Masonite Savings Plan

For Collectively Bargained Employees

Summary Plan Description

May 2016

Masonite Savings Plan for Collectively Bargained Employees

Table of Contents

EXHIBIT

HOW TO USE THIS SUMMARY PLAN DESCRIPTION

Masonite Corporation and its participating affiliates (together, the "Company") maintain the Masonite Savings Plan for Collectively Bargained Employees (the "Plan") for the benefit of eligible collectively bargained employees.

This summary is intended to serve as a summary plan description for the Plan.

This summary plan description ("SPD") explains the Plan in informal language. It includes the following features to help you better understand the benefits offered under the Plan:

- The ***Table of Contents*** is arranged so it is easier to find answers to your questions.
- The ***Plan Overview*** provides basic information about the Plan.
- An ***Exhibit*** has been attached to this SPD. The ***Exhibit*** describes Plan provisions that are specific to your work location. The Plan covers employees at the following work locations:
  - *Vandalia, OH*: United Brotherhood of Carpenters and Joinders of America, Local No. 864
  - *Laurel, MS*: Woodworkers District Lodge W-2, International Association of Machinists and Aerospace Workers, Local Lodge W433
  - *Marshfield, WI*: United Steel Workers, Local No. 2-0696
  - *Marshfield, WI*: United Brotherhood of Carpenters and Joinders of America, Local No. 1733
  - *Algoma, WI*: United Brotherhood of Carpenters and Joinders of America, Local No. 1521

If you have questions about the Plan, please contact the Masonite Corporation Benefits Department at 1-866-554-4054 or Schwab Participant Services at 1-800-724-7526 or log onto www.workplace.schwab.com.

The official and controlling provisions of the Plan are contained in the Plan document. In case of differences between this SPD and the Plan document, the official Plan document always prevails. Copies of the Plan and trust are on file with the Retirement Plan Committee (the committee appointed by Masonite Corporation to administer the Plan), and may be inspected, upon request, during normal business hours of any regular working day.

PLAN OVERVIEW

The Plan

The Plan is a defined contribution retirement plan. This means that the amount of your retirement benefit is determined by the amount of contributions credited to your account under the Plan and by the investment earnings and losses on those contributions.

Pre-Tax Savings

You decide how much you want to contribute to the Plan on a pre-tax basis. You may choose to save as little as 1% or as much as 75% of your eligible pay on a pre-tax basis, up to the annual limit set by the IRS.

Matching Contributions

If you are eligible, the Company may make matching contributions on amounts you contribute to the Plan. The Exhibit describes any matching contributions that may apply to your work location.

Profit Sharing Contributions

If you are eligible, the Company may make profit sharing contributions to your Plan account, regardless of whether you contribute to the Plan. The Exhibit describes any profit sharing contributions that may apply to your work location.

Investment Choices

You are permitted to direct the investment of your accounts under the Plan. You have your choice of several investment funds. Once you have made your enrollment decisions, you can generally change your contribution rate or investment direction at any time.

Continued Savings

Contributions to the Plan and income on those contributions are normally held in the Plan until you receive a distribution. When you terminate employment with the Company and all of its affiliates, you will be entitled to a distribution of your account and any investment earnings on Plan contributions. Certain in-service withdrawals also are available.

Contact Information

You may access information regarding your account at any time by calling Schwab Participant Services at 1-800-724-7526 or by accessing www.workplace.schwab.com on the internet.

HOW TO PARTICIPATE

Who Is Eligible?

You are eligible to participate in the Plan if you are a "covered employee" and have met the age and service requirements described in the Exhibit that applies to your work location.

Who Is a Covered Employee?

Generally, you are a "covered employee" if you are covered by a collective bargaining agreement, you are actively employed by the Company, and you either work in the United States or are a U. S. citizen or resident working outside the U.S., but earn U.S. source income. You are not a "covered employee" if you are:

- Employed at the Mobile, Alabama or the Toledo, Ohio locations of the Company;
- A nonresident alien who does not receive U.S. source income;

- An individual classified by the Company as an independent contractor or a leased employee (whether or not you are actually a leased employee or an independent contractor);
- An employee covered under another defined contribution plan sponsored by the Company or any of its affiliates;
- An employee accruing a benefit under any retirement plan sponsored by an affiliate of the Company incorporated outside the United States; or
- A summer student or an intern.

What Happens to My Service With a Prior Employer?

If you were employed by a company that was acquired by the Company, your period of employment with that company may be taken into account for purposes of eligibility under the Plan. For more information, please call Schwab Participant Services at 1-800-724-7526.

How Do I Enroll?

To begin making pre-tax contributions to the Plan, you must enroll in the Plan. Once you become eligible for the Plan, you may enroll online at www.workplace.schwab.com or by calling Schwab Participant Services at 1-800-724-7526.

YOUR CONTRIBUTIONS

What Types of Contributions Can I Make to the Plan?

The Plan currently gives you the opportunity to make pre-tax, catch-up, and rollover contributions.

What Are Pre-Tax Contributions?

"Pre-tax contributions" are withheld from your salary before federal and, in most cases, state income taxes are taken out. However, Social Security taxes must still be withheld.

How Much Can I Contribute to the Plan as Pre-Tax Contributions?

You generally can contribute anywhere from 1% to 75% of your eligible pay to the Plan. However, you cannot contribute more than the annual limit set by the IRS. For 2016, this annual limit is $18,000 (and this may be adjusted from time to time). This annual limit includes any contributions you made during the year to another employer's plan.

If you made pre-tax contributions to another employer's plan during the year, you are responsible for determining whether the amount you contributed is over the annual limit. If you are above the limit, you should notify one of the plans in which you participated so the excess can be distributed to you. If you do not, you may pay taxes on the excess contributions twice.

Can I Contribute More if I am 50 or Older?

If you will be age 50 or older during the year, you may elect to make additional pre-tax contributions known as catch-up contributions.

The IRS limits the amount of catch-up contributions you can make each year. For 2016, this limit is $6,000 and it may be adjusted in future years. This is in addition to the $18,000 limit described above.

You can get more information about catch-up contributions by calling Schwab Participant Services at 1-800-724-7526 or by accessing www.workplace.schwab.com on the internet.

When Are Contributions Credited to My Account?

Your pre-tax contributions (including catch-up contributions) will be credited to your account as soon as practicable after they are withheld from your pay.

Could My Contributions Be Limited?

The IRS requires that the Plan's savings features be applied fairly among employees at all pay levels. As a result, contributions (except for catch-up contributions) made by highly paid employees may be limited. The Retirement Plan Committee will notify you if this limit applies to you.

What Is Considered Eligible Pay?

