

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 6-K**

**REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of February 2009

Commission File Number 333-139791

**MASONITE INTERNATIONAL INC.**

(Name of registrant)

**1820 Matheson Blvd., Unit B4  
Mississauga, Ontario L4W 0B3 Canada**  
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F

Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes

No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82-

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### **Extension of Forbearance Agreement to Credit Facility**

As previously announced, on September 16, 2008, Masonite International Inc. (the “Company”) entered into a forbearance agreement with the lenders that are party to the Company’s credit facility (the “Bank Forbearance Agreement”). Under the Bank Forbearance Agreement, neither the administrative agent nor the lenders will (i) take action to accelerate the maturity of or terminate the Company’s revolving credit facility or to otherwise enforce payment of the Company’s obligations under the credit agreement, or (ii) exercise any other rights and remedies available to them under the credit agreement or applicable law. The Bank Forbearance Agreement applies to the non-compliance by the Company of certain financial covenants as of June 30 and September 30, 2008. The Bank Forbearance Agreement expired on November 13, 2008.

As previously announced, as a result of its financial performance for the quarters ended June 30, and September 30, 2008 and, based on preliminary financial results for the quarter ended December 31, 2008, the Company was not in compliance as of such dates with certain financial covenants contained in its credit facility, which constituted an event of default under the credit facility. The financial covenants relate to EBITDA metrics and reflect the challenging conditions in the U.S. housing industry.

As previously announced, on November 25, 2008, the Company and its bank lenders entered into an amendment to the Bank Forbearance Agreement to extend the Bank Forbearance Agreement to the earliest of December 19, 2008, any other Event of Default, and any Termination Event as defined in the Bondholder Forbearance Agreement dated November 17, 2008 (as described below). The amendment with the lenders also provided for the December 19, 2008 deadline to be further extended to January 15, 2009 provided certain conditions were met. The Bank Forbearance Agreement was further extended to January 15, 2009.

As previously announced, on January 15, 2009, the Company entered into Amendment No. 2 to the Bank Forbearance Agreement with its bank lenders, to further extend the Bank Forbearance Agreement to January 30, 2009.

On February 2, 2009, the Company announced that it has entered into Amendment No. 3 to the Bank Forbearance Agreement, dated as of January 30, 2009, with its bank lenders to further extend the Bank Forbearance Agreement to February 9, 2009. The Company continues to pursue opportunities to develop an appropriate capital structure to support its long-term strategic plan and business objective.

The description of Amendment No. 3 to the Bank Forbearance Agreement is qualified in its entirety by the form thereof attached as Exhibit 99.1 hereto and which is incorporated by reference herein.

### **Extension of Bondholder Forbearance Agreement**

As previously announced, on November 17, 2008, the Company, Masonite Corporation (the “US Issuer”), Masonite International Corporation (the “Canadian Issuer”), certain subsidiaries of the Company (the “Subsidiaries”), holders (the “Noteholders”) of a majority in principal amount of the Notes that were issued pursuant to those certain indentures, each dated as of October 6, 2006 (collectively, the “Indentures”), and the Bank of New York, as indenture trustee (the “Indenture Trustee”) entered into a forbearance agreement (the “Bondholder Forbearance Agreement”), pursuant to which the Noteholders who signed the Bondholder Forbearance Agreement agreed that until the expiration of the Forbearance Period (as defined in the Bondholder Forbearance Agreement), they (both individually and collectively) will forbear from exercising, and shall direct the Indenture Trustee and any broker or other person that holds the Notes on behalf of such Noteholders not to exercise, any rights and remedies against the Company, the US Issuer, the Canadian Issuer and the Subsidiaries that are available under the Indentures and/or applicable law solely with respect to the failure to make the interest payments due on October 15, 2008 with respect to the Notes (the “Interest Defaults”). The Bondholder Forbearance Agreement has been signed by holders of 94% in principal amount of the Notes issued by the US Issuer (the “US Notes”) and by holders of 58% in principal amount of the Notes issued by the Canadian Issuer (the “Canadian Notes”).

As previously announced, on December 30, 2008, the parties to the Bondholder Forbearance Agreement entered into the First Amended and Restated Forbearance Agreement (the “First Amended Forbearance Agreement”), pursuant to which, (i) the Forbearance Period (as defined in the First Amended Forbearance Agreement) was extended from December 31, 2008 until January 31, 2009, and (ii) the Noteholders agreed that until the expiration of the Forbearance Period, they (both individually and collectively) will forbear from exercising, and

shall direct the Indenture Trustee and any broker or other person that holds the Notes on behalf of such Noteholders not to exercise, any rights and remedies against the Company, the US Issuer, the Canadian Issuer and the Subsidiaries that are available under the Indentures and/or applicable law with respect to the failure by the US Issuer and the Canadian Issuer to comply with certain reporting requirements under the Indentures (the “Financial Reporting Defaults”).

