SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 14D-1
TENDER OFFER STATEMENT PURSUANT TO SECTION 14(D)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934
AND
SCHEDULE 13D
UNDER THE SECURITIES EXCHANGE ACT OF 1934

ABT BUILDING PRODUCTS CORPORATION
(Name of Subject Company)

STRIPER ACQUISITION, INC.

LOUISIANA-PACIFIC CORPORATION
(Bidders)

COMMON STOCK, PAR VALUE $0.01 PER SHARE
(Title of Class of Securities)

000782102
(CUSIP Number of Class of Securities)

GARY WILKERSON, ESQ.
VICE PRESIDENT AND GENERAL COUNSEL
LOUISIANA-PACIFIC CORPORATION
111 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204
(503) 221-0800

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications on Behalf of Bidders)

COPIES TO:
ROBERT A. PROFUSEK, ESQ.
MARK E. BETZEN, ESQ.
JONES, DAY, REAVIS & POGUE
599 LEXINGTON AVENUE
NEW YORK, NEW YORK 10022
(212 326-3939

CALCULATION OF FILING FEE

TRANSACTION VALUATION*	AMOUNT OF FILING FEE**
$197,948,775	$39,590

* Estimated for purposes of calculating the filing fee only. Such amount was derived by multiplying $15.00, the amount offered for each share of common stock, par value $0.01 per share (the "Shares"), of ABT Building Products Corporation, by the sum of (i) 10,674,160 representing all of the Shares that were issued and outstanding as of January 14, 1999 and (ii) 2,522,425, representing all of the Shares reserved for issuance upon the exercise of all outstanding options to purchase Shares that were outstanding as of January 14, 1999.

** 1/50th of 1% of the value of the transaction.

/ / Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

AMOUNT PREVIOUSLY PAID:	NOT APPLICABLE	FILING PARTY:	NOT APPLICABLE
FORM OR REGISTRATION NO.:	NOT APPLICABLE	DATE FILED:	NOT APPLICABLE

CUSIP NO. 000782102

1. NAME OF REPORTING PERSONS
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS
Striper Acquisition, Inc.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP:
(a) / /
(b) /X/

3. SEC USE ONLY

4. SOURCES OF FUNDS
AF (See Item 4 below)

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(e) OR 2(f) / /

6. CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
4,952,554

8. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (7) EXCLUDES CERTAIN SHARES / /

9. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (7)
46.4%

10. TYPE OF REPORTING PERSON
CO

CUSIP NO. 000782102

1. NAME OF REPORTING PERSONS
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS
Louisiana-Pacific Corporation
93-0609074

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP:
(a) / /
(b) /X/

3. SEC USE ONLY

4. SOURCES OF FUNDS
WC, BK (See Item 4 below)

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(e) OR 2(f) / /

6. CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
4,952,554

8. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (7) EXCLUDES CERTAIN SHARES / /

9. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (7)
46.4%

10. TYPE OF REPORTING PERSON
CO

This Tender Offer Statement on Schedule 14D-1 is filed by Louisiana-Pacific Corporation, a Delaware corporation ("Parent"), and Striper Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Purchaser"), relating to the offer by Purchaser to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of ABT Building Products Corporation, a Delaware corporation ("Company"), at a purchase price of $15.00 per Share, net to the seller in cash, on the terms and subject to the conditions set forth in the Offer to Purchase, dated January 25, 1999 (the "Offer to Purchase"), and in the related Letter of Transmittal and any amendments or supplements thereto, copies of which are attached hereto as Exhibits (a)(1) and (a)(2), respectively (which collectively constitute the "Offer").

This Tender Offer Statement on Schedule 14D-1 also constitutes a Statement on Schedule 13D with respect to the acquisition by Parent and Purchaser of beneficial ownership of certain Shares pursuant to the Stockholder Agreement described in the Offer to Purchase. The item numbers and responses thereto below are in accordance with the requirements of Schedule 14D-1.

ITEM 1. SECURITY AND SUBJECT COMPANY

(a) The name of the subject company is ABT Building Products Corporation, a Delaware corporation. The address of its principal executive offices is One Neenah Center, Neenah, Wisconsin 54956. The telephone number of Company at such location is (920) 751-8611.

(b) The information set forth on the cover page and under "Introduction" in the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in Section 6 ("Price Range of the Shares; Dividends on the Shares") of the Offer to Purchase is incorporated herein by reference.

ITEM 2. IDENTITY AND BACKGROUND

(a)-(d),(g) This Statement is filed by Purchaser and Parent. The information set forth on the cover page, under "Introduction," in Section 9 ("Certain Information Concerning Purchaser and Parent") and in Schedule I of the Offer to Purchase is incorporated herein by reference.

(e)-(f) None of Purchaser, Parent or, to the knowledge of Purchaser and Parent, any of the persons listed in Schedule I to the Offer to Purchase has during the last five years been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of a competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

ITEM 3. PAST CONTACTS, TRANSACTIONS, OR NEGOTIATIONS WITH THE SUBJECT COMPANY

(a)-(b) The information set forth under "Introduction" and in Sections 8 ("Certain Information Concerning Company"), 9 ("Certain Information Concerning Purchaser and Parent"), 11 ("Background of the Offer") and 12 ("Purpose of the Offer and the Merger; Plans for Company; the Merger Agreement; the Stockholder Agreement; Other Matters") of the Offer to Purchase is incorporated herein by reference.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

(a)-(b) The information set forth in Section 10 ("Source and Amount of Funds") of the Offer to Purchase is incorporated herein by reference.

(c) Not applicable.

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDER

(a)-(e) The information set forth under "Introduction" and in Section 12 ("Purpose of the Offer and the Merger; Plans for Company; the Merger Agreement; the Stockholder Agreement; Other Matters") of the Offer to Purchase is incorporated herein by reference.

(f)-(g) The information set forth in Section 7 ("Effect of the Offer on the Market for the Shares, NASDAQ Quotation and Exchange Act Registration and Margin Securities") of the Offer to Purchase is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY

(a)-(b) The information set forth on the cover page and under "Introduction" and in Sections 9 ("Certain Information Concerning Purchaser and Parent") and 12 ("Purpose of the Offer and the Merger; Plans for Company; the Merger Agreement; the Stockholder Agreement; Other Matters") of the Offer to Purchase is incorporated herein by reference.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES

The information set forth under "Introduction" and in Sections 9 ("Certain Information Concerning Purchaser and Parent") and 12 ("Purpose of the Offer and the Merger; Plans for Company; the Merger Agreement; the Stockholder Agreement; Other Matters") of the Offer to Purchase is incorporated herein by reference.

ITEM 8. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED

The information set forth under "Introduction" and in Section 16 ("Fees and Expenses") of the Offer to Purchase is incorporated herein by reference.

ITEM 9. FINANCIAL STATEMENTS OF CERTAIN BIDDERS

The information set forth in Section 9 ("Certain Information Concerning Purchaser and Parent") of the Offer to Purchase is incorporated herein by reference.

ITEM 10. ADDITIONAL INFORMATION

(a) The information set forth under "Introduction" and in Sections 9 ("Certain Information Concerning Purchaser and Parent") and 12 ("Purpose of the Offer and the Merger; Plans for Company; the Merger Agreement; the Stockholder Agreement; Other Matters") of the Offer to Purchase is incorporated herein by reference.

(b)-(c) The information set forth in Sections 14 ("Certain Conditions of the Offer") and 15 ("Certain Legal Matters") of the Offer to Purchase is incorporated herein by reference.

(d) The information set forth in Section 7 ("Effect of the Offer on the Market for Shares, NASDAQ Quotation and Exchange Act Registration, and Margin Securities") of the Offer to Purchase is incorporated herein by reference.

(e) Not applicable.

(f) The information set forth in the Offer to Purchase and the Letter of Transmittal, copies of which are attached hereto as Exhibits (a)(1) and (a)(2), respectively, is incorporated herein by reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS

(a)(1)	Offer to Purchase, dated January 25, 1999
(a)(2)	Letter of Transmittal
(a)(3)	Notice of Guaranteed Delivery
(a)(4)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees
(a)(5)	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees
(a)(6)	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9
(a)(7)	Text Summary Advertisement dated January 25, 1999
(a)(8)	Text of Press Release of Parent, dated January 19, 1999

(b)(1) Credit Agreement, dated as of January 31, 1997, among Parent, Louisiana-Pacific Canada Ltd., Bank of America National Trust and Savings Association and the other financial institutions party thereto (incorporated by reference to Exhibit 4.A.2 to Parent's Annual Report on Form 10-K for the year ended December 31, 1996)

(b)(2) Consent and First Amendment to Credit Agreement dated as of December 31, 1997 among Parent, Louisiana-Pacific Canada Ltd., Louisiana-Pacific Canada Pulp Co., Bank of America National Trust and Savings Association and the other financial institutions party thereto

(b)(3) Letter from Bank of America to Parent, dated January 14, 1999, and letter from Parent to Bank of America, dated January 13, 1999

(c)(1) Agreement and Plan of Merger, dated January 19, 1999, among Parent, Purchaser and Company

(c)(2) Stockholder Agreement, dated January 19, 1999, among Parent, Purchaser, Kohlberg Associates, L.P., KABT Acquisition Company, L.P. and George T. Brophy

(d) Not applicable

(e) Not applicable

(f) Not applicable

SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 25, 1999 STRIPER ACQUISITION, INC.

By: /s/ MARK A. SUWYN

Name: Mark A. Suwyn
Title: President

Dated: January 25, 1999 LOUISIANA-PACIFIC CORPORATION

By: /s/ GARY C. WILKERSON

Name: Gary C. Wilkerson
Title: Vice President and
General Counsel

EXHIBIT INDEX

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
ABT BUILDING PRODUCTS CORPORATION
AT
$15.00 NET PER SHARE
BY
STRIPER ACQUISITION, INC.
A WHOLLY OWNED SUBSIDIARY
OF
LOUISIANA-PACIFIC CORPORATION

- ---
THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 23, 1999, UNLESS THE OFFER IS EXTENDED.
- ---

THE BOARD OF DIRECTORS OF ABT BUILDING PRODUCTS CORPORATION ("COMPANY") HAS UNANIMOUSLY DETERMINED THAT EACH OF THE OFFER AND THE MERGER DESCRIBED HEREIN IS FAIR TO, AND IN THE BEST INTERESTS OF, COMPANY'S STOCKHOLDERS (THE "STOCKHOLDERS"), HAS UNANIMOUSLY APPROVED THE MERGER AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER, AND UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS ACCEPT THE OFFER AND TENDER ALL OF THEIR SHARES PURSUANT THERETO.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED, AND NOT WITHDRAWN PRIOR TO THE EXPIRATION DATE (AS DEFINED HEREIN), THAT NUMBER OF SHARES OF COMMON STOCK, PAR VALUE $0.01 PER SHARE, OF COMPANY WHICH (TOGETHER WITH ANY SHARES OWNED BY LOUISIANA-PACIFIC CORPORATION OR ITS SUBSIDIARIES) CONSTITUTES A MAJORITY OF THE SHARES OF COMMON STOCK OUTSTANDING ON A FULLY DILUTED BASIS ON THE DATE OF PURCHASE. THE OFFER IS ALSO SUBJECT TO CERTAIN OTHER CONDITIONS CONTAINED IN THIS OFFER TO PURCHASE. SEE SECTION 14 OF THIS OFFER TO PURCHASE.

IMPORTANT

Any Stockholder desiring to tender all or a portion of its Shares should either (1) complete and sign the appropriate Letter(s) of Transmittal (or a manually signed facsimile thereof) in accordance with the instructions in such Letter(s) of Transmittal, mail or deliver such Letter(s) of Transmittal and any other required documents to the Depositary and either deliver the certificates for those Shares to the Depositary along with such Letter(s) of Transmittal or tender those Shares pursuant to the procedures for book-entry transfer set forth in Section 3 hereof or (2) request its broker, dealer, commercial bank, trust company or other nominee to effect the tender on its behalf. Any Stockholder whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact that broker, dealer, commercial bank, trust company or other nominee if the Stockholder desires to tender such Shares.

Any Stockholder who desires to tender Shares and whose certificate(s) representing those Shares are not immediately available or who cannot comply with the procedure for book-entry transfer on a timely basis should tender those Shares by following the procedures for guaranteed delivery set forth in Section 3 hereof.

Questions and requests for assistance may be directed to the Information Agent or the Dealer Managers at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal and other related materials may be directed to the Information Agent or to brokers, dealers, commercial banks or trust companies.

The Dealer Managers for the Offer are:

GOLDMAN, SACHS & CO.

The date of this Offer to Purchase is January 25, 1999.

TABLE OF CONTENTS

To the Holders of Common Stock of
ABT Building Products Corporation:

INTRODUCTION

Striper Acquisition, Inc., a Delaware corporation ("Purchaser"), hereby offers to purchase all of the outstanding shares (the "Shares") of common stock, par value $0.01 per share (the "Common Stock"), of ABT Building Products Corporation, a Delaware corporation ("Company"), at a purchase price of $15.00 per Share, net to the seller in cash (the "Offer Consideration"), upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, together with any amendments or supplements hereto or thereto, collectively constitute the "Offer"). Purchaser is a direct, wholly owned subsidiary of Louisiana-Pacific Corporation, a Delaware corporation ("Parent").

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of January 19, 1999 (the "Merger Agreement"), among Parent, Purchaser and Company. The Merger Agreement provides, among other things, for the commencement of the Offer by Purchaser and further provides that after the purchase of Shares pursuant to the Offer, subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Company (the "Merger"), with Company surviving the Merger as a wholly owned subsidiary of Parent (the "Surviving Corporation"). In the Merger, each Share (excluding Shares owned by Company or any of its subsidiaries or by Parent, Purchaser or any other subsidiary of Parent, and Shares owned by Stockholders who have properly exercised their appraisal rights under Delaware law) issued and outstanding immediately prior to the effective time of the Merger (the "Effective Time") will be converted at the Effective Time into the right to receive the Offer Consideration, in cash, without interest and less any required withholding taxes (the "Merger Consideration").

THE BOARD OF DIRECTORS OF COMPANY (THE "BOARD") HAS UNANIMOUSLY DETERMINED THAT EACH OF THE OFFER AND THE MERGER IS FAIR TO, AND IN THE BEST INTERESTS OF, THE STOCKHOLDERS, HAS UNANIMOUSLY APPROVED THE MERGER AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER, AND UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS ACCEPT THE OFFER AND TENDER ALL OF THEIR SHARES PURSUANT THERETO.

WARBURG DILLON READ LLC, ONE OF COMPANY'S FINANCIAL ADVISORS ("WDR"), HAS DELIVERED TO COMPANY ITS OPINION THAT THE CONSIDERATION TO BE RECEIVED BY THE STOCKHOLDERS IN THE OFFER AND THE MERGER IS FAIR, FROM A FINANCIAL POINT OF VIEW, TO THE STOCKHOLDERS. A COPY OF THE WRITTEN OPINION OF WDR IS CONTAINED IN COMPANY'S SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 (THE "SCHEDULE 14D-9") FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION") IN CONNECTION WITH THE OFFER, A COPY OF WHICH IS BEING FURNISHED TO THE STOCKHOLDERS CONCURRENTLY WITH THIS OFFER TO PURCHASE.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION DATE (AS DEFINED IN SECTION 1) THAT NUMBER OF SHARES WHICH (TOGETHER WITH ANY SHARES OWNED BY PARENT OR ANY OF ITS SUBSIDIARIES) CONSTITUTES A MAJORITY OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS ON THE DATE OF PURCHASE (THE "MINIMUM SHARE CONDITION"). THE OFFER ALSO IS SUBJECT TO CERTAIN OTHER CONDITIONS. SEE SECTIONS 1 AND 14.

Company has informed Purchaser that, as of January 14, 1999, (i) 10,674,160 Shares were issued and outstanding, (ii) 2,522,425 Shares were reserved for issuance to holders of outstanding stock options granted by Company, and (iii) no shares of preferred stock, par value $0.01 per share, of Company were issued and outstanding. Based upon the Shares and vested stock options outstanding as of such date, at least 6,234,806 Shares would need to be validly tendered pursuant to the Offer and not withdrawn in order for the Minimum Share Condition to be satisfied. Pursuant to a Stockholder Agreement entered into among Parent, Purchaser and certain Stockholders (the "Principal Stockholders") which collectively own 4,952,554 Shares, or approximately 46.4% of the Shares outstanding as of January 14, 1999 (and one of whom holds options to purchase an additional 710,000 Shares from Company), the Principal Stockholders have agreed to tender all of such outstanding Shares pursuant to the Offer and to certain other matters. See "Purpose of the Offer and the Merger; Plans for Company; the Merger Agreement; the Stockholder Agreement; Other Matters."

The consummation of the Merger is subject to the satisfaction or waiver of a number of conditions, including, if required, the approval of the Merger by the requisite vote or consent of the Stockholders. The Stockholder vote necessary to approve the Merger is the affirmative vote of a majority of the outstanding Shares, including Shares held by Purchaser and its affiliates. If the Minimum Share Condition is satisfied and Purchaser purchases Shares pursuant to the Offer, Purchaser will be able to effect the Merger without the affirmative vote of any other Stockholder. If Purchaser acquires at least 90% of the outstanding Shares pursuant to the Offer or otherwise, Purchaser will be able to effect the Merger pursuant to the "short-form" merger provisions of Section 253 of the Delaware General Corporation Law (the "DGCL"), without prior notice to, or any action by, any other Stockholder. In that event, Purchaser intends to effect the Merger as promptly as practicable following the purchase of Shares in the Offer. See Section 12.

The Merger Agreement is more fully described in Section 12. Certain federal income tax consequences of the sale of Shares pursuant to the Offer and the exchange of Shares for the Merger Consideration pursuant to the Merger are described in Section 5.

Tendering Stockholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 to the Letter of Transmittal, transfer taxes on the purchase of Shares pursuant to the Offer or the Merger. Purchaser will pay all charges and expenses of Goldman, Sachs & Co., as the Dealer Managers (the "Dealer Managers"), First Chicago Trust Company of New York, as the depositary (the "Depositary"), and D.F. King & Co., Inc., as the information agent (the "Information Agent"), in connection with the Offer. See Section 16.

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ CAREFULLY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

1. TERMS OF THE OFFER

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will accept for payment (and thereby purchase) all Shares that are validly tendered and not withdrawn in accordance with Section 4 prior to the Expiration Date. As used in the Offer, the term "Expiration Date" means 12:00 midnight, New York City time, on February 23, 1999, unless and until Purchaser, in accordance with the terms of the Offer and the Merger Agreement, shall have extended the period of time during which the Offer is open, in which event the term "Expiration Date" means the latest time and date at which the Offer, as so extended, expires. As used in this Offer to Purchase, "business day" has the meaning set forth in Rule 14d-1(e)(6) under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

In the event that the Offer is not consummated, Purchaser may seek to acquire Shares through open-market purchases, privately negotiated transactions or otherwise, upon such terms and conditions and at such prices as it shall determine, which may be more or less than the Offer Consideration and could be for cash or other consideration.

The Offer is conditioned upon, among other things, satisfaction of the Minimum Share Condition and the expiration or termination of all waiting periods imposed by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations thereunder (the "HSR Act"). The Offer is also subject to certain other conditions set forth in Section 14. Subject to the terms of the Merger Agreement, Purchaser expressly reserves the right (but will not be obligated) to waive any or all of the conditions to the Offer. If by the Expiration Date any or all of the conditions to the Offer are not satisfied or waived, Purchaser may extend the Expiration Date until such time as all such conditions are satisfied or waived. Subject to the terms of the Merger Agreement and the rights of tendering Stockholders to withdraw their Shares, Purchaser will retain all tendered Shares until the Expiration Date.

Subject to applicable law and the terms of the Merger Agreement, Purchaser expressly reserves the right to extend the period of time during which the Offer is open by giving oral followed by written notice of such extension to the Depositary and by making a public announcement of such extension. There can be no assurance that Purchaser will exercise its right to extend the Offer. Purchaser also expressly reserves the right, subject to applicable law (including applicable rules of the Commission) and to the terms of the Merger Agreement, at any time or from time to time, (i) to delay acceptance for payment of, or payment for, any Shares, regardless of whether the Shares were theretofore accepted for payment, or to terminate the Offer and not accept for payment or pay for any Shares not theretofore accepted for payment or paid for, upon the occurrence of any of the conditions specified in Section 14, by giving oral followed by written notice of such delay in payment or termination to the Depositary, and (ii) to waive any conditions or otherwise amend the Offer in any respect, by giving oral followed by written notice to the Depositary. Any extension, delay in payment, termination or amendment will be followed as promptly as practicable by public announcement, the announcement in the case of an extension to be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. Without limiting the manner in which Purchaser may choose to make any public announcement, Purchaser will have no obligation to publish, advertise or otherwise communicate any such announcement, other than by issuing a release to the Dow Jones News Service or as otherwise may be required by law. The reservation by Purchaser of the right to delay acceptance for payment of, or payment for, Shares is subject to the provisions of Rule 14e-1(c) under the Exchange Act, which requires that Purchaser pay the consideration offered or return the Shares deposited by or on behalf of Stockholders promptly after the termination or withdrawal of the Offer. Any delay in acceptance for payment or payment beyond the time permitted by applicable law will be effectuated by an extension of the period of time during which the Offer is open.

Pursuant to the terms of the Merger Agreement, without the prior written consent of Company, Purchaser may not (and Parent will cause Purchaser not to) (i) decrease or change the form of the Offer Consideration or decrease the number of Shares sought pursuant to the Offer, (ii) amend any term of the Offer in any manner adverse to holders of Shares, (iii) change the conditions to the Offer, (iv) impose additional conditions to the Offer, (v) waive the Minimum Share Condition, or (vi) extend the Expiration Date (except that Purchaser may, without the consent of Company, (a) extend the Offer, if at the then scheduled expiration date of the Offer any of the conditions to Purchaser's obligation to purchase Shares is not satisfied, until such time as such condition is satisfied or waived, and (b) extend the Offer for any period required by any rule, regulation, interpretation or position of the Commission or the staff thereof); PROVIDED, HOWEVER, that, except as set forth above and subject to applicable legal requirements, Purchaser may amend the Offer or waive any condition to the Offer in its sole discretion. Assuming the prior satisfaction or waiver of the conditions to the Offer, Purchaser will accept for payment, and pay for, in accordance with the terms of the Offer, all Shares validly tendered and not withdrawn pursuant to the Offer as soon as practicable after the Expiration Date.

The Commission has announced that, under its interpretation of Rules 14d-4(c) and 14d-6(d) under the Exchange Act, material changes in the terms of a tender offer or information concerning a tender offer may require that the tender offer be extended so that it remains open a sufficient period of time to allow security holders to consider such material changes or information in deciding whether or not to tender or withdraw their securities. The minimum period during which an offer must remain open following material changes in the terms of the offer or information concerning the offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information. If Purchaser decides to increase or, subject to the consent of Company, to decrease the consideration in the Offer, to make a change in the percentage of Shares sought or to change or waive the Minimum Share Condition and if, at the time that notice of any such change is first published, sent or given to Stockholders, the Offer is scheduled to expire at any time earlier than the tenth business day after (and including) the date of that notice, the Offer will be extended at least until the expiration of that period of ten business days.