For purposes of determining your contribution amounts, your "eligible pay" for a year is generally:

- All amounts paid to you by the Company and its affiliates for services rendered (including wages, shift premiums, overtime, incentive pay, vacation and holiday pay, pay in lieu of holidays and vacation); plus
- The amount of your pre-tax contributions to any Section 125 cafeteria plan, Section 401(k) plan, or Section 132(f) qualified transportation plan maintained by the Company or its affiliates; minus
- Any part of your income that consists of supplemental military pay, reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, relocation allowances, car allowances, termination allowances, imputed income, deferred compensation and welfare benefits (even if includible in gross income), and severance pay.

For each Plan Year (January 1 through December 31), compensation above a certain IRS limit will not be taken into account. For 2016, this limit is $265,000, and this will be adjusted from time to time for cost of living increases.

If you have any questions about what types of pay are used to calculate Plan contributions, please contact the Benefits Department at 1-866-554-4054.

What Are Rollover Contributions?

Rollover contributions are tax-free transfers to the Plan of your account from another retirement plan (such as a profit sharing, 401(k), pension, 403(b) or 457 plan) or an IRA. If you are a covered employee, you may make a rollover contribution to the Plan at any time, even if you have not met the Plan eligibility requirements yet. You may not roll over Roth contributions to the Plan.

If you are interested in making a rollover contribution, please contact Schwab Participant Services at 1-800-724-7526 or log on to www.workplace.schwab.com.

COMPANY CONTRIBUTIONS

What Contributions Can Be Made to the Plan?

The Plan allows the Company to make matching contributions, profit sharing contributions, and supplemental contributions.

What Are Matching Contributions?

For eligible employees, the Company may match a certain percentage your pre-tax contributions. See the Exhibit for a more detailed description of the matching contributions that may apply to your work location.

What Are Profit Sharing Contributions?

For eligible employees, the Company may make employer contributions to your account, regardless of whether you make pre-tax contributions. See the Exhibit for a more detailed description of any profit sharing contributions that may apply to your work location.

What Are Supplemental Contributions?

If the Plan does not meet certain requirements of the Internal Revenue Code, the Company may (but is not required to) contribute additional amounts to the Plan in order to satisfy these requirements.

Are There Other Limits?

In addition to the limit that you can contribute each year as pre-tax contributions, the Internal Revenue Code sets an overall limit on the annual contributions to your account. You will be contacted if you are affected by this limit.

When are Matching, Profit Sharing, and Supplemental Contributions Credited to My Account?

Matching and profit sharing contributions will generally be credited to your account as soon as practicable after each pay period. Supplemental contributions will generally be credited to the Plan in the following year.

ELECTION SPECIFICS

How Do I Make Contributions Or Change My Contributions?

You may call Schwab Participant Services at 1-800-724-7526 or log onto www.workplace.schwab.com as often as you wish to change your pre-tax elections. A change may include starting, increasing, reducing or stopping contributions. The effective date of your new election will be as soon as practicable after your request has been processed.

TRANSFERS FROM PRIOR PLANS

What If I Had an Account With a Prior Plan?

If you participated in the plan of an employer that was acquired by the Company, your account in that other employer's plan may have been transferred directly to the Plan. The chart below lists the plans that have been transferred or spun off to the Plan ("Prior Plans").

Prior Plans
International Paper Company Retirement Savings Plan
Savings Plan for Designated Groups of Employees of the International Paper Company
Premdor Savings and Investment Plan
Marshfield DoorSystems, Inc. Bargaining Unit 401(k) Plan
Algoma Hardwoods Retirement Plan

How Are Transfers from Prior Plans Allocated?

Contributions transferred from Prior Plans are allocated to your accounts according to their prior character. For example, if you made a contribution under a Prior Plan on a pre-tax basis, it will be allocated to your pre-tax account. Likewise, if matching contributions were made on your behalf under a Prior Plan, they will be allocated to a matching account.

VESTING

What is Vesting?

Vesting means ownership. When you leave the Company, you will have the right to receive your entire vested account in the Plan.

You are always 100% vested in your pre-tax, supplemental and rollover contributions, as adjusted for gains and losses and any fees applied to your account.

Your matching contributions and profit sharing contributions will vest according to the schedule set forth in the Exhibit.

YOUR INVESTMENT OPTIONS

How Is My Money Invested?

The Plan lets you choose how your money is invested. You have the right to choose among various investment funds offered under the Plan. Subject to some limitations, as often as you wish, you may change your election with respect to the investment of your future contributions and/or change the investment of your existing account balance.

The Retirement Plan Committee is designated as the fiduciary responsible for administering your investment elections and for providing you with all required information. The Retirement Plan Committee has designated the Trustee as responsible for ensuring that your investment requests are put into effect and for carrying out related responsibilities. The Trustee is also designated as the fiduciary responsible for maintaining custody of the investment funds. The Retirement Plan Committee and the Trustee may designate one or more additional agents to ensure that your investment requests are put into effect and to carry out related responsibilities.

The Trustee will invest your account balances under the Plan in accordance with your direction, or into a Qualified Default Investment Alternative if you provide no direction. The Plan is intended to satisfy the requirements of Section 404(c) of ERISA, which may relieve the Plan fiduciaries from liability for any losses that result from your direction of investment.

Information Regarding Participant Investment Direction

The Retirement Plan Committee of the Plan is responsible for providing you with certain information relating to the Plan's procedures for investment direction.

When you initially invest in an investment alternative subject to the Securities Act of 1933, you may receive a copy of the most recent prospectus for that investment alternative. However, if you received a copy of the prospectus from the Retirement Plan Committee immediately before you invested in that investment alternative, the Retirement Plan Committee is not required to give you a second copy.

Additional information is available from the Retirement Plan Committee. To receive this information, you must deliver a written request to the Retirement Plan Committee. Available information includes:

- A description of the annual operating expenses of each designated investment alternative (e.g., investment management fees, administrative fees, transaction costs) which reduce the rate of return to participants, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative.

- Copies of any prospectuses, financial statements or other materials relating to the available investment alternatives, to the extent such information is provided to the Plan.

- A list of the assets comprising the portfolio of each designated investment alternative, the value of such asset (or the proportion of the investment alternative which it comprises), and, with respect to each such asset which is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the insurer of the contract, the term of the contract and the rate of return of the contract.

- Information concerning the value of shares or units of designated investment alternatives available to the participant and the past and current investment performance of such investment alternatives, determined net of expenses, on a reasonable and consistent basis.

- Information concerning the value of shares or units of the participant's interest in designated investment alternatives.

