



Phone: (503) 986-2200  
Fax: (503) 378-4381

12/27/2004 4:14 PM 000001#2537 0001  
Articles of Merger \$50.00

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

Check the appropriate box below:

- MULTI ENTITY MERGER  
(Complete only 1, 2, 3, 4, 10, 11)  
 FOR PARENT AND 90% OWNED SUBSIDIARY  
WITHOUT SHAREHOLDER APPROVAL  
(Complete only 5, 6, 7, 8, 9, 10, 11)

**FILED**

**DEC 27 2004**

**OREGON  
SECRETARY OF STATE**

**SURVIVOR  
REGISTRY NUMBER: 065300-18**

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.  
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE

NAME	TYPE	REGISTRY NUMBER
Millwork Specialties, Inc.	FBC	N/A
JELD-WEN, inc.	DBC	065300-18

2) NAME AND TYPE OF THE SURVIVING ENTITY JELD-WEN, inc., an Oregon corporation

Check here if there is a name change in this plan of merger.

3) A COPY OF THE MERGER PLAN IS ATTACHED. See ORS 60.481(2)

4) THE PLAN OF MERGER WAS DULY AUTHORIZED AND APPROVED BY EACH ENTITY THAT IS A PARTY TO THE MERGER.

A copy of the vote required by each entity is attached.

**FOR PARENT AND 90% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL**

5) NAME OF PARENT CORPORATION \_\_\_\_\_

Oregon Registry Number \_\_\_\_\_

6) NAME OF SUBSIDIARY CORPORATION \_\_\_\_\_

Oregon Registry Number \_\_\_\_\_

7) NAME OF SURVIVING CORPORATION \_\_\_\_\_

8) COPY OF PLAN

A copy of the plan of merger setting forth the manner and basis of converting shares of the subsidiary into shares, obligations, or other securities of the parent corporation or any other corporation or into cash or other property is attached.

9) CHECK THE APPROPRIATE BOX

A copy of the plan of merger or summary was mailed to each shareholder of record of the subsidiary corporation on or before \_\_\_\_\_ Date

The mailing of a copy of the plan or summary was waived by all outstanding shares.

10) EXECUTION  
Signature

*Samuel D. Porter*

Printed Name

Samuel D. Porter

Title

Secretary 12/27/04

11) CONTACT NAME (To resolve questions with this filing.)

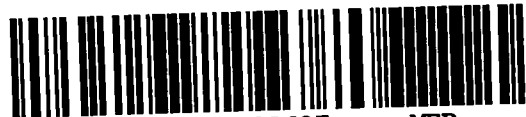
Colleen Marcin

DAYTIME PHONE NUMBER (Include area code.)

(206) 447-4684

FEES

JELD-WEN, INC.



6530018-7533627

MER

**ATTACHMENT TO  
OREGON ARTICLES OF MERGER**

Survivor Registry Number: 065300-18

- 4) **THE PLAN OF MERGER WAS DULY AUTHORIZED AND APPROVED BY EACH ENTITY THAT IS A PARTY TO THE MERGER.**

The vote required by the shareholders of Millwork Specialties, Inc., a Georgia corporation, with respect to the Plan of Merger was a majority of the shares of capital stock issued and outstanding.

Approval of the Plan of Merger by the shareholders of JELD-WEN, inc., an Oregon corporation, was not required.

**PLAN OF MERGER  
MERCING  
MILLWORK SPECIALTIES, INC.  
WITH AND INTO  
JELD-WEN, INC.**

THIS PLAN OF MERGER (this "*Agreement*"), is entered into as of the 17th day of December, 2004, by and between Millwork Specialties, Inc., a Georgia corporation ("*MSI*"), and JELD-WEN, inc., an Oregon corporation ("*JW*" or the "*Surviving Corporation*").

**RECITALS**

1. MSI has authorized common stock consisting of 100,000 shares, of which 100 shares are outstanding.
2. CMS Holding Company, a Georgia corporation ("*CMS*"), is the sole shareholder of all 100 shares of MSI's aforementioned outstanding common stock. CMS has approved the merger contemplated by this Agreement and the adoption of this Agreement. No approval by the shareholders of JW is required to effect the transactions contemplated hereby.
3. The laws of the states of Georgia and Oregon permit a merger between MSI and JW.
4. The Boards of Directors of each of JW and MSI have determined that it is advisable and in the best interests of each of JW and MSI and their respective shareholders that MSI be merged with and into JW on the terms and conditions set forth herein, and have adopted and approved the terms and conditions of this Agreement.

**NOW, THEREFORE**, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained and intending to be legally bound hereby, do hereby agree as follows:

**SECTION 1. MERGER.**

1.1 At 9:00 a.m. Eastern time on December 29, 2004, or such other time and date as the parties mutually agree (the "*Effective Time*"), MSI shall be merged with and into JW, and JW shall continue in existence and the merger shall in all respects have the effect provided for in the Official Code of Georgia Annotated and the Oregon Revised Statutes (collectively, the "*Acts*").

1.2 Without limiting the foregoing, on and after the Effective Time, the separate existence of MSI shall cease, the title to all real estate and other property owned by MSI and JW shall be vested in the Surviving Corporation without reversion or impairment, and the Surviving Corporation shall have all liabilities of each of MSI and JW.

