directors or members, as applicable, approving this Agreement and authorizing the distribution and transfer of each of the Target's assets, liabilities, and obligations to the Survivor and the complete cancellation of stock or interests in each of the Targets, are intended by the Parties to constitute a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended. The Parties intend that, upon the consummation of the transactions contemplated by this Agreement, the separate corporate or company existence of each of the Targets will cease. Accordingly, in consideration of the mutual agreement and covenants set forth below, the Parties agree as follows:

Terms and Conditions

1. Merger. At the Effective Time, as defined in Section 2, below, each Target shall be merged with and into the Survivor, and the separate corporate or company existence of each Target shall cease (the "Merger"). The corporate existence of the Survivor shall continue unaffected and unimpaired by the Merger and, as the surviving corporation, it shall remain governed by the laws of Delaware. The Survivor shall retain its current name after the Merger.
2. Effective Time. The Effective Time of the Merger shall be 11:59 p.m. on December 31, 2005.
3. Conversion of Shares or Interests. The manner and basis of converting the shares or interests of each of the Parties shall be as follows:

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the Parties, all of shares of the issued and outstanding stock of Masonite U.S. Corporation shall be exchanged for the 110 shares of stock of Masonite Corporation, and each share of stock or membership interest of the other Targets that are outstanding immediately before the Effective Time shall be cancelled and extinguished and cease to exist.

4. Continuation of Rights and Obligations. At and after the Effective Time of the Merger, the Survivor shall possess all rights, privileges, powers, and franchises of each of the Targets. All property, real, personal, and mixed, all debts due on whatever account, all other things and actions, and every other interest of or belonging to each Target shall be vested in the Survivor without further action. At and after the Effective Time of the Merger, the Survivor shall assume and be liable for all the liabilities and obligations of each Target as if those liabilities and obligations had been incurred by the Target.

5. Survival of Claims. Any claim existing, or action or proceeding pending, by or against any Target may be prosecuted as if the Merger had not taken place, or the Survivor may be substituted in the place of any Target in such action or proceeding. The Survivor agrees that it may be served with process in the States of Delaware, Louisiana and Florida in any proceeding for enforcement of any obligation of the Targets, as well as for enforcement of any obligation of the Survivor arising from the Merger,

6. Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of the Survivor, as in effect at the Effective Time of the Merger, shall continue in full force and effect.

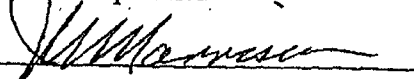
7. Directors and Officers. The directors and officers of Masonite U.S. Corporation in office immediately before and at the Effective Time, shall become the directors and officers of the Survivor, retaining their respective offices and positions.

8. Conditions. The obligations of the parties to consummate the Merger are subject to the satisfaction of the following conditions: (i) no action, suit, or proceeding shall be pending before any court or quasi-judicial or administrative agency of any federal, state, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (a) prevent consummation of the Merger, (b) cause the Merger to be rescinded following consummation, or (c) adversely affect the business, assets, properties, operations (financial or otherwise), or prospects of the Survivor as a result of the Merger (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect); and (ii) the parties shall have received all consents of third parties that have agreements with any of the Targets and whose consent is required for the assumption of such agreements by the Survivor if the failure to obtain such consent would have a material adverse effect on the business or operations of any of the Targets or the Survivor.

9. Termination. This Agreement may be terminated at any time before the Effective Time by any of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger as of the date first written above.

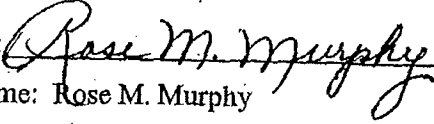
MASONITE CORPORATION,
a Delaware corporation

By: 

Name: James U. Morrison

Its: President

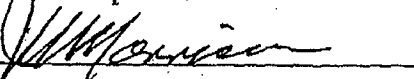
MASONITE DOOR CORPORATION,
a Florida corporation

By: 

Name: Rose M. Murphy

Its: Vice President and Assistant Secretary

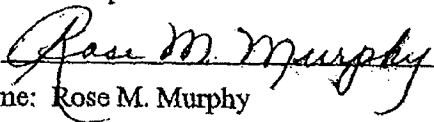
MASONITE U.S. CORPORATION,
a Delaware corporation

By: 

Name: James U. Morrison

Its: Executive Vice President

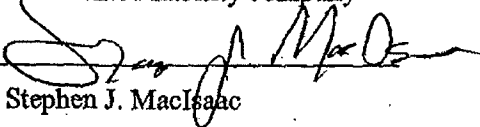
MASONITE ENTRY DOOR CORPORATION,
a Florida corporation

By: 

Name: Rose M. Murphy

Its: Vice President and Assistant Secretary

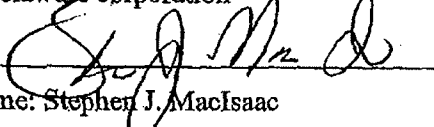
LOUISIANA MILLWORK, L.L.C.,
a Louisiana limited liability company

By: 

Name: Stephen J. MacIsaac

Its: President

FBL CORPORATION,
a Delaware corporation

By: 