IMPORTANT NOTES

EACH INVESTMENT CHOICE IS SUBJECT TO VARYING RISKS AND MERITS. THE PLAN SPONSOR, THE RETIREMENT PLAN COMMITTEE AND THE TRUSTEE MAKE NO RECOMMENDATION AS TO WHICH INVESTMENT CHOICE PARTICIPANTS SHOULD MAKE. BEFORE MAKING ANY INVESTMENT DECISION, EACH PARTICIPANT SHOULD REVIEW ALL AVAILABLE INFORMATION REGARDING A PROSPECTIVE INVESTMENT. EACH PARTICIPANT ALSO SHOULD CONSULT WITH HIS OR HER OWN FINANCIAL ADVISOR REGARDING THE PROPRIETY OF EACH INVESTMENT AND THE PARTICIPANT'S NEEDS WITH RESPECT TO THE DIVERSIFICATION OF INVESTMENTS, IN GENERAL AND WITHIN THE PLAN. YOUR FREEDOM TO SELECT AND CHANGE INVESTMENT CHOICES MAY BE SUBJECT TO CERTAIN ADMINISTRATIVE LIMITATIONS AS DESCRIBED IN THE VARIOUS SUMMARY MATERIALS PROVIDED TO YOU. PLEASE CONTACT THE RETIREMENT PLAN COMMITTEE FOR THE ADMINISTRATIVE RULES CURRENTLY IN EFFECT.

How Do I Change My Investments?

Typically, investment changes can be made as often as you wish by calling Schwab Participant Services at 1-800-724-7526 or by logging onto www.workplace.schwab.com.

How Are Investment Earnings Credited?

Each day the New York Stock Exchange is open, your account will be credited with the investment gains and losses of the investment funds that you select. All investment earnings accumulate in your account on a tax-deferred basis. This means that you pay no federal income taxes and usually no state income taxes on investment gains until the Plan distributes these earnings to you.

What Are Investment Risks and Returns?

Each investment fund represents different kinds of investments and has a different objective. Therefore, each offers a distinct level of risk and reward potential. If you need help choosing an investment mix, you may wish to consult a professional financial advisor.

When Do I Receive An Account Statement?

You will receive a personal statement of your account's current value four times a year, as of the last day of each calendar quarter. The statement will show your account activity, including your contributions, Company contributions, gains or losses on your investments, and any withdrawals.

LOANS

Who Is Eligible for a Loan?

As long as you are an active employee, you will be eligible for one outstanding loan.

How Much Can Be Borrowed?

You can borrow up to 50% of your total account balance. You cannot borrow less than $1,000 or more than $50,000 (minus your highest outstanding loan balance during the last 12 months). In addition, you may have only one outstanding loan at a time.

How Is My Loan Secured?

A portion of your account equal to the amount you borrow will serve as collateral for your loan. As you repay the outstanding principal amount, the amount of the collateral decreases, so that it is always equal to the outstanding principal balance of your loan.

What Are the Basic Loan Terms?

You can take up to 60 months (5 years) to repay a loan (or 240 months (20 Years) if you have a residential purchase loan). If you leave employment, your total outstanding balance (both principal and interest) will become due and payable.

When you repay your loan, you will also repay a fixed rate of interest, which is credited as gains to your account. The interest rate is described in the Plan's loan policy, which is available upon request.

Loan repayments will be made over the term of the loan through automatic payroll deductions. You are responsible for (i) reviewing your paycheck to ensure that your loan deduction is timely withheld, and (ii) notifying the Company if your loan is not being repaid. You are generally responsible for covering any loan repayment that is not properly deducted from your paycheck.

How are My Loan Repayments Invested?

All loan repayments are invested according to the investment options you have selected for future contributions to the Plan.

Can I Prepay My Loan?

At any time, you may prepay the <u>entire</u> outstanding balance of your loan without penalty. Contact Schwab Participant Services at 1-800-724-7526 or log onto www.workplace.schwab.com for loan payoff information.

When Will My Loan Default?

You will default on a loan if you cannot make the regularly scheduled payroll deduction for the loan (unless you go on a period of military leave, in which case your loan repayments are suspended until you return to active employment), or you leave employment for any reason and you do not repay the outstanding balance of your loan by the time deadline established by your termination date.

If you default on your loan, the outstanding loan balance will become a taxable distribution to you. In addition, if you are not yet age 59½, a 10% additional income tax may apply.

How Do I Apply For A Loan?

You can apply for a loan by contacting Schwab Participant Services at 1-800-724-7526 or log onto www.workplace.schwab.com.

How Is the Loan Process Finalized?

Once your application is complete, you will receive the amount of the loan either in a check or a wire transfer and a promissory note or other security agreement. If anything is incorrect, you should notify Schwab Participant Services. Otherwise, by accepting the check or wire transfer, you agree to the terms of the loan.

What Fees Are

A one-time loan application fee will be deducted from your loan proceeds. This fee will be $75.

Charged?

Are There Other Rules?

Loans from the Plan are governed by loan rules maintained by the Retirement Plan Committee, which are available upon request.

MAKING A WITHDRAWAL

What Types of Withdrawals Can I Make?

While you are still employed by the Company and its affiliates, you can make the following types of withdrawals:

- Age 59½ Withdrawal;
- Rollover Withdrawal;
- After-Tax Withdrawal;
- Hardship Withdrawal;
- Qualified Reservist Withdrawal; and
- Military Service Withdrawal.

How Can I Request A Withdrawal?

You may request a withdrawal by calling Schwab Retirement Services at 1-800-724-7526 or by logging onto www.workplace.schwab.com.

What Is An Age 59½ Withdrawal?

If you are age 59½ or older, you can withdraw up to 100% of your vested account at any time.

What is a Rollover Withdrawal?

You may withdraw money from your rollover account at any time.

What is an After-Tax Withdrawal?

If you made after-tax employee contributions before July 1, 2004, you may withdraw money from your after-tax account at any time.

What Is A Hardship Withdrawal?

A hardship withdrawal is a withdrawal intended to help you meet certain immediate and heavy financial needs that cannot be met from other sources. If (i) you have a serious hardship, (ii) you are an active employee and (iii) you have not yet reached age 59½, you may request a hardship withdrawal of your pre-tax account (other than any earnings after December 31, 1988) and certain transferred accounts.

How Do I Qualify for a Hardship Withdrawal?

To qualify for a hardship withdrawal, you must demonstrate that you need a distribution for one of the following reasons and that other available options have been exhausted:

- To pay for certain unreimbursed medical and dental expenses incurred by you, your designated Plan beneficiary or certain members of your family;
- To pay tuition and related educational fees for the next year of post-secondary education for your designated Plan beneficiary or certain members of your family;
- To prevent eviction from or foreclosure on your principal residence;

- To purchase your principal residence (but not to make mortgage payments);
- To pay funeral expenses for your designated Plan beneficiary or certain members of your family; or
- To repair damage to your principle residence if these repairs would qualify for the casualty loss deduction.