Company has provided Purchaser with its stockholder list and security position listings for the purpose of disseminating the Offer to the Stockholders. This Offer to Purchase, the related Letter of Transmittal and other relevant materials will be mailed to record holders of Shares and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on Company's stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. ACCEPTANCE FOR PAYMENT AND PAYMENT FOR SHARES

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will accept for payment (and thereby purchase) and pay for Shares that are validly tendered and not properly withdrawn prior to the Expiration Date, as soon as practicable after the later of the following dates: (i) the Expiration Date and (ii) the date of satisfaction or waiver of all the conditions to the Offer set forth in this Offer to Purchase. Subject to the applicable rules of the Commission and the terms of the Merger Agreement, Purchaser expressly reserves the right to delay acceptance for payment of, or payment for, Shares in order to comply, in whole or in part, with any other applicable law, government regulation or condition contained therein. See Sections 1 and 14.

In all cases, payment for Shares purchased pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for the Shares (or a timely Book-Entry Confirmation (as defined in Section 3) with respect to the Shares), (ii) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed with any required signature guarantees (or, in the case of a book-entry transfer of Shares, an Agent's Message (as defined below)), and (iii) all other documents required by the Letter of Transmittal. See Section 3.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment (and thereby purchased) tendered Shares if, as and when Purchaser gives oral followed by written notice to the Depositary of Purchaser's acceptance of such Shares for payment. In all cases, payment for Shares purchased pursuant to the Offer will be made by deposit of the purchase price with the Depositary, which will act as agent for the tendering Stockholders for the purpose of receiving payment from Purchaser and transmitting payment to the tendering Stockholders whose Shares shall have been accepted for payment. If, for any reason, acceptance for payment of any Shares tendered pursuant to the Offer is delayed, or Purchaser is unable to accept for payment Shares tendered pursuant to the Offer, then, without prejudice to Purchaser's rights under Section 14, the Depositary may, nevertheless, on behalf of Purchaser, retain the tendered Shares, and such Shares may not be withdrawn, except to the extent that the tendering Stockholders are entitled to withdrawal rights as described in Section 4 and as otherwise required by Rule 14e-1(c) under the Exchange Act. Under no circumstances will interest accrue on the consideration to be paid for the Shares by Purchaser, regardless of any delay in making such payment.

If any tendered Shares are not purchased for any reason or if certificates are submitted for more Shares than are tendered, certificates for the Shares not purchased or tendered will be returned pursuant to the instructions of the tendering Stockholder without expense to the tendering Stockholder (or, in the case of Shares delivered by book-entry transfer into the Depositary's account at a Book-Entry Transfer Facility pursuant to the procedures set forth in Section 3, the Shares will be credited to an account maintained at the appropriate Book-Entry Transfer Facility) as promptly as practicable following the expiration, termination or withdrawal of the Offer.

If, prior to the Expiration Date, Purchaser increases the consideration to be paid per Share pursuant to the Offer, Purchaser will pay the increased consideration for all of the Shares purchased pursuant to the Offer, whether or not the Shares were tendered prior to the increase in consideration.

3. PROCEDURE FOR TENDERING SHARES

VALID TENDERS. For Shares to be validly tendered pursuant to the Offer, either (i) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed with any required signature guarantees (or, in the case of a book-entry transfer of Shares, an Agent's Message), and any other documents required by the Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date and either (a) certificates representing tendered Shares must be received by the Depositary at any one of those addresses prior to the Expiration Date or (b) the Shares must be delivered pursuant to the procedures for book-entry transfer set forth below and a Book-Entry Confirmation must be received by the Depositary prior to the Expiration Date or (ii) the tendering Stockholder must comply with the guaranteed delivery procedures set forth below. No alternative, conditional or contingent tenders will be accepted.

BOOK-ENTRY TRANSFER. The Depositary will establish an account with respect to the Shares at The Depository Trust Company (the "Book-Entry Transfer Facility") for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the Book-Entry Transfer Facility system may make book-entry delivery of Shares by causing the applicable Book-Entry Transfer Facility to transfer the Shares into the Depositary's account at the Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of the Shares may be effected through book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility, the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed with any required signature guarantees, or an Agent's Message, and any other required documents must, in any case, be transmitted to, and received by, the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date, or the tendering Stockholder must comply with the guaranteed delivery procedures described below. The confirmation of a book-entry transfer of Shares into the Depositary's account at a Book-Entry Transfer Facility as described above is referred to as a "Book-Entry Confirmation." The term "Agent's Message" means a message, transmitted by a Book-Entry Transfer Facility to and received by the Depositary and forming part of a Book-Entry Confirmation, which states that (i) such Book-Entry Transfer Facility has received an express acknowledgment from the participant in such Book-Entry Transfer Facility tendering the Shares that are the subject of such Book-Entry Confirmation, (ii) such participant has received and agrees to be bound by the terms of the Letter of Transmittal, and (iii) Purchaser may enforce such agreement against such participant. DELIVERY OF THE LETTER OF TRANSMITTAL OR OTHER DOCUMENTS TO A BOOK-ENTRY TRANSFER FACILITY DOES NOT CONSTITUTE DELIVERY OF THE LETTER OF TRANSMITTAL OR SUCH OTHER DOCUMENTS TO THE DEPOSITARY.

SIGNATURE GUARANTEES. No signature guarantee is required on the Letter of Transmittal (i) if the Letter of Transmittal is signed by the registered holder (which term, for purposes of this Section, includes any participant in the Book-Entry Transfer Facility system whose name appears on a security position listing as the owner of the Shares) of Shares tendered therewith and such registered holder has not completed the box entitled "Special Payment Instructions" on the Letter of Transmittal or (ii) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loans associations and brokerage houses) that is a participant in the Security Transfer Agents Medallion Program (an "Eligible Institution"). In all other cases, all signatures on the Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 1 of the Letter of Transmittal. If the certificates representing Shares are registered in the name of a person other than the signer of the Letter of Transmittal or if payment is to be made or if certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered holder of the certificates surrendered, then the tendered certificates representing Shares must be endorsed or accompanied by appropriate stock powers, in each case signed exactly as the name or names of the registered holder or owners appears on the certificates, with the signatures on the certificates or stock powers guaranteed by an

Eligible Institution as described above and as provided in the Letter of Transmittal. See Instructions 1 and 5 of the Letter of Transmittal.

GUARANTEED DELIVERY. If a Stockholder wishes to tender Shares pursuant to the Offer and the Stockholder's certificates are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to be received by the Depositary prior to the Expiration Date, the Shares may nevertheless be tendered if all the following guaranteed delivery procedures are complied with:

(i) the tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Purchaser with this Offer to Purchase, is received by the Depositary as provided below prior to the Expiration Date; and

(iii) the certificates for all tendered Shares in proper form for transfer or a Book-Entry Confirmation with respect to all tendered Shares, together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) and any required signature guarantees (or, in the case of a book-entry transfer of Shares, an Agent's Message), and any other documents required by the Letter of Transmittal, are received by the Depositary within three New York Stock Exchange ("NYSE") trading days after the date of execution of the Notice of Guaranteed Delivery.

THE NOTICE OF GUARANTEED DELIVERY MAY BE DELIVERED BY HAND OR TRANSMITTED BY FACSIMILE TRANSMISSION OR MAILED TO THE DEPOSITARY AND MUST INCLUDE AN ENDORSEMENT BY AN ELIGIBLE INSTITUTION IN THE FORM SET FORTH IN THE NOTICE OF GUARANTEED DELIVERY.

IN ALL CASES, SHARES SHALL NOT BE DEEMED VALIDLY TENDERED UNLESS A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL (OR A MANUALLY SIGNED FACSIMILE THEREOF) OR, IN THE CASE OF A BOOK-ENTRY TRANSFER OF SHARES, AN AGENT'S MESSAGE, IS RECEIVED BY THE DEPOSITARY AT ONE OF ITS ADDRESSES SET FORTH ON THE BACK COVER OF THIS OFFER TO PURCHASE PRIOR TO THE EXPIRATION DATE.

THE METHOD OF DELIVERY OF CERTIFICATES FOR SHARES, THE LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS IS AT THE OPTION AND SOLE RISK OF THE TENDERING STOCKHOLDER AND DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS MADE BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Notwithstanding any other provision of this Offer to Purchase, payment for Shares accepted for payment pursuant to the Offer in all cases will be made only after timely receipt by the Depositary of certificates for (or Book-Entry Confirmation with respect to) the Shares, a Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and all other documents required by the Letter of Transmittal.

BACKUP FEDERAL INCOME TAX WITHHOLDING. To prevent backup federal income tax withholding of 31% of the payments made to Stockholders with respect to the purchase price of Shares purchased pursuant to the Offer or the Merger, a Stockholder must provide the Depositary with its correct taxpayer identification number and certify that it is not subject to backup federal income tax withholding by completing the substitute Form W-9 included in the Letter of Transmittal. See Instruction 10 of the Letter of Transmittal. See Section 5 below.

DETERMINATION OF VALIDITY. All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any tender of Shares pursuant to any of the procedures described above will be determined by Purchaser in its sole discretion, which determination

will be final and binding on all parties. Purchaser reserves the absolute right to reject any or all tenders of Shares determined not to be in proper form or the acceptance of or payment for which may, in the opinion of counsel, be unlawful and reserves the absolute right to waive any defect or irregularity in any tender of Shares. Subject to the terms of the Merger Agreement, Purchaser also reserves the absolute right to waive or amend any or all of the conditions of the Offer. Purchaser's interpretation of the terms and conditions of the Offer (including the Letters of Transmittal and the instructions thereto) will be final and binding on all parties. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived. None of Purchaser, Parent, the Dealer Managers, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification.

APPOINTMENT AS PROXY. By executing a Letter of Transmittal, a tendering Stockholder irrevocably appoints designees of Purchaser as his attorneys-in-fact and proxies, with full power of substitution and resubstitution, in the manner set forth in the Letter of Transmittal, to the full extent of the Stockholder's rights with respect to the Shares tendered by the Stockholder and purchased by Purchaser and with respect to any and all other Shares or other securities issued or issuable in respect of those Shares, on or after the date of the Offer. All such powers of attorney and proxies will be considered coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, Purchaser accepts the Shares for payment. Upon acceptance for payment, all prior powers of attorney and proxies given by the Stockholder with respect to the Shares (and any other Shares or other securities so issued in respect of such purchased Shares) will be revoked, without further action, and no subsequent powers of attorney and proxies may be given (and, if given, will not be deemed effective) by the Stockholder. The designees of Purchaser will be empowered to exercise all voting and other rights of the Stockholder with respect to such Shares (and any other Shares or securities so issued in respect of such purchased Shares) as they in their sole discretion may deem proper, including without limitation in respect of any annual or special meeting of the Stockholders, or any adjournment or postponement of any such meeting.

Purchaser reserves the absolute right to require that, in order for Shares to be validly tendered, immediately upon Purchaser's acceptance for payment of the Shares, Purchaser must be able to exercise full voting and other rights with respect to the Shares, including voting at any meeting of Stockholders then scheduled.

4. WITHDRAWAL RIGHTS

Tenders of Shares made pursuant to the Offer are irrevocable, except as otherwise provided in this Section 4. Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date and, unless theretofore accepted for payment by Purchaser as provided in this Offer to Purchase, may also be withdrawn at any time after March 25, 1999. If Purchaser extends the Offer, is delayed in its purchase of or payment for Shares, or is unable to purchase or pay for Shares for any reason, then without prejudice to the rights of Purchaser, tendered Shares may be retained by the Depositary on behalf of Purchaser and may not be withdrawn, except to the extent that tendering Stockholders are entitled to withdrawal rights as set forth in this Section 4.

The reservation by Purchaser of the right to delay the acceptance or purchase of or payment for Shares is subject to the terms of the Merger Agreement and the provisions of Rule 14e-1(c) under the Exchange Act, which requires Purchaser to pay the consideration offered or to return Shares deposited by or on behalf of Stockholders promptly after the termination or withdrawal of the Offer.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase. Any such notice of withdrawal must specify the name of the persons who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder, if different

from that of the person who tendered the Shares. If certificates evidencing Shares have been delivered or otherwise identified to the Depositary then, prior to the release of the certificates, the tendering Stockholder must also submit the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn, and the signature on the notice of withdrawal must be guaranteed by an Eligible Institution (except in the case of Shares tendered for the account of an Eligible Institution). If Shares have been tendered pursuant to the procedure for book-entry transfer set forth in Section 3, the notice of withdrawal must specify the name and number of the account at the applicable Book-Entry Transfer Facility to be credited with the withdrawn Shares. All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by Purchaser, in its sole discretion, which determination shall be final and binding on all parties. No withdrawal of Shares will be deemed to have been made properly until all defects and irregularities have been cured or waived. None of Parent, Purchaser, the Dealer Managers, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failing to give such notification.

Any Shares properly withdrawn will be deemed not validly tendered for purposes of the Offer, but may be tendered at any subsequent time prior to the Expiration Date by following any of the procedures described in Section 3 above.

5. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE OFFER AND THE MERGER

The following is a summary of the material federal income tax consequences of the Offer and the Merger to holders whose Shares are purchased pursuant to the Offer or whose Shares are converted into the right to receive the Merger Consideration in the Merger (including any cash amounts received by dissenting Stockholders pursuant to the exercise of appraisal rights). This discussion is based upon the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the applicable Treasury Regulations promulgated and proposed thereunder and published judicial authority and administrative rulings and practice. Legislative, judicial or administrative authorities or interpretations are subject to change, possibly on a retroactive basis, at any time and a change could alter or modify the statements and conclusions set forth below. It is assumed for purposes of this discussion that the Shares are held as "capital assets" within the meaning of Section 1221 of the Code. This discussion does not address all aspects of federal income taxation that may be relevant to a particular Stockholder in light of such Stockholder's personal investment circumstances, or those Stockholders subject to special treatment under the federal income tax laws (for example, life insurance companies, tax-exempt organizations, foreign corporations and nonresident alien individuals) or to Stockholders who acquired their Shares through the exercise of employee stock options or other compensation arrangements. In addition, the discussion does not address any aspect of foreign, state or local income taxation or any other form of taxation that may be applicable to a Stockholder.

CONSEQUENCES OF THE OFFER AND THE MERGER TO STOCKHOLDERS. The receipt of the Offer Consideration and the Merger Consideration (and any cash amounts received by dissenting Stockholders pursuant to the exercise of appraisal rights) will be a taxable transaction for federal income tax purposes (and also may be a taxable transaction under applicable state, local and other income tax laws). In general, for federal income tax purposes, a Stockholder will recognize gain or loss equal to the difference between its adjusted tax basis in the Shares sold pursuant to the Offer or converted to cash in the Merger or pursuant to the exercise of appraisal rights and the amount of cash received therefor. Such gain or loss will be capital gain or loss and will be long-term gain or loss, if, on the date of sale (or, if applicable, the date of the Merger) the Shares were held for more than one year.

BACKUP TAX WITHHOLDING. Under the Code, a Stockholder may be subject, under certain circumstances, to "backup withholding" at a 31% rate with respect to payments made in connection with the Offer or the Merger. Backup withholding generally applies if the Stockholder (i) fails to furnish his social security number or other taxpayer identification number ("TIN"), (ii) furnishes an incorrect TIN, (iii) fails

properly to report interest or dividends, or (iv) under certain circumstances, fails to provide a certified statement, signed under penalties of perjury, that the TIN provided is his correct number and that he or she is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons generally are exempt from backup withholding, including corporations and financial institutions. Certain penalties apply for failure to furnish correct information and for failure to include the reportable payments in income. Each Stockholder should consult with its own tax advisor as to its qualifications for exemption from withholding and the procedure for obtaining such exemption.

THE FEDERAL INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION PURPOSES ONLY. STOCKHOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE OFFER AND THE MERGER TO THEM IN VIEW OF THEIR OWN PARTICULAR CIRCUMSTANCES.

6. PRICE RANGE OF THE SHARES; DIVIDENDS ON THE SHARES

According to Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997 (the "Company 10-K") and Quarterly Report on Form 10-Q for the quarterly period ended September 30, 1998 (the "Company 10-Q") and information supplied to Purchaser by Company, the principal trading market for the Shares is the Nasdaq Stock Market, Inc.'s National Market (the "NASDAQ") and the Shares are admitted for quotation and traded on the NASDAQ under the symbol "ABTC." The following table sets forth, for the periods indicated, the high and low sale prices per Share reported by NASDAQ Composite Reporting System. Company has not paid any dividends on the Shares during the periods specified below.

	HIGH	LOW
1996		
First Quarter	$19 1/2	$14 1/4
Second Quarter	23	18 1/2
Third Quarter	22 1/2	19 1/2
Fourth Quarter	26 3/4	19 3/4
1997		
First Quarter	$27 1/4	$21
Second Quarter	26 3/4	21 1/4
Third Quarter	26 1/2	16 3/4
Fourth Quarter	20 5/8	16 1/2
1998		
First Quarter	$18 5/8	$14
Second Quarter	17 1/2	12 1/2
Third Quarter	17 1/8	8
Fourth Quarter	11 1/2	6 3/4

On January 15, 1999, the last full trading day before the public announcement of the Merger Agreement, the last reported sale price on the NASDAQ was $14 1/8 per Share. On January 22, 1999, the last full trading day before the commencement of the Offer, the last reported sale price on the NASDAQ was $14 3/4 per Share. STOCKHOLDERS ARE URGED TO OBTAIN CURRENT MARKET QUOTATIONS FOR THE SHARES.

7. EFFECT OF THE OFFER ON THE MARKET FOR SHARES, NASDAQ QUOTATION AND EXCHANGE ACT REGISTRATION AND MARGIN SECURITIES.

The purchase of Shares pursuant to the Offer will reduce the number of Shares that might otherwise trade publicly and may reduce the number of holders of Shares, which could adversely affect the

liquidity and market value of the remaining Shares held by Stockholders other than Purchaser. Purchaser cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the Shares or whether such reduction would cause future market prices to be greater or less than the Offer Consideration.

Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the standards for continued inclusion on the NASDAQ and may, therefore, no longer be included on the NASDAQ. According to the NASDAQ's published guidelines, the NASDAQ would consider no longer including the Shares for quotation and trading if, among other things, the number of publicly held Shares were less than 5,000,000, there were less than 300 round lot holders (as defined in Section 4200(a)(30) of the NASD Manual--The NASDAQ Stock Market) of the Shares, or the aggregate market capitalization of the Company were less than $35.0 million. If, as a result of the purchase of Shares pursuant to the Offer, the Shares no longer meet the requirements of the NASDAQ for continued quotation and trading and the quotation and trading of Shares is discontinued, the market for the Shares could be adversely affected.

Company has advised Purchaser that, as of January 14, 1999, there were 10,674,160 Shares issued and outstanding. If the Shares were no longer quoted on the NASDAQ (which Purchaser intends to cause the Company to seek if it acquires control of the Company and the Shares no longer meet the standards for inclusion), it is possible that the Shares would trade in the over-the-counter market or otherwise and that price quotations for the Shares would be reported. The extent of the public market for the Shares and availability of such quotations would, however, depend upon such factors as the number of holders and/or the aggregate market value of the publicly-held Shares at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration of the Shares under the Exchange Act and other factors.

The Shares are currently registered under Section 12(g) of the Exchange Act. Such registration may be terminated upon application of Company to the Commission if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of the registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by Company to holders of Shares and to the Commission and would make certain of the provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement pursuant to Section 14(a) in connection with a stockholders' meeting and the related requirement of an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions, no longer applicable to the Shares. Furthermore, "affiliates" of Company and persons holding "restricted securities" of Company may be deprived of the ability to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933 (the "Securities Act"). If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities," or eligible for listing on a securities exchange or quotation and trading on the NASDAQ. Purchaser intends to seek to cause Company to terminate registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration of the Shares are met.

The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of the Shares. Depending upon factors similar to those described above regarding listing and market quotations, the Shares might no longer constitute "margin securities" for the purposes of the Federal Reserve Board's margin regulations and, therefore, could no longer be used as collateral for loans made by brokers.

8. CERTAIN INFORMATION CONCERNING COMPANY

GENERAL INFORMATION. Company is a Delaware corporation with its principal executive offices located at One Neenah Center, Neenah, Wisconsin 54956. According to the Company 10-K, Company is the largest manufacturer of exterior hardboard siding in the United States and a leading manufacturer of plastic resin specialty building products.

According to a Current Report on Form 8-K filed by Company with the Commission on December 24, 1998, Company has entered into a definitive agreement to sell its fiber cement plant in Roaring River, North Carolina to CertainTeed Corporation for an aggregate purchase price of approximately $48 to $50 million. According to Company, the sale is expected to close in late January 1999 or early February 1999. The closing of the sale is subject to satisfaction of customary conditions.

HISTORICAL FINANCIAL INFORMATION. Set forth below is certain selected consolidated financial information with respect to Company which has been excerpted from the Company 10-K and the Company 10-Q. More comprehensive financial information is included in such reports and other documents filed by Company with the Commission, and the following summary is qualified in its entirety by reference to such reports and other documents and all of the financial information (including any related notes) contained therein. Such reports and other documents should be available for inspection and copies should be obtainable in the manner set forth below under "Available Information."