On February 2, 2009, the Company announced that the parties to the Bondholder Forbearance Agreement entered into a Second Amended and Restated Forbearance Agreement, dated as of January 30, 2009 (the “Second Amended Forbearance Agreement”), pursuant to which, (i) the Forbearance Period (as defined in the Second Amended Forbearance Agreement) was further extended until February 13, 2009, and (ii) the Noteholders agreed that until the expiration of the Forbearance Period, they (both individually and collectively) will forbear from exercising, and shall direct the Indenture Trustee and any broker or other person that holds the Notes on behalf of such Noteholders not to exercise, any rights and remedies against the Company, the US Issuer, the Canadian Issuer and the Subsidiaries that are available under the Indentures and/or applicable law with respect to the Interest Defaults and the Financial Reporting Defaults.

Absent the Second Amended Forbearance Agreement, holders of the US Notes would have been able to declare the full amount of the US Notes due and payable during the Forbearance Period (as defined in the Second Amended Forbearance Agreement) upon five business days’ notice.

While holders of 30% in principal amount of the Canadian Notes have the ability to declare the full amount of the Canadian Notes due and payable upon five business days’ notice, pursuant to the Second Amended Forbearance Agreement, holders of approximately 57% in principal amount of the Canadian Notes have agreed not to take such action.

The description of the Second Amended Forbearance Agreement is qualified in its entirety by the form thereof attached as Exhibit 99.2 hereto and which is incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

*(d) Exhibits.*

- 99.1 Form of Amendment No. 3 to the Forbearance Agreement, dated January 30, 2009
- 99.2 Form of Second Amended and Restated Forbearance Agreement, dated January 30, 2009

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**MASONITE INTERNATIONAL INC.**

Date: February 2, 2009

By: /s/ Anthony (Tony) DiLucente  
Name: Anthony (Tony) DiLucente  
Title: Executive Vice-President, Finance

**Exhibit Index**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
99.1	Form of Amendment No. 3 to the Forbearance Agreement, dated January 30, 2009
99.2	Form of Second Amended and Restated Forbearance Agreement, dated January 30, 2009

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**AMENDMENT NO. 3 TO THE  
FORBEARANCE AGREEMENT**

AMENDMENT NO. 3 TO THE FORBEARANCE AGREEMENT, dated as of January 30, 2009 (this "Amendment"), with respect to the Forbearance Agreement dated as of September 15, 2008 (as amended by Amendment No. 1 thereto and Amendment No. 2 thereto, the "Forbearance Agreement"), among Masonite Corporation (the "*U.S. Borrower*"), Masonite International Corporation (the "*Canadian Borrower*" and, together with the U.S. Borrower, the "*Borrowers*"), Masonite International Inc. ("*Holdings*"), the Lenders party thereto and The Bank of Nova Scotia, as Administrative Agent (in such capacity, the "*Administrative Agent*"), relating to the Credit Agreement, dated as of April 6, 2005 (as amended or modified, the "Credit Agreement") among the Borrowers, Holdings, the Lenders referred to therein and the Administrative Agent.

RECITALS

WHEREAS, as a result of the occurrence and continuation of the "Designated Events of Defaults", the Loan Parties and certain other parties entered into the Forbearance Agreement;

WHEREAS, the Lenders party hereto have agreed to amend the Forbearance Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

*Section 1.1. Definitions.* Unless otherwise defined herein, capitalized terms used herein have the meanings assigned in the Forbearance Agreement.

*Section 1.2. Amendments to Forbearance Agreement.*

(a) Article I of the Forbearance Agreement is hereby amended by amending and restating the definition of "Forbearance Termination Date" to read as follows:

"Forbearance Termination Date" means the earlier of: (a) 11:59 p.m. New York City time on February 9, 2009 and (b) the occurrence of a Termination Event pursuant to and as defined in that certain First Amended and Restated Forbearance Agreement (the "*Bondholder Forbearance Agreement*"), dated as of December 31, 2008, by and among Holdings, the Canadian Borrower, the U.S. Borrower, the indirect and direct subsidiaries identified on the signature pages thereof, as guarantors, and the holders of the Senior Subordinated Notes due 2015 (the "*Notes*") that were issued pursuant to (i) that certain Exchange Note Indenture, dated as of