How Much Can I Withdraw As a Hardship Withdrawal?

You may withdraw only the amount needed to pay your hardship expenses. However, this amount may include any amounts necessary to pay taxes or penalties that may result from the distribution. Additionally, you will not be permitted to make pre-tax contributions to the Plan for 6 months following your hardship withdrawal.

A hardship withdrawal from your account cannot be rolled over to an IRA or any other retirement plan.

What Is A Qualified Reservist Withdrawal ?

If you are on military leave for at least 180 days, you may request a withdrawal of your pre-tax contributions.

What is a Military Service Withdrawal?

You will be treated as having left employment with the Company if you are on active duty in the uniformed services for more than 30 days, even if the Company does not terminate your employment. You may elect to receive a distribution of your pre-tax contributions, but if you take a distribution using this rule, you may not make pre-tax contributions to the Plan during the 6-month period that begins on the date you receive the distribution.

Can I Withdraw My Account If I Become Disabled While Working?

If you were formerly a participant in the Algoma Plan, you may withdraw money transferred from the Algoma Plan if you become disabled (as defined in the Exhibit).

FINAL DISTRIBUTIONS FROM THE PLAN

When Can I Get A Final Distribution?

You or your beneficiary may receive a final distribution of your account when you terminate employment with the Company and its affiliates or you die.

Once you have left employment, you can request your benefit by calling Schwab Participant Services at 1-800-724-7526 or logging onto www.workplace.schwab.com.

Can I Leave My Money in the Plan?

Smaller Account Balance

If you do not request a distribution after you terminate employment with the Company and your account balance is $5,000 or less, your account balance will not remain in the Plan.

If your account balance is $1,000 or less, it will be distributed to you in a single payment as soon as administratively practicable.

If your account balance is $5,000 or less and greater than

$1,000, and you do not elect to either (i) receive your distribution directly, or (ii) roll over your account to another employer's retirement plan or an IRA, your account will be automatically rolled over to an IRA selected by the Retirement Plan Committee. If your account is automatically rolled over to an IRA, it will be invested in a manner that is designed to preserve principal, provide a reasonable rate of return (even though a specific rate of return cannot be guaranteed) and maintain liquidity.

Larger Account Balance

If your vested account balance is greater than $5,000, the Trustee will continue to hold your account in trust until the time you request a distribution. If you do not request a distribution of your account, the Plan will generally distribute your account to you no later than (i) the April 1 immediately following the year in which you attain age 70½, or (ii) the year in which you retire.

What If I Die While Employed?

In the event of your death while the Company employs you, you will become 100% vested and your account will be paid to your designated beneficiary(ies).

How Will My Final Distribution Be Paid?

Your distribution will be paid in a single lump-sum payment, in cash. You may elect to receive a distribution of all or part of your account balance. Lump-sum payments can be rolled over to another employer's retirement plan or an IRA.

DESIGNATION OF BENEFICIARY

How Do I Designate A Beneficiary?

You may name a beneficiary to receive your account if you die. To name or change your beneficiary, you must complete a beneficiary designation form and return it to Schwab. You may obtain a form from Schwab Participant Services by calling 1-800-724-7526 or by accessing www.workplace.schwab.com on the internet.

What If I Am Unmarried?

If you are not married, you may name anyone you want as your beneficiary and you may change your beneficiary at any time.

What If I Am Married?

If you are married, your spouse is automatically your beneficiary unless you name someone else. For you to name someone else as your beneficiary, your spouse must give his or her written permission. You must also have your spouse's permission to change your beneficiary in the future unless your spouse originally gave his or her written permission for you to change your beneficiary in the future. Your spouse's written permission must be witnessed by a notary public.

What If I Do Not Designate A Beneficiary?

If you do not name a beneficiary, your beneficiary dies before you and you do not name a one or if your beneficiary cannot be located within one year of your death, the value of your account will be paid in the following order:

- To your surviving spouse, if any; or
- If you do not have a surviving spouse, to your estate; or
- If no estate is opened, to your heirs under state law.

TAX CONSIDERATIONS

How Are Contributions Taxed?

The Plan is intended to be qualified under Section 401(a) of the Internal Revenue Code, which provides certain tax benefits. Contributions to the Plan are not subject to federal income tax, and are usually not subject to state income tax at the time they are made to the Plan. However, Social Security taxes must still be withheld on these contributions.

How Are Distributions Taxed?

Earnings on your Plan contributions will be taxed when they are distributed to you.

When you take money out of the Plan, either as a withdrawal or a final distribution, you will generally have to pay federal income taxes on that money. You may also have to pay state income taxes. The tax laws are complicated and could change, and the Company cannot provide individual tax advice. The Company suggests you seek advice from a qualified tax advisor or a financial planner to be sure your personal circumstances are considered carefully.

What Are the Special Rules for After-Tax Accounts?

Generally, a distribution of your after-tax employee contributions are not taxable because these amounts were taxed prior to their contribution to the Plan. However, the earnings on your after-tax contributions are taxable in the year they are distributed.

What Penalties May Apply To Early Distributions?

If you receive an "early distribution" from the Plan, the IRS imposes an additional 10% penalty tax on top of your regular income tax. In general, a distribution is considered an early distribution if you receive a distribution of your account before you attain age 59½.

Notwithstanding the foregoing, a distribution will not be considered early if:

- You are age 55 or older when you terminate employment with the Company;
- Your account is paid because of death or disability;
- The money is paid out under a qualified domestic relations order ("QDRO");
- You roll over the money into another tax-qualified plan or IRA within 60 days after you receive the distribution; or
- You use it to pay unreimbursed, deductible medical expenses.

The 10% additional income tax will not be withheld by the Company. It is your responsibility to pay the appropriate taxes when filing your personal tax returns.

How Are Rollovers Taxed?

What Amounts Are Eligible for Rollover?

Taxation of certain distributions may be deferred to the extent that all or a portion of the distribution is rolled over to an IRA or another retirement plan that accepts such transfers. Generally, any lump sum distribution (other than a hardship distribution) payable to you, your spouse or your former spouse under a QDRO, or your beneficiary is eligible for rollover treatment.

What Are the Types of Rollovers?

You can choose a "direct rollover" of all or any portion of a payment that is eligible for rollover treatment. In a direct rollover, the distribution is paid directly from the Plan to an IRA or another employer's retirement plan that accepts rollovers.

Alternatively, you can choose to have the distribution (or any portion thereof) paid to you. In that case, the amount paid to you will be subject to income tax unless, within 60 days, you roll over the payment to an IRA or another employer's retirement plan that accepts rollovers.

You may roll over your after-tax employee contributions only through a direct rollover. If your after-tax employee contributions are paid to you, you may not roll them over. Earnings on your after-tax employee contributions are subject to the general rollover rules described above.

