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Division of Corporations

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**MERGER OR SHARE EXCHANGE**

Stile U.S. Acquisition Corp.

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**ARTICLES OF MERGER**

**(Profit Corporations)**

The following Articles of Merger are being submitted in accordance with the Florida Business Corporation Act (the "FBCA"), pursuant to 607.1105, F.S.

FIRST: The name and jurisdiction of the surviving corporation is Stile U.S. Acquisition Corp., a Delaware corporation.

SECOND: The name and jurisdiction of the merging corporation is Masonite Holdings, Inc., a Florida corporation.

THIRD: The Agreement and Plan of Merger, which is attached to these Articles of Merger, meets the requirements of Section 607.1101 and 607.1107 of the FBCA.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the certification of incorporation of any corporation that is a party to the merger.

FIFTH: The merger shall become effective on the date on which the Articles of Merger are filed with the Florida Department of State and a Certificate of Merger is filed with the Secretary of State of the State of Delaware.

SIXTH: The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation on April 5, 2005 and was adopted by the shareholders of the merging corporation on April 6, 2005.

SEVENTH: The Agreement and Plan of Merger was approved by each corporation that is a party to the merger in accordance with Chapter 607.1103 of the FCBA.

[Signature Page follows]

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Surviving Entity:

STILE U.S. ACQUISITION CORP.,  
A DELAWARE CORPORATION

By: \_\_\_\_\_

Name:

Title:

Merging Entity:

MASONITE HOLDINGS, INC.,  
A FLORIDA CORPORATION

By: \_\_\_\_\_

Name:

Title: Robert Tubbesing  
Vice President

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**Surviving Entity:**

**STILE U.S. ACQUISITION CORP.,  
A DELAWARE CORPORATION**

**By:**

  
**Name:** Tagar Olson  
**Title:** Vice President

**Merging Entity:**

**MASONITE HOLDINGS, INC.,  
A FLORIDA CORPORATION**

**By:**

**Name:**  
**Title:**

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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER, dated as of April 7, 2005 (this "Agreement"), by and among Stile U.S. Acquisition Corp., a Delaware corporation ("Stile U.S."), and Masonite Holdings, Inc., a Florida corporation ("Masonite U.S.").

**WITNESSETH:**

WHEREAS, pursuant to that certain Share Transfer Agreement, dated as of the date hereof, Masonite Canada Corporation, a successor of Stile Acquisition Corp. ("Masonite Canada"), transferred (the "Transfer") all of the outstanding shares of common stock, par value \$0.01 per share, of Masonite U.S. (the "Masonite U.S. Shares"), to Stile U.S. as partial repayment in-kind of a loan from Stile U.S. to Masonite Canada and as consideration for the issuance of 161,889,736 shares of common stock, par value \$0.01 per share, of Stile U.S. (the "Stile U.S. Shares");

WHEREAS, following the Transfer, Masonite Canada transferred the Stile U.S. Shares to Stile Consolidated Corp. (the "Stile Consolidated Transfer");

WHEREAS, Stile U.S. desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of Masonite U.S. by means of a merger of Masonite U.S. with and into Stile U.S. (the "Merger" and together with the Transfer and the Stile Consolidated Transfer, the "Plan of Reorganization");

WHEREAS, the Plan of Reorganization is intended to qualify as a reorganization under Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the respective Boards of Directors of Stile U.S. and Masonite U.S. have each determined that the Merger is advisable and in the best interests of their respective stockholders, and such Boards of Directors have approved the Merger, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the respective stockholders of Stile U.S. and Masonite U.S. have each approved this Agreement and the consummation of the Merger; and

WHEREAS, Stile U.S. and Masonite U.S. now desire to effect the Merger.

NOW THEREFORE, the parties hereto hereby agree as follows:

**ARTICLE I****THE MERGER****1.1 The Merger.**

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), Masonite U.S. shall be merged with and into Stile U.S., whereupon the separate corporate existence of Masonite U.S. shall cease and

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Stile U.S. shall be the surviving corporation (the "Surviving Corporation") under the name Masonite U.S. Corporation. The Merger shall have the effects specified in the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act ("FBCA"). Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of Stile U.S. and Masonite U.S. shall vest in the Surviving Corporation, and all debts, liabilities and duties of Stile U.S. and Masonite U.S. shall become the debts, liabilities and duties of the Surviving Corporation.