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October 6, 2006 (as amended or modified, the “*U.S. Indenture*”), among the U.S. Borrower, Holdings, the Canadian Borrower, as guarantor and certain subsidiaries of Holdings, as guarantors, and (ii) that certain Exchange Note Indenture, dated as of October 6, 2006 (as amended or modified, the “*Canadian Indenture*,” together with the U.S. Indenture, the “*Indentures*”), among the Canadian Borrower, Holdings, the U.S. Borrower, as guarantor, and certain subsidiaries of Holdings, as guarantors; *provided that* if (X) a Termination Event pursuant to the Bondholder Forbearance Agreement occurs and (Y) the Loan Parties are diligently pursuing a waiver of such Termination Event from or an extension of the forbearance by the holders of the Notes, then the applicable Forbearance Termination Event shall be the date that is three days from the occurrence of the Termination Event pursuant to the Bondholder Forbearance Agreement.

## ARTICLE II CONDITIONS PRECEDENT

*Section 2.1. Conditions Precedent.* This Amendment shall not be effective unless and until each of the following conditions shall have been satisfied in the Administrative Agent’s sole discretion or waived in accordance with the terms hereof:

- (a) The Administrative Agent shall have received:
  - (i) counterparts of this Amendment executed by Holdings, the Borrowers, the Guarantors, the Lenders constituting the Required Lenders, and the Administrative Agent; and
  - (ii) payment in full in cash of its invoiced and unpaid Costs and Expenses to the extent due in accordance with the terms of the Forbearance Agreement; and
- (b) Each of the representations and warranties contained in this Amendment shall be true and correct as of the date hereof; and
- (c) The Bondholder Forbearance Agreement shall continue to be in full force and effect.

## ARTICLE III REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGMENTS

*Section 3.1. Incorporation of Recitals.* Each Loan Party hereby acknowledges and agrees that (i) the matters set forth in the Recitals are true and correct, (ii) the Acknowledged Events of Default have occurred and are continuing, (iii) the Lenders have no obligation to make additional Revolving Credit Loans, and the Letter of Credit Issuers have no obligation to issue any additional Letters of Credit or to renew or extend any outstanding Letters of Credit, under the Credit Agreement, and (iv) absent the continued effectiveness of the Forbearance Agreement

(as amended hereby), the Administrative Agent and the Lenders are entitled to exercise immediately their rights and remedies under the Credit Documents.

*Section 3.2. Validity of the Agreements.* Each Loan Party expressly acknowledges and agrees that the Credit Documents are valid and enforceable by the Administrative Agent and the Lenders against such Loan Party (except, in any case, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by principles of equity) and expressly reaffirms each of its obligations under the Credit Documents.

*Section 3.3. No Conflicts.* Each Loan Party represents and warrants to the Administrative Agent and the Lenders, as of the date hereof, such representation and warranty surviving the execution and implementation of this Amendment and the transactions contemplated herein, that it has the power and authority to execute, deliver and perform its obligations under this Amendment, and that the execution, delivery and performance by each Loan Party of this Amendment have been duly authorized by all necessary corporate, stockholder or other equivalent action, and do not (A) contravene the certificate of incorporation, by-laws or other constitutive documents of each Loan Party; (B) contravene any contractual restriction, any court or administrative decree or order binding on or affecting such Loan Party; or (C) result in, or require the creation or imposition of, any Lien on any of the properties of such Loan Party.

*Section 3.4. Validity.* Each Loan Party represents and warrants to the Administrative Agent and the Lenders, as of the date hereof, such representation and warranty surviving the execution and implementation of this Amendment and the transactions contemplated herein, that this Amendment constitutes the legal, valid and binding obligation of each Loan Party, enforceable in accordance with its terms.

#### ARTICLE IV MISCELLANEOUS

*Section 4.1. Amendments; Interpretation.* No amendment or modification of any provision of this Amendment shall be effective without the written agreement of each Loan Party, the Administrative Agent and the Required Lenders, and no waiver of any provision of this Amendment, or consent to any departure by any Loan Party therefrom, shall in any event be effective without the written concurrence of the Required Lenders. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand upon any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances. No prior drafts of this Amendment, or any negotiations regarding the terms contained in those drafts, shall be admissible in any court to vary or interpret the terms of this Amendment, the parties hereto agreeing that this Amendment constitutes the final expression of the parties' agreement and supersedes all prior written and oral understandings regarding the terms of this Amendment. The parties hereto have had the opportunity to be represented by counsel in their negotiations of the terms of this Amendment, and therefore no provision of this Amendment shall be construed against any party hereto on the theory that such party drafted such provision.