What Taxes Are Withheld?

Unless you choose a direct rollover, the Plan must generally withhold and send to the IRS 20% of your distribution. However, you can choose for withholding not to be made from a hardship withdrawal.

MISCELLANEOUS

What Expenses May be Charged to My Account?

The Plan permits Plan related expenses to be paid from Plan assets. These expenses may generally be allocated among the accounts of all participants in the Plan either proportionally or based on a dollar amount per participant. However, certain expenses may be payable specifically from your account if such expenses are incurred by or directly attributable to you, such as with loans. Certain administrative expenses may also be charged to your account after you terminate employment with the Company.

When Do I Receive Account Statements?

You will receive a personal statement of your account's current value four times a year, as of the last day of each calendar quarter. The statement will show your account activity, including your contributions, Company contributions, gains and losses on your investments, fees charged to your account, and any withdrawals.

Do I Have to Inform Anyone if My Address Changes?

It is your responsibility to keep the Plan informed of your current address. If you are an active employee, you must notify the Company of your change of address. If you are retired or terminated, you must notify Schwab of your change of address. If the Plan cannot locate you when your benefit becomes payable, you will not receive your benefit until you contact the Plan to update your contact information.

What Happens if the Plan is "Top-Heavy"?

The Internal Revenue Code requires that the Plan follow specific provisions if it becomes "top-heavy." It is unlikely that the Plan will become top-heavy, but if it does, the Company will let you know how your benefits will be affected.

What Rules Apply to

Under federal law, upon returning to active employment from

Leave for Service in the Uniformed Services?

leave to perform service in the uniformed services, you are entitled to certain rights regarding pre-tax contributions, matching contributions, profit sharing contributions, vesting and eligibility service. If you die while performing military service, your survivors will be entitled to any additional benefits, other than benefit accruals, to which you would have been entitled if you had returned to employment and terminated employment on the date of your death. For more information, please call the Benefits Department.

Can I Assign My Account?

Generally, your Plan benefits may not be pledged, assigned or garnished in payment of any debts. Because the Plan is designed to provide security during your retirement, creditors cannot get your Plan benefit. However, as required by federal law, the Plan provides that your benefits may be paid to a divorced spouse, child or other dependents under a QDRO.

A QDRO is any judgment, decree or order (including certain property settlement agreements) that provides for child support, alimony and/or marital property rights to a spouse, former spouse, child or other dependents under state domestic relations law, including community property law. The order must meet specific requirements and have specific procedures regarding the amount and timing of payments in order to be recognized by the Retirement Plan Committee as a QDRO. These requirements and rules are set forth in the Plan's QDRO procedures. You can request a copy of these procedures free of charge by calling Schwab Participant Services.

Additionally, as required by federal law, the Plan provides that your benefits may be garnished to satisfy a judgment or settlement against you for certain crimes against the Plan or certain fiduciary breaches regarding the Plan or to satisfy a lien on your assets for unpaid federal taxes.

ADMINISTRATION

Who Administers and Interprets the Plan?

The Retirement Plan Committee, which is appointed by the Company, administers and interprets the Plan. The Retirement Plan Committee administers the Plan in a nondiscriminatory manner for the benefit of participants and their beneficiaries. The Retirement Plan Committee has the full power, authority and discretion to interpret the Plan's written terms and to determine their application to specific factual circumstances. The decisions of the Retirement Plan Committee are final and binding. This means the Retirement Plan Committee's exercise of discretion in its interpretation of the Plan's written terms and its findings of fact in its role as the Plan administrator will not be overturned unless a court determines that they are arbitrary and capricious.

What Are the Plan's Claims Procedures?

All questions and claims regarding eligibility for participation and benefits in the Plan should be directed in writing to the Retirement Plan Committee. All claims must be submitted within 2 years beginning on (i) the date a lump-sum payment was made or (ii) the date on which the action complained of occurred. A response to your claim will be provided to you within 90 days (or 180 days if you are notified of an extension). If your claim for benefits is denied, the Retirement Plan Committee will provide written notice to you or your beneficiary setting forth the specific reason for the denial.

If your claim for benefits is based on your disability (other than your eligibility for disability benefits under the Company's long-term disability plan or for Social Security disability benefits), the above rules will apply, except that: (i) the Retirement Plan Committee will respond no later than 45 days (75 days if you are notified of an extension; 105 days if you are notified of 2 extensions) after your claim was filed; (ii) if you are notified of an extension, the notice will explain the standards upon which your entitlement to benefits is based, any unresolved issues, and any information necessary to resolve such issues; (iii) if an extension is necessary because the Retirement Plan Committee needs information from you, you will have 45 days from the date you receive the notice of the extension to provide the Retirement Plan Committee with that information (that period will not count in determining the deadline to consider your claim); and (iv) if your claim is denied, you will receive a copy of the specific rule, guideline or criteria, if any, relied upon in denying you claim, or a statement that such rule, guideline or criteria was relied upon and will be provided to you free of charge upon request.

You or your representative may appeal any denial of benefits and may review pertinent Plan documents to help prepare for the appeal. Your appeal must be filed with the Retirement Plan Committee, in writing, within 60 days after you receive written notice of the denial of your claim. The Retirement Plan Committee then will consider your appeal and will notify you of its decision within 60 days (120 days if you are notified of an extension) after the filing of your appeal for review. If the Retirement Plan Committee's decision is unfavorable, the notification you receive will explain the reasons for the denial and the provisions in the Plan or other documents used to arrive at the decision.

If your appeal is based on your disability (other than your eligibility for disability benefits under the Company's long-term disability plan or for Social Security disability benefits), the above rules will apply, except that: (i) you must file your appeal no later than 180 days after you receive written notice that your claim has been denied; (ii) the Retirement Plan Committee will respond no later than 45 days (90 days if you are notified of an extension) after your appeal has been filed; and (iii) if the Retirement Plan Committee's decision is unfavorable, you will receive a copy of the specific rule, guideline or criteria, if any, which was relied upon in denying your claim, or a statement that such rule, guideline or criteria was relied upon and will be provided to you free of charge upon request.

What Happens After I Have Exhausted the Claims Procedures?

If you have a claim for benefits which is denied or ignored, in whole or in part, only after exhausting all of these claims and appeal procedures, you may file suit in state or federal court. You must file a claim within 90 days after the Retirement Plan Committee issues a final denial of your claim – otherwise you will not be permitted to bring a suit. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees - for example, if it finds your claim is frivolous.

May the Company Terminate or Amend the Plan?

The Company intends to continue the Plan indefinitely. However, the Company reserves the right to amend, modify or terminate the Plan at any time. In addition, each company that has adopted the Plan reserves the right to terminate its participation in the Plan, even if the Plan continues to operate for other companies participating in the Plan.