Name: Stephen J. MacIsaac

Its: President

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**ARTICLES OF MERGER
BETWEEN
MASONITE DOOR CORPORATION,
MASONITE U.S. CORPORATION,
MASONITE ENTRY DOOR CORPORATION,
FBL CORPORATION,
AND
MASONITE CORPORATION**

EXHIBIT B

Pursuant to Section 607.1105 of the Florida Business Corporation Act, MASONITE CORPORATION, a Delaware corporation (the "Surviving Corporation"), and Masonite Door Corporation, a Florida corporation, Masonite U.S. Corporation, a Delaware corporation, Masonite Entry Door Corporation, a Florida corporation, and FBL Corporation, a Delaware corporation (all such entities, other than the Surviving Corporation, collectively the "Merging Entities"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Entities into the Surviving Corporation (the "Merger"), which will be the surviving corporation in the Merger.

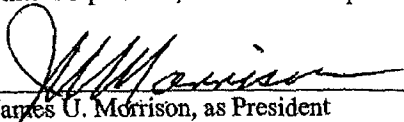
ARTICLE I. The Plan of Merger, effecting the merger of the Merging Entities with and into the Surviving Corporation is attached as Exhibit "A" (the "Plan").

ARTICLE II. The effective time and date of the Merger shall be 11:59 p.m. on December 31, 2005.

ARTICLE III. The Plan was approved by the Board of Directors and sole Shareholder or Stockholder of the Surviving Corporation and of each of the Merging Entities incorporated in Florida in accordance with Sections 607.1101 and 607.1104 of the Florida Business Corporation Act on December 16, 2005. The Plan was approved by each of the Merging Entities that are not incorporated in Florida pursuant to the applicable laws of their respective states of incorporation on December 16, 2005.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 31st day of December 2005.

Masonite Corporation, a Delaware corporation


By: James U. Morrison, as President

PLAN OF MERGER of
MASONITE DOOR CORPORATION, a Florida corporation,
MASONITE U.S. CORPORATION, a Delaware corporation,
MASONITE ENTRY DOOR CORPORATION, a Florida corporation, and
FBL CORPORATION, a Delaware corporation,
with and into
MASONITE CORPORATION, a Delaware corporation

This PLAN OF MERGER (this "*Plan*") is effective as of December 31, 2005 among Masonite Corporation, a Delaware corporation (the "Survivor"), Masonite Door Corporation a Florida corporation, Masonite U.S. Corporation, a Delaware corporation, Masonite Entry Door Corporation a Florida corporation, and FBL Corporation, a Delaware corporation (all such entities, other than the Survivor, individually a "Merging Corporation" and collectively, the "Merging Corporations"). The Survivor and the Merging Corporations are referred to collectively herein as the "Parties".

The Parties adopt the following Plan of Merger, effective as of December 31, 2005, pursuant to Section 607.1101 of the Florida Business Corporation Act.

1. The name of each of the corporations planning to merge is:
 - i) The Surviving Corporation is Masonite Corporation, a Delaware corporation, Fla Doc #831096;
 - ii) The Merging Corporations are
Masonite Door Corporation, a Florida corporation, Fla Doc # P00000090280
Masonite U.S. Corporation, a Delaware corporation, Fla Doc # F05000005470
Masonite Entry Door Corporation, a Florida corporation, Fla Doc # P98000030440 and
FBL Corporation, a Delaware corporation.
2. The effective time and date of the merger shall be 11:59 p.m. December 31, 2005 (the "Effective Time").
3. The general terms and conditions of the merger are as follows: at the Effective Time, the separate existence of each Merging Corporation shall cease and the Surviving Corporation shall ultimately succeed to all rights, privileges, immunities, powers, franchises, authority, and real and personal property of the Merging Corporations. The Surviving Corporation shall thereafter be responsible and liable for all obligations of the Merging Corporation, and neither the rights of the creditors nor any liens on the property of the Merging Corporation shall be impaired by the merger.
4. The manner and basis of converting the shares of the Parties shall be as follows: At the Effective Time, by virtue of the merger and without any action on the part of the Parties, all of the shares of the issued and outstanding stock of Masonite U.S. Corporation shall be exchanged for the 110 shares of stock of Masonite Corporation and each share of stock of the other Merging Corporations that is outstanding immediately before the Effective Time shall be cancelled and extinguished and cease to exist.
5. The Certificate of Incorporation of the Surviving Corporation shall continue to be the certificate of incorporation of the Surviving Corporation, and shall continue in full force and effect until amended and changed under the laws of Florida.
6. The Boards of Directors of the Surviving Corporation and the Merging Corporations may amend this Plan of Merger at any time prior to the Effective Time.