ABT BUILDING PRODUCTS CORPORATION
SELECTED CONSOLIDATED FINANCIAL DATA
(In thousands, except per share amounts)

	YEARS ENDED DECEMBER 31,					NINE MONTHS ENDED SEPTEMBER 30,	
	1993	1994	1995	1996	1997 (3)	1997	1998
	(IN THOUSANDS, EXCEPT PER SHARE INFORMATION)						
OPERATING DATA:							
Net Sales	$ 161,011	$ 203,264	$ 240,107	$ 320,402	$ 321,813	$ 252,935	$ 258,545
Cost of sales	106,572	139,848	176,119	227,351	225,074	176,718	189,863
Gross Profit	54,439	63,416	63,988	93,051	96,739	76,217	68,682
Selling, general and administrative expenses	21,253	25,684	30,961	48,609	53,250	39,650	39,911
Restructuring charge(1)	--	--	--	--	10,397	10,397	--
Operating income	33,186	37,732	33,027	44,442	33,092	26,170	28,771
Interest expense	3,929	2,063	5,929	6,511	8,344	--	--
Other income (expense), net	(201)	(80)	(4)	(269)	(263)	(5,811)	(7,482)
Income before income taxes and extraordinary item	29,056	35,589	27,094	37,662	25,011	20,359	21,289
Provision for income taxes	11,572	13,843	10,607	14,510	9,521	7,801	8,091
Net income before extraordinary item	17,484	21,746	16,487	23,152	15,490	12,558	13,198
Extraordinary item (net of tax)(2)	(1,070)	--	--	--	--	--	--
Net income	$ 16,414	$ 21,746	$ 16,487	$ 23,152	$ 15,490	$ 12,558	$ 13,198
PER COMMON SHARE DATA (3):							
Income before extraordinary item:							
Basic	$ 1.65	$ 1.85	$ 1.54	$ 2.22	$ 1.47	$ 1.19	$ 1.24
Diluted	$ 1.50	$ 1.70	$ 1.42	$ 2.01	$ 1.34	$ 1.08	$ 1.16
Income after extraordinary item:							
Basic	$ 1.55	$ 1.85	$ 1.54	$ 2.22	$ 1.47	$ 1.19	$ 1.24
Diluted	$ 1.41	$ 1.70	$ 1.42	$ 2.01	$ 1.34	$ 1.08	$ 1.16
BALANCE SHEET DATA:							
Working capital	$ 27,363	$ 42,006	$ 55,762	$ 42,777	$ 55,683	$ 62,181	$ 66,722
Total assets	109,628	143,545	210,767	260,264	309,232	313,871	323,042
Total debt	12,438	33,278	84,629	100,071	132,911	136,440	122,216
Stockholders' equity	77,210	80,483	88,120	109,941	124,841	121,363	137,042

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(1) Company recorded a $10.4 million charge (consisting of a $1.5 million cash charge and a $8.9 million non-cash charge) during the second quarter of 1997 in connection with the restructuring of its exterior plastics products group. The restructuring charge consisted of: the write-down of certain machinery and equipment, $5.8 million; the write-down of inventory and goodwill to net realizable values, $3.1 million; and severance payments and lease obligations related to the closing of certain leased facilities, $1.5 million.

(2) For 1993, represents the write-off of deferred financing costs in connection with the repayment of long-term debt with the proceeds of Company's initial public offering.

(3) Gives effect to Company's stock split effected in June 1993 in connection with Company's initial public offering.

On January 22, 1999, Company issued a press release in which it disclosed the results of operations data for the three months and year ended December 31, 1998 set forth below. Such data should be read in conjunction with the reports and other documents filed by Company with the Commission, including the financial information (and any related notes) contained therein. Such reports and other documents should be available for inspection and copies should be obtainable in the manner set forth below under "Available Information."

ABT BUILDING PRODUCTS CORPORATION
SELECTED CONSOLIDATED FINANCIAL DATA
(In thousands, except per share amounts)

	THREE MONTHS ENDED DECEMBER 31,		YEAR ENDED DECEMBER 31,	
	1998	1997	1998	1997
OPERATING DATA:				
Net Sales	$ 68,790	$ 67,399	$ 317,304	$ 316,984
Income From Continuing Operations	$ 1,687	$ 3,799	$ 17,154	$ 16,491
Discontinued Operations:				
Loss from operations of discontinued business, net of income tax benefit	(2,463)	(867)	(4,732)	(1,001)
Loss on disposal of discontinued business, net of income tax benefit	(11,656)	--	(11,656)	--
Net Income	(12,432)	2,932	766	15,490
PER COMMON SHARE DATA:				
Income Per Common Share				
From Continuing Operations				
Basic	0.16	0.36	1.61	1.56
Diluted	0.15	0.33	1.51	1.42
From Operations of Discontinued Business				
Basic	(0.23)	(0.08)	(0.44)	(0.09)
From Disposal of Discontinued Business Basic	(1.09)	--	(1.09)	--
Net Income Per Share				
Basic	(1.16)	0.28	0.07	1.47
Diluted	--	0.26	0.07	1.34
Weighted Average Common Share Outstanding				
Basic	10,674	10,586	10,660	10,547
Diluted	11,314	11,448	11,369	11,578

CERTAIN COMPANY PROJECTIONS. During the course of discussions among Parent, Purchaser and Company that led to the execution of the Merger Agreement (see Section 11 below), Company provided Purchaser and Parent with certain business and financial information which was not publicly available. Such information included, among other things, forecasted results of operations for Company's fiscal year ending December 31, 1999 prepared by the management of Company on December 8, 1998 (the "Company Forecasts"). The Company Forecasts do not take into account any of the potential effects of the Merger.

The information from the Company Forecasts summarized below is included in this Offer to Purchase solely because such information was provided to Parent in connection with its evaluation of the Company. As a matter of course, Company does not make public projections or forecasts of its anticipated financial position or results of operations. Accordingly, neither Parent nor Company anticipates that it will, and each of Parent and Company disclaims any obligation to, furnish updated forecasts or projections to any person, cause such information to be included in documents required to be filed with the Commission or otherwise make such information public (irrespective in any such case of whether the Company Forecasts, in light of events or developments occurring after the time at which they were originally prepared, shall have ceased to have a reasonable basis).

The inclusion herein of the information from the Company Forecasts summarized below should not be regarded as an indication that either Parent or Company considers such information to be an

accurate prediction of future events. While presented with numerical specificity, the information from the Company Forecasts summarized below is based upon a variety of assumptions, including (i) assumptions relating to general economic conditions and the business of Company, (ii) the assumed receipt on December 31, 1998 of $50.0 million of proceeds from the sale of Company's fiber cement plant in Roaring River, North Carolina, and (iii) the application of $40.0 million of such proceeds to reduce Company's outstanding bank borrowings. Such assumptions are subject to significant uncertainties and contingencies, many of which are beyond the control of Company.

The Company Forecasts were not prepared with a view to public disclosure or compliance with published guidelines of the Commission or the guidelines established by the American Institute of Certified Public Accountants.

The information from the Company Forecasts should be evaluated in conjunction with the historical financial statements and other information regarding Company contained elsewhere in this Offer to Purchase, the Company 10-K and the Company 10-Q. In light of the foregoing factors and the uncertainties inherent in the Company Forecasts, holders of Shares are cautioned not to place undue reliance thereon. A summary of the Company Forecasts is set forth below.

1999 ANNUAL OPERATING PLAN
KEY SUMMARY DATA
(In thousands, except per share amounts)

	FISCAL YEAR 1999
Gross Sales	$ 353,296
Net Sales	317,544
Operating Income (EBIT)	35,426
Net Income	18,715
Earnings Per Share- -Diluted	$ 1.64

AVAILABLE INFORMATION. Company is subject to the informational filing requirements of the Exchange Act. In accordance with the Exchange Act, Company files periodic reports, proxy statements and other information with the Commission relating to its business, financial condition and other matters. Company is required to disclose in such proxy statements certain information, as of particular dates, concerning Company's directors and officers, their remuneration, stock options granted to them, the principal holders of Company's securities and any material interest of those persons in transactions with Company. Such reports, proxy statements and other information may be inspected at the Commission's office at 450 Fifth Street, N.W., Washington, D.C. 20549, and also should be available for inspection and copying at the regional offices of the Commission located at Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661; and 7 World Trade Center, Suite 1300, New York, New York 10048. Copies may be obtained upon payment of the Commission's prescribed fees by writing to its principal office at 450 Fifth Street, N.W., Washington, D.C. 20549, or through the Commission's Website (http://www.sec.gov).

Except as otherwise stated in this Offer to Purchase, the information concerning Company contained in this Offer to Purchase has been taken from or is based upon publicly available documents on file with the Commission and other publicly available information. Although Purchaser and Parent do not have any knowledge that any such information is untrue in any material respect, neither Purchaser nor Parent takes any responsibility for the accuracy or completeness of such information or for any failure by Company to disclose events that may have occurred and may affect the significance or accuracy of any such information.

9. CERTAIN INFORMATION CONCERNING PURCHASER AND PARENT

Purchaser, a Delaware corporation, was organized to acquire all of the Shares pursuant to the Offer and the Merger and has not conducted any unrelated activities since its organization. All of the outstanding capital stock of Purchaser is owned directly by Parent. The principal executive offices of Purchaser are located at 111 S.W. Fifth Avenue, Portland, Oregon 97204.

Parent is a Delaware corporation, with its principal executive offices located at 111 S.W. Fifth Avenue, Portland, Oregon 97204. Parent is a major building products supply firm manufacturing structural panels, including oriented strand board and plywood and other panel products, lumber, hardwood veneers, cellulose insulation and specialty building products.

Set forth below is certain selected consolidated financial information with respect to Parent which has been partially excerpted from Parent's Annual Report on Form 10-K for the fiscal year ended December 31, 1997 (the "Parent 10-K") and Parent's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 1998 (the "Parent 10-Q"). More comprehensive financial information is included in such reports and other documents filed by Parent with the Commission, and the following summary is qualified in its entirety by reference to such reports and other documents and all the financial information (including any related notes) contained therein. The Parent 10-K and the Parent 10-Q are incorporated herein by reference. Such reports and other documents should be available for inspection and copies should be obtainable from the offices of the Commission in the same manner as set forth under "Available Information" in Section 8 above.

LOUISIANA-PACIFIC CORPORATION
SELECTED CONSOLIDATED FINANCIAL DATA
(In millions, except per share amounts)

	YEARS ENDED DECEMBER 31,					NINE MONTHS ENDED SEPTEMBER 30,	
	1993	1994	1995(4)	1996 (4)	1997 (4)	1997	1998
	(IN THOUSANDS, EXCEPT PER SHARE INFORMATION)						
OPERATING DATA (2):							
Net sales	$ 2,511.3	$ 3,039.5	$ 2,843.2	$ 2,486.0	$ 2,402.5	$ 1,807.4	$ 1,777.8
Gross profit (loss) (1)	423.6	558.6	268.9	31.0	(88.5)	(57.1)	71.4
Interest, net	5.0	1.0	2.9	(7.8)	(29)	(23.3)	(15.3)
Provision (benefit) for income taxes	173.2	209.8	(45.8)	(125.6)	(43.6)	(28.7)	9.3
Income (loss) (3)	254.4	346.9	(51.7)	(200.7)	(101.8)	(80.5)	(13.9)
PER COMMON SHARE DATA:							
Income (loss) per share (3)							
Basic	$ 2.32	$ 3.15	$ (0.48)	$ (1.87)	$ (0.94)	(0.78)	(0.13)
Diluted	2.29	3.13	(0.48)	(1.87)	(0.94)	(0.74)	(0.13)
Cash dividends per share	0.43	0.485	0.545	0.56	0.56	0.42	0.42
BALANCE SHEET DATA:							
Current assets	$ 614.1	$ 721.9	$ 618.5	$ 612.9	$ 596.8	$ 556.6	$ 759.8
Timber and timberlands, at cost less cost of timber harvested	673.5	693.5	689.6	648.6	634.2	637.1	909.3
Property, plant and equipment, net	1,145.9	1,273.2	1,452.3	1,278.5	1,191.8	1,239.1	934.0
Goodwill and other assets	32.8	55.1	45.0	82.4	155.6	155.6	103.6
Total assets	$ 2,466.3	$ 2,743.7	$ 2,805.4	$ 2,622.4	$ 2,578.4	$ 2,588.4	2,706.7
Current liabilities	317.2	344.8	448.5	378.4	319.3	366.6	496.7
Long-term debt, excluding current portion	288.6	209.8	201.3	458.6	572.3	508.5	475.3
Deferred income taxes and other	289.1	339.7	499.6	357.8	400.6	360.2	481.5
Stockholders' equity	1,571.4	1,849.4	1656.0	1,427.6	1,286.2	1,328.5	1253.2
Total liabilities and stockholders' equity	$ 2,466.3	$ 2,743.7	$ 2,805.4	$ 2,622.4	$ 2,578.4	$ 2,588.4	$ 2,706.7

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(1) Gross profit is income before settlements, charges and unusual items, income taxes, minority interest, and interest.

(2) All per share amounts and number of shares have been retroactively adjusted for a two-for-one stock split in 1993.

(3) Does not include cumulative effects of accounting changes in 1993.

(4) Includes settlements, charges and other unusual items, net. See the Notes to Financial Statements in Item 8 of the Parent 10-K.

Except as set forth in this Offer to Purchase, none of Parent, Purchaser or any of their respective subsidiaries (collectively, the "Purchaser Entities"), or, to the knowledge of any of the Purchaser Entities, any of the persons listed in Schedule I, has any contract, arrangement, understanding or relationship (whether or not legally enforceable) with any other person with respect to any securities of Company, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any securities of Company, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies. Except as set forth in this Offer to Purchase, none of the Purchaser Entities, or, to the knowledge of any of the Purchaser Entities, any of the persons listed in Schedule I, has had, since January 1, 1996, any transactions with Company or any of its affiliates that would be required to be disclosed in the Schedule 14D-1. Except as set forth in this Offer to Purchase, since January 1, 1996, there have been no contacts, negotiations or transactions between the Purchaser Entities or, to the knowledge of any of the Purchaser Entities, any of the persons listed in Schedule I, and Company or its affiliates concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets. Except as set forth in this Offer to Purchase, none of the Purchaser Entities or, to the knowledge of any of the Purchaser Entities, any of the persons listed in Schedule 1, beneficially owns any Shares or has effected any transactions in the Shares in the past 60 days.

10. SOURCE AND AMOUNT OF FUNDS

SOURCE AND AMOUNT OF FUNDS. The aggregate amount of funds required by Purchaser to pay the aggregate purchase price to be paid pursuant to the Offer and the Merger is estimated to be approximately $179.0 million. Such amount assumes the purchase pursuant to the Offer of all Shares underlying options that were outstanding as of January 14, 1999 and that have exercise prices less than $15.00 per Share.

The funds required by Purchaser to pay the aggregate purchase price to be paid pursuant to the Offer and the Merger are expected to be provided to Purchaser in the form of capital contributions or advances made by Parent. Parent plans to obtain the funds for such capital contributions or advances from its available cash, borrowings under its existing bank credit facility (the "Bank Credit Facility") or a combination thereof. Although Parent intends to enter into discussions with one or more investment banking firms with respect to a possible refinancing of such borrowings under the Bank Credit Facility following the completion of the Offer, no specific arrangements therefor had been entered into as of the date of this Offer to Purchase.

The Bank Credit Facility is provided for in a Credit Agreement, dated as of January 31, 1997 (as amended, the "Credit Agreement"), with Bank of America National Trust and Savings Association, as agent (the "Agent"), and the other financial institutions party thereto. The Credit Agreement provides for an unsecured revolving line of credit of $300 million, which terminates on January 31, 2002. As of the date of this Offer to Purchase, no borrowings were outstanding under the Bank Credit Facility. The effective interest rate on borrowings under the Bank Credit Facility is computed on the basis of specified alternative interest rate formulas from which Parent may select. Parent believes that, as of the date of this Offer to Purchase, such interest rate formulas would result in rates of interest within the range of 5.5% to 6.5% per annum.

Advances under the Bank Credit Facility are conditioned upon (i) proper notice to the Agent, (ii) the accuracy of the representations and warranties of Parent set forth in the Credit Agreement (including representations and warranties with respect to corporate existence, subsidiaries, corporate authorization, governmental authorization, noncontravention, compliance with laws, litigation, absence of defaults, use of proceeds, certain financial statements and ERISA compliance), (iii) the absence, since the date of specified financial statements, of any changes in Parent's consolidated financial condition or results of operations sufficient to impair Parent's ability to repay its borrowings under the Credit Agreement, and (iv) the absence of any default under the Credit Agreement. Prior to entering into the Merger Agreement, Parent obtained a waiver of certain provisions of the Credit Agreement that would have prohibited the use of proceeds of borrowings under the Credit Agreement to pay for Shares purchased pursuant to the Offer and that would have prohibited the consummation of the Merger.

The foregoing summary of the Credit Agreement and the waiver thereunder obtained by Parent is qualified in its entirety by reference to the full text of the Credit Agreement and such waiver, which are incorporated by reference and copies of which have been filed with the Commission as exhibits to the Schedule 14D-1. The Credit Agreement and such waiver may be examined at, and copies thereof may be obtained from, the offices of the Commission in the same manner as set forth in Section 8 above.

11. BACKGROUND OF THE OFFER

Over the past several years, Parent has considered a number of possible acquisitions, business combinations and other transactions of or with other companies in the forest products industry and, in connection therewith, engaged in brief discussions with representatives of Company in early 1997. Following the divestiture of Parent's California redwood properties and other nonstrategic assets in June 1998, Parent's efforts in this area intensified. Among other companies considered by Parent in this regard was the Company.

On October 12, 1998, Mark A. Suwyn, the Chairman and Chief Executive Officer of Parent, contacted George T. Brophy, the Chairman, and Chief Executive Officer of Company, and informed him that Parent was interested in exploring the possible acquisition of Company by Parent and indicated a potential purchase price of $11.00 per Share. Mr. Brophy informed Mr. Suwyn that Company might be willing to engage in these discussions, but only if a customary confidentiality agreement was signed. On October 19, 1998, Parent and Company entered into an agreement providing for the confidential treatment of any discussions relating to a possible acquisition of Company by Parent and of any

confidential information exchanged by Company and Parent in connection with such discussions. On October 28, 1998, representatives of Parent and Company met to review and discuss financial, business, operational and other information regarding Company.

On November 4, 1998, a representative of Parent indicated to a representative of Kohlberg & Co. (certain affiliates of which own 46.0% of the Shares outstanding as of January 14, 1999), who was also a member of Company's Board of Directors, that Parent might be willing to pay a purchase price in the range of $12.00 to $13.00 per Share for all outstanding Shares, and reviewed with the Kohlberg & Co. representative certain financial assumptions underlying Parent's valuation of Company's business. The Kohlberg & Co. representative indicated that he believed that Company's Board of Directors and stockholders would not favor a transaction in that price range.

Further discussions were held between November 4, 1998 and November 10, 1998 among representatives of Parent and Company regarding Parent's valuation assumptions and indicated purchase price. On November 10, 1998, representatives of Parent indicated to representatives of Company that Parent might be willing to increase its indicated price to $14.50 per Share depending upon its review of information relating to Company, its level of assurance that, if announced, the transaction would be completed and other factors. The representatives of Company indicated to the representatives of Parent that they believed that any price less than $15.00 per Share would be unacceptable to Company's Board of Directors and stockholders.

Thereafter, through approximately January 18, 1999 and with generally increasing frequency, representatives of Parent had various meetings and discussions with representatives of Company in connection with Parent's due diligence review of Company.

On December 21, 1998, Parent proposed that the Company undertake for a period of less than 30 days to negotiate exclusively with Parent in pursuit of the possible acquisition of Company by Parent for between $14.50 and $15.00 per Share in cash. In subsequent discussions, Parent also indicated that any definitive agreement for an acquisition of Company by Parent would be conditioned upon the Principal Stockholders contractually committing themselves to support and participate in the transaction. Company rejected Parent's request for exclusivity and emphasized Company's position that the purchase price be $15.00 per Share. Without making any commitment as to the specific manner in which the Principal Stockholders might agree to support any transaction that might ultimately be negotiated, Company indicated that it was willing to continue discussions with Parent.

Parent subsequently reiterated its request for exclusivity on a number of occasions. On each such occasion, Company refused to grant Parent exclusivity, but indicated its willingness to pursue discussions for an acquisition of Company by Parent. Parent also requested that the Principal Stockholders agree to tender their Shares into the Offer, vote in favor of the Merger and grant Parent an option on their Shares in connection with the proposed transaction. The Principal Stockholders indicated a willingness to agree to tender their Shares and vote in favor of the Merger, but resisted Parent's request for an option.

On January 8, 1998, representatives of Parent and Company, including Messrs. Suwyn and Brophy, met to discuss the possible acquisition of Company by Parent. At that meeting, the representatives of Parent indicated to the representatives of Company that, subject to satisfactory completion of Parent's financial, business and operational review of Company, Parent would be willing to increase its indicated price to $15.00 per Share in cash and representatives of Company orally agreed not to actively solicit any third party for a competing transaction through January 17, 1999.

Thereafter, business, legal and financial representatives of Company and Parent met or continued discussions of the possible transaction on numerous occasions, including on a substantially continuous basis during the period from January 12 through January 18, 1999. During this period, Parent made it clear to the Company that it would not proceed with the transaction without an option on the Principal Stockholders' Shares. On January 18, 1999, the Principal Stockholders agreed to grant such option and to the final terms of the Stockholder Agreement. Later that day, the respective Boards of Directors of Parent and Company approved the Merger Agreement and the Board of Directors of Parent approved the Stockholder Agreement. Such agreements were then executed and delivered by the respective parties thereto and the transaction was publicly announced on January 19, 1999.

12. PURPOSE OF THE OFFER AND THE MERGER; PLANS FOR COMPANY; THE MERGER AGREEMENT; THE STOCKHOLDER AGREEMENT; OTHER MATTERS

PURPOSE OF THE OFFER AND THE MERGER. The purpose of the Offer and the Merger is to enable Purchaser to acquire control of Company and the entire equity interest in Company. The Offer is intended to increase the likelihood that the Merger will be completed promptly. The acquisition of the entire equity interest in Company has been structured as a cash tender offer followed by a cash merger in order to provide a prompt and orderly transfer of ownership of Company from the Stockholders to Parent and to provide the Stockholders with cash in a per Share amount equal to the Offer Consideration for all of their Shares.

PLANS FOR COMPANY. Following the Merger, Company will be operated as a wholly owned subsidiary of Parent. Except as otherwise provided in this Offer to Purchase, and for possible transactions between Company and other subsidiaries of Parent in connection with the integration of the business conducted by Company with the other businesses of Parent and its subsidiaries, Purchaser and Parent have no current plans or proposals that would result in an extraordinary corporate transaction, such as a merger, reorganization, liquidation or sale or transfer of a material amount of assets involving Company or any subsidiary of Company, or any other material changes in Company's capitalization, dividend policy, corporate structure, business or composition of its management.

Parent intends, from time to time after completion of the Offer, to evaluate and review Company's operations and the potential opportunities for rationalization and the achievement of synergies with Parent's operations, and to consider what, if any, changes would be desirable in light of the results of such evaluations and reviews. After such review, it is possible that Parent might modify its current plans not to dispose of any significant businesses or assets of Company and not effect any significant changes in Company's operations.

THE MERGER AGREEMENT. The following is a summary of the material terms of the Merger Agreement. This summary is not a complete description of the terms and conditions of the Merger Agreement and is qualified in its entirety by reference to the full text of the Merger Agreement, which is incorporated by reference and a copy of which has been filed with the Commission as an exhibit to the Schedule 14D-1. The Merger Agreement may be examined at, and copies thereof may be obtained from, the offices of the Commission in the same manner as set forth in Section 8 above.

THE OFFER. The Merger Agreement provides for the commencement of the Offer. Without the prior written consent of Company, Purchaser has agreed not to (and Parent has agreed to cause Purchaser not to) (i) decrease or change the form of the Offer Consideration or decrease the number of Shares sought pursuant to the Offer, (ii) amend any term of the Offer in any manner adverse to holders of Shares, (iii) change the conditions to the Offer, (iv) impose additional conditions to the Offer, (v) waive the Minimum Share Condition, or (vi) extend the Expiration Date (except that Purchaser may, without the consent of Company, (a) extend the Offer, if at the Expiration Date any of the conditions to Purchaser's obligation to purchase Shares is not satisfied, until such time as such condition is satisfied or waived, and (b) extend the Offer for any period required by any rule, regulation, interpretation or position of the Commission or the Staff thereof). Except as set forth above and subject to applicable legal requirements, Purchaser may amend the Offer or waive any condition to the Offer in its sole discretion.