In the event the Plan is terminated, all affected participants will become 100% vested in their Plan accounts.

Does the Plan Affect My Employment?

The Plan is a program established and maintained by the Company for the exclusive benefit of participants and their beneficiaries. However, neither the Plan nor any other plan of the Company is or creates an employment contract between the Company and any participant, and none of those plans affects the right of the Company to conduct its business affairs, including laying off or terminating the employment of any participant.

YOUR RIGHTS UNDER ERISA

What Legal Rights Do I Have Regarding My Benefits?

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

The Plan is a defined contribution plan subject to all provisions of ERISA, which are generally applicable to defined contribution plans, including the provisions of Title I, Title II and Title III. Because the Plan is an "individual account plan" within the meaning of ERISA Section 3(34), it is exempt from the minimum funding standards of Part 3 of Title I of ERISA and Section 1013 of Title II of ERISA. Because the benefits payable to participants depend on contributions made to the Plan and any earnings or losses thereon, rather than on a defined formula, the Plan is exempt from the plan termination insurance provisions of Title IV of ERISA, and the benefits payable under the Plan are not insured by the Pension Benefit Guaranty Corporation. Also, as a defined contribution plan rather than a defined benefit plan, the Plan is not covered by the benefit accrual provisions of ERISA Section 204(b)(1).

What Does ERISA Provide?

As a participant in the Plan, you are entitled to certain rights under ERISA. ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Retirement Plan Committee's office and at other specified locations all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Retirement Plan Committee, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Retirement Plan Committee may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Retirement Plan Committee is required by law to furnish each participant with a copy of this summary annual report.
- Obtain, once a year, a statement of your benefits under the Plan. The Plan may require a written request for this statement, but it must provide the statement free of charge. As explained previously in this SPD, you will be provided with quarterly statements at no charge showing the total amounts credited to your accounts as of the end of each calendar quarter and all Plan activities occurring within your accounts during each calendar quarter.

In addition to creating rights for Plan participants, ERISA also imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way solely in order to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial.

How Do I Enforce My Rights?

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Retirement Plan Committee to provide the materials and pay you up to $110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Retirement Plan

Committee. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

What If I Have Questions About My Rights?

If you have any questions about your Plan, you should contact the Retirement Plan Committee. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Retirement Plan Committee, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-EBSA or going online at www.dol.gov/EBSA.

BASIC PLAN INFORMATION

Plan Sponsor	Masonite Corporation One Tampa City Center 201 N. Franklin Street, Suite 300 Tampa FL, 33602 1-866-554-4054
Participating Companies	Marshfield DoorSystems, Inc. Algoma Hardwoods, Inc. Appalachian Door Company Ameri-Door Inc.
Employer Identification Number	64-0198020
Plan Number	102
Type of Plan	401(k) Plan
Plan Year	The Plan is administered on the basis of a "Plan Year," which is January 1 through December 31.
Type of Administration	The Retirement Plan Committee is responsible for administering the Plan. Members of the Retirement Plan Committee are appointed by the Company. Day to day administrative services are provided by the Plan's recordkeeper, Charles Schwab.
Agent for Legal Process	Legal process regarding any matter related to the Plan may be served on any member of the Retirement Plan Committee or the Trustee at their respective addresses listed below.
Name and Address of Retirement Plan Committee	Masonite International Corporation Retirement Plan Committee One Tampa City Center 201 N. Franklin Street, Suite 300 Tampa, FL 33602 1-866-554-4054
Funding Medium	The funding medium for Plan benefits is the Plan's trust fund. All amounts contributed by employees and by the Company, as well as earnings thereon, are held by the Trustee.
Name and Address of the Trustee	Charles Schwab Trust Company 211 Main Street, 14th Floor San Francisco, CA 94105
Recordkeeper Contact Information	Schwab Retirement Plan Services Participant Services 1-800-724-7526 www.workplace.schwab.com

EXHIBIT
Marshfield, WI
UBCJ, Millmen's Local No. 1733

PARTICIPATION

Who Is Covered By This Exhibit?

You are covered by this Exhibit if you are covered under the agreement entered into between Marshfield DoorSystems, Inc. and Millmen's Local No. 1733 United Brotherhood of Carpenters and Joiners of America (the "Union"). You have the right to examine, without charge, a copy of the agreement between the Company and the Union.

When Does Participation Begin?

If you are a covered employee, you may enroll in the Plan on the first day of the first payroll period on or after your hire date.

COMPANY CONTRIBUTIONS

How Much Will the Company Contribute to the Plan As A Matching Contribution?

Each payroll the Company will match 100% of your pre-tax contributions (including catch-up contributions) to the Plan, up to the first 5% of your eligible pay. In other words, if you contribute 5% of your pay, the Company will make a matching contribution equal to 100% of your contribution. You may contribute more than 5% of your pay, but those contributions will not be matched. The Company may make an additional matching contribution at the end of the year.

Is there an example?

Assume your biweekly pay is $500 and you contribute 10% of your pay to the Plan ($50). The Company will contribute $25 per payroll period to the Plan on your behalf (100% of the first 5% of your compensation). That's an extra $25 per payroll period or $650 per year that goes into your account in addition to your own contributions.

Will The Company Make Profit Sharing Contributions?

The Company will no longer make profit sharing contributions to your Plan account. Profit sharing contributions made prior to January 1, 2013, will remain in the Plan until distributed to you.

VESTING

When Will I Be Fully Vested in My Company Contributions?

Your matching and profit sharing contributions will vest according to the following schedule:

Year of Vesting Service	% Vested
Less than 1 Year	0%
At Least 1 Year	10%
At Least 2 But Less Than 3	20%
At Least 3 But Less Than 4	40%
At Least 4 But Less Than 5	60%
At Least 5 But Less Than 6	80%
At Least 6	100%

You will also become fully vested if you:

- Reach age 62 while still employed by the Company;
- Die while still employed by the Company; or
- Become disabled while still employed by the Company.

What is a Year of Vesting Service?

A "year of vesting service" is any calendar year in which you complete 360 hours of service.

An hour of service is generally each hour for which you are paid, or entitled to be paid due to vacation, illness, or disability, by the Company.

What Are Forfeitures?

When you leave employment with the Company without becoming fully vested, a portion of your benefit may be forfeited. This means that the unvested money will be removed from your account and used to pay administrative expenses of the Plan or fund future employer contributions.

If a portion of your matching or profit sharing contributions was forfeited and you are later rehired by the Company before 5 breaks in service, the forfeited amount will be restored automatically if you did not receive a full distribution of your account before being rehired. If you received a distribution, you will have to repay the amount of the prior distribution to the Plan in order to have the forfeited amount restored to your account. The repayment must be made within 5 years after your rehire date. If you repay the distribution, the forfeitures will be put back into your account and you may earn additional vesting in those amounts.