1.3 Prior to, on and after the Effective Time, each of JW and MSI shall take all such action as shall be necessary or appropriate in order to effectuate the merger, including without limitation filing and recording the Articles of Merger and Certificate of Merger incorporating the terms of this Agreement and providing any legally required public notice in accordance with the Acts. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in the Surviving Corporation title to any property or rights of MSI or to carry out the purposes of this Agreement, the last acting officers of MSI, or the officers of the Surviving Corporation, are authorized to and shall execute, deliver, file and record any and all instruments and documents, and make all such proper assignments and assurances and take all actions, that are necessary or convenient to vest title in such property or rights in the Surviving Corporation, and to otherwise to carry out the purposes of this Agreement.

## SECTION 2. CONVERSION OF SHARES.

2.1 Conversion of Capital Stock. At the Effective Time, the outstanding shares of MSI common stock will be converted into the right to receive an aggregate of (a) \$1,172,000 in cash, plus (b) such consideration, if any, in amount and form agreed upon between JW and the sole shareholder of MSI, which consideration shall be based on an appraisal of certain assets of MSI to be completed following the Effective Time.

2.2 No Assumption of Other Securities. JW will not assume any options, warrants or other rights to acquire shares of MSI common stock, and upon the effectiveness of the merger, any outstanding and unexercised options, warrants or other rights to acquire MSI capital, and any other securities of MSI other than shares of MSI common stock pursuant to subsection 2.1, will be terminated and will not be entitled to receive any payment pursuant to this Agreement.

2.3 Payment Mechanics. Any cash or property that is paid pursuant to this Section 2 will be paid to the registered holders of shares of MSI common stock. After the Effective Time, there will be no further recording of transfers of shares of MSI common stock on the stock transfer books of MSI. Until certificates representing shares of MSI common stock are surrendered to JW, such certificates will be deemed, for all purposes, to evidence only ownership of the right to receive consideration pursuant to subsection 2.1.

SECTION 3. DIRECTORS AND OFFICERS. The persons who are directors and officers of JW immediately prior to the Effective Time shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

## SECTION 4. ARTICLES OF INCORPORATION AND BYLAWS.

4.1 From and after the Effective Time, the Articles of Incorporation of JW, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2 From and after the Effective Time, the bylaws of JW, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Any photographic copy or facsimile of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

5.2 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and cancels and supersedes any and all agreements, contracts and understandings of any nature heretofore existing between the parties or any of their present or former officers, employees or other representatives with respect to said subject matter. There are no representations, warranties, covenants or undertakings between the parties with respect to said subject matter other than those expressly set forth herein.

5.3 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Oregon.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MILLWORK SPECIALTIES, INC.

JELD-WEN, INC.

By: Donald B. Young  
Name: Donald B. Young  
Title: Vice President

By: Samuel D. Porter  
Name: Samuel D. Porter  
Title: Secretary

**CERTIFICATE OF MERGER  
OF  
MILLWORK SPECIALTIES, INC.  
WITH AND INTO  
JELD-WEN, inc.**

Pursuant to the provisions of the Georgia Business Corporation Code, the undersigned foreign corporation adopts the following Certificate of Merger:

FIRST: The names of the corporations participating in the merger and the state under the laws of which they are respectively organized are as follows:

<u>Name of Corporation</u>	<u>State</u>
Millwork Specialties, Inc.	Georgia
JELD-WEN, inc.	Oregon

SECOND: The name of the surviving corporation shall be JELD-WEN, inc. and such corporation shall be governed by the laws of the State of Oregon.

THIRD: The executed plan of merger is on file at the principal place of business of the surviving corporation, which address is: 401 Harbor Isle Blvd., Klamath Falls, Oregon 97601.

FOURTH: A copy of the plan of merger will be furnished by the surviving corporation, on request and without cost, to any shareholder of any corporation that is a party to the merger.

FIFTH: The merger was duly approved by the sole shareholder of Millwork Specialties, Inc. Shareholder approval was not required by the shareholders of JELD-WEN, inc.

SIXTH: The surviving corporation certifies that a Notice of Merger and the requisite publishing fee have been mailed or delivered to an authorized newspaper, as required by law.

The effective date of the merger shall be at 9:00 a.m. E.T., December 29, 2004.

Dated December 17, 2004

JELD-WEN, inc.,  
an Oregon corporation

By: Samuel D. Porter  
Printed Name: Samuel D. Porter  
Title: Secretary

NOTICE OF MERGER

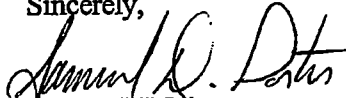
Dear Sirs:

You are requested to publish twice a notice in the following form:

Notice is given that a Certificate of Merger, which will effect a merger by and between Millwork Specialties, Inc., a Georgia corporation, into JELD-WEN, inc., an Oregon corporation, has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The name of the surviving corporation in the merger is JELD-WEN, inc., a corporation incorporated in the State of Oregon. The registered office of such corporation is located at 3250 Lakeport Boulevard, Klamath Falls, Oregon 97601 and its registered agent at such address is Douglas P. Kintzinger.

Enclosed is a check, draft or money order in the amount of \$40.00 in payment of the cost of publishing this notice.

Sincerely,



JELD-WEN, inc.

401 Harbor Isles Blvd.

Klamath Falls, OR 97601