BOARD REPRESENTATION. The Merger Agreement provides that promptly upon the purchase by Purchaser pursuant to the Offer of such number of Shares (together with any Shares then owned by Parent or any of its subsidiaries) which represents a majority of the outstanding Shares (on a fully diluted basis) on the date of purchase, and from time to time thereafter, (i) Parent will be entitled to designate such number of directors, rounded up to the next whole number as will give Parent representation on the Board equal to the product of (a) the number of directors on the Board (giving effect to any increase in the number of directors pursuant to the Merger Agreement) and (b) the percentage that such number of Shares so purchased (together with any Shares then owned by Parent or any of its subsidiaries), bears to the aggregate number of Shares outstanding on the date of purchase (such number being the "Board

Percentage"), and (ii) Company will, upon request by Parent, promptly cause Parent's designees constituting the Board Percentage to be elected to the Board by (x) increasing the size of the Board or (b) using reasonable efforts to secure the resignations of such number of directors as is necessary to enable Parent's designees to be elected to the Board and will use its best efforts to cause Parent's designees promptly to be so elected, subject in all instances to compliance with Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder. Following the election or appointment of Parent's designees pursuant to the Merger Agreement and prior to the Effective Time, any amendment or termination of the Merger Agreement, waiver of the obligations or other acts of Parent or Purchaser or waiver of Company's rights thereunder will require the concurrence of a majority of the Continuing Directors (defined as those directors of Company then in office who were directors of Company on the date of the Merger Agreement and who voted to approve the Merger Agreement and such additional directors of Company, if any, who are not affiliated with Parent, Purchaser or any of their affiliates and who were designated as "Continuing Directors" by a majority of the directors who were Continuing Directors at the time of such designation). Company is today mailing to the Stockholders a copy of an Information Statement prepared in accordance with Rule 14f-1 promulgated under the Exchange Act, relating to the possible designation by Parent, pursuant to the Merger Agreement, of certain persons to be appointed to the Board otherwise than at a meeting of the Stockholders.

CONSIDERATION TO BE PAID IN THE MERGER. The Merger Agreement provides that, on the terms and subject to the conditions set forth in the Merger Agreement and in accordance with the DGCL, Purchaser will be merged with and into Company at the Effective Time. In the Merger, each Share issued and outstanding immediately prior to the Effective Time (excluding Shares owned by Company or any of its subsidiaries or Shares owned by Parent, Purchaser or any other subsidiary of Parent and Dissenting Shares (as defined in the Merger Agreement)) will be converted into the right to receive the Offer Consideration, payable in cash to the holder thereof without any interest thereon, less any required withholding taxes, upon surrender and exchange of a certificate representing such Shares. Each share of the capital stock of Purchaser issued and outstanding immediately prior to the Effective Time will be converted into and become one fully paid and nonassessable share of Common Stock, par value $0.01 per share, of the Surviving Corporation (as defined in the Merger Agreement), which will thereupon become a wholly owned subsidiary of Parent. Each Share and all other shares of capital stock of Company that are owned by Company or any subsidiary of Company and all Shares owned by Parent, Purchaser or any other subsidiary of Parent will be canceled and retired and will cease to exist and no consideration will be delivered or deliverable in exchange therefor. The Merger will become effective upon the filing of a certificate of merger with the Secretary of State of the State of Delaware or at such time thereafter as is provided in the certificate of merger.

COMPANY STOCK OPTIONS. The Merger Agreement provides that, at the Effective Time, each then-outstanding option to purchase Shares (collectively, the "Options") under Company's Amended and Restated Stock Option Plan, 1994 Director Stock Option Plan, 1994 Employee Stock Option Plan and new employee compensation policy (collectively, the "Stock Option Plans"), whether or not then exercisable, will, in settlement thereof, receive for each Share subject to such Option an amount (subject to any applicable withholding tax) in cash equal to the difference between the Offer Consideration and the per Share exercise price of such Option to the extent such difference is a positive number (such amount being hereinafter referred to as, the "Option Consideration"); PROVIDED, HOWEVER, that with respect to any person subject to Section 16(a) of the Exchange Act, any such amount shall be paid as soon as practicable after the first date payment can be made without liability to such person under Section 16(b) of the Exchange Act. Upon receipt of the Option Consideration therefor, each Option will be canceled. The surrender of an Option to Company in exchange for the Option Consideration will be deemed a release of any and all rights the holder had or may have had in respect of such Option.

Company has agreed to use its reasonable best efforts to obtain all necessary consents or releases from holders of Options under the Stock Option Plans and take all such other lawful action as may be

necessary to give effect to the transactions contemplated by the Merger Agreement. Except as otherwise agreed to by the parties, (i) the Stock Option Plans will terminate as of the Effective Time and the provisions in any other plan, program or arrangement providing for the issuance or grant of any other interest in respect of the capital stock of Company or any subsidiary thereof will be canceled as of the Effective Time and (ii) Company will use its reasonable best efforts to assure that following the Effective Time no participant in the Stock Option Plans or other plans, programs or arrangements will have any right thereunder to acquire any equity securities of Company, the Surviving Corporation or any subsidiary thereof and to terminate all such plans.

STOCKHOLDER MEETING. The Merger Agreement provides that Company will, as soon as practicable following the acceptance for payment of and payment for Shares by Purchaser in the Offer, if required by applicable law to consummate the Merger, duly call, give notice of, convene and hold a meeting of its Stockholders for the purpose of considering and voting upon the Merger Agreement. In connection with such meeting, if required by applicable law to consummate the Merger, Company, in consultation with Parent, will prepare and file with the Commission a proxy statement or information statement, together with any supplement or amendment thereto (the "Proxy Statement"). Company has agreed to use its reasonable efforts to respond to all Commission comments with respect to the Proxy Statement and, subject to compliance with the Commission's rules and regulations, to cause such proxy statement to be mailed to the Stockholders at the earliest practicable date.

If Purchaser, or any other wholly owned subsidiary of Parent, acquires at least 90% of the outstanding Shares in the Offer, at the request of Purchaser, all parties to the Merger Agreement will take all necessary actions to cause the Merger to become effective as soon as practicable after the expiration of the Offer, without a meeting of the Stockholders, in accordance with the provisions of Section 253 of the DGCL.

REPRESENTATIONS AND WARRANTIES. The Merger Agreement contains various representations and warranties of the parties. These include representations and warranties by Company with respect to: (i) organization, standing and corporate power; (ii) authority and noncontravention; (iii) consents and approvals; (iv) capital structure; (v) documents filed with the Commission; (vi) absence of certain changes or events and undisclosed material liabilities; (vii) certain information required by the Exchange Act and other applicable law; (viii) real property and other assets; (ix) Year 2000 compliance; (x) intellectual property; (xi) infringement; (xii) material contracts; (xiii) litigation; (xiv) compliance with laws; (xv) environmental laws; (xvi) taxes; (xvii) benefit plans; (xviii) absence of changes in benefit plans; (xix) labor matters; (xx) brokers' fees; (xxi) opinion of one of its financial advisors; and (xxii) voting requirements.

Parent and Purchaser have also made certain representations and warranties with respect to: (i) organization, standing and corporate power; (ii) authority and noncontravention; (iii) consents and approvals; (iv) certain information required by the Exchange Act and other applicable law; (v) financing; (vi) brokers' fees; and (vii) operations of Purchaser.

No representations and warranties made by Company, Parent or Purchaser will survive beyond the Effective Time.

CONDUCT OF BUSINESS PENDING THE MERGER. Company has agreed that during the period from the date of the Merger Agreement until the Effective Time, except as expressly provided for in the Merger Agreement or the agreement of Company for the sale of its fiber cement plant (the "Fiber Cement Agreement"), Company will, and will cause its subsidiaries to, conduct their businesses only in the ordinary course of business consistent with past practice and, to the extent consistent therewith, will use reasonable efforts to preserve intact its current business organizations, keep available the services of its current key officers and employees and preserve the goodwill of those engaged in material business relationships with Company. Company has further agreed that during this period and except as expressly provided in the Merger Agreement or the Fiber Cement Agreement, it will not, nor will it permit any of its subsidiaries to: (i) (a) declare, set aside or pay any dividends on, or make any other

distributions (whether in cash, securities or other property) in respect of, any of its outstanding capital stock (other than, with respect to a subsidiary of Company, to its corporate parent), (b) split, combine or reclassify any of its outstanding capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its outstanding capital stock, or (c) purchase, redeem or otherwise acquire any shares of outstanding capital stock or any rights, warrants or options to acquire any such shares, except for the acquisition of Shares from holders of Options in full or partial payment of the exercise price payable by such holder upon exercise of Options; (ii) issue, sell, grant, pledge or otherwise encumber any shares of its capital stock, any other voting securities or any securities convertible into or exchangeable for, or any rights, warrants or options to acquire, any such shares, voting securities or convertible or exchangeable securities, other than upon the exercise of Options outstanding on the date of the Merger Agreement; (iii) amend its certificate of incorporation, bylaws or other comparable charter or organizational documents other than as required for the performance by Company of its obligations under the Merger Agreement; (iv) directly or indirectly acquire, make any investment in, or make any capital contributions to, any person other than in the ordinary course of business consistent with past practice; (v) directly or indirectly sell, pledge or otherwise dispose of or encumber any of its properties or assets that are material to its business, except for sales, pledges or other dispositions or encumbrances in the ordinary course of business consistent with past practice; (vi) (a) incur any indebtedness for borrowed money or guarantee any such indebtedness of another person, other than indebtedness owing to or guarantees of indebtedness owing to Company or any direct or indirect wholly owned subsidiary of Company or (b) make any loans or advances to any other person, other than to Company or to any direct or indirect wholly owned subsidiary of Company and other than routine advances to employees consistent with past practice, except, in the case of clause (a), for borrowings under existing credit facilities described in the reports or other documents filed by the Company with the Commission in the ordinary course of business consistent with past practice; (vii) enter into any compromise or settlement of, or take any material action with respect to, any litigation, action, suit, claim, proceeding or investigation other than the prosecution, defense and settlement of routine litigation, actions, suits, claims, proceedings or investigations in the ordinary course of business; (viii) grant or agree to grant to any officer, employee or consultant any increase in wages or bonus, severance, profit sharing, retirement, deferred compensation, insurance or other compensation or benefits, or establish any new compensation or benefit plans or arrangements, or amend or agree to amend any existing Company employee benefit plans, except as may be required under existing agreements or by law or pursuant to the normal severance policies or practices of Company or its subsidiaries as in effect on the date of the Merger Agreement, or increases in salary or wages payable or to become payable in the ordinary course of business consistent with past practice; (ix) accelerate the payment, right to payment or vesting of any bonus, severance, profit sharing, retirement, deferred compensation, stock option, insurance or other compensation or benefits; (x) enter into or amend any employment, consulting, severance or similar agreement with any individual other than in the ordinary course of business consistent with past practice, except with respect to new hires of non-officer employees in the ordinary course of business consistent with past practice; (xi) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other material reorganization or any agreement relating to an Acquisition Proposal (as defined below); (xii) make any tax election or settle or compromise any income tax liability of Company or of any of its subsidiaries involving on an individual basis more than $100,000; (xiii) make any change in any method of accounting or accounting practice or policy, except as required by any changes in generally accepted accounting principles; (xiv) enter into any agreement, understanding or commitment that restrains, limits or impedes Company's ability to compete with or conduct any business or line of business; (xv) plan, announce, implement or effect any reduction in force, lay-off, early retirement program, severance program or other program or effort concerning the termination of employment of employees of Company or its subsidiaries; or (xvi) authorize any of, or commit or agree to take any of, the foregoing actions.

CONSENTS, APPROVALS AND FILINGS. The Merger Agreement provides that each of the parties to the Merger Agreement will (i) make promptly its respective filings, and thereafter make any other required

submissions, under the HSR Act and the Exchange Act, with respect to the Offer, the Merger and the other transactions contemplated by the Merger Agreement and (ii) use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the Offer, the Merger and the other transactions contemplated by the Merger Agreement, including without limitation using its reasonable best efforts to obtain all licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental entities and parties to contracts with Company and its subsidiaries as are necessary for the consummation of the Offer, the Merger and the other transactions contemplated by the Merger Agreement and to fulfill the conditions to the Offer and the Merger, except that in no event will Parent or any of its subsidiaries be required to agree or commit to divest, hold separate, offer for sale, abandon, limit its operation of or take similar action with respect to any assets (tangible or intangible) or any business interest of it or any of its subsidiaries (including without limitation the Surviving Company after consummation of the Merger) in connection with or as a condition to receiving the consent or approval of any governmental entity (including without limitation under the HSR Act). The Merger Agreement also provides that in case at any time after the Effective Time any further action is necessary or desirable to carry out the Merger Agreement, the proper officers and directors of each party to the Merger Agreement will use their reasonable best efforts to take such action. See Section 15.

EMPLOYEE BENEFIT MATTERS. The Merger Agreement provides that, from and after the Effective Time, Parent will, and will cause its subsidiaries (including the Surviving Company) to, honor and provide for payment of all accrued obligations and benefits under all employee benefit plans of Company and employment or severance agreements between Company and any persons who are or had been employees of Company or any of its subsidiaries at or prior to the Effective Time ("Covered Employees"), all in accordance with their respective terms.

The Merger Agreement further provides that, from and after the Effective Time, Parent will, and will cause its subsidiaries (including the Surviving Company) to, provide Covered Employees who remain in the employ of Parent or any such subsidiary employee benefits that are reasonably comparable to the employee benefits provided to similarly situated employees of Parent or any such subsidiary who are not Covered Employees. The Merger Agreement also provides that, to the extent Covered Employees are included in any benefit plan of Parent or its subsidiaries, Parent agrees that the Covered Employees will receive credit under such plan for service prior to the Effective Time with Company and its subsidiaries to the same extent such service was counted under similar employee benefit plans of Company for purposes of eligibility, vesting, eligibility for retirement (but not for benefit accrual) and, with respect to vacation, disability and severance, benefit accrual. The Merger Agreement also provides that, to the extent that Covered Employees are included in any medical, dental or health plan other than the plan or plans they participated in at the Effective Time, no such plans will include pre-existing condition exclusions, except to the extent that such exclusions were applicable under the similar Company employee benefit plan at the Effective Time, and all such plans will provide credit for any deductibles and co-payments applied or made with respect to each Covered Employee in the calendar year of the change.

Notwithstanding anything in the Merger Agreement to the contrary, from and after the Effective Time, the Surviving Company will have sole discretion over the hiring, promotion, retention, firing and other terms and conditions of the employment of employees of the Surviving Company. Except as otherwise provided in the Merger Agreement, nothing in the Merger Agreement prevents Parent or the Surviving Company from amending or terminating any Company benefit plan in accordance with its terms.

NO SOLICITATION. The Merger Agreement provides that, during the period from and including the date of the Merger Agreement to the Effective Time, Company will not, and will not authorize or permit any of its subsidiaries, or any of its or their affiliates, officers, directors, employees, agents or representatives (including without limitation any investment banker, financial advisor, attorney or accountant

retained by Company or any of its subsidiaries), to, directly or indirectly, initiate, solicit or encourage (including by way of furnishing information or assistance), or take any other action to facilitate, any Acquisition Proposal (as defined below), or enter into or maintain or continue discussions or negotiations with any person in furtherance of, or approve, agree to, endorse or recommend, any Acquisition Proposal, except that nothing in the Merger Agreement will prohibit the Board, prior to the time at which the Merger Agreement is adopted by the Stockholders, from furnishing information to, or entering into, maintaining or continuing discussions or negotiations with, any person that makes a bona fide written Acquisition Proposal after the date of the Merger Agreement under circumstances not involving any breach of the provisions described above in this sentence if, and to the extent that, (i) the Board, after consultation with and based upon the advice of independent legal counsel, determines in good faith that the failure to take such action would constitute a breach by the Board of its fiduciary duties to the Stockholders under applicable law and (ii) prior to furnishing any non-public information to such person, Company receives from such person an executed confidentiality agreement with provisions no less favorable to Company than the letter agreement relating to the furnishing of confidential information of Company to Parent. The Merger Agreement further provides that Company will promptly (and, in any event within 24 hours) notify Parent after receipt of any Acquisition Proposal or any request for information relating to Company or its subsidiaries or for access to the properties, books or records of Company or any of its subsidiaries by any person who has informed Company that such person is considering making, or has made, an Acquisition Proposal (which notice will identify the person making, or considering making, such Acquisition Proposal and will set forth the material terms of any Acquisition Proposal received), and that Company will keep Parent informed in reasonable detail of the terms, status and other pertinent details of any such Acquisition Proposal.

The Merger Agreement further provides that during the period from and including the date of the Merger Agreement to and including the Effective Time, neither the Board nor any committee thereof will withdraw or modify, or propose publicly to withdraw or modify, in a manner adverse to Parent or Purchaser, the approval of the Merger Agreement or the transactions contemplated thereby or the recommendation provided in the Introduction to this Offer to Purchase, except that nothing contained in the Merger Agreement will (i) prohibit the Board from withdrawing or modifying such recommendation following the receipt by Company after the date of the Merger Agreement, under circumstances not involving any breach of the provisions described in the immediately preceding paragraph, of an Acquisition Proposal if, and to the extent that, the Board, after consultation with and based upon the advice of independent legal counsel, determines in good faith that the failure to take such action would result in a breach by the Board of its fiduciary duties to the Stockholders under applicable law or (ii) prohibit the Board from, to the extent applicable, complying with Rule 14e-2 promulgated under the Exchange Act with regard to an Acquisition Proposal. Subject to Company's right to terminate the Merger Agreement under certain circumstances described below, no such action taken by the Board will permit Company to enter into any agreement providing for any transaction contemplated by an Acquisition Proposal for as long as the Merger Agreement remains in effect.

For purposes of the Merger Agreement, "Acquisition Proposal" means an inquiry, offer, proposal or indication of interest regarding any of the following (other than the transactions contemplated by the Merger Agreement, the Stockholder Agreement or the Fiber Cement Agreement) involving Company: (i) any merger, consolidation, share exchange, recapitalization, business combination, or other similar transaction; (ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition of all or substantially all of the assets of Company and its subsidiaries, taken as a whole, in a single transaction or series of related transactions; (iii) any tender offer or exchange offer or other acquisition of 20% or more of the outstanding shares of capital stock of Company or the filing of a registration statement under the Securities Act in connection therewith; or (iv) any public announcement of a proposal, plan or intention to do any of the foregoing or any agreement to engage in any of the foregoing.

FEES AND EXPENSES. The Merger Agreement provides that whether or not the Merger is consummated, each party will pay its own expenses incident to preparing for, entering into and carrying out the Merger Agreement and the consummation of the transactions contemplated thereby.

INDEMNIFICATION; DIRECTORS' AND OFFICERS' INSURANCE. The Merger Agreement provides that, for a period of six years after the Effective Time, the provisions with respect to indemnification set forth in the certificate of incorporation and bylaws of Purchaser will not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of individuals who at any time prior to the Effective Time were directors or officers of Company in respect of actions or omissions occurring at or prior to the Effective Time (including without limitation the transactions contemplated by the Merger Agreement), unless such modification is required by law.

The Merger Agreement also provides that from and after the Effective Time, Parent will, or will cause the Surviving Company to, indemnify, defend and hold harmless each person who is now, or has been at any time prior to the date thereof or who becomes prior to the Effective Time, an officer or director of Company (the "Indemnified Parties") against all losses, claims, damages, costs, expenses (including reasonable attorneys' fees and expenses), liabilities or judgments or amounts that are paid in settlement with the approval of the indemnifying party (which approval will not be unreasonably withheld) incurred in connection with any threatened or actual action, suit or proceeding based in whole or in part on or arising in whole or in part out of the fact that such person is or was a director or officer of Company ("Indemnified Liabilities"), including all Indemnified Liabilities based in whole or in part on, or arising in whole or in part out of, the Merger Agreement or the transactions contemplated thereby, in each case, to the full extent that a corporation is permitted under the DGCL to indemnify its own directors or officers, as the case may be (and shall pay expenses in advance of the final disposition of any such action, suit or proceeding to each Indemnified Party to the full extent permitted by the DGCL, upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount if it shall ultimately be determined that such person is not entitled to be so indemnified). The foregoing rights to indemnification under the Merger Agreement will continue in full force and effect for a period of four years from the Effective Time; provided, however, that all rights to indemnification in respect of any Indemnified Liabilities asserted or made within such period shall continue until the disposition of such Indemnified Liabilities.

The Merger Agreement provides that, for a period commencing at the Effective Time and expiring on the sixth anniversary of the Effective Time, Parent will cause to be maintained in effect policies of directors' and officers' liability insurance, for the benefit of those persons who are covered by Company's directors' and officers' liability insurance policies at the Effective Time, providing coverage with respect to matters occurring prior to the Effective Time that is at least equal to the coverage provided under Company's current directors' and officers' liability insurance policies, to the extent that such liability insurance can be maintained at an annual cost to Parent not greater than $350,000. The Merger Agreement further provides that if such insurance cannot be so maintained at such cost, Parent will maintain as much of such insurance as can be so maintained at a cost equal to $350,000.

CONDITIONS TO THE MERGER. Pursuant to the Merger Agreement, the obligation of each party to effect the Merger is subject to the satisfaction or written waiver prior to the Closing Date, of the following conditions: (i) Purchaser shall have accepted for payment and paid for all Shares validly tendered in the Offer and not withdrawn, provided, however, that, neither Parent nor Purchaser may invoke this condition if Purchaser has failed to purchase Shares so tendered and not withdrawn in violation of the terms of the Merger Agreement or the Offer; (ii) the Merger Agreement shall have been adopted by the affirmative vote of the holders of the requisite number of shares of capital stock of the Company if such vote is required pursuant to Company's certificate of incorporation, the DGCL or by applicable law; (iii) no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect; provided, however, that prior to invoking this condition the party so invoking this condition shall have complied with its obligations under the Merger Agreement relating to the taking of

actions necessary for the consummation of the Merger; and (iv) all necessary waiting periods under the HSR Act applicable to the Merger shall have expired or been earlier terminated.

