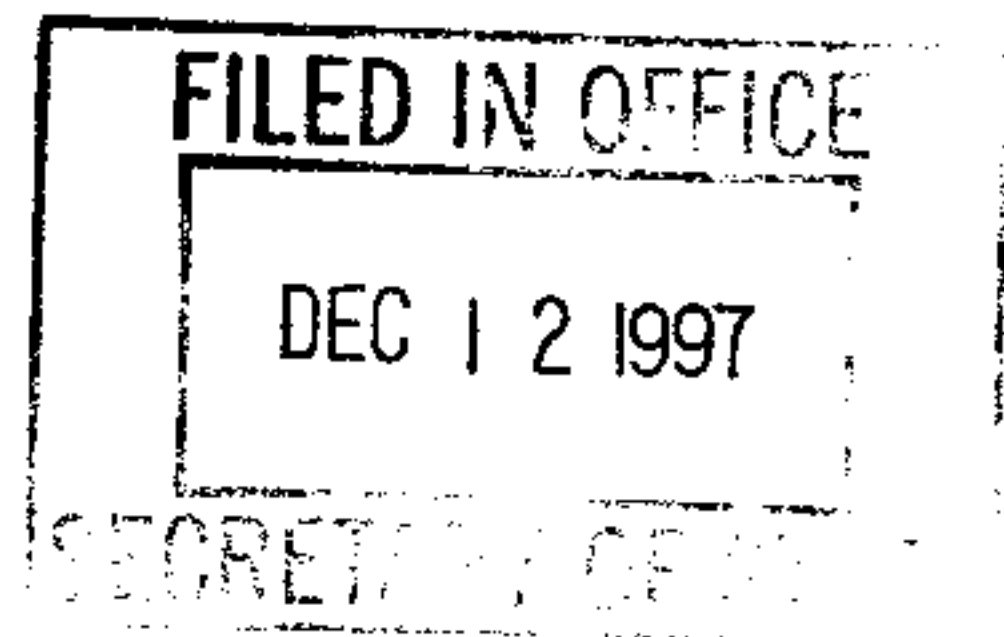


ARTICLES OF MERGER
of
Brown Moulding Company, Inc.
an Alabama Corporation
and
MW Manufacturers Inc.
a Delaware Corporation



Inst # 1997-40955

In accordance with the provisions of Sections 10-2B-11.05 and 10-2B-11.07 of the revised Alabama Business Corporation Act, Brown Moulding Company, Inc., an Alabama corporation, and MW Manufacturers Inc., a Delaware corporation, adopt the following Articles of Merger for purposes of merging MW Manufacturers Inc., a Delaware corporation, into Brown Moulding Company, Inc., an Alabama corporation:

1. The law of the State of Delaware permits such merger.
2. The name of the surviving corporation is Brown Moulding Company, Inc. and it is to be governed by the laws of the State of Alabama.
3. The plan of merger approved by Brown Moulding Company, Inc. is set forth in the Agreement and Plan of Merger which is attached hereto as Schedule I and made a part hereof.
4. Brown Moulding Company, Inc., an Alabama corporation, has issued and there are outstanding 1,000 shares of its Common Stock, \$10.00 par value, each of which was entitled to one vote with respect to the plan of merger. MW Manufacturers Inc., a Delaware corporation, has issued and outstanding 1,000 shares of its Common Stock, zero par value per share, each of which was entitled to one vote with respect to the plan of merger.
5. 1,000 shares of the Common Stock of Brown Moulding Company, Inc., an Alabama corporation, were voted in favor of the said plan of merger and no shares of the Common Stock of said corporation were voted against said plan of merger. 1,000 shares of the Common Stock of MW Manufacturers Inc., a Delaware corporation, were voted in favor of the said plan of merger and no shares of the common stock of said corporation were voted against said plan of merger.
6. In accordance with Section 10-2B-11.05 of the revised Alabama Business Corporation Act, the Articles of Incorporation of Brown Moulding Company, Inc., an Alabama corporation, are filed with the Shelby County Judge of Probate.