(b) As soon as practicable following the satisfaction or waiver of all of the conditions set forth in Article III, Stile U.S. shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Delaware and articles of merger with the Department of State of the State of Florida (the "Certificates of Merger") in such form as is required by, and executed in accordance with the relevant provisions of, the DGCL and the FBCA, respectively. The Merger shall become effective at such time as is specified in the Certificates of Merger (the "Effective Time").

1.2 Effect on Capital Stock: Cancellation of Masonite U.S. Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Stile U.S. or Masonite U.S., all of the issued and Masonite U.S. Shares shall from and after the Effective Time no longer be outstanding and shall be canceled without payment of any consideration therefor and shall cease to exist. Stile U.S., as the holder of all of the outstanding Masonite U.S. Shares, shall cease to have any rights with respect to such shares.

## ARTICLE II

### THE SURVIVING CORPORATION

2.1 Certificate of Incorporation and Bylaws. The certificate of incorporation of Stile U.S. as in effect immediately prior to the Effective Time shall be the certificate of incorporation of Surviving Corporation upon and after the Effective Time, unless and until thereafter duly amended in accordance with the terms thereof and the DGCL; provided that such certificate of incorporation shall reflect "Masonite U.S. Corporation" as the name of the Surviving Corporation. The bylaws of Stile U.S. as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation, unless and until thereafter duly amended in accordance with the terms thereof, the Certificate of Incorporation and the DGCL.

2.2 Directors and Officers. The directors of Stile U.S. immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, in each case until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's articles of incorporation and bylaws. The officers of Masonite U.S. immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, in each case until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's articles of incorporation and bylaws.

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**ARTICLE III**  
**CONDITIONS PRECEDENT**

3.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of Stile U.S. and Masonite U.S. to consummate the Merger are subject to the fulfillment of each of the following conditions:

- (a) Masonite Canada shall have completed the Stile Consolidated Transfer;
- (b) The Merger shall have been approved by the sole stockholder of each of Stile U.S. and Masonite U.S.;
- (c) No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect, nor shall any proceeding by any governmental entity seeking any of the foregoing be pending; and
- (d) There shall not be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Merger, which makes the consummation of the Merger illegal.

**ARTICLE IV**  
**TERMINATION**

4.1 Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time

- (a) by mutual written consent of Stile U.S. and Masonite U.S.; or
- (b) by either Stile U.S. or Masonite U.S., if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining Stile U.S. or Masonite U.S. from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

4.2 Effect of Termination. If this Agreement is terminated pursuant to Section 4.1, this Agreement shall become void and of no effect with no liability on the part of either party hereto (or any of its directors, officers or stockholders).

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**ARTICLE V****MISCELLANEOUS****5.1 Amendments; No Waivers.**

(a) Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Stile U.S. and Masonite U.S. at any time prior to the Effective Time with respect to any of the terms contained herein.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**5.2 Entire Agreement.** This Agreement constitutes the entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and supersedes all prior agreements and undertakings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement, except as otherwise expressly provided in this Agreement.

**5.3 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party.

**5.4 Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties to this Agreement (whether by operation of law or otherwise) without the prior written consent of the other parties to this Agreement, and any purported assignment or other transfer without such consent shall be void and unenforceable. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and assigns.

**5.5 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

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

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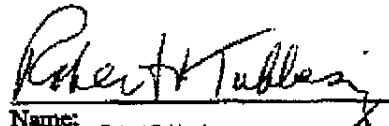
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IN WITNESS WHEREOF, Stile U.S. and Masonite U.S. have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

STILE U.S. ACQUISITION CORP.

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

MASONITE HOLDINGS, INC.

By:   
Name: Robert Tubbesing  
Title: Vice President

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IN WITNESS WHEREOF, Stile U.S. and Masonite U.S. have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

STILE U.S. ACQUISITION CORP.

By: 

Name: 

Title: Tagar Olson  
Vice President

MASONITE HOLDINGS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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