TERMINATION. The Merger Agreement may be terminated and the transactions contemplated therein may be abandoned at any time prior to the Effective Time, notwithstanding the adoption of the Merger Agreement by the Stockholders, in any one of the following circumstances: (i) by mutual written consent duly authorized by the Boards of Parent and Company; (ii) by Parent or Company if Shares have not been purchased by Purchaser pursuant to the Offer on or before April 30, 1999, other than as a result of any material breach of any provision of the Merger Agreement by the party seeking to effect such termination; (iii) by Parent or Company if, as a result of the failure of any of the conditions to the Offer set forth in Section 14, the Offer shall have expired or Purchaser shall have terminated the Offer in accordance with the terms and conditions thereof without any Shares being purchased by Purchaser thereunder; provided, however, that the right to terminate the Merger Agreement pursuant to this provision will not be available to any party whose breach of or failure to fulfill its obligations under the Merger Agreement resulted in the failure of any such condition; (iv) by Parent or Company, if any court of competent jurisdiction or other governmental entity shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Merger or the acceptance for payment of, or payment for, the Shares pursuant to the Offer and such order, decree or ruling or other action shall have become final and nonappealable; provided that the party seeking to terminate this Agreement shall have used its reasonable best efforts to remove or lift such order, decree or ruling; (v) by Parent if the Board or any committee thereof shall have (a) withdrawn or modified in a manner adverse to Parent or Purchaser, or publicly taken a position materially inconsistent with, its approval or recommendation of the Merger Agreement, the Offer, the Merger or the other transactions contemplated thereby, (b) approved, endorsed or recommended an Acquisition Proposal, or (c) resolved or publicly disclosed any intention to do any of the foregoing; (vi) by Company, following the receipt by Company after the date hereof, under circumstances not involving any breach of the obligations of Company described under the caption "No Solicitation" above, of a bona fide written Acquisition Proposal, if the Board of Directors of Company, after consultation with and based upon the advice of independent legal counsel, shall have determined in good faith that the failure to terminate the Merger Agreement would constitute a breach by the Board of its fiduciary duties to the Stockholders under applicable law; provided that (a) Company has complied with specified provisions of the Merger Agreement, including specified notice provisions, (b) Company enters into a definitive agreement providing for the transactions contemplated by such Acquisition Proposal immediately following such termination, and (c) such termination shall not be effective until Company shall have paid to Parent the Fee (as defined below) in accordance with provisions of the Merger Agreement; or (vii) by Company if Purchaser or Parent shall have (a) failed to commence the Offer within five business days after the public announcement by Parent and Company of the Merger Agreement, (b) failed to pay for the Shares pursuant to the Offer in accordance with the Merger Agreement, or (c) breached in any material respect any of their respective representations, warranties, covenants or other agreements contained in the Merger Agreement, which breach described in this clause (c) is incapable of being cured or has not been cured within 20 days after the giving of written notice to Parent or Purchaser, as applicable, except such breaches described in this clause (c) as individually or in the aggregate would not reasonably be expected to materially and adversely affect the ability of Parent or Purchaser to complete the Offer or the Merger on the terms and subject to the conditions of the Merger Agreement. If the Merger Agreement is terminated under the circumstances described in clause (v) or (vi) above, Company will be obligated to pay Parent a fee in the amount of $5,000,000 (the "Fee"), which amount will be payable in immediately available funds (a) promptly (and in any event within three business days) after such termination, in the case of termination under the circumstances described in clause (v) above or (b) prior to or concurrently with such termination, in the case of termination under the circumstances described in clause (vi) above.

AMENDMENT. Subject to any applicable provisions of the DGCL, at any time prior to the Effective Time, the parties to the Merger Agreement may modify or amend the Merger Agreement by written

agreement executed and delivered by duly authorized officers of the respective parties. However, after the adoption of the Merger Agreement, no amendment will be made which would reduce the amount or change the type of consideration into which each Share will be converted upon consummation of the Merger. The Merger Agreement may not be modified or amended except by written agreement executed and delivered by duly authorized officers of each of the respective parties.

ASSIGNMENT. Neither the Merger Agreement nor any of the rights, interests or obligations thereunder may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties thereto without the prior written consent of the other parties, and any such assignment without such prior written consent will be null and void, except that Parent and/or Purchaser may assign the Merger Agreement to any direct or indirect wholly owned subsidiary of Parent without the prior consent of Company, provided that the Parent and/or Purchaser, as the case may be, will remain liable for all of its obligations under the Merger Agreement. Subject to the immediately preceding sentence, the Merger Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

TIMING. The exact timing and details for the Merger will depend upon legal requirements and a variety of other factors, including the number of Shares acquired by Purchaser pursuant to the Offer. Although Purchaser has agreed to cause the Merger to be consummated on the terms set forth above, there can be no assurance as to the timing of the Merger.

THE STOCKHOLDER AGREEMENT. As a condition and an inducement to the willingness of Parent and Purchaser to enter into the Merger Agreement, Parent and Purchaser requested that Kohlberg Associates, L.P., KABT Acquisition Company, L.P. and George T. Brophy (i.e., the "Principal Stockholders"), which collectively own 4,952,554 Shares, or approximately 46.4% of the Shares outstanding as of January 14, 1999 (and one of whom, Mr. Brophy, holds options to purchase an additional 710,000 Shares from Company), enter into the Stockholder Agreement. The following is a summary of the material terms of the Stockholder Agreement. This summary is not a complete description of the terms and conditions of the Stockholder Agreement and is qualified in its entirety by reference to the full text of the Stockholder Agreement, which is incorporated by reference and a copy of which has been filed with the Commission as an exhibit to the Schedule 14D-1. The Stockholder Agreement may be examined at, and copies thereof may be obtained from, the offices of the Commission in the same manner as set forth in Section 8 above.

TENDER OF SHARES. Each Principal Stockholder has agreed to cause to be validly tendered (and not withdrawn) pursuant to and in accordance with the terms of the Offer, not later than the tenth business day after commencement of the Offer, all Shares beneficially owned by such Principal Stockholder (such Shares, together with any other Shares the beneficial ownership of which is acquired by such Principal Stockholder, being such Principal Stockholder's "Subject Shares"). If the Offer is amended in any manner set forth in the Merger Agreement as requiring the consent of Company, the Principal Stockholders will not be obligated to tender their Subject Shares unless such amendment is made with their prior approval (which is not to be unreasonably withheld).

VOTING OF SHARES. At any meeting of the Stockholders called to consider and vote upon the adoption of the Merger Agreement (and at any and all postponements and adjournments thereof), and in connection with any action to be taken in respect of the adoption of the Merger Agreement by written consent of Stockholders, each Principal Stockholder has agreed to vote or cause to be voted (including by written consent, if applicable) all of such Principal Stockholder's Subject Shares in favor of the adoption of the Merger Agreement and in favor of any other matter necessary for the consummation of the transactions contemplated by the Merger Agreement and considered and voted upon at any such meeting or made the subject of any such written consent, as applicable.

At any meeting of the Stockholders called to consider and vote upon any Adverse Proposal (as defined below) (and at any and all postponements and adjournments thereof), and in connection with any action to be taken in respect of any Adverse Proposal by written consent of Stockholders, each Principal Stockholder has agreed to vote or cause to be voted (including by written consent, if applicable) all of such Principal Stockholder's Subject Shares against such Adverse Proposal. For purposes of the Stockholder Agreement, the term "Adverse Proposal" means any (a) Acquisition Proposal, (b) proposal or action that would reasonably be expected to result in a breach of any covenant, representation or warranty of Company set forth in the Merger Agreement, or (c) proposal or action that is intended or would reasonably be expected to impede, interfere with, delay or materially and adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement or the Stockholder Agreement.

IRREVOCABLE PROXY. Pursuant to the Stockholder Agreement, each Principal Stockholder has appointed Parent and any designee of Parent, each of them individually, such Principal Stockholder's proxy and attorney-in-fact pursuant to the provisions of Section 212 of the DGCL, with full power of substitution and resubstitution, to vote or act by written consent with respect to such Principal Stockholder's Subject Shares in accordance with the Stockholder Agreement. Each Principal Stockholder has agreed that the proxy is coupled with an interest and is irrevocable.

GRANT OF OPTION. Each Principal Stockholder has granted to Parent an irrevocable option (each, an "Option" and, collectively, the "Options") to purchase such Principal Stockholder's Subject Shares on the terms and subject to the conditions set forth in the Stockholder Agreement at a purchase price per share equal to $15.00 or the highest per share price paid in the Offer (the "Purchase Price"). If (i) the Offer is consummated but (whether due to improper tender or withdrawal of tender) Purchaser has not accepted for payment and paid for all of the Subject Shares, or (ii) the Merger Agreement is terminated (otherwise than by the mutual consent of the parties or as a result of the entry of a final, nonappealable injunction against the Offer or the Merger under circumstances not involving a breach by Company of its obligation to seek the removal thereof) in accordance with its terms for reasons other than the failure of Parent or Purchaser to fulfill their respective obligations under the Merger Agreement, the Options will, in any such case, become exercisable (in whole but not in part) upon the first to occur of any such event and remain exercisable (in whole but not in part) until the date that is 30 days after the date of the occurrence of an event described in clause (i) above, or the date that is 90 days after the date of the occurrence of the event described in clause (ii) above (the applicable period of exercisability being the "Option Period").

EXERCISE OF OPTION. Parent may exercise all of the Options, in whole but not in part, at any time or from time to time during the Option Period. Notwithstanding anything in the Stockholder Agreement to the contrary, Parent will be entitled to purchase all Subject Shares in respect of which it will have exercised an Option in accordance with the terms of the Stockholder Agreement prior to the expiration of the Option Period, and the expiration of the Option Period will not affect any rights thereunder which by their terms do not terminate or expire prior to or as of such expiration.

The Stockholder Agreement provides that, if Parent wishes to exercise an Option, it will deliver to the applicable Principal Stockholder (each a "Selling Stockholder") a written notice (an "Exercise Notice") to that effect which specifies a date (an "Option Closing Date") not earlier than three business days after the date such Exercise Notice is delivered for the consummation of the purchase and sale of such Subject Shares (an "Option Closing"). If the Option Closing cannot be effected on the Option Closing Date specified in the Exercise Notice by reason of any applicable judgment, decree, order, law or regulation, or because any applicable waiting period under the HSR Act shall not have expired or been terminated, (i) the Principal Stockholders have agreed to promptly take all such actions as may be requested by Parent, and will otherwise fully cooperate with Parent, to cause the elimination of all such

impediments to the Option Closing and (ii) the Option Closing Date specified in the Exercise Notice will be extended to the third business day following the elimination of all such impediments.

ADJUSTMENT UPON CHANGES IN CAPITALIZATION, ETC. In the event of any change in the capital stock of Company by reason of a stock dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares, extraordinary distribution or similar transaction, the type and number or amount of shares, securities or other property subject to each of the Options, and the Purchase Price payable therefor, will be adjusted appropriately, and proper provision will be made in the agreements governing such transaction, so that (a) Parent will receive upon exercise of any Option the type and number or amount of shares, securities or property that Parent would have retained and/or been entitled to receive in respect of the applicable Selling Stockholder's Subject Shares if the Option had been exercised immediately prior to such event relating to Company or the record date therefor, as applicable, and (b) the applicable Selling Stockholder will receive upon exercise of any Option granted by such Selling Stockholder the amount of cash that such Selling Stockholder would have received as a result of the exercise of the Option if the Option had been exercised immediately prior to such event relating to Parent or the record date therefor, as applicable. The foregoing adjustment will apply in a like manner to successive stock dividends, subdivisions, reclassifications, recapitalizations, splits, combinations, exchanges of shares, extraordinary distributions or similar transactions.

ACQUIRED SHARES. The Stockholder Agreement provides that, in the event that Subject Shares are acquired by Parent pursuant to the exercise of the Options (such acquired Subject Shares being "Acquired Shares") and Parent thereafter sells, transfers or disposes of Acquired Shares within 18 months after the acquisition of such Acquired Shares (any such sale, transfer or disposition of Acquired Shares occurring within such 18-month period being a "Sale"), Parent will promptly pay to the Selling Stockholders (pro rata, in proportion to the number of Acquired Shares purchased from each Selling Stockholder) an amount in cash equal to the positive difference (if any) between the aggregate proceeds received by Parent in the Sale (net of selling commissions, if any) and the aggregate Purchase Price paid by Parent for the Acquired Shares sold, transferred or disposed of in such Sale. Parent has agreed to effect any Sale of Acquired Shares only to an unaffiliated party in a bona fide arm's-length transaction.

REPRESENTATIONS AND WARRANTIES. The Stockholder Agreement contains various representations and warranties of the parties. Each Principal Stockholder has made certain representations and warranties with respect to: (i) title to such Principal Stockholder's Subject Shares; (ii) authority; and (iii) noncontravention. Each of Parent and Purchaser has made certain representations and warranties with respect to: (i) authority; (ii) noncontravention; and (iii) securities law compliance.

RESTRICTION ON TRANSFER OF SUBJECT SHARES, PROXIES AND NONINTERFERENCE. The Stockholder Agreement provides that no Principal Stockholder will, directly or indirectly: (A) except pursuant to the terms of the Stockholder Agreement and for the conversion of Subject Shares at the Effective Time pursuant to the terms of the Merger Agreement, offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of such Principal Stockholder's Subject Shares; (B) except pursuant to the terms of the Stockholder Agreement, grant any proxies or powers of attorney, deposit any of such Principal Stockholder's Subject Shares into a voting trust or enter into a voting agreement with respect to any of such Principal Stockholder's Subject Shares; or (C) take any action that would reasonably be expected to make any representation or warranty contained in the Stockholder Agreement untrue or incorrect or have the effect of impairing the ability of such Principal Stockholder to perform such Principal Stockholder's obligations under the Stockholder Agreement or preventing or delaying the consummation of any of the transactions contemplated thereby.

NO SOLICITATION. The Principal Stockholders have agreed that they will not, and will not authorize or permit any of their respective officers, directors, employees, agents or representatives (including without limitation any investment bankers, financial advisors, attorneys or accountants) to, directly or indirectly, initiate, solicit, or encourage (including by way of furnishing information or assistance), or take any other action to facilitate, any Acquisition Proposal, or enter into or maintain or continue discussions or negotiations with any person in furtherance of, or approve, agree to, endorse or recommend, any Acquisition Proposal.

TERMINATION. The Stockholder Agreement will terminate immediately upon the earlier of (i) the Effective Time and (ii) the date on which the Option Period expires (or, if later, the date on which the last Option Closing occurs). The Stockholder Agreement provides that Parent and Purchaser will not amend the Merger Agreement to increase the Merger Consideration without the prior written consent of the Principal Stockholders representing a majority of the Subject Shares subject to the Stockholder Agreement.

OTHER MATTERS

APPRAISAL RIGHTS. No appraisal rights are available to Stockholders in connection with the Offer. However, if the Merger is consummated, a Stockholder will have certain rights under Section 262 of the DGCL to dissent and demand appraisal of, and payment in cash for the fair value of, that Stockholder's Shares. Those rights, if the statutory procedures are complied with, could lead to a judicial determination of the fair value (excluding any value arising from the Merger) required to be paid in cash to dissenting Stockholders for their Shares. Any judicial determination of the fair value of Shares could be based upon considerations other than or in addition to the Merger Consideration and the market value of the Shares, including asset values and the investment value of the Shares. The value so determined could be more or less than the Merger Consideration.

If a Stockholder who demands appraisal under Section 262 of the DGCL fails to perfect, or effectively withdraws or loses, his or her right to appraisal as provided in the DGCL, the Shares of that Stockholder will be converted into the right to receive the Merger Consideration in accordance with the Merger Agreement. A Stockholder may withdraw his demand for appraisal by delivering to Purchaser a written withdrawal of such demand for appraisal and acceptance of the Merger.

Failure to precisely follow the steps required by Section 262 of the DGCL for the perfection of appraisal rights may result in the loss of those rights.

GOING-PRIVATE TRANSACTIONS. Rule 13e-3 under the Exchange Act is applicable to certain "going-private" transactions. Purchaser does not believe that Rule 13e-3 will be applicable to the Merger, unless, among other things, the Merger is completed more than one year after termination of the Offer. If applicable, Rule 13e-3 would require, among other things, that certain financial information regarding Company and certain information regarding the fairness of the Merger and the consideration offered to minority Stockholders be filed with the Commission and disclosed to minority Stockholders prior to consummation of the Merger.

13. DIVIDENDS AND DISTRIBUTIONS

If, on or after the date of the Merger Agreement, and prior to the Effective Time, the outstanding Shares are changed into a different number of shares of a different class, by reason of any stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, the Offer Consideration will be correspondingly adjusted on a per-share basis to reflect such stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares.

If, on or after the date of the Merger Agreement, Company (i) acquires currently outstanding Shares, or otherwise causes a reduction in the number of outstanding Shares or (ii) issues or sells additional

Shares, shares of any other class of capital stock, other voting securities or any securities convertible into, or rights, warrants or options, conditional or otherwise, to acquire, any of the foregoing then, subject to the provisions of Section 14, Purchaser in its sole discretion, may make such adjustments as it deems appropriate in the Offer Consideration and other terms of the Offer, including, without limitation, the number or type of securities offered to be purchased.

If, on or after the date of the Merger Agreement, Company declares or pays any cash dividend on the Shares, makes other distributions on the Shares or issues with respect to the Shares any additional Shares, shares of any other class of capital stock, other voting securities or any securities convertible into, or rights, warrants or options, conditional or otherwise, to acquire, any of the foregoing, payable or distributable to Stockholders of record prior to the transfer of the Shares purchased pursuant to the Offer to Purchaser or its nominee or transferee on Company's stock transfer records, then, subject to Section 14 below, (i) the Offer Consideration may, in the sole discretion of Purchaser, be reduced by the amount of any cash dividend or cash distribution and (ii) the whole of any non-cash dividend, distribution or issuance to be received by the tendering Stockholders will (A) be received and held by the tendering Stockholders for the account of Purchaser and will be required to be promptly remitted and transferred by each tendering Stockholder to the Depositary for the account of Purchaser, accompanied by appropriate documentation of transfer or (B) at the direction of Purchaser, be exercised for the benefit of Purchaser, in which case the proceeds of exercise promptly will be remitted to Purchaser. Pending the remittance and subject to applicable law, Purchaser will be entitled to all rights and privileges as owner of any non-cash dividend, distribution, issuance or proceeds and may withhold the entire Offer Consideration or deduct from the Offer Consideration the amount or value of the non-cash dividend, distribution, issuance or proceeds, as determined by Purchaser in its sole discretion.

Pursuant to the terms of the Merger Agreement, Company is prohibited from taking any of the actions described in the three preceding paragraphs and nothing in this Offer to Purchase shall constitute a waiver by Purchaser or Parent of any of its rights under the Merger Agreement or a limitation of remedies available to Purchaser or Parent for any breach of the Merger Agreement, including termination of the Merger Agreement.

14. CERTAIN CONDITIONS OF THE OFFER

Notwithstanding any other provision of the Offer, Purchaser will not be required to accept for payment or, subject to any applicable rules and regulations of the Commission, including Rule 14e-1(c) under the Exchange Act (relating to Purchaser's obligation to pay for or return tendered Shares promptly after expiration or termination of the Offer), to pay for any Shares tendered, and may postpone the acceptance for payment or, subject to the restrictions referred to above, payment for any Shares tendered, and, subject to the terms of the Merger Agreement, may amend or terminate the Offer (whether or not any Shares have theretofore been purchased or paid for pursuant to the Offer) if (i) there shall not have been validly tendered and not withdrawn prior to the time the Offer shall otherwise expire a number of Shares (together with any Shares then owned by Parent or any of its subsidiaries) which constitutes a majority of the Shares outstanding on a fully-diluted basis on the date of purchase ("on a fully diluted basis" having the following meaning, as of any date: the number of Shares outstanding (excluding Shares held as treasury stock by Company or any of its subsidiaries), together with the number of Shares Company is then required to issue pursuant to obligations outstanding at that date under employee stock option or other benefit plans or otherwise other than unvested Options), (ii) any applicable waiting periods under the HSR Act shall not have expired or been terminated prior to the expiration of the Offer; or (iii) if at any time on or after the date of the Merger Agreement and before acceptance for payment of, or payment for, such Shares, any of the following events shall have occurred and remain in effect:

(A) any United States or Canadian governmental entity or authority or any United States or Canadian court of competent jurisdiction in the United States or in Canada shall have enacted,

issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order which is in effect and which (1) materially restricts, prevents or prohibits consummation of the transactions contemplated by the Merger Agreement, including the Offer or the Merger, (2) prohibits or limits materially the ownership or operation by Parent or any of its subsidiaries of all or any material portion of the business or assets of Company and its subsidiaries taken as a whole or compels Company, Parent, or any of their subsidiaries to dispose of or hold separate all or any material portion of the business or assets of Company and its subsidiaries taken as a whole, or (3) imposes material limitations on the ability of Parent, Purchaser or any other subsidiary of Parent to exercise effectively full rights of ownership of any Shares, including, without limitation, the right to vote any Shares acquired by Purchaser pursuant to the Offer or otherwise on all matters properly presented to the Stockholders, including, without limitation, the approval and adoption of the Merger Agreement and the transactions contemplated thereby;

(B) there shall have been instituted or pending any action or proceeding before any United States or Canadian court or governmental entity or authority by any United States or Canadian governmental entity or authority seeking any order, decree or injunction having any effect set forth in paragraph (A) above;

(C) the representations and warranties of Company contained in the Merger Agreement (without giving effect to the materiality qualifications contained therein) shall not be true and correct as of the Expiration Date of the Offer (as the same may be extended from time to time) as though made on and as of such date (except for representations and warranties made as of a specified date, which need be true and correct only as of the specified date), except for any breach or breaches which, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on (i) the ability of Company to perform its obligations under the Merger Agreement or to consummate the transactions contemplated thereby or (ii) the assets, liabilities (actual or contingent), financial condition, results of operations or business of Company and its subsidiaries taken as a whole, excluding any change or development resulting from (x) events adversely affecting any principal markets served by the business of Company generally or affecting the hardboard siding industry generally which do not have a disproportionate adverse effect on Company or its subsidiaries, (y) general economic conditions, including changes in the economies of any of the jurisdictions in which Company or any of its subsidiaries conduct business, which do not have a disproportionate adverse effect on Company or its subsidiaries, or (z) the Merger Agreement, the Stockholder Agreement or any transaction contemplated thereby; provided that this exception shall not apply to the representations and warranties of Company relating to the capital structure of Company);

(D) Company shall not have performed or complied in all material respects with its obligations under the Merger Agreement to be performed or complied with by it and such failure continues until the later of (1) fifteen days after actual receipt by it of written notice from Purchaser setting forth in detail the nature of such failure or (2) the Expiration Date of the Offer;

(E) there shall have occurred any material adverse change, or any development that is reasonably likely to result in a material adverse change, in the assets, liabilities (actual or contingent), results of operations or business of Company and its subsidiaries taken as a whole, excluding any change or development resulting from (1) events adversely affecting any principal markets served by the business of Company generally or affecting the hardboard siding industry generally which do not have a disproportionate adverse effect on Company or its subsidiaries, (2) general economic conditions, including changes in the economies of any of the jurisdictions in which Company or any of its subsidiaries conduct business, which do not have a disproportionate adverse effect on Company or its subsidiaries, or (3) the Merger Agreement, the Stockholder Agreement or any transaction contemplated thereby;

(F) the Merger Agreement shall have been terminated in accordance with its terms;

(G) the Board or any committee thereof shall have (1) withdrawn or modified in a manner adverse to Parent or Purchaser, or publicly taken a position materially inconsistent with, its approval or recommendation of the Merger Agreement, the Offer, the Merger or the other transactions contemplated thereby, (2) approved, endorsed or recommended an Acquisition Proposal, or (3) resolved or publicly disclosed any intention to do any of the foregoing; or

(H) there shall have occurred (1) any general suspension of, or limitation on prices (other than suspensions or limitations triggered by price fluctuations on a trading day) for, trading in securities on any national securities exchange in the United States, (2) the declaration of a banking moratorium or any limitation or suspension of payments in respect of the extension of credit by banks or other lending institutions in the United States, (3) any commencement of war, armed hostilities or other international or national calamity directly involving the United States having a significant adverse effect on the functionality of financial markets in the United States, or (4) in the case of any of the foregoing existing at time of the commencement of the Offer, a material acceleration or worsening thereof.