Inst # 1997-40955

12/17/1997-40955
09:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
013 MCD 25.00

3257525.02

Ethleen Bazzell
Capell Howard
PO Box 2069
Montgomery, AL 36102

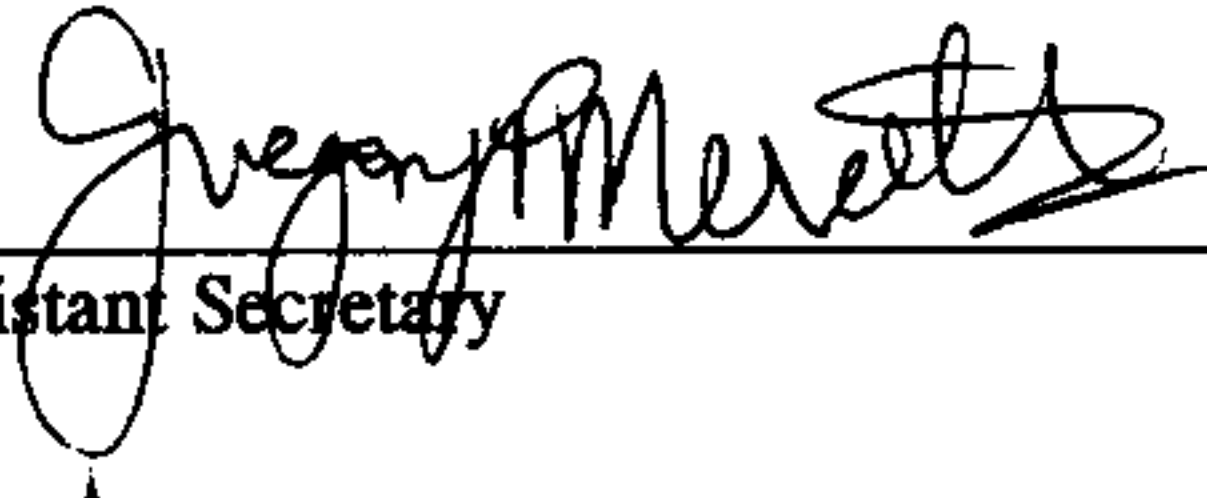
IN WITNESS WHEREOF, Brown Moulding Company, Inc., the surviving corporation to the aforementioned merger, has duly caused these Articles of Merger to be executed by its duly authorized officers as of this 12th day of December, 1997.

BROWN MOULDING COMPANY, INC.
an Alabama Corporation



Name: Mark Genender
Title: Vice President

and



Assistant Secretary

AGREEMENT

and

PLAN OF MERGER

Between

Brown Moulding Company, Inc.
an Alabama corporation

and

MW Manufacturers Inc.
a Delaware corporation

Dated as of December 11, 1997

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated December 11, 1997, is between Brown Moulding Company, Inc., an Alabama corporation (hereinafter called "Brown"), and MW Manufacturers Inc., a Delaware corporation (hereinafter called "MW" and together with Brown, referred to herein as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the boards of directors of Brown and MW, respectively, deem it advisable for the general welfare and advantage of their respective corporations and their respective shareholders and stockholders that MW merge with and into Brown pursuant to this Agreement and Plan of Merger and applicable law (such transaction being herein called the "Merger"); and

WHEREAS, the respective boards of directors of the Constituent Corporations have approved and adopted this Agreement and Plan of Merger; and

WHEREAS, this Agreement and Plan of Merger has been approved by the respective shareholders and stockholders of the Constituent Corporations.

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree with each other that MW shall be merged with and into Brown and that Brown shall be the surviving corporation in accordance with the applicable laws of the States of Alabama and Delaware and that the terms and conditions of the Merger and the mode of carrying it into effect are and shall be as follows:

ARTICLE I.

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the words and terms defined in this Article I shall, for all purposes of this Agreement and Plan of Merger, have the meaning herein specified, unless the context expressly or by necessary implication otherwise requires:

1.1. "Agreement" or "this Agreement" shall mean this Agreement and Plan of Merger as the same may be supplemented or amended from time to time.

1.2. "Effective Time of the Merger" shall have the meaning specified in Section 2.4 of this Agreement.

1.3. "Merger" shall mean the merger of MW with and into Brown in accordance with this Agreement and applicable law.

1.4. "Surviving Corporation" shall mean Brown and its successors and assigns, as provided in Section 2.2 of this Agreement.