*Section 4.2. No Waiver.* The Administrative Agent's or any Lender's failure, at any time or times, to require strict performance by any Loan Party of any provision or term of this Amendment or of any of the Credit Documents shall not waive, affect or diminish any right of the Administrative Agent or the Lenders thereafter to demand strict compliance and performance therewith. Any suspension or waiver by the Administrative Agent or the Lenders of a Forbearance Default shall not suspend, waive or affect any other Forbearance Default or any Event of Default, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character. Without limiting the generality of the foregoing, nothing herein constitutes a waiver of any Event of Default (whether or not such Event of Default constitutes a Designated Event of Default).

*Section 4.3. Submission to Jurisdiction.* The Administrative Agent, the Lenders and each Loan Party each agree that all disputes among them arising out of, connected with, related to, or incidental to the relationship established between them in this Amendment, and whether arising in contract, tort, equity, or otherwise, shall be resolved only by the courts of the State of New York sitting in the Borough of Manhattan in the City of New York or the United States District Court for the Southern District of New York, and appellate court from any thereof. The Administrative Agent, the Lenders and each Loan Party each waives in all disputes any objection that any of them may have to the location of the court considering the dispute which court shall have been chosen in accordance with the foregoing.

*Section 4.4. WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE LENDERS AND ANY LOAN PARTY OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN THIS AMENDMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

*Section 4.5. Section Titles.* The section and subsection titles contained in this Amendment are included for the sake of convenience only, shall be without substantive meaning or content of any kind whatsoever, and are not a part of the agreement between each Loan Party, the Administrative Agent and the Lenders. Any reference in this Amendment to any "Section" refers, unless the context otherwise indicates, to a section of this Amendment.

*Section 4.6. CHOICE OF LAW.* EACH OF THE LENDERS, THE ADMINISTRATIVE AGENT AND EACH LOAN PARTY HEREBY AGREES THAT ALL DISPUTES AMONG OR BETWEEN THEM, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO, THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN THIS AMENDMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW YORK.

*Section 4.7. Notices.* All notices, requests and demands to or upon the respective parties hereto shall be given in accordance with the Credit Agreement.

*Section 4.8. Counterparts.* This Amendment may be executed in any number of separate counterparts (which may include counterparts delivered by facsimile or electronic mail), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered by their duly authorized officers as of the day and year first written above.

MASONITE CORPORATION

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

MASONITE INTERNATIONAL CORPORATION

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

MASONITE INTERNATIONAL, INC.

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

[Signature Page to Amendment No. 3 to the Forbearance Agreement]

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CUTTING EDGE TOOLING, INC.  
DOOR INSTALLATION SPECIALIST CORPORATION  
EGER PROPERTIES  
FLORIDA MADE DOOR CO.  
MASONITE CORPORATION  
MASONITE HOLDINGS, INC.  
PINTU ACQUISITION COMPANY, INC.  
PREMDOR FINANCE, LLC  
WMW, INC.  
WOODLANDS MILLWORK I, LTD.  
CASTLEGATE ENTRY SYSTEMS, INC.  
CROWN DOOR CORPORATION  
3061275 NOVA SCOTIA COMPANY  
BONLEA LIMITED  
PREMDOR CROSBY LIMITED  
PREMDOR U.K. HOLDINGS LIMITED  
MASONITE EUROPE LIMITED  
MASONITE COMPONENTS  
MASONITE EUROPE  
MASONITE IRELAND  
MASONITE MEXICO, S.A. de C.V.  
MASONITE CHILE HOLDINGS S.A.

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

[Signature Page to Amendment No. 3 to the Forbearance Agreement]

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THE BANK OF NOVA SCOTIA,  
as Administrative Agent and Lender

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

Name:

Title:

[Signature Page to Amendment No. 3 to the Forbearance Agreement]

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\_\_\_\_\_  
[INSERT NAME OF LENDER]

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

Name:

Title:

[Signature Page to Amendment No. 3 to the Forbearance Agreement]