The foregoing conditions (other than the Minimum Share Condition) are for the sole benefit of Purchaser and its affiliates and may be asserted by Purchaser regardless of the circumstances giving rise to any such condition or may be waived by Purchaser, in whole or in part, from time to time in its sole discretion, except as otherwise provided in the Merger Agreement. The failure by Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right and each such right will be deemed an ongoing right and may be asserted at any time and from time to time.

15. CERTAIN LEGAL MATTERS

Except as described in this Section 15, based on a review of publicly available filings made by Company with the Commission and other publicly available information concerning Company, but without any independent investigation, neither Purchaser nor Parent is aware of any license or regulatory permit that appears to be material to the business of Company and its subsidiaries, taken as a whole, that might be adversely affected by Purchaser's acquisition of Shares as contemplated in this Offer to Purchase or of any approval or other action by any governmental authority that would be required for the acquisition or ownership of Shares by Purchaser as contemplated in this Offer to Purchase. Should any such approval or other action be required, Purchaser and Parent presently contemplate that such approval or other action will be sought, except as described below, under "State Takeover Laws." While, except as otherwise expressly described in this Section 15, Purchaser does not presently intend to delay the acceptance for payment of or payment for Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that failure to obtain any such approval or other action might not result in consequences adverse to Company's business or that certain parts of Company's business might not have to be disposed of if such approvals were not obtained or other actions were not taken or in order to obtain any such approval or other action. If certain types of adverse action are taken with respect to the matters discussed below, Purchaser could decline to accept for payment or pay for any Shares tendered. See Section 14 above for certain conditions to the Offer.

STATE TAKEOVER LAWS. A number of states throughout the United States have enacted takeover statutes that purport, in varying degrees, to be applicable to attempts to acquire securities of corporations that are incorporated or have assets, stockholders, executive offices or places of business in those states. In EDGAR V. MITE CORP., the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Act, which, as a matter of state securities law, made certain corporate acquisitions more difficult. In CTS CORP. V. DYNAMICS CORP. OF AMERICA, however, the Supreme Court of the United States held that a state may, as a matter of corporate law and, in particular, those laws concerning corporate governance, constitutionally disqualify a potential acquiror from voting on the

affairs of a target corporation without prior approval of the remaining stockholders, provided that the laws were applicable only under certain conditions.

Section 203 of the DGCL limits the ability of a Delaware corporation to engage in business combinations with "interested stockholders" (defined as any beneficial owner of 15% or more of the outstanding voting stock of the corporation) unless, among other things, the corporation's board of directors has given its prior approval of either the business combination or the transaction which resulted in the stockholder becoming an "interested stockholder." Company has represented in the Merger Agreement that Section 203 of the DGCL is not applicable to the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger.

Based on information supplied by Company and Company's representations in the Merger Agreement, Purchaser does not believe that any other state takeover statutes apply to the Offer or the Merger. Neither Purchaser nor Parent has currently complied with any state takeover statute or regulation. Purchaser reserves the right to challenge the applicability or validity of any state law purportedly applicable to the Offer or the Merger and nothing in this Offer to Purchase or any action taken in connection with the Offer or the Merger is intended as a waiver of that right. If it is asserted that any state takeover statute is applicable to the Offer or the Merger and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, Purchaser might be required to file certain information with, or to receive approvals from, the relevant state authorities, and Purchaser might be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in consummating the Offer or the Merger. In such case, Purchaser may not be obligated to accept for payment or pay for any Shares tendered pursuant to the Offer.

ANTITRUST. Under the provisions of the HSR Act applicable to the Offer, the purchase of Shares under the Offer may be consummated following the expiration of a 15-calendar-day waiting period following the filing by Purchaser of a Notification and Report Form with respect to the Offer, unless Purchaser receives a request for additional information or documentary material from the Antitrust Division or the Federal Trade Commission (the "FTC") or unless early termination of the waiting period is granted. As of the date of this Offer to Purchase, it was expected that such filing would be made on or about January 25, 1999 and such waiting period would expire at 11:59 p.m. on or about February 9, 1999. If, within the initial 15-day waiting period, either the Antitrust Division or the FTC requests additional information or documentary material from Purchaser concerning the Offer, the waiting period will be extended and would expire 11:59 p.m., New York City time, on the tenth calendar day after the date of substantial compliance by Purchaser with such request. Only one extension of the waiting period pursuant to a request for additional information is authorized by the HSR Act. Thereafter, the waiting period may be extended only by court order or with the consent of Purchaser. In practice, complying with a request for additional information or documentary material can take a significant amount of time. In addition, if the Antitrust Division or the FTC raises substantive issues in connection with a proposed transaction, the parties frequently engage in negotiations with the relevant governmental agency concerning possible means of addressing those issues and may agree to delay consummation of the transaction while the negotiations continue. For information regarding the obligations of Company, Parent and Purchaser in this regard, see "The Merger Agreement--Consents, Approvals and Filings" in Section 12.

The FTC and the Antitrust Division frequently scrutinize the legality under the antitrust laws of transactions such as Purchaser's proposed acquisition of Company. At any time before or after Purchaser's purchase of Shares pursuant to the Offer, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or the consummation of the Merger or seeking the divestiture of Shares acquired by Purchaser or the divestiture of substantial assets of Purchaser or its subsidiaries, or Company or its subsidiaries. Private parties may also bring legal action under the antitrust laws under certain circumstances. There can be no assurance that a challenge to the

Offer on antitrust grounds will not be made or, if such a challenge is made, of the result of that challenge. See Section 14 for certain conditions to the Offer, including conditions with respect to litigation.

16. FEES AND EXPENSES

Parent has retained Goldman, Sachs & Co. to act as the Dealer Managers and to provide certain financial advisory services, D.F. King & Co., Inc. to act as the Information Agent and First Chicago Trust Company of New York to act as the Depositary in connection with the Offer. The Dealer Managers and the Information Agent may contact holders of Shares by mail, telephone, telex, telegraph and personal interview and may request brokers, dealers, commercial banks, trust companies and other nominees to forward the Offer materials to beneficial owners. The Dealer Managers, the Information Agent and the Depositary each will receive reasonable and customary compensation for their services, will be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities under the federal securities laws. Neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will be reimbursed by Purchaser for reasonable expenses incurred by them in forwarding material to their customers.

17. MISCELLANEOUS

The Offer is not being made to (nor will tenders be accepted from or on behalf of) Stockholders residing in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of the jurisdiction. However, Purchaser may, in its discretion, take such action as it may deem necessary to make the Offer in any jurisdiction and extend the Offer to Stockholders in that jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by the Dealer Managers or one or more registered brokers or dealers that are licensed under the laws of the jurisdiction.

Purchaser has filed with the Commission the Schedule 14D-1 pursuant to Rule 14d-1 under the Exchange Act containing certain additional information with respect to the Offer. The Schedule and any amendments to the Schedule, including exhibits, may be examined and copies may be obtained from the principal office of the Commission in the manner set forth in Section 8 above (except that they will not be available at the regional offices of the Commission).

No person has been authorized to give any information or to make any representation on behalf of Purchaser not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, the information or representation must not be relied upon as having been authorized.

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF PURCHASER AND PARENT

A. DIRECTORS AND EXECUTIVE OFFICERS OF PURCHASER

The directors of Purchaser are Mark A. Suwyn, Curtis M. Stevens and J. Ray Barbee. The executive officers of Purchaser are Mark A. Suwyn, J. Ray Barbee, Joseph Kastelic, Curtis M. Stevens, William Hebert, Anton C. Kirchhof and Gary C. Wilkerson. Each of the directors and executive officers of Purchaser is also an executive officer of Parent. Information concerning the name, present principal occupation or employment and material occupation, positions, offices or employment for the past five years of each director and executive officer of Purchaser is set forth in the table of the directors and executive officers of Parent. The business address of each such person is 111 S.W. Fifth Avenue, Portland, Oregon 97204. All directors and officers of Purchaser are citizens of the United States.

B. DIRECTORS AND EXECUTIVE OFFICERS OF PARENT

The following table sets forth the name, present principal occupation or employment and material occupations, positions, offices or employment for the past five years of each director and executive officer of Parent and Purchaser. Unless otherwise indicated below, (i) each individual has held his or her positions for more than the past five years and (ii) the business address of each person is 111 S.W. Fifth Avenue, Portland, Oregon 97204. Except as otherwise stated below, all directors and officers listed below are citizens of the United States. Directors are identified with a single asterisk.

NAME AND ADDRESS	AGE AT 12/31/98	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY	PERIOD SERVED
*Mark A. Suwyn.....	56	Chairman of the Board and Chief Executive Officer of Parent	Since 1996
		Executive Vice President of International Paper Company (2 Manhattanville Rd., Purchase, NY 10577)	1992-1995
J. Ray Barbee.....	51	Vice President, Sales and Marketing of Parent	Since 1998
		Director of Market Pulp Operations of Parent	1997
		Vice President and General Sales Manager of Boise Cascade Corporation (1111 W. Jefferson Street, Boise, ID 83728)	1989-1997
*John W. Barter..... 51 Society St. Charleston, SC 29401	51	Private investor	Since 1998
		Executive Vice President of Allied Signal, Inc. and President of Allied Signal Automotive (101 Columbia Rd., Morristown, NJ 07962-1057).	1994-1997
		Senior Vice President and Chief Financial Officer of Allied Signal, Inc.	1988-1994
*William C. Brooks..... 1239 Washington Blvd. Detriot, MI 48226	65	Chairman, Brooks Group International, Ltd.	Since 1997
		Vice President, Corporate Affairs of General Motors Corporation (100 Renaissance Center, Detroit, MI 48243)	Prior to 1997

NAME AND ADDRESS	AGE AT 12/31/98	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY	PERIOD SERVED
*Archie W. Dunham..... 600 N. Dairy Ashford Rd. Houston, TX 77079	59	Chief Executive Officer and President of Conoco, Inc. and director of E.I. du Pont de Nemours and Company (1007 Market St., Wilmington, DE 19898); Various other senior executive positions with Conoco, Inc.	
*Pierre S. du Pont IV... One Rodney Square 920 King St. Wilmington, DE 19801	63	Partner in the law firm of Richards, Layton & Finger	
Warren C. Easley.....	56	Vice President, Technology and Quality of Parent	Since 1996
		Technical Manager, North American Nylon, E.I. du Pont de Nemours (1007 Market St., Wilmington, DE 19898)	1992-1996
Richard W. Frost.....	46	Vice President, Timberlands and Fiber Procurement of Parent	Since 1996
		Vice President of S.D. Warren Company (225 Franklin Street, Boston, MA 02110)	1992-1996
*Bonnie G. Hill..... Times Mirror Sq. Los Angeles, CA 90012	57	President and Chief Executive Officer of the Times Mirror Foundation and Vice President of Times Mirror Company and Senior Vice President, Communications and Public Affairs for the Los Angeles Times	
		Dean of the McIntire School of Commerce at the University of Virginia (Charlottesville, Virginia 22903)	1992-1997
*Donald R. Kayser..... 4909 Roberts Road Boise, ID 83705	68	Chairman and Chief Executive Officer of Parent	1995-1996
		Retired	Prior to 1995
J. Keith Matheney.....	49	Vice President, Core Businesses of Parent	Since 1998
		Vice President, Sales and Marketing of Parent	1997-1998
		General Manager--Sales and Marketing of Parent	1996
		General Manager--Western Division of Parent	1996
		General Manager--Weather-Seal Division of Parent	1994-1996
		Director of Sales and Marketing--Northern Division of Parent	1986-1994
*Patrick F. McCartan.... North Point 901 Lakeside Avenue Cleveland, Ohio 44114	63	Managing partner of the law firm of Jones, Day, Reavis & Pogue	

NAME AND ADDRESS	AGE AT 12/31/98	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND FIVE-YEAR EMPLOYMENT HISTORY	PERIOD SERVED
*Lee C. Simpson..... #12 Loon Lane Sunriver, OR 97707	64	President and Chief Operating Officer of Parent	1995-1996
Curtis M. Stevens.....	46	Vice President, Chief Financial Officer and Treasurer of Parent	Since 1997
		Executive Vice President of Planar Systems (1400 N.W. Compton Drive, Beaverton, OR 97006)	1983-1997
Michael J. Tull.....	53	Vice President, Human Resources of Parent	Since 1996
		Corporate Vice President, Employee Quality and Development of Sharp Healthcare (3556 Ruffin Road, Bldg. B, San Diego, CA 92123)	1991-1996
Gary C. Wilkerson.....	52	Vice President and General Counsel of Parent	Since 1997
		Acting Senior Vice President, General Counsel and Secretary of the Consumer Operations Division of Ivax Pharmaceuticals (4400 Biscayne Blvd., Miami, FL 33137)	1997
		Vice President, General Counsel and Secretary of Maybelline, Inc. (3030 Jackson Avenue, Memphis, TN 38112)	1990-1996

Manually signed facsimile copies of the Letter of Transmittal, properly completed and duly signed, will be accepted. The Letter of Transmittal, certificates for Shares and any other required documents should be sent or delivered by each Stockholder of Company or his broker dealer, commercial bank, trust company or other nominee to the Depositary, at one of the addresses set forth below:

THE DEPOSITARY FOR THE OFFER IS:

First Chicago Trust Company of New York

BY MAIL:	BY OVERNIGHT COURIER:	BY HAND:
First Chicago Trust Company of New York Tenders & Exchanges Suite 4660 P.O. Box 2569 Jersey City, NJ 07303-2569	First Chicago Trust Company of New York Tenders & Exchanges 14 Wall Street 8th Floor, Suite 4680 New York, NY 10005	First Chicago Trust Company of New York Tenders & Exchanges c/o Securities Transfer & Reporting Services, Inc. 100 William Street, Galleria New York, NY 10038

Questions and requests for assistance may be directed to the Information Agent or the Dealer Managers at their respective addresses and telephone numbers listed below. Additional copies of this Offer to Purchase, the Letter of Transmittal and other tender offer materials may be obtained from the Information Agent as set forth below and will be furnished promptly at Purchaser's expense. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

THE INFORMATION AGENT FOR THE OFFER IS:

D.F. KING & CO., INC.
77 Water Street
New York, New York 10005

Banks and Brokerage Firms Call Collect: (212) 425-1685
ALL OTHERS CALL TOLL-FREE: (800) 290-6429

The Dealer Managers for the Offer are:

GOLDMAN, SACHS & CO.
85 Broad Street
New York, New York 10004

(800) 323-5678

LETTER OF TRANSMITTAL
TO TENDER SHARES OF COMMON STOCK
OF
ABT BUILDING PRODUCTS CORPORATION
PURSUANT TO THE OFFER TO PURCHASE
DATED JANUARY 25, 1999
OF
STRIPER ACQUISITION, INC.
A WHOLLY OWNED SUBSIDIARY
OF
LOUISIANA-PACIFIC CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 23, 1999, UNLESS THE OFFER IS EXTENDED.

THE DEPOSITARY FOR THE OFFER IS:
First Chicago Trust Company of New York

BY MAIL:	BY OVERNIGHT COURIER:	BY HAND:
First Chicago Trust Company of New York Tenders & Exchanges Suite 4660 P.O. Box 2569 Jersey City, NJ 07303-2569	First Chicago Trust Company of New York Tenders & Exchanges 14 Wall Street 8th Floor, Suite 4680 New York, NY 10005	First Chicago Trust Company of New York Tenders & Exchanges c/o Securities Transfer & Reporting Services, Inc. 100 William Street, Galleria New York, NY 10038

DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S)
(PLEASE FILL IN, IF BLANK, EXACTLY AS NAME(S) APPEAR(S) ON THE CERTIFICATE(S))

CERTIFICATES ENCLOSED
(ATTACH ADDITIONAL SIGNED LIST IF NECESSARY)

CERTIFICATE NUMBER(S)*	TOTAL NUMBER OF SHARES REPRESENTED BY CERTIFICATE(S)	NUMBER OF SHARES TENDERED**
TOTAL NUMBER OF SHARES		

* NEED NOT BE COMPLETED BY STOCKHOLDERS DELIVERING SHARES BY BOOK-ENTRY TRANSFER THROUGH THE DEPOSITARY.

** UNLESS OTHERWISE INDICATED, IT WILL BE ASSUMED THAT ALL SHARES REPRESENTED BY CERTIFICATES DELIVERED TO THE DEPOSITARY ARE BEING TENDERED. SEE INSTRUCTION 4.

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS WILL NOT CONSTITUTE A VALID DELIVERY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE THEREFOR PROVIDED BELOW AND COMPLETE THE SUBSTITUTE FORM W-9 SET FORTH BELOW.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be completed by holders of Shares (as defined below) of ABT Building Products Corporation ("Stockholders") if certificates evidencing Shares ("Certificates") are to be forwarded with this Letter of Transmittal or, unless an Agent's Message (as defined in the Offer to Purchase) is utilized, if delivery of Shares is to be made by book-entry transfer to an account maintained by First Chicago Trust Company of New York (the "Depositary") at The Depository Trust Company (the "Book-Entry Transfer Facility") pursuant to the procedures set forth in Section 3 of the Offer to Purchase (as defined below).

Stockholders whose Certificates are not immediately available or who cannot deliver either their Certificates for, or a Book-Entry Confirmation (as defined in Section 3 of the Offer to Purchase) with respect to, their Shares and all other required documents to the Depositary prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase) may tender their Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. See Instruction 2 hereof. Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.

/ / CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH THE BOOK-ENTRY TRANSFER FACILITY, AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN THE BOOK-ENTRY TRANSFER FACILITY MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER).

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

/ / CHECK HERE IF SHARES ARE BEING TENDERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING. PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY.

Name(s) of Registered Stockholder(s): _____

Window Ticket Number (if any): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution which Guaranteed Delivery: _____

Account Number: _____

Transaction Code Number: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to Striper Acquisition, Inc., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Louisiana-Pacific Corporation, a Delaware corporation ("Parent"), the above-described shares of common stock, par value $0.01 per share (the "Shares"), of ABT Building Products Corporation, a Delaware corporation (the "Company"), at a purchase price of $15.00 per Share, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated January 25, 1999 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, together with any amendments or supplements hereto or thereto, collectively constitute the "Offer"). The undersigned understands that Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more direct or indirect wholly owned subsidiary of Parent, the right to purchase all or any portion of the Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve Purchaser of its obligations under the Offer or prejudice the rights of the tendering Stockholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

Subject to, and effective upon, acceptance for payment of, or payment for, the Shares tendered herewith in accordance with the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms or conditions of any such extension or amendment), the undersigned hereby sells, assigns, and transfers to, or upon the order of, Purchaser all right, title and interest in and to all of the Shares that are being tendered hereby and any and all other Shares or other securities issued or issuable in respect thereof on or after January 25, 1999 (a "Distribution") and irrevocably constitutes and appoints the Depositary the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver Certificates evidencing such Shares (and any Distributions), or transfer ownership of such Shares (and any Distributions) on the account books maintained by the Book-Entry Transfer Facility, together, in any such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, Purchaser, upon receipt by the Depositary as the undersigned's agent, of the purchase price with respect to such Shares, (ii) present such Shares (and any Distributions) for transfer on the books of the Company, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any Distributions), all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each designee of Purchaser as the attorney-in-fact and proxy of the undersigned, each with full power of substitution and resubstitution, to the full extent of the undersigned's rights with respect to all Shares tendered herewith and accepted for payment and paid for by Purchaser (and any Distributions), including without limitation the right to vote such Shares (and any Distributions) in such manner as each such attorney and proxy or his substitute shall, in his sole discretion, deem proper. All such powers of attorney and proxies, being deemed to be irrevocable, shall be considered coupled with an interest in the Shares tendered with this Letter of Transmittal. Such appointment will be effective when, and only to the extent that, Purchaser accepts such Shares for payment. Upon such acceptance for payment, all prior powers of attorney and proxies given by the undersigned with respect to such Shares (and any Distributions) will be revoked, without further action, and no subsequent powers of attorneys and proxies may be given with respect thereto (and, if given, will be deemed ineffective). The designees of Purchaser will, with respect to the Shares (and any Distributions) for which such appointment is effective, be empowered to exercise all voting and other rights of the undersigned with respect to such Shares (and any Distributions) as they in their sole discretion may deem proper. Purchaser reserves the absolute right to require that, in order for Shares to be deemed validly tendered, immediately upon the acceptance for payment of such Shares, Purchaser or its designees be able to exercise full voting rights with respect to such Shares (and any Distributions), including voting at any meeting of Stockholders then scheduled.

All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby (and any Distributions) and that, when the same are accepted for payment and paid for by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances, and that the Shares tendered hereby (and any Distributions) will not be subject to any adverse claim. The undersigned, upon request, will execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale,

assignment and transfer of Shares tendered hereby (and any Distributions). In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of Purchaser any and all Distributions issued to the undersigned on or after January 25, 1999 in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and pending such remittance and transfer or appropriate assurance thereof, the Purchaser shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount of value thereof, as determined by Purchaser in its sole discretion.

The undersigned understands that the valid tender of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions to this Letter of Transmittal will constitute a binding agreement between the undersigned and the Purchaser with respect to such Shares upon the terms and subject to the conditions of the Offer.

The undersigned recognizes that, under certain circumstances set forth in the Offer to Purchase, the Purchaser may not be required to accept for payment any of the Shares tendered hereby.

Unless otherwise indicated in this Letter of Transmittal under "Special Payment Instructions," please issue the check for the purchase price and return any Certificates evidencing Shares not tendered or not accepted for payment in the name(s) of the registered holder(s) appearing under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price and return any Certificates evidencing Shares not tendered or not accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing under "Description of Shares Tendered." In the event that both the "Special Payment Instructions" and the "Special Delivery Instructions" are completed, please issue the check for the purchase price and return any such Certificates evidencing Shares not tendered or not accepted for payment (and accompanying documents, as appropriate) in the name(s) of, and deliver such check and return such Certificates (and accompanying documents, as appropriate) to, the person(s) so indicated. Unless otherwise indicated herein under "Special Payment Instructions," in the case of book-entry delivery of Shares, please credit the account maintained at the Book-Entry Transfer Facility indicated above with respect to any Shares not accepted for payment. The undersigned recognizes that Purchaser has no obligation pursuant to the "Special Payment Instructions" to transfer any Shares from the name of the registered holder if the Purchaser does not accept for payment any of the Shares tendered hereby.