ARTICLE II.

CONSTITUENT AND SURVIVING CORPORATIONS; CAPITALIZATION; MERGER; EFFECTIVE TIME

2.1. Constituent Corporations. The names of the corporations which are the Constituent Corporations to the Merger are Brown Moulding Company, Inc., an Alabama corporation, and MW Manufacturers Inc., a Delaware corporation.

2.2. Surviving Corporation. The surviving corporation is and will be Brown Moulding Company, Inc., an Alabama corporation.

2.3. Capitalization of Constituent Corporations.

(a) MW. Immediately prior to the Effective Time of the Merger, MW shall have authorized 1,000 shares of Common Stock, no par value per share (herein called "MW Common Stock"), of which 1,000 shares shall be issued and outstanding and no shares shall be owned by MW and held as treasury stock. The holder of the outstanding shares of MW Common Stock is entitled to vote with respect to the Merger.

(b) Brown. Immediately prior to the Effective Time of the Merger, Brown shall have authorized 4,000 shares of Common Stock, \$10.00 par value per share (herein called "Brown Common Stock"), of which 1,000 shares shall be issued and outstanding and no shares shall be owned by Brown and held as treasury stock. The holder of the shares of outstanding Brown Common Stock is entitled to vote with respect to the Merger.

2.4. Merger. Subject to the terms and conditions of this Agreement, in accordance with the provisions of the Alabama Business Corporation Act and the Delaware Corporation Law, MW shall be merged with and into Brown which shall be the Surviving Corporation.

The Merger shall not become effective until, and shall become effective upon, the happening of all of the following:

(i) The filing of a Certificate of Merger with the Secretary of State of the State of Delaware in accordance with Section 252 of the Delaware Corporation Law, or

the successor provisions thereto, as the case may be (which filing shall be made on or after December 12, 1997); and

(ii) The filing of articles of merger with the Secretary of State of the State of Alabama in accordance with Sections 10-2B-11.05 of the revised Alabama Business Corporation Act, or the successor provisions thereto, as the case may be (which filing shall be made on or after December 12, 1997).

The time when the Merger shall become effective is herein called the "Effective Time of the Merger."

ARTICLE III.

GOVERNING LAW; ARTICLES OF INCORPORATION; BYLAWS

3.1. Governing Law. Brown, as the Surviving Corporation, shall be governed by the laws of the State of Alabama.

3.2. Articles of Incorporation. The articles of incorporation of Brown, as in effect immediately prior to the Effective Time of the Merger, shall continue in force and be the articles of incorporation of the Surviving Corporation after the Effective Time of the Merger until amended as therein or by law provided.

3.3. Bylaws. The bylaws of Brown, as in effect immediately prior to the Effective time of the Merger, shall continue in force and be the bylaws of the Surviving Corporation after the Effective Time of the Merger until amended as therein or by law provided.

ARTICLE IV.

BOARD OF DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

4.1. Board of Directors of Surviving Corporation. From and after the Effective Time of the Merger and until the annual meeting of stockholders of Brown next following the Effective Time of the Merger, and thereafter until their successors shall have been duly elected and qualified, the members of the Board of Directors of the Surviving Corporation shall be the members of the Board of Directors of Brown immediately prior to the Effective Time of the Merger.

4.2. Officers of Surviving Corporation. From and after the Effective Time of the Merger and until their successors shall have been duly elected and qualified or until their earlier death, resignation or removal, the officers of the Surviving Corporation shall be the officers of Brown immediately prior to the Effective Time of the Merger.

ARTICLE V.

MANNER OF CONVERTING SHARES; CAPITALIZATION

5.1. Stock of MW. At the Effective Time of the Merger, each share of MW Common Stock issued immediately prior to the Merger shall be automatically converted into and become, without further action by the holder thereof one share of Brown Common Stock.

5.2. Stock of Brown. At the Effective Time of the Merger, each share of Brown Common Stock outstanding immediately prior thereto shall be canceled.

ARTICLE VI.

EFFECT OF THE MERGER

6.1. Rights, Privileges, Etc. At the Effective Time of the Merger, Brown, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with, all rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature of the Constituent Corporations; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever accounts shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in Brown without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and such debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth, remain with or attach to, as the case may be, Brown and may be enforced against it to the same extent as if all such debts, liabilities, obligations and duties had been incurred or contracted by it.