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SECOND AMENDED AND RESTATED FORBEARANCE AGREEMENT

This Second Amended and Restated Forbearance Agreement is made as of January 30, 2009 (the "Second Amended and Restated Agreement"), and amends and restates that certain Agreement (defined below) by and among Masonite International Inc. ("Holdings"), Masonite Corporation (the "U.S. Issuer"), Masonite International Corporation (the "Canadian Issuer," together with the U.S. Issuer, the "Issuers"), the indirect and direct subsidiaries identified on the signature pages hereof, as Guarantors (the "Subsidiaries"), and the holders of certain of the Senior Subordinated Notes due 2015 (the "Notes") that were issued pursuant to (i) that certain Exchange Note Indenture, dated as of October 6, 2006 (as amended or modified, the "U.S. Indenture"), among the U.S. Issuer, Holdings, the Canadian Issuer, as Guarantor and certain Subsidiaries, as Guarantors, and (ii) that certain Exchange Note Indenture, dated as of October 6, 2006 (as amended or modified, the "Canadian Indenture," together with the U.S. Indenture, the "Indentures"), among the Canadian Issuer, Holdings, the U.S. Issuer, as Guarantor, and certain Subsidiaries, as Guarantors. The holders of Notes that are signatories hereto each a "Noteholder," and collectively, the "Noteholders," and together with Holdings, the U.S. Issuer, the Canadian Issuer and the Subsidiaries, the "Parties". Capitalized terms used herein have the meanings assigned in the applicable Indenture unless otherwise defined herein.

**RECITALS**

WHEREAS, as of the date hereof, the Issuers have each failed and continue to fail to make the interest payment due on October 15, 2008 under each of the Indentures, which is a Default and since such Default was not cured within thirty days

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thereafter became an Event of Default under the applicable Indenture (collectively, the “Interest Defaults”);

WHEREAS, as of the date hereof, the Issuers have also each failed and continue to fail to comply with the reporting requirements of Sections 1009(a) (1) and (2) under the applicable Indenture which are Defaults, and since such Defaults were not cured within thirty days after receiving notice of such Defaults became Event of Defaults under the applicable Indenture (collectively, the “Financial Reporting Defaults”);

WHEREAS, Holdings, the Issuers, the Subsidiaries and the Noteholders entered into an initial forbearance agreement dated as of November 17, 2008, as amended and restated by the First Amended and Restated Forbearance Agreements made as of December 30, 2008 (the “Agreement”);

WHEREAS, at the Company’s request, the Noteholders have agreed to amend the Agreement and agreed to continue to forbear, and to instruct The Bank of New York, as the indenture trustee (“Indenture Trustee”) under each of the Indentures, not to exercise, those rights and remedies available under the applicable Indenture and/or applicable law that have arisen or may hereafter arise, due to the occurrence and continuance of the Interest Defaults and the Financial Reporting Defaults on the terms and conditions set forth herein;

WHEREAS, the Noteholders collectively hold not less than \$578,469,000 in aggregate principal amount of the Notes, representing more than 75% of the aggregate principal amount of the Notes that are outstanding;

WHEREAS, each of the Noteholders is represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP (collectively, together with Noteholders, the “Noteholder Group”);

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements set forth in this Second Amended and Restated Agreement, the Parties, each intending to be legally bound, agree as follows:

1. Forbearance.

(a) Effective as of the Forbearance Effective Date, the Noteholders agree that, until the expiration of the Forbearance Period (as defined below), they (both individually and collectively) will forbear from exercising, and shall direct the applicable Indenture Trustee and any broker or other Person that holds the Notes on behalf of such Noteholders, and by signature hereto so direct the applicable Indenture Trustee pursuant to Sections 502, 507 and 512 of the applicable Indenture and such brokers or other Persons, not to exercise, any rights and remedies against Holdings, the U.S. Issuer, the Canadian Issuer, or the Subsidiaries that are available under the applicable Indenture and/or applicable law solely with respect to the Interest Defaults and the Financial Reporting Defaults; provided, however, the Noteholders shall be entitled to assert a right to the accrual of default interest to the extent provided under the applicable Indenture during the Forbearance Period but may not seek any remedy or take any action with respect thereto during the Forbearance Period; provided, however, that nothing herein shall restrict, impair or otherwise affect the exercise of the Noteholders’ rights under this Second Amended and Restated Agreement, and provided further that no such forbearance shall constitute a waiver with respect to any Defaults (other than the

Interest Defaults and Financial Reporting Defaults) or any other Events of Default under the applicable Indenture.

(b) As used herein, the term “Forbearance Period” shall mean the period beginning on the Forbearance Effective Date and ending upon the occurrence of a Termination Event. As used herein, “Termination Event” shall mean the earlier to occur of (i) February 13, 2009; and (ii) two (2) Business Days after the delivery by Paul, Weiss, as counsel to the Noteholder Group, to the applicable Issuer and the applicable Indenture Trustee a written notice terminating the Forbearance Period (the “Termination Notice”), which notice may be delivered at any time but only upon or after the occurrence of any Forbearance Default; provided, however, that notwithstanding the foregoing, this Second Amended and Restated Agreement shall immediately terminate upon the occurrence of a Forbearance Default under subsections (A) and (F) below, without the need for delivery of the Termination Notice or any other notice. As used herein, the term “Forbearance Default” shall mean: (A) the valid acceleration of all indebtedness arising under (i) the U.S. Indenture, (ii) the Canadian Indenture or (iii) that certain credit agreement dated as of April 6, 2005 (as amended or modified, the “Credit Agreement”), among the Issuers, as borrowers, Holdings, as guarantor, certain lenders and The Bank of Nova Scotia, as Administrative Agent; (B) the failure of the Issuers and Holdings to engage in good faith negotiations with the Noteholder Group regarding a potential restructuring transaction which determination shall be made by the holders of a majority in principal amount of the Notes issued under the Indentures in good faith and their reasonable discretion; (C) the occurrence of any Default or Event of Default other than the Interest Defaults and Financial Reporting