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SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if Certificates for Shares not tendered or not accepted for payment and/or the check for the payment and the check for the purchase price of Shares accepted for payment are to be issued in the name of someone other than the undersigned, or if Shares delivered by book-entry transfer that are not accepted for payment are to be returned by credit to an account maintained at the Book-Entry Transfer Facility other than the account indicated above.

Issue check and certificate(s) to:
Name(s):_____

_____
(PLEASE TYPE OR PRINT)

Address: _____

_____
(INCLUDE ZIP CODE)

_____
(TAX IDENTIFICATION OR SOCIAL SECURITY NO.)
(ALSO COMPLETE SUBSTITUTE FORM W-9 ON THE REVERSE SIDE OF THIS FORM.)

- ---
- ---

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if Certificates for Shares not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail check and certificate(s) to:

Name: _____

_____
(PLEASE TYPE OR PRINT)

Address: _____

_____
(INCLUDE ZIP CODE)

- ---

IMPORTANT:
STOCKHOLDER: SIGN HERE AND COMPLETE SUBSTITUTE
FORM W-9 ON THE REVERSE SIDE OF THIS FORM

_____

_____
SIGNATURE(S) OF STOCKHOLDER(S)

Dated: _____, 1999

(MUST BE SIGNED BY THE REGISTERED HOLDER(S) EXACTLY AS NAME(S) APPEAR(S) ON THE CERTIFICATE OR ON A SECURITY POSITION LISTING OR BY PERSON(S) AUTHORIZED TO BECOME REGISTERED HOLDER(S) BY CERTIFICATES AND DOCUMENTS TRANSMITTED HEREWITH. IF SIGNATURE IS BY TRUSTEES, EXECUTORS, ADMINISTRATORS, GUARDIANS, ATTORNEYS-IN-FACT, AGENTS, OFFICERS OR CORPORATIONS OR OTHERS ACTING IN A FIDUCIARY OR REPRESENTATIVE CAPACITY, PLEASE PROVIDE THE FOLLOWING INFORMATION. SEE INSTRUCTION 5.)

Name: _____
(PLEASE TYPE OR PRINT)

Capacity (Full Title): _____

Address: _____

_____
(INCLUDE A ZIP CODE)

Area Code and Telephone No.: _____
(HOME)

_____
(BUSINESS)

Tax Identification or
Social Security No. _____
(COMPLETE SUBSTITUTE FORM W-9 BELOW)

GUARANTEE OF SIGNATURE(S)
(SEE INSTRUCTIONS 1 AND 5)

Authorized Signature(s): _____

Name: _____
(PLEASE TYPE OR PRINT)

Title: _____

Name of Firm: _____

Address: _____

_____
(INCLUDE ZIP CODE)

Area Code and Telephone No.: _____

Dated: _____, 1999

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. GUARANTEE OF SIGNATURES. Except as otherwise provided below, no signature guarantee is required on this Letter of Transmittal, (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for the purposes of this document, includes any participant in any of the Book-Entry Transfer Facility systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith and such registered holder has not completed the box entitled "Special Payment Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agents Medallion Program (an "Eligible Institution"). In all other cases, all signatures on the Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5. If the Certificates are registered in the name of a person other than the signer of this Letter of Transmittal or if payment is to be made or Certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered holder of the Certificates tendered, then the tendered Certificates must be endorsed or accompanied by duly executed stock powers, in either case signed exactly as the name or names of the registered owner or owners appear on the Certificates, with the signatures on the Certificates or stock powers guaranteed by an Eligible Institution as provided in this Letter of Transmittal. See Instruction 5.

2. REQUIREMENTS OF TENDER. This Letter of Transmittal is to be completed by Stockholders if Certificates evidencing Shares are to be forwarded with this Letter of Transmittal or, unless an Agent's Message is utilized, if delivery of Shares is to be made pursuant to the procedures for book-entry transfer set forth in Section 3 of the Offer to Purchase. For Shares to be validly tendered pursuant to the Offer, either (a) a Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer of Shares, an Agent's Message (as defined in Section 3 of the Offer to Purchase)), and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth in this Letter of Transmittal prior to the Expiration Date and either (i) Certificates representing tendered Shares must be received by the Depositary at one of those addresses prior to the Expiration Date or (ii) Shares must be delivered pursuant to the procedures for book-entry transfer set forth in Section 3 of the Offer to Purchase and a Book-Entry Confirmation must be received by the Depositary prior to the Expiration Date, or (b) the tendering Stockholder must comply with the guaranteed delivery procedures set forth below and in Section 3 of the Offer to Purchase.

Stockholders whose Certificates are not immediately available or who cannot deliver their Certificates and all other required documents to the Depositary or complete the procedures for book-entry transfer prior to the Expiration Date may nevertheless tender their Shares by following the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Purchaser, must be received by the Depositary on or prior to the Expiration Date, and (iii) Certificates representing all tendered Shares in proper form for transfer, or a Book-Entry Confirmation with respect to all the tendered Shares, together with a Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, and any required signature guarantees (or, in the case of a book-entry transfer of Shares, an Agent's Message), and any other documents required by this Letter of Transmittal, must be received by the Depositary within three New York Stock Exchange trading days after the date of such Notice of Guaranteed Delivery. If Certificates are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) must accompany each delivery.

The method of delivery of Certificates, this Letter of Transmittal and any other required documents is at the option and sole risk of the tendering Stockholder and delivery will be deemed made only when actually received by the Depositary. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering Stockholders, by execution of this Letter of Transmittal (or a manually signed facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

3. INADEQUATE SPACE. If the space provided in this Letter of Transmittal is inadequate, the information required under "Description of Shares Tendered" should be listed on a separate signed schedule attached to this Letter of Transmittal.

4. PARTIAL TENDERS. If fewer than all of the Shares represented by any Certificates delivered to the Depositary with this Letter of Transmittal are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such cases, a new Certificate for the remainder of the Shares that were evidenced by your old Certificate(s) will be sent, without expense, to the person(s) signing this Letter of Transmittal, unless otherwise provided in the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares evidenced by Certificate(s) delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. SIGNATURES ON LETTER OF TRANSMITTAL, INSTRUMENTS OF TRANSFER AND ENDORSEMENTS. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the Certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are owned of record by two or more joint owners, all the owners must sign this Letter of Transmittal.

If any of the tendered Shares are registered in different names on several Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates.

If this Letter of Transmittal or any Certificates or instruments of transfer are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, that person should so indicate when signing, and proper evidence satisfactory to the Purchaser of that person's authority to so act must be submitted.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares listed and transmitted hereby, no endorsements of Certificates or separate instruments of transfer are required unless payment is to be made, or Certificates not tendered or not purchased are to be issued or returned, to a person other than the registered holder(s). Signatures on the Certificates or instruments of transfer must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares evidenced by the Certificate(s) listed and transmitted hereby, the Certificate(s) must be endorsed or accompanied by appropriate instruments of transfer, in either case signed exactly as the name(s) of the registered holder(s) appear on the Certificates for such Shares. Signatures on the Certificates or instruments of transfer must be guaranteed by an Eligible Institution.

6. TRANSFER TAXES. Except as set forth in this Instruction 6, the Purchaser will pay or cause to be paid any transfer taxes with respect to the transfer and sale of Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Certificates for Shares not tendered or not purchased are to be registered in the name of, any person other than the registered holder(s), or if tendered Certificates are registered in the name of any person other than the person(s) signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered holder(s) or such person) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Certificate(s) listed in this Letter of Transmittal.

7. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If a check and Certificates for unpurchased Shares are to be issued in the name of a person other than the signer of this Letter of Transmittal or if a check is to be sent and Certificates are to be returned to someone other than the signer of this Letter of Transmittal or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. If any tendered Shares are not purchased for any reason and the Shares are delivered by book-entry transfer, the Shares will be credited to an account maintained at the Book-Entry Transfer Facility.

8. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions and requests for assistance may be directed to the Information Agent at its address or telephone number set forth below. Requests for additional copies of the Offer to Purchase, this Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to the Information Agent or to brokers, dealers, commercial banks and trust companies. Such materials will be furnished at Purchaser's expense.

9. WAIVER OF CONDITIONS. The conditions of the Offer may be waived by Purchaser (subject to certain limitations in the Merger Agreement (as defined in the Offer to Purchase)), in whole or in part, at any time or from time to time, in Purchaser's sole discretion.

10. BACKUP WITHHOLDING TAX. Each tendering Stockholder is required to provide the Depositary with a correct Taxpayer Identification Number ("TIN") on Substitute Form W-9, which is provided under "Important Tax Information" below and to certify that the Stockholder is not subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering Stockholder to a penalty and 31% federal income tax backup withholding on the payment of the purchase price for the Shares. If the tendering Stockholder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, the tendering Stockholder should follow the instructions set forth in Part III of the Substitute Form W- 9 and sign and date both the Substitute Form W-9 and the "Certificate of Awaiting Taxpayer Identification." If the Stockholder has indicated in Part III that a TIN has been applied for and the Depositary is not provided with a TIN by the time of payment, the Depositary will withhold 31% of all payments of the purchase price, if any, made thereafter pursuant to the Offer until a TIN is provided to the Depositary.

11. LOST OR DESTROYED CERTIFICATES. If any Certificate(s) representing Shares has been lost or destroyed, the holders should promptly notify the Transfer Agent, Harris Trust Company, at (312) 461-6001. The holders will then be instructed as to the procedure to be followed in order to replace the Certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed Certificates have been followed.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A MANUALLY SIGNED FACSIMILE, TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES (OR, IN THE CASE OF BOOK-ENTRY TRANSFER, AN AGENT'S MESSAGE), TOGETHER WITH CERTIFICATES OR A BOOK-ENTRY CONFIRMATION FOR SHARES AND ANY OTHER REQUIRED DOCUMENT, MUST BE RECEIVED BY THE DEPOSITARY, OR A NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE DEPOSITARY, PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under current federal income tax law, a Stockholder whose tendered Shares are accepted for payment is required to provide the Depositary (as payer) with such Stockholder's correct TIN on Substitute Form W-9 below. If such Stockholder is an individual, the TIN is his social security number. If the tendering Stockholder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, the Stockholder should so indicate on the Substitute Form W-9. See Instruction 10. If the Depositary is not provided with the correct TIN, the Stockholder may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, payments that are made to the Stockholder with respect to Shares purchased pursuant to the Offer may be subject to backup federal income tax withholding.

Certain Stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements and should indicate their status by writing "exempt" across the face of, and by signing and dating, the Substitute Form W-9. In order for a foreign individual to qualify as an exempt recipient, that Stockholder must submit a statement, signed under penalties of perjury, attesting to that individual's exempt status. Forms for such statements can be obtained from the Depositary. See the enclosed Guidelines for Certificates of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

If backup withholding applies, the Depositary is required to withhold 31% of any payments made to the Stockholder. Backup withholding is not an additional tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

PURPOSE OF SUBSTITUTE FORM W-9

To prevent backup federal income tax withholding with respect to payment of the purchase price for Shares purchased pursuant to the Offer, a Stockholder must provide the Depositary with his correct TIN by completing the Substitute Form W-9 below, certifying that the TIN provided on Substitute Form W-9 is correct (or that the Stockholder is awaiting a TIN) and that (i) such Stockholder is exempt from backup withholding, (ii) the Stockholder has not been notified by the Internal Revenue Service that he is subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the Internal Revenue Service has notified the Stockholder that he is no longer subject to backup withholding.

WHAT NUMBER TO GIVE THE DEPOSITARY

The Stockholder is required to give the Depositary the social security number or employer identification number of the record holder of the Shares tendered hereby. If the Shares are registered in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidance on which number to report.

PAYER'S NAME: FIRST CHICAGO TRUST COMPANY OF NEW YORK

SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE	PART I--Taxpayer Identification Number--For All Accounts Enter P your taxpayer identification number in the appropriate box. For most individuals and sole proprietors, this is your Social Security Number. For other entities, it is your Employer Identification Number. If you do not have a number, see "How to Obtain a TIN" in the enclosed GUIDELINES. Note: if the account is in more than one name, see the chart on page 2 of the enclosed GUIDELINES to determine what number to enter. --- PART II--For Payees Exempt From Backup Withholding (see enclosed GUIDELINES and complete as instructed therein).	Social security number --- OR Employer Identification Number --- If awaiting TIN, write "Applied For".
PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER	PART III CERTIFICATION.--Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number, or I am waiting for a number to be issued to me and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number, 31% of all reportable payments made to me thereafter will be withheld until I provide a number; (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) Any other information provided on this form is true, correct and complete. CERTIFICATION INSTRUCTIONS--You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2). --- SIGNATURE ---------- DATE----------, 1999	

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR INSTRUCTIONS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN THE BOX IN PART III OF THE SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalty of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 31% of all payments of the purchase price pursuant to the Offer made to me thereafter will be withheld until I provide a number.

SIGNATURE ---------- DATE ----------, 1999

THE INFORMATION AGENT FOR THE OFFER IS:

D.F. KING & CO., INC.
77 Water Street
New York, New York 10005
Banks and Brokerage Firms, Call Collect: (212) 425-1685
ALL OTHERS CALLS TOLL FREE: (800) 290-6429

THE DEALER MANAGERS FOR THE OFFER ARE:

GOLDMAN, SACHS & CO.

85 Broad Street
New York, New York 10004
(800) 323-5678

NOTICE OF GUARANTEED DELIVERY
FOR
TENDER OF SHARES OF COMMON STOCK
OF
ABT BUILDING PRODUCTS CORPORATION

(NOT TO BE USED FOR SIGNATURE GUARANTEES)

This Notice of Guaranteed Delivery, or one substantially equivalent to this form, must be used to accept the Offer (as defined below) if certificates representing shares of common stock, par value $0.01 per share (the "Shares"), of ABT Building Products Corporation, a Delaware corporation, are not immediately available or time will not permit all required documents to reach First Chicago Trust Company of New York (the "Depositary") prior to the Expiration Date (as defined in the Offer to Purchase), or the procedures for delivery by book- entry transfer cannot be completed on a timely basis. This Notice of Guaranteed Delivery may be delivered by hand or transmitted by facsimile transmission or mailed to the Depositary. See Section 3 of the Offer to Purchase.

THE DEPOSITARY FOR THE OFFER IS:
First Chicago Trust Company of New York

BY MAIL:	BY OVERNIGHT COURIER:	BY HAND:
First Chicago Trust Company of New York Tenders & Exchanges Suite 4660 P.O. Box 2569 Jersey City, NJ 07303-2569	First Chicago Trust Company of New York Tenders & Exchanges 14 Wall Street 8th Floor, Suite 4680 New York, NY 10005	First Chicago Trust Company of New York Tenders & Exchanges c/o Securities Transfer & Reporting Services, Inc. 100 William Street, Galleria New York, NY 10038

Telecopy: (201) 222-4720 or
(201) 222-4721

To confirm facsimile transmission only:
(201) 222-4707

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an "Eligible Institution" under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal and certificates for Shares to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.

Ladies and Gentlemen:

The undersigned hereby tenders to Striper Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Louisiana-Pacific Corporation, a Delaware corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated January 25, 1999 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"), receipt of which is hereby acknowledged, the number of Shares indicated below pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

- ---

Number of Shares: _____

Share Certificate Nos. (if available):

_____

_____

If Shares will be delivered by book-entry transfer, check the box:

/ / The Depository Trust Company
Account Number _____
Dated: _____, 1999

- ---
- ---

Name(s) of Record Holder(s): _____

_____
PLEASE TYPE OR PRINT

Address(es) _____

_____
ZIP CODE

Area Code and Telephone Number:

_____

_____

_____

_____
SIGNATURES(S)

- ---

THE GUARANTEE SET FORTH BELOW MUST BE COMPLETED.

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, an Eligible Institution (as such term is defined in Section 3 of the Offer to Purchase), hereby guarantees to deliver to the Depositary at one of its addresses set forth above (i) the certificates representing all tendered Shares, in proper form for transfer, or a Book Entry Confirmation (as defined in Section 3 of the Offer to Purchase) with respect to such Shares, (ii) a Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with all required signature guarantees, (or, in the case of a book-entry transfer of Shares, an Agent's Message (as defined in Section 3 of the Offer to Purchase)), and (iii) all other documents required by the Letter of Transmittal, all within three New York Stock Exchange trading days after the date hereof.

Name of Firm: AUTHORIZED SIGNATURE

Address: Name:
PLEASE TYPE OR PRINT

Title:

ZIP CODE

Area Code and
Tel. No.: Dated: , 1999

NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE OF GUARANTEED DELIVERY. CERTIFICATES FOR SHARES SHOULD BE DELIVERED ONLY WITH THE LETTER OF TRANSMITTAL.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
ABT BUILDING PRODUCTS CORPORATION
AT
$15.00 NET PER SHARE
BY
STRIPER ACQUISITION, INC.
A WHOLLY OWNED SUBSIDIARY
OF
LOUISIANA-PACIFIC CORPORATION

- ---
THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 23, 1999, UNLESS THE OFFER IS EXTENDED.
- ---

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

January 25, 1999

We have been appointed by Striper Acquisition, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Louisiana-Pacific Corporation, a Delaware corporation ("Parent"), to act as Dealer Managers in connection with its offer to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of ABT Building Products Corporation, a Delaware corporation (the "Company"), at $15.00 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in Purchaser's Offer to Purchase, dated January 25, 1999, and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"). Please furnish copies of the enclosed materials to those of your clients for whose accounts you hold Shares in your name or in the name of your nominee.

Enclosed herewith for your information and for forwarding to your clients are copies of the following documents:

1. Offer to Purchase, dated January 25, 1999.

2. Letter of Transmittal to tender Shares for your use and for the information of your clients, together with Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9 providing information relating to backup federal income tax withholding. Manually signed facsimile copies of the Letter of Transmittal may be used to tender Shares.

3. A letter to stockholders of the Company from George T. Brophy, Chairman and Chief Executive Officer of the Company, together with a Solicitation/Recommendation Statement on Schedule 14D-9.

4. Notice of Guaranteed Delivery for Shares to be used to accept the Offer if neither of the two procedures for tendering Shares set forth in the Offer to Purchase can be completed on a timely basis.

5. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer.

6. Return envelope addressed to First Chicago Trust Company of New York, the Depositary.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 23, 1999, UNLESS THE OFFER IS EXTENDED.

Please note the following:

1. The tender price is $15.00 per Share, net to the seller in cash.

2. The Offer is conditioned upon, among other things, there being validly tendered and not properly withdrawn prior to the Expiration Date (as defined in the Offer to Purchase) that number of Shares which (together with any Shares then owned by Parent or any of its subsidiaries) constitutes a majority of the Shares outstanding on a fully diluted basis on the date of purchase. The Offer is also subject to certain other conditions. See Section 14 of the Offer to Purchase.

3. The Offer is being made for all of the outstanding Shares.

4. Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer. However, federal income tax backup withholding at a rate of 31% may be required, unless an exemption is provided or unless the required tax identification information is provided. See Instruction 10 of the Letter of Transmittal.

5. The Offer and withdrawal rights will expire at 12:00 midnight, New York City time, on Tuesday, February 23, 1999, unless the Offer is extended.

6. The Board of Directors of the Company has unanimously determined that the Offer and the Merger (as defined in the Offer to Purchase) are fair to, and in the best interests of, the Company's stockholders, has unanimously approved the Merger Agreement (as defined in the Offer to Purchase) and the transactions contemplated by the Merger Agreement, including the Offer and the Merger, and unanimously recommends that the Company's stockholders accept the Offer and tender all their Shares pursuant thereto.

7. Notwithstanding any other provision of the Offer, payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (a) certificates for such Shares (the "Certificates") pursuant to the procedures set forth in Section 3 of the Offer to Purchase, or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to such Shares, (b) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed with any required signature guarantees (or, in the case of book-entry transfers, an Agent's Message (as defined in the Offer to Purchase)), and (c) any other documents required by the Letter of Transmittal. Accordingly, payment may not be made to all tendering stockholders at the same time depending upon when Certificates are actually received by the Depositary.

In order to take advantage of the Offer, (i) a duly executed and properly completed Letter of Transmittal (or a manually signed facsimile thereof) and any required signature guarantees (or, in the case of book-entry transfers, an Agent's Message), and any other required documents should be sent to the Depositary and (ii) either Certificates representing the tendered Shares or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) should be delivered to the Depositary in accordance with the instructions set forth in the Letter of Transmittal and the Offer to Purchase.

If holders of Shares wish to tender their Shares, but it is impracticable for them to forward the Certificates for such Shares or other required documents or complete the procedures for book-entry transfer prior to the Expiration Date, a tender may be effected by following the guaranteed delivery procedures specified in Section 3 of the Offer to Purchase.

Neither Purchaser nor Parent will pay any fees or commissions to any broker or dealer or other person (other than the Dealer Managers, the Information Agent or the Depositary, as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients. Purchaser will pay or cause to be paid any stock transfer taxes payable on the transfer of the Shares to it, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from D.F. King & Co., Inc., the Information Agent for the Offer, or the undersigned at their respective addresses and telephone numbers set forth on the back cover of the Offer to Purchase.

Very truly yours,

GOLDMAN, SACHS & CO.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF PURCHASER, PARENT, THE COMPANY, THE DEALER MANAGERS, THE INFORMATION AGENT, THE DEPOSITARY OR ANY AFFILIATE OF ANY OF THEM, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
ABT BUILDING PRODUCTS CORPORATION
BY
STRIPER ACQUISITION, INC.
A WHOLLY OWNED SUBSIDIARY
OF
LOUISIANA-PACIFIC CORPORATION
AT
$15.00 NET PER SHARE

- ---

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 23, 1999, UNLESS THE OFFER IS EXTENDED.

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To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated January 25, 1999 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") and other materials relating to the offer by Striper Acquisition, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Louisiana-Pacific Corporation, a Delaware corporation ("Parent"), to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of ABT Building Products Corporation, a Delaware corporation (the "Company"), at a purchase price of $15.00 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer. Holders of Shares whose certificates for such Shares (the "Certificates") are not immediately available or who cannot deliver their Certificates and all other required documents to the depositary for the Offer (the "Depositary") or complete the procedures for book-entry transfer on or prior to the Expiration Date (as defined in the Offer to Purchase) must tender their Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

We are (or our nominee is) the holder of record of Shares held by us for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

Accordingly, we request instructions as to whether you wish to have us tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the Offer.