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CERTIFICATE OF MERGER OF
LOUISIANA MILLWORK, L.L.C.
AND
MASONITE CORPORATION

It is hereby certified that:

1. The constituent business entities participating in the merger herein certified are:
 - (i) Louisiana Millwork, L.L.C., which is organized in Louisiana;
 - (ii) Masonite Corporation, which is incorporated in Delaware.
2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent entities in accordance with the provisions of Section 264 of the Delaware General Corporation Law by Masonite Corporation (the survivor) and in accordance with the appropriate provisions of Louisiana Law by Louisiana Millwork, L.L.C.
3. The name of the surviving corporation in the merger herein certified is Masonite Corporation, which will continue its existence as the surviving corporation under its present name upon the effective date of the merger pursuant to the provisions of the laws of Delaware.
4. The Certificate of Incorporation of Masonite Corporation, as now in force and effect, shall continue to be the Certificate of Incorporation of the surviving corporation until amended and changed pursuant to the provisions of the laws of Delaware.
5. The executed Agreement and Plan of Merger between the constituent entities is on file at an office of the surviving corporation, the address of which is as follows:

1 N. Dale Mabry, Suite 950
Tampa, Florida 33609
6. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request, and without cost, to any stockholder, shareholder or any member of any constituent entity.
7. The Agreement and Plan of Merger between the constituent corporations provides that the merger herein certified shall be effective at 11:59 p.m. on December 31, 2005.

Dated: December

31st, 2005

MASONITE CORPORATION

By: 

Name: James U. Morrison

Title: President

CERTIFICATE OF MERGER OF
MASONITE DOOR CORPORATION
MASONITE U.S. CORPORATION
MASONITE ENTRY DOOR CORPORATION
FBL CORPORATION
AND
MASONITE CORPORATION

It is hereby certified that:


1. The constituent business entities participating in the merger herein certified are:
 - (i) Masonite Door Corporation, which is incorporated in Florida;
 - (ii) Masonite U.S. Corporation, which is incorporated in Delaware;
 - (iii) Masonite Entry Door Corporation, which is incorporated in Florida;
 - (iv) FBL Corporation, which is incorporated in Delaware;
 - (v) Masonite Corporation, which is incorporated in Delaware.
2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent entities in accordance with the provisions of Sections 252 of the Delaware General Corporation Law by each of Masonite U.S. Corporation (the parent), FBL Corporation and Masonite Corporation (the survivor) and in accordance with the appropriate provisions of Florida Law by each of Masonite Door Corporation, and Masonite Entry Door Corporation.
3. The name of the surviving corporation in the merger herein certified is Masonite Corporation, which will continue its existence as the surviving corporation under its present name upon the effective date of the merger pursuant to the provisions of the laws of Delaware.
4. The Certificate of Incorporation of Masonite Corporation, as now in force and effect, shall continue to be the Certificate of Incorporation of the surviving corporation until amended and changed pursuant to the provisions of the laws of Delaware.
5. The executed Agreement and Plan of Merger between the constituent entities is on file at an office of the surviving corporation, the address of which is as follows:

1 N. Dale Mabry, Suite 950
Tampa, Florida 33609
6. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request, and without cost, to any stockholder, shareholder or any member of any constituent entity.

7. The Agreement and Plan of Merger between the constituent corporations provides that the merger herein certified shall be effective at 11:59 p.m. on December 31, 2005.

Dated: December 31, 2005

MASONITE CORPORATION

By: 
Name: James U. Morrison
Title: President

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LOUISIANA CERTIFICATE OF MERGER
OF
LOUISIANA MILLWORK, L.L.C.
MASONITE DOOR CORPORATION
MASONITE U.S. CORPORATION
MASONITE ENTRY DOOR CORPORATION
FBL CORPORATION
AND
MASONITE CORPORATION

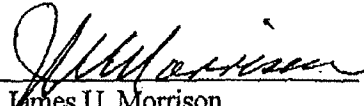
It is hereby certified that:

1. The constituent business entities participating in the merger herein certified are:
 - (i) Louisiana Millwork, L.L.C., which is organized in Louisiana;
 - (ii) Masonite U.S. Corporation, which is incorporated in Delaware;
 - (iii) Masonite Entry Door Corporation, which is incorporated in Florida;
 - (iv) FBL Corporation, which is incorporated in Delaware;
 - (v) Masonite Door Corporation, which is incorporated in Florida; and
 - (vi) Masonite Corporation, which is incorporated in Delaware, and qualified to transact business in Louisiana.
2. The Merger shall be effective at 11:59 p.m. on December 31, 2005.
3. The name of the surviving corporation in the merger herein certified is Masonite Corporation.
4. An Agreement and Plan of Merger has been duly authorized and approved, and acknowledged by each of the constituent entities in accordance with Louisiana R.S. 12.1359.
5. The Certificate of Incorporation of Masonite Corporation, as now in force and effect, shall continue to be the Certificate of Incorporation of the surviving corporation until amended and changed pursuant to the provisions of the laws of Delaware.
6. The executed Agreement and Plan of Merger between the constituent entities is on file at an office of the surviving corporation, the address of which is as follows:

1 N. Dale Mabry, Suite 950
Tampa, Florida 33609
7. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request, and without cost, to any stockholder, shareholder or any member of any constituent entity.
8. The surviving corporation shall be subject to service of process in this state in any proceeding for enforcement of any obligation of any constituent entity party to the merger and for enforcement of any obligation arising from the merger.

Dated: December 31, 2005

MASONITE CORPORATION

By: 
Name: James U. Morrison
Title: President

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