For this purpose, a break in service is a Plan Year in which you are not paid or entitled to pay for at least 180 hours (working or non-working) by the Company. If you are absent from work because of your pregnancy, the birth of your child, the placement of a child with you for adoption, or to care for your child immediately after the child's birth or adoption, you may be credited with hours while you are absent to prevent a break in service, as long as you provide the Plan with sufficient documentation showing the reason for your absence.

When am I Considered Disabled Under the Plan?

For purposes of the Plan you will be considered disabled if you are eligible for Social Security benefits, or are no longer able to work for the Company due to a mental or physical condition that is likely to result in death or last for at least 6 months. The Retirement Plan Committee will determine whether you are disabled.

When Is My Normal Retirement Date?

Your normal retirement date is age 62.

EXHIBIT
Marshfield, WI
USW, Local No. 2-0696

PARTICIPATION

Who Is Covered By This Exhibit?

You are covered by this Exhibit if you are covered under the agreement entered into between Marshfield DoorSystems, Inc. and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Local No. 2-0696 (the "Union"). You have the right to examine, without charge, a copy of the agreement between the Company and the Union.

When Does Participation Begin?

If you are a covered employee, you may enroll in the Plan on the first day of the first payroll period on or after your hire date.

COMPANY CONTRIBUTIONS

How Much Will the Company Contribute to the Plan As A Matching Contribution?

Each payroll, the Company will match 50% of your pre-tax contributions (including catch-up contributions) to the Plan, on the first 5% of your eligible pay. In other words, if you contribute 5% of your pay, the Company will make a matching contribution equal to 50% of that amount, or 2.5% of your eligible pay. You may contribute more than 5% of your pay to the Plan, but those contributions will not be matched. The Company may make an additional matching contribution at the end of the year.

Is there an example?

Assume your weekly pay is $400 and you contribute 10% of your pay to the Plan ($40). The Company will contribute $10 per payroll period on your behalf (50% of the first 5% of your pay, or $10). That's an extra $10 per payroll period or $520 per year that goes into your account in addition to your own contributions.

Will The Company Make Profit Sharing Contributions?

The Company will make profit sharing contributions equal to 3% of your eligible pay each pay period, whether you contribute to the Plan or not. This profit sharing contribution is discretionary and may change.

VESTING

When Will I Be Fully Vested in My Company Contributions?

Your matching and profit sharing contributions will vest according to the following schedule:

Year of Vesting Service	% Vested
Less Than 1 Year	0%
At Least 1 Year	10%
At Least 2 But Less Than 3	20%
At Least 3 But Less Than 4	40%
At Least 4 But Less Than 5	60%
At Least 5 But Less Than 6	80%
At Least 6	100%

You will also become fully vested if you:

- Reach age 62 while still employed by the Company;
- Die while still employed by the Company; or
- Become disabled while still employed by the Company.

What is a Year of Vesting Service?

A "year of vesting service" is any calendar year in which you complete 360 hours of service.

An hour of service is generally each hour for which you are paid, or entitled to be paid due to vacation, illness, or disability, by the Company.

What Are Forfeitures?

When you leave employment with the Company without becoming fully vested, a portion of your benefit may be forfeited. This means that the unvested money will be removed from your account and used to pay administrative expenses of the Plan or fund future employer contributions.

If a portion of your matching or profit sharing contributions was forfeited and you are later rehired by the Company before 5 breaks in service, the forfeited amount will be restored automatically if you did not receive a full distribution of your account before being rehired. If you received a distribution, you will have to repay the amount of the prior distribution to the Plan in order to have the forfeited amount restored to your account. The repayment must be made within 5 years after your rehire date. If you repay the distribution, the forfeitures will be put back into your account and you may earn additional vesting in those amounts.

For this purpose, a break in service is a Plan Year in which you are not paid or entitled to pay for at least 180 hours (working or non-working) by the Company. If you are absent from work because of your pregnancy, the birth of your child, the placement of a child with you for adoption, or to care for your child immediately after the child's birth or adoption, you may be credited with hours while you are absent to prevent a break in service, as long as you provide the Plan with sufficient documentation showing the reason for your absence.

When am I Considered Disabled Under the Plan?

For purposes of the Plan you will be considered disabled if you are eligible for Social Security benefits, or are no longer able to work for the Company due to a mental or physical condition that is likely to result in death or last for at least 6 months. The Retirement Plan Committee will determine whether you are disabled.

When Is My Normal Retirement Date?

Your normal retirement date is age 62.

EXHIBIT
Laurel, Mississippi

PARTICIPATION

Who Is a Covered By This Exhibit?

You are covered by this Exhibit if you covered by the collective bargaining agreement entered into between the Company and the Woodworkers District Lodge, W-2, International Association of Machinists and Aerospace Workers and its Local Lodge W433 (the "Union"). You have the right to examine, without charge, a copy of this agreement between the Company and the Union.

When Does Participation Begin?

You are eligible to participate in the Plan on the first day of the month after you complete one year of service.

For purposes of eligibility, you will be credited with a year of service after you complete 12 consecutive months of employment with the Company. If you leave the Company and are rehired within 12 months, you will be credited with service for the period between your date of termination and your date of rehire (so that your service will be treated as uninterrupted).

COMPANY CONTRIBUTIONS

How Much Will the Company Contribute to the Plan?

The Company will match 100% of your pre-tax contributions to the Plan, up to the first 5% of your eligible pay. In other words, if you contribute up to 5% of your pay, the Company will make a matching contribution equal to 100% of your contribution. You may contribute more than 5% of your eligible pay to the Plan, but those contributions will not be matched.

Is there an example?

Assume your weekly pay is $500 and you contribute 10% of your pay to the Plan each payroll period ($50). The Company will contribute $25 to the Plan on your behalf (100% of the first 5% of your eligible pay). That's an extra $25 per payroll period $1,300 per year that goes into your account in addition to your own contributions.

EARLY RETIREMENT

What Is the Earliest Age I May Retire?

You may retire at age 55 if you have completed 15 Years of Service.

VESTING

When Will I Be Fully Vested in My Matching Contributions?

You are always fully vested in your matching contributions.

EXHIBIT
Algoma, WI
UBCJ, Local No. 1521

PARTICIPATION

Who Is Covered By This Exhibit?	You are covered by this Exhibit if you are covered under the agreement entered into between Algoma Hardwoods, Inc. and the United Brotherhood of Carpenters and Joiners of America, Local Union No. 1521 (the "Union"). You have the right to examine, without charge, a copy of the agreement between the Company and the Union.
When Does Participation Begin?	If you are a covered employee, you will become a participant in the Plan after you have completed 2½ months of continuous service with the Company.