Your attention is directed to the following:

1. The tender price is $15.00 per Share, net to the seller in cash.

2. The Offer is conditioned upon, among other things, there being validly tendered and not properly withdrawn prior to the Expiration Date that number of Shares which (together with any Shares then owned by Parent or any of its subsidiaries) constitutes a majority of the Shares outstanding on a fully-diluted basis on the date of purchase. The Offer is also subject to certain other conditions. See Section 14 of the Offer to Purchase.

3. The Offer is being made for all outstanding Shares.

4. Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer. However, federal income tax backup withholding at a

rate of 31% may be required, unless an exemption is provided or unless the required taxpayer identification information is provided. See Instruction 10 of the Letter of Transmittal.

5. The Offer and withdrawal rights will expire at 12:00 midnight, New York City time, on Tuesday, February 23, 1999, unless the Offer is extended.

6. The Board of Directors of the Company has unanimously determined that the Offer and the Merger (as defined in the Offer to Purchase) are fair to, and in the best interests of, the Company's stockholders, has unanimously approved the Merger Agreement (as defined in the Offer to Purchase), and the transactions contemplated by the Merger Agreement, including the Offer and the Merger, and unanimously recommends that the Company's stockholders accept the Offer and tender all of their Shares pursuant to the Offer.

7. Notwithstanding any other provision of the Offer, payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (a) Certificates pursuant to the procedures set forth in Section 3 of the Offer to Purchase, or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to such Shares, (b) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed with any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) in connection with a book-entry transfer, and (c) any other documents required by the Letter of Transmittal. Accordingly, payment may not be made to all tendering stockholders at the same time depending upon when Certificates are actually received by the Depositary.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares residing in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Purchaser by Goldman, Sachs & Co., the Dealer Managers of the Offer, or one or more registered brokers or dealers licensed under the laws of such jurisdictions.

If you wish to have us tender any or all of the Shares held by us for your account, please so instruct us by completing, executing, detaching and returning to us the instruction form set forth below. Please forward your instructions to us in ample time to permit us to submit a tender on your behalf prior to the Expiration Date. IF YOU AUTHORIZE THE TENDER OF YOUR SHARES, ALL SUCH SHARES WILL BE TENDERED UNLESS OTHERWISE SPECIFIED ON THE INSTRUCTION FORM SET FORTH BELOW.

INSTRUCTIONS WITH RESPECT TO THE
OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF
COMMON STOCK
OF
ABT BUILDING PRODUCTS CORPORATION
BY
STRIPER ACQUISITION, INC.
A WHOLLY OWNED SUBSIDIARY
OF
LOUISIANA-PACIFIC CORPORATION

The undersigned acknowledge(s) receipt of your letter, the enclosed Offer to Purchase, dated January 25, 1999, and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") in connection with the offer by Striper Acquisition, Inc., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Louisiana-Pacific Corporation, a Delaware corporation, to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of ABT Building Products Corporation, a Delaware corporation.

This will instruct you to tender to the Purchaser the number of Shares indicated below (or if no number is indicated below, all Shares) which are held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer.

Number of Shares to be Tendered:* _____

Date: _____

_____

SIGN HERE

Signature(s): _____

Print Name(s): _____

Print Address(es): _____

Area Code and Telephone Number(s): _____

Taxpayer Identification or Social Security Number(s): _____

* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

THIS FORM MUST BE RETURNED TO THE BROKERAGE FIRM MAINTAINING YOUR ACCOUNT.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER. Social Security numbers have nine digits separated by two hyphens: e.g., 000-00-0000. Employer Identification numbers have nine digits separated by only one hyphen: e.g., 00-0000000. The table below will help determine the number to give the payer.

	FOR THIS TYPE OF ACCOUNT:	GIVE THE SOCIAL SECURITY NUMBER OF--
1.	Individual	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)
5.	Sole proprietorship	The owner(3)

	FOR THIS TYPE OF ACCOUNT:	GIVE THE EMPLOYER IDENTIFICATION NUMBER OF--
6.	Sole proprietorship	The owner(3)
7.	A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(4)
8.	Corporate	The corporation
9.	Association, club, religious, charitable, educational or other tax-exempt organization	The organization
10.	Partnership	The partnership
11.	A broker or registered nominee	The broker or nominee
12.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agriculture program payments	The public entity

(1) List first and circle the name of the person whose number you furnish.

(2) Circle the minor's name and furnish the minor's social security number.

(3) Show the name of the owner.

(4) List first and circle the name of the legal trust, estate, or pension trust.

NOTE: IF NO NAME IS CIRCLED WHEN THERE IS MORE THAN ONE NAME, THE NUMBER WILL BE CONSIDERED TO BE THAT OF THE FIRST NAME LISTED.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

SECTION REFERENCES ARE TO THE INTERNAL REVENUE CODE.

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service (the "IRS") and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

The following is a list of payees exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except item (9). For broker transactions, payees listed in (1) through (13) and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except that a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

(1) A corporation.

(2) An organization exempt from tax under section 501(a), or an individual retirement plan ("IRA"), or a custodial account under 403(b)(7), if the account satisfies the requirements of section 401(f)(2).

(3) The United States or any of its agencies or instrumentalities.

(4) A State, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.

(5) A foreign government or any of its political subdivisions, agencies or instrumentalities.

(6) An international organization or any of its agencies or instrumentalities.

(7) A foreign central bank of issue.

(8) A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.

(9) A futures commission merchant registered with the Commodity Futures Trading Commission.

(10) A real estate investment trust.

(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

(12) A common trust fund operated by a bank under section 584(a).

(13) A financial institution.

(14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.

(15) A trust exempt from tax under section 664 or described in section 4947.

Payments of dividends and patronage dividends generally not subject to backup withholding also include the following:

- - Payments to nonresident aliens subject to withholding under section 1441.

- - Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident partner.

- - Payments of patronage dividends not paid in money.

- - Payments made by certain foreign organizations.

- - Section 404(k) payments made by an ESOP.

Payments of interest generally not subject to backup withholding include the following:

- - Payments of interest on obligations issued by individuals.

Note: YOU MAY BE SUBJECT TO BACKUP WITHHOLDING IF THIS INTEREST IS $600 OR MORE AND IS PAID IN THE COURSE OF THE PAYER'S TRADE OR BUSINESS AND YOU HAVE NOT PROVIDED YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER TO THE PAYER.

- - Payments of tax-exempt interest (including exempt interest dividends under section 852).

- - Payments described in section 6049(b)(5) to nonresident aliens.

- - Payments on tax-free covenant bonds under section 1451.

- - Payments made by certain foreign organizations.

- - Mortgage interest paid by you.

Payments that are not subject to information reporting are also not subject to backup withholding. For details see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A and 6050N, and the regulations under such sections.

PRIVACY ACT NOTICE

Section 6109 requires you to give your correct taxpayer identification number to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your taxpayer identification number whether or not you are qualified to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION. Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT
YOUR TAX CONSULTANT OR THE INTERNAL
REVENUE SERVICE

THIS ANNOUNCEMENT IS NEITHER AN OFFER TO PURCHASE NOR A SOLICITATION OF AN OFFER TO SELL SHARES. THE OFFER IS MADE SOLELY BY THE OFFER TO PURCHASE DATED JANUARY 25,1999 AND THE RELATED LETTER OF TRANSMITTAL AND IS NOT BEING MADE TO (NOR WILL TENDERS BE ACCEPTED FROM OR ON BEHALF OF) HOLDERS OF SHARES RESIDING IN ANY JURISDICTION IN WHICH THE MAKING OF THE OFFER OR ACCEPTANCE THEREOF WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION. IN ANY JURISDICTION WHERE THE SECURITIES, BLUE SKY OR OTHER LAWS REQUIRE THE OFFER TO BE MADE BY A LICENSED BROKER OR DEALER, THE OFFER SHALL BE DEEMED TO BE MADE ON BEHALF OF THE PURCHASER BY GOLDMAN, SACHS & CO., THE DEALER MANAGERS OF THE OFFER, OR ONE OR MORE REGISTERED BROKERS OR DEALERS LICENSED UNDER THE LAWS OF SUCH JURISDICTIONS.

Notice of Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
ABT Building Products Corporation
by
Striper Acquisition, Inc.
A Wholly-Owned Subsidiary
of
Louisiana-Pacific Corporation
at
$15.00 Net Per Share

Striper Acquisition, Inc., a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of Louisiana-Pacific Corporation, a Delaware corporation ("Parent"), is offering to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Shares"), of ABT Building Products Corporation, a Delaware corporation (the "Company"), at $15.00 per Share, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase dated January 25, 1999 (the "Offer to Purchase") and in the related Letter of Transmittal (which together constitute the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 23, 1999, UNLESS THE OFFER IS EXTENDED.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION DATE (AS DEFINED IN THE OFFER TO PURCHASE) THAT NUMBER OF SHARES OF COMMON STOCK, PAR VALUE $0.01 PER SHARE, OF THE COMPANY WHICH (TOGETHER WITH ANY SHARES THEN OWNED BY PARENT OR ANY OF ITS SUBSIDIARIES) CONSTITUTES A MAJORITY OF THE SHARES OF COMMON STOCK OUTSTANDING ON A FULLY DILUTED BASIS ON THE DATE OF PURCHASE (THE "MINIMUM SHARE CONDITION"). THE OFFER IS ALSO SUBJECT TO CERTAIN OTHER CONDITIONS SET FORTH IN THE OFFER TO PURCHASE. SEE SECTION 14 OF THE OFFER TO PURCHASE.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of January 19, 1999 (the "Merger Agreement"), among Parent, the Purchaser and the Company. The Merger Agreement provides that, among other things, the Purchaser will make the Offer and that following the purchase of Shares pursuant to the Offer, subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement and in accordance with relevant provisions of the Delaware General Corporation Law ("DGCL"), the Purchaser will be merged with and into the Company (the "Merger"). Following consummation of the Merger, the Company will continue as the surviving corporation and will be a wholly-owned subsidiary of Parent. At the effective time of the Merger (the "Effective Time"), each Share (excluding Shares owned by the Company or any subsidiary of the Company or by Parent or any subsidiary of Parent and any Shares owned by stockholders who have properly exercised their appraisal rights under Delaware law) issued and outstanding immediately prior to the Effective Time will be converted into the right to receive cash in an amount equal to the price per Share paid pursuant to the Offer, without interest (and less any required withholding taxes). The Merger Agreement is more fully described in Section 12 of the Offer to Purchase.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY DETERMINED THAT EACH OF THE OFFER AND THE MERGER IS FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY'S STOCKHOLDERS, HAS UNANIMOUSLY APPROVED THE MERGER AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER, AND UNANIMOUSLY RECOMMENDS THAT THE COMPANY'S STOCKHOLDERS ACCEPT THE OFFER AND TENDER ALL OF THEIR SHARES PURSUANT TO THE OFFER.

Concurrently with the execution and delivery of the Merger Agreement, Parent, the Purchaser and certain stockholders of the Company (the "Principal Stockholders") entered into a Stockholder Agreement (the "Stockholder Agreement"). Pursuant to the Stockholder Agreement, the Principal Stockholders, who collectively own 4,952,564 Shares, or approximately 46.4% of the shares outstanding as of January 14, 1999 (and one of whom holds options to purchase an additional 710,000 Shares from the Company), agreed, among other things, to tender all of such outstanding Shares pursuant to the Offer, and granted the Purchaser an option to purchase all of such outstanding Shares upon the occurrence of certain events. The foregoing agreement to tender and grant of an option also apply to any Shares acquired by any of the Principal Stockholders during the term of the Stockholder Agreement, including any Shares acquired upon the exercise of stock options. The Stockholder Agreement is more fully described in Section 12 of the Offer to Purchase.

For purposes of the Offer, the Purchaser shall be deemed to have accepted for payment (and thereby purchased) tendered Shares if, as and when the Purchaser gives oral or written notice to the Depositary (as defined in the Offer to Purchase) of its acceptance of such Shares for payment. Payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary (as defined in the Offer to Purchase) of (i) certificates for such Shares (or a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase)), (ii) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase), and (iii) any other documents required by the Letter of Transmittal.

The consummation of the Merger is subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement, including, if required, the approval of the Merger by the requisite vote of the stockholders of the Company. Under the DGCL, the stockholder vote necessary to approve the Merger will be the affirmative vote of a majority of the outstanding Shares, including Shares held by the Purchaser and its affiliates. If the Minimum Share Condition is satisfied and the Purchaser purchases Shares pursuant to the Offer, the Purchaser will be able to effect the Merger without the affirmative vote of any other stockholder of the Company. If the Purchaser acquires at least 90% of the outstanding Shares pursuant to the Offer or otherwise, the Purchaser will be able to effect the Merger pursuant to the "short-form" merger provisions of Section 253 of the DGCL, without prior notice to, or any action by, any other stockholder of the Company.

UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE TO BE PAID FOR SHARES PURSUANT TO THE OFFER, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT. SIMILARLY, NO INTEREST WILL BE PAID ON THE CONSIDERATION TO BE PAID IN THE MERGER TO STOCKHOLDERS WHO FAIL TO TENDER THEIR SHARES PURSUANT TO THE OFFER, REGARDLESS OF ANY DELAY IN EFFECTING THE MERGER OR MAKING SUCH PAYMENT.

The term "Expiration Date" shall mean 12:00 Midnight, New York City time, on Tuesday, February 23, 1999, unless and until the Purchaser (in accordance with the terms of the Merger Agreement), shall have extended the period of time during which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by the Purchaser, shall expire.

Subject to the terms of the Merger Agreement and the applicable rules and regulations of the Securities and Exchange Commission, the Purchaser may, under certain circumstances, (i) extend the period of time during which the Offer is open and thereby delay acceptance for payment of and the payment for any Shares, by giving oral or written notice of such extension to the Depositary and (ii) amend the Offer in any other respect by giving oral or written notice of such amendment to the Depositary. Any extension, delay, waiver, amendment or termination of the Offer will be

followed as promptly as practicable by a public announcement thereof, the announcement in the case of an extension to be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. During any such extension, all Shares previously tendered and not properly withdrawn will remain subject to the Offer, subject to the right of a tendering stockholder to withdraw such stockholder's Shares.

Tenders of Shares made pursuant to the Offer may be withdrawn at any time prior to the Expiration Date. Thereafter, such tenders are irrevocable, except that they may be withdrawn at any time after March 25, 1999 unless theretofore accepted for payment as provided in the Offer to Purchase. For a withdrawal to be effective, a written, telegraphic, telex or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth in the Offer to Purchase and must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holders of the Shares, if different from the person who tendered the Shares. If the Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal with (except in the case of Shares tendered by an Eligible Institution (as defined in the Offer to Purchase)) signatures guaranteed by an Eligible Institution must be submitted prior to the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the name of the registered holder (if different from that of the tendering stockholder) and the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn or, in the case of Shares tendered by book-entry transfer, the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

The information required to be disclosed by paragraph (e)(1)(vii) of Rule 14d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided the Purchaser with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares and will be furnished to brokers, banks and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

The Offer to Purchase and the related Letter of Transmittal contain important information which should be read carefully before any decision is made with respect to the Offer.

Requests for copies of the Offer to Purchase, the related Letter of Transmittal and other tender offer materials may be directed to the Information Agent or the Dealer Managers as set forth below, and copies will be furnished promptly at the Purchaser's expense. The Purchaser will not pay any fees or commissions to any broker or dealer or any other person (other than the Dealer Managers and the Information Agent) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

D.F. King & Co., Inc.
77 Water Street
New York, New York 10005
Banks and Brokers, Call Collect: (212) 425-1685
All Others Call Toll Free: (800) 290-6429

The Dealer Managers for the Offer are:

Goldman, Sachs & Co.
85 Broad Street
New York, New York 10004
(800) 323-5678

January 25, 1999

Exhibit 99(a)(8)

[LETTERHEAD OF LOUISIANA-PACIFIC]

NEWS RELEASE

Release No. 102-1-9

Contact:
Bill Hebert (Investor Rel.)
Gerry Soud (Media Rel.)

FOR IMMEDIATE RELEASE

Louisiana-Pacific To Accelerate Growth with Acquisition of ABT Building Products Corporation

Proposed Acquisition Will Expand Specialty Product Lines and Complement Commodity Offerings

(Portland, Ore: January 19, 1999) -- In a move designed to expand both the breadth and geographic scope of its building products offering, Louisiana-Pacific Corp. (NYSE: LPX) announced today that it has entered into a definitive agreement to purchase all outstanding shares of ABT Building Products Corporation (NASDAQ:ABTC) at $15 per share in cash. Louisiana-Pacific will commence a tender offer for the ABT Building Products Corporation shares by Monday, January 25, 1999. The transaction is valued at approximately $225 million, including assumption of debt. It is expected to close in late February.

"This acquisition will be a great strategic addition to our business," said Mark A. Suwyn, chairman and CEO of Louisiana-Pacific. "It accelerates our basic strategy of complementing our low cost efficiently produced commodity building products with a wide variety of specialty product offerings for our customers. In addition, ABT Building Products Corporation has highly-respected and talented employees who know how to grow a specialty products business and who share our customer focus philosophy."

The transaction is subject to compliance with certain regulatory requirements and other customary conditions, but has received the approval of the Boards of Directors of both companies. In addition, holders of approximately 46% of ABT Building Products Corporation's outstanding shares have agreed to tender their shares.

-MORE-

"We are delighted to join forces with an industry powerhouse like Louisiana-Pacific, with tremendous resources and high visibility in the marketplace," said George T. Brophy, Chairman and Chief Executive Officer of ABT. "The combination of L-P's capabilities with ABT's expertise in producing specialty building products, as well as the strong marketing relationships we've developed, offers excellent potential for us to achieve sustained gains in market share and profitability as a consolidated enterprise."

"The purchase of ABT Building Products Corporation is consistent with L-P's established acquisition criteria," said Curtis Stevens, L-P's Vice President and CFO. "We believe that it provides an excellent strategic fit that will rapidly grow our existing businesses and add to earnings."

Louisiana-Pacific, now in its 26th year, is a major building products company headquartered in Portland, Oregon, with manufacturing facilities throughout the United States and in Canada and Ireland. Visit L-P's website at: www.LPCorp.com.

Headquartered in Neenah, Wisconsin, ABT Building Products Corporation manufactures interior paneling, exterior hardboard and vinyl sidings and accessories, plastic mouldings, and specialty building products. The company has six manufacturing facilities in the U.S., and two in Canada. ABT Building Products Corporation recently announced the site of its fiber cement business which is expected to be finalized prior to the closure of this transaction. ABT Building Products Corporation's net sales in 1997 totaled $321 million. Visit ABT's website at www.ABTCO.com.

-30-

Forward-Looking Statements

Some statements in this document may constitute forward-looking statements within the meaning of the federal securities laws. Forward-looking statements include, without limitation, statements regarding the outlook for future operations, forecasts of future costs and expenditures, evaluation of market conditions, the outcome of legal proceedings, the adequacy of reserves, or plans for product development. Investors are cautioned that forward-looking statements are subject to an inherent risk that actual results may vary materially from those described herein. Factors that may result in such variance, in addition to those set forth under the above captions, include changes in interest rates, commodity prices, and other economic conditions; actions by competitors, changing weather conditions and other natural phenomena; actions by government authorities; uncertainties associated with legal proceedings; technological developments; future decisions by management in response to changing conditions; and misjudgments in the course of preparing forward-looking statements.

THIS CONSENT AND FIRST AMENDMENT TO CREDIT AGREEMENT ("Amendment"), dated as of December 31, 1997, is entered into by LOUISIANA-PACIFIC CORPORATION (the "Revolving Borrower"), LOUISIANA-PACIFIC CANADA LTD. ("OLDCO"), LOUISIANA-PACIFIC CANADA PULP CO. ("NEWCO"), BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as agent for itself and the Banks (the "Agent"), and the several financial institutions parties to the Credit Agreement referred to below (collectively, the "Banks").

RECITALS

A. The Revolving Borrower, OLDCO, the Banks, and Agent are parties to the Credit Agreement dated as of January 31,1997 (the "Credit Agreement"), pursuant to which the Agent and the Banks have extended certain credit facilities to the Revolving Borrower and the Term Borrower.

B. The Revolving Borrower has requested that the Agent and the Banks agree to permit NEWCO to assume the Term Loans and release OLDCO therefrom.

C. The Revolving Borrower has also reported to the Agent and the Banks that it intends to dispose of certain assets during to 1998 calendar year, the fair market value of which will exceed ten percent (10%) of the total consolidated assets of the Revolving Borrower, thus requiring a waiver from the Majority Banks under Section 7.02(b) of the Credit Agreement

D. The Banks now hereby wish to grant their consent to the disposition of certain asset of the Revolving Borrower, and the parties hereto wish to amend the Credit Agreement in certain respects as provided herein, all subject to the terms and conditions of this Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein or the context clearly indicates otherwise, capitalized terms used herein shall have the meanings, if any, assigned to them in the Credit Agreement.

2. Amendments to the Credit Agreement. The following Sections of the Credit Agreement are hereby amended as follows:

(a) The preamble shall be amended by deleting "Louisiana-Pacific Canada Ltd." and inserting "Louisiana-Pacific Canada Pulp Co." in its stead.

(b) Section 5.01 shall be amended by deleting the phrase "Each Borrower" and inserting the phrase "Revolving Borrower" in its stead; and deleting the phrase "such Borrower" and inserting the word "it" in its stead and inserting the following phrase after the semicolon at the end of the section: "Term Borrower is a Nova Scotia Unlimited Liability Company duly organized and existing under the laws of the

Province of Nova Scotia, Canada, and is properly qualified or registered under the laws of every jurisdiction in which it is doing business of a nature that requires qualification or registration of entities not organized under the laws of such jurisdiction;"

(c) Subsection 8.01(j) shall be amended by inserting the phrase, "(either directly or through a wholly-owned subsidiary)" after the word "own" and inserting the phrase, "or such intermediate wholly-owned subsidiary" before the semicolon at the end of the Subsection.

(d) Schedule 10.02 shall be amended by deleting the name end title "William L. Hebert, Treasurer and CFO" from the contact information for Louisiana-Pacific Corporation and inserting the name and title "Lynn L. Miller, Assistant Treasurer" in its stead and by inserting the following name and contact information following the contact information for Louisiana-Pacific Corporation:

LOUISIANA-PACIFIC CANADA PULP CO.

Address for Notices:
Louisiana-Pacific Canada Pulp Co.
111 S.W. Fifth Avenue
Portland, OR 97204
Attn: Lynn L. Miller
Assistant Treasurer
Telephone: (503) 221-0800
Facsimile: (503) 796-0319

(e) Each reference to "Louisiana-Pacific Canada Ltd." in the Exhibits to the Credit Agreement, other than in Exhibits D-1, D-2, and D-3, shall be amended by substituting "Louisiana-Pacific Canada Pulp Co." in its stead.

3. Release. The Agent and the Banks agree that, upon the Effective Date defined below, Louisiana-Pacific Canada Ltd. shall be released from its obligations as Term Borrower under the Credit Agreement, the Term Notes, and all agreements, documents, and