Defaults; (D) the failure of the U.S. Issuer, the Canadian Issuer, Holdings or the Subsidiaries to comply with any material term, condition, covenant or agreement set forth in this Second Amended and Restated Agreement; (E) the failure of any representation or warranty made by the U.S. Issuer, the Canadian Issuer, Holdings or the Subsidiaries under this Second Amended and Restated Agreement to be true and correct in all material respects as of the date when made; (F) the commencement by or against the U.S. Issuer, the Canadian Issuer, Holdings, or any Subsidiary of a case under title 11 of the United States Code, the Companies' Creditors Arrangement Act or any other act that seeks relief under any comparable liquidation, reorganization or insolvency regime or proceeding that is not, in the case of proceedings commenced against the U.S. Issuer, the Canadian Issuer, Holdings or the Subsidiaries, dismissed within five (5) Business Days of commencement; or (G) the U.S. Issuer, the Canadian Issuer, Holdings, or the Subsidiaries pays any management, sponsor or consulting fees to the stockholders of Masonite Holding Corp. or their affiliates.

(c) Upon the occurrence of a Termination Event, the agreement of the Noteholders hereunder to forbear, and to direct the applicable Indenture Trustee and any broker or other Person that holds the Notes on behalf of such Noteholders, to forbear, from exercising rights and remedies in respect of the Interest Defaults and Financial Reporting Defaults, shall immediately terminate without the requirement of any demand, presentment, protest, or notice of any kind (other than, where required, a Termination Notice), all of which the Issuers, Holdings, and the Subsidiaries hereby waive. The Issuers, Holdings, and the Subsidiaries agree that, upon the occurrence of, and at any time after, the occurrence of a Termination Event, the

Noteholders or the Indenture Trustees, as applicable, may proceed, subject to the terms of the applicable Indenture and/or applicable law, to exercise any or all rights and remedies under the applicable Indenture and/or applicable law, including, without limitation, the rights and remedies on account of the Interest Defaults and Financial Reporting Defaults and any other Defaults or Events of Default that may then exist. Without limiting the generality of the foregoing, upon the occurrence of a Termination Event, if any Default or Event of Default (including the Interest Defaults and Financial Reporting Defaults) exists at such time, the Noteholders or the Indenture Trustees, as applicable, may, upon such notice or demand as is specified by the applicable Indenture or applicable law, and subject to the terms of the applicable Indenture and/or applicable law, (x) collect and/or commence any legal or other action to collect any or all of the obligations of the Issuers, Holdings and the Subsidiaries under the applicable Indenture, or the Subsidiary Guarantees; and (y) take any other enforcement action or otherwise exercise any or all rights and remedies provided to them under the applicable Indenture, the applicable Subsidiary Guarantees and/or applicable law, all of which rights and remedies are fully reserved.

(d) The Issuers, Holdings, and the Subsidiaries acknowledge that the Noteholders have made no assurances whatsoever concerning any possibility of any extension of the Forbearance Period, any other forbearance or similar arrangement or any other limitations on the exercise of their rights, remedies and privileges under or otherwise in connection with the applicable Indenture and/or applicable law.

(e) The Issuers, Holdings, and the Subsidiaries acknowledge and agree that any forbearance, waiver or consent that the Noteholders may make on or

after the date hereof has been made by the Noteholders in reliance upon, and in consideration for, the covenants, agreements, representations and warranties of the Issuers, Holdings, and the Subsidiaries hereunder.

2. Effectiveness. This Second Amended and Restated Agreement shall become effective on the first date (the “Forbearance Effective Date”) on which the following condition is satisfied and evidence of its satisfaction has been delivered to counsel to the Noteholder Group: execution and delivery of counterparts of this Second Amended and Restated Agreement by the Issuers, Holdings, and the Subsidiaries, and the Noteholders holding more than 70.1% of the aggregate principal amount of the Notes that are outstanding.