COMPANY CONTRIBUTIONS

How Much Will the Company Contribute to the Plan As A Matching Contribution?	If you were hired on or after March 10, 2010, the Company will match 100% of your pre-tax contributions, up to the first 5% of your eligible pay. In other words, if you contribute up to 5% of your eligible pay, the Company will make a matching contribution equal to 100% of your contribution. You may contribute more than 5% of your eligible pay to the Plan, but those contributions will not be matched.
Is there an example?	Assume your weekly pay is $500 and you contribute 10% of your pay to the Plan ($50). The Company will contribute $25 per payroll period to the Plan on your behalf (100% of $25, or the first 5% of your compensation). That's an extra $25 per payroll period or $1300 per year that goes into your account in addition to your own contributions.
How Much Will the Company Contribute to the Plan As A Profit Sharing Contribution?	If you were hired prior to March 10, 2010, instead of matching contributions, the Company will make a contribution equal to $.90 of each hour for which you are paid, or entitled to be paid due to vacation, illness, holiday and jury duty. These contributions will be made to your Plan account, regardless of whether you make pre-tax contributions to the Plan.

VESTING

When Will I Be Fully Vested in My Company Contributions?	You will be 0% vested in your matching and profit sharing contributions until you complete 3 years of service. After completing 3 years of service, you will be fully vested in your account. You will also become fully vested in your matching or profit sharing contributions if you:

- Reach age 65 while still employed by the Company;
- Die while still employed by the Company; or
- Become disabled while still employed by the Company.

What is a Year of Service?

A "year of service" is a whole 12-month period of service beginning with your date of hire and ending with your termination date.

If you leave the Company and are rehired within 12 months, you will be credited with vesting service for the period between your date of termination and your date of rehire (so that your service will be treated as uninterrupted).

What Are Forfeitures?

When you leave employment with the Company without becoming fully vested in your account, a portion of your benefit may be forfeited. This means that the unvested money will be removed from your account and used to pay administrative expenses of the Plan or fund future employer contributions.

If a portion of your matching or profit sharing contributions was forfeited and you are later rehired by the Company before 5 breaks in service, the forfeited amount will be restored automatically if you did not receive a full distribution of your account before being rehired. If you received a distribution but return before 5 breaks in service, you will have to repay the amount of the prior distribution to the Plan in order to have the forfeited amount restored to your account. The repayment must be made within 5 years after your rehire date. If you repay the distribution, the forfeitures will be put back into your account and you may earn additional vesting in those amounts.

For this purpose, a break in service is a 12-month period for which you are not paid for any hours (working or non-working) by the Company. Generally, a break in service begins when you terminate employment and ends when you are rehired. If you are absent from work because of your pregnancy, the birth of your child, the placement of a child with you for adoption, or to care for your child immediately after the child's birth or adoption, your break in service will not begin until 12 months after the absence starts, as long as you provide the Plan with sufficient documentation showing the reason for your absence.

When am I Considered Disabled Under the Plan?

For purposes of the Plan, you will be considered disabled when you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death, or which has lasted or can be expected to last for at least 12 months. The Retirement Plan Committee will determine, in its discretion, whether you are considered disabled.

EXHIBIT
Vandalia, Ohio

PARTICIPATION

Who Is a Covered By This Exhibit?

You are covered by this Exhibit if you are a collectively bargained employee at the Company's Vandalia, Ohio location. Your benefits under the Plan are provided pursuant to an agreement entered into between the Company and the United Brotherhood of Carpenters and Joinders of America, as represented by Local 684 and the Carpenters Council (the "Union"). You have the right to examine, without charge, a copy of the agreement between the Company and the Union.

When Does Participation Begin?

If you are a covered employee, you may enroll in the Plan on the first day of the month on or after you complete 90 days of service and attain age 18.

COMPANY CONTRIBUTIONS

How Much Will the Company Contribute to the Plan?

The Company will contribute 100% of your pre-tax contributions, on the first 5% of your eligible pay. In other words, if you contribute 5% of your eligible pay to the Plan, the Company will make a matching contribution equal to 100% of that amount. You may contribute more than 5% of your eligible pay to the Plan, but those contributions will not be matched.

Is there an example?

Assume your weekly pay is $500 and you contribute 10% of your pay to the Plan ($50). The Company will contribute $25 per payroll period to the Plan on your behalf (100% of $25, or the first 5% of your compensation). That's an extra $25 per payroll period or $1,300 per year that goes into your account in addition to your own contributions.

VESTING

When Will I Be Fully Vested in My Matching account?

You will be 0% vested in your matching account until you complete 3 years of service. Once you complete 3 years of service, you will be fully vested in your account.

You will also become fully vested in your matching account if you:

- Reach age 65 while still employed by the Company;
- Die while still employed by the Company;
- Become disabled while still employed by the Company; or
- Are laid off for a period of more than 12 months or your work facility is permanently closed.

What is a Year of Service?

A "year of service" is a whole 12-month period of service beginning with your date of hire and ending with your termination date.

If you leave the Company and are rehired within 12 months, you will be credited with vesting service for the period between your date of termination and your date of rehire (so that your service will be treated as uninterrupted).

What Are Forfeitures?

When you leave employment with the Company without becoming fully vested, a portion of your benefit may be forfeited. This means that the unvested money will be removed from your account and used to pay administrative expenses of the Plan or fund future employer contributions.

If a portion of your matching account was forfeited and you are later rehired by the Company before completing 5 breaks in service, the forfeited amount will be restored automatically if you did not receive a full distribution of your account before being rehired. If you received a distribution but return before 5 breaks in service, you will have to repay the amount of the prior distribution to the Plan in order to have the forfeited amount restored to your account. The repayment must be made within 5 years after your rehire date. If you repay the distribution, the forfeitures will be put back into your account and you may earn additional vesting in those amounts.

For this purpose, a break in service is a 12-month period in which you are not paid for any hours (working or non-working) by the Company. Generally, a break in service begins when you terminate employment and ends when you are rehired. If you are absent from work because of your pregnancy, the birth of your child, the placement of a child with you for adoption, or to care for your child immediately after the child's birth or adoption, your break in service will not begin until 12 months after your absence starts, as long as you provide the Plan with sufficient documentation showing the reason for your absence.

When am I Considered Disabled Under the Plan?

For purposes of the Plan, you will be considered disabled when you are approved for disability benefits under the Company's long-term disability plan. If you are not eligible for the Company's long-term disability plan, you will be considered disabled when you have a bodily injury or disease which leaves you incapable of continuing in gainful employment and which is considered a total and permanent disability under the federal Social Security acts.