6.2. Employee Benefit Plans. At the Effective Time of the Merger, Brown will automatically assume all obligations of MW under any and all employee benefit plans in effect as of the Effective Time of the Merger or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time of the Merger.

6.3. Survival of Brown. At the Effective Time of the Merger, the separate corporate existence of MW shall cease, except insofar as it may be continued by statute, and it shall be

merged with and into Brown, the Surviving Corporation, with the effects set forth in the Alabama Business Corporation Act and the General Corporation Law of Delaware.

6.4. Further Action. MW shall, to the extent permitted by law, from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, execute and deliver, or cause to be executed and delivered, all such deeds and instruments and take, or cause to be taken, such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of said corporation acquired or to be acquired by reason or as a result of the Merger or otherwise to carry out the intent and purposes of this Agreement, and the proper officers and directors of MW and of the Surviving Corporation are hereby authorized, in the name of MW or Brown or otherwise, to take any and all such action.

ARTICLE VII.

TERMINATION

This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time of the Merger by resolution of the board of directors of any of the Constituent Corporations, if any circumstances develop which in the opinion of such board of directors make proceeding with the Merger inadvisable. In the event of such termination and abandonment, this Agreement shall become void and have no effect, without any liability on the part of any of the Constituent Corporations or their stockholders or shareholders, directors, or officers with respect thereto.

ARTICLE VIII.

AGREEMENT TO SERVICE OF PROCESS IN DELAWARE

The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of MW and in any proceeding for enforcement of the rights of a dissenting shareholder of MW against the Surviving Corporation, and hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in such proceeding. The Surviving Corporation hereby agrees that it will promptly pay to the dissenting shareholders of MW the amount, if any, to which they may be entitled under the provisions of the Delaware Corporation Law or any successor chapter thereto, as the case may be, with respect to the rights of dissenting shareholders.

ARTICLE IX.

MISCELLANEOUS PROVISIONS

9.1. Amendment and Modification; Waiver; Etc. Subject to applicable law, the parties hereto, by mutual agreement in writing approved by their respective boards of directors, or their respective officers authorized by their respective board of directors, may amend, modify and supplement this Agreement.

9.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except to the extent the corporate laws of the State of Delaware shall apply to MW.

9.3. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

9.4. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.5. Headings. The headings of the Sections and Articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

9.6. Entire Agreement. This Agreement, including the other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective corporate seals to be affixed hereto on the date first above written.

BROWN BUILDING COMPANY, INC.
an Alabama corporation

[CORPORATE SEAL]

By: Mark L. Gervander
Name: Mark L. Gervander
Title: Vice President

ATTEST:

By: Gregory M. Meeks
Assistant Secretary

MW MANUFACTURERS INC.
a Delaware corporation

[CORPORATE SEAL]

By: Mark L. Gervander
Name: Mark L. Gervander
Title: Vice President

ATTEST:

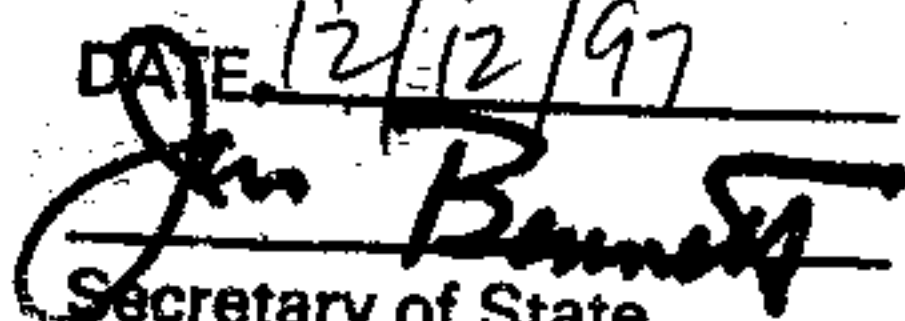
By: Gregory M. Meeks
Assistant Secretary

Inst # 1997-40955

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on 12/12/97

DATE 12/12/97


Secretary of State

Inst # 1997-40955

12/17/1997-40955
09:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
013 MCD 25.00