This Second Amended and Restated Agreement shall be effective as to the Noteholders, the Issuers, Holdings, and the Subsidiaries in accordance with Section 2 hereof regardless of whether the Indenture Trustees execute this Second Amended and Restated Agreement. This Second Amended and Restated Agreement shall be effective as to each of the Indenture Trustees upon each of the Indenture Trustees becoming a signatory hereto.

3. Representations, Warranties and Covenants.

(a) The Issuers, Holdings, and the Subsidiaries represent, warrant and covenant as follows:

(i) Except for the Interest Defaults and Financial Reporting Defaults, no other Default or Event of Default has occurred and is continuing.

(ii) The execution, delivery and performance by the Issuers, Holdings, and the Subsidiaries of this Second Amended and Restated Agreement:

- (1) are within their corporate or limited partnership powers, as applicable;
- (2) have been duly authorized by all necessary corporate or limited partnership action, as applicable, including the consent of the holders of its equity interests where required;
- (3) do not and will not (A) contravene their certificate of incorporation or by-laws or limited partnership or other constituent documents, (B) violate any (i) applicable material requirement of law or (ii) material order or decree of any governmental authority or arbitrator applicable to them, (C) materially conflict with or result in the breach of, or constitute a default under, or result in or permit the termination or acceleration of, any material contractual obligation of the Company or the Subsidiaries, or (D) result in the creation or imposition of any material lien or encumbrance upon any of the material property of the Company or the Subsidiaries; and
- (4) do not and will not require the consent of, authorization by, or approval of any governmental authority, other than those which prior to the Forbearance Effective Date will have been obtained or made and copies of which prior to the Forbearance Effective Date will have been delivered to counsel to the Noteholder Group and each of which on the Forbearance Effective Date will be in full force and effect or as would not be material.

(b) Each Noteholder represents, severally and not jointly, as follows:

(i) As of the date hereof, each Noteholder either (A) is the sole legal and beneficial owner of the principal amount of Notes set forth opposite its name on the signature pages hereto, or (B) has the investment or voting discretion with respect to such Notes and has the power and authority to bind the beneficial owner(s) of such Notes to the terms of this Second Amended and Restated Agreement.

4. Disclosure. Each Party hereto agrees that it will permit public disclosure, including in a press release, of the contents of this Second Amended and Restated Agreement, but not including information with respect to each of the Noteholder's specific ownership of Notes or the identify of any individual Noteholder.

5. Ratification of Liability. The Issuers, Holdings, and the Subsidiaries hereby ratify and reaffirm all of their payment and performance obligations and obligations to indemnify, contingent or otherwise, under the Indentures.

6. Meetings/Access. The Issuers agree, following reasonable advance notice, to provide the Noteholder Group's advisors reasonable access to their officers, facilities, and books and records and otherwise reasonably cooperate in connection with the Noteholder Group's advisors' due diligence investigation. The Issuers further agree, following reasonable advance notice, to make their officers and advisors available at reasonable times and places to discuss the business plan and the Issuers' business and operations with the Noteholder Group's advisors (who may be accompanied by any Noteholders who have entered into reasonably acceptable confidentiality agreements).

7. Complete Integration; Amendments. This Second Amended and Restated Agreement along with the applicable Indenture constitutes the full and final agreement between the Parties with respect to the subject matter hereof, and it may not be modified or amended except by a written instrument, signed by each of the Parties, expressing such amendment or modification.

8. No Other Amendments; Reservation of Rights, No Waiver. Other than as otherwise expressly provided herein, this Second Amended and Restated Agreement shall not be deemed to operate as an amendment or waiver of, or to prejudice, any right, power, privilege or remedy of the Noteholders or the Indenture Trustees, as applicable, under the applicable Indenture or applicable law, nor shall the entering into this Second Amended and Restated Agreement preclude the Noteholders from refusing

to enter into any further amendments or forbearances with respect to the applicable Indenture. Other than as expressly provided herein, this Second Amended and Restated Agreement shall not constitute a forbearance with respect to (i) any failure by the Issuers, Holdings, or the Subsidiaries to comply with any covenant or other provision in the Indentures or (ii) the occurrence or continuance of any present or future Default or Event of Default.

9. Counterparts/Facsimile Transmission. This Second Amended and Restated Agreement may be signed in counterparts, each of which, when taken together, shall be deemed an original. Execution of this Second Amended and Restated Agreement is effective if a signature is delivered by facsimile transmission or electronic (e.g., "pdf") transmission.

10. Successors and Assigns. This Second Amended and Restated Agreement shall be binding upon and inure to the benefit of the Parties hereto and each of their respective successors, assigns, heirs and personal representatives.

11. Authority. Any person signing this Second Amended and Restated Agreement in a representative capacity (i) represents and warrants that he/she is authorized to sign this Second Amended and Restated Agreement on behalf of the Party he/she represents and that his/her signature upon this Second Amended and Restated Agreement will bind the represented Party to the terms of this Second Amended and Restated Agreement, and (ii) acknowledges that the other Party to this Second Amended and Restated Agreement has relied upon such representation and warranty.

12. Governing Law. This Second Amended and Restated Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law provisions.

13. Remedies. Nothing contained in this Second Amended and Restated Agreement shall be deemed a waiver by any non-breaching Party hereto of any other remedies available at law to redress any other Party's breach of this Second Amended and Restated Agreement. Each of the rights and powers provided pursuant to this Second Amended and Restated Agreement shall be cumulative and in addition to and not in derogation of the rights and powers otherwise available under applicable law to the Parties pursuant to Sections 502, 507 and 512 of the applicable Indenture.

14. Direction to Indenture Trustee. The Noteholders' agreement to forbear as provided herein shall constitute a direction from such Noteholders to the applicable Indenture Trustee to similarly forbear during the Forbearance Period.

15. Acquisition of Additional Notes. This Second Amended and Restated Agreement shall in no way be construed to preclude any Noteholder from acquiring additional Notes to the extent permitted by applicable law. However, the Noteholder shall, automatically and without further action, become subject to this Second Amended and Restated Agreement with respect to any Notes so acquired.

16. Limitation on and Notice of Transfers of Notes. Each of the undersigned Noteholders hereby agrees not to sell, assign, pledge, hypothecate or otherwise transfer, during the Forbearance Period, any Notes (or any rights in respect thereof, including the right to vote) held by such Noteholder as of the execution date of this Second Amended and Restated Agreement except to a party who (i) is already a

signatory Noteholder under this Second Amended and Restated Agreement or (ii) contemporaneously with any such sale, assignment, pledge, hypothecation, or transfer, agrees to be fully bound as a signatory Noteholder hereunder by executing and delivering to the Issuers a joinder to this Second Amended and Restated Agreement. Any Noteholder that takes any action in violation of the preceding sentence shall notify the Issuers within one (1) Business Day thereafter. Each of the undersigned Noteholders hereby agrees to provide Paul, Weiss with written notice, within five (5) Business Days, of any sale, assignment, pledge, hypothecation or other transfer (“Transfer”) during the Forbearance Period, of any Notes (or any rights in respect thereof, including the right to vote) held by such Noteholder as of the execution date of this Second Amended and Restated Agreement unless the transferee of such Transfer is a Noteholder that is already a signatory to this Second Amended and Restated Agreement.

17. Consultation. The Issuers, Holdings and the Subsidiaries shall consult with the advisors to the Noteholder Group prior to agreeing to pay a forbearance or consent fee or increased interest rate to any holder of Indebtedness.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Second Amended and Restated Agreement to be duly executed and delivered as of the date first above written.

MASONITE CORPORATION

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

MASONITE INTERNATIONAL INC.

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

MASONITE INTERNATIONAL CORPORATION

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

SUBSIDIARIES

EGER PROPERTIES

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

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WMW, INC.

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

WOODLANDS MILLWORK I, LTD.

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

MASONITE PRIMEBOARD, INC.

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

MASONITE CORPORATION FOREIGN HOLDINGS LTD.

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

MASONITE HOLDINGS COMPANY LIMITED

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

FLORIDA MADE DOOR CO.

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

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CUTTING EDGE TOOLING, INC.

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

PINTU ACQUISITION COMPANY, INC.

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

DOOR INSTALLATION SPECIALIST CORPORATION

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

PREMDOR FINANCE LLC

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

CROWN DOOR CORPORATION

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

CASTLEGATE ENTRYSYSTEMS, INC.

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

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

MASONITE MEXICO S.A. DE C.V.

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

PREMDOR U.K. HOLDINGS LIMITED.

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

PREMDOR CROSBY LIMITED

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

BONLEA LIMITED

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

MASONITE CHILE HOLDINGS S.A.

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

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MASONITE IRELAND

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

MASONITE EUROPE

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

MASONITE EUROPE LIMITED

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

MASONITE COMPONENTS

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

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THE NOTEHOLDERS

By:

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

Title:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Principal Amount of Senior Subordinated Notes Issued under the  
U.S. Indenture held

(\$) \_\_\_\_\_

Date: \_\_\_\_\_

Principal Amount of Senior Subordinated Notes Issued the  
Canadian Indenture held

(\$) \_\_\_\_\_

Date: \_\_\_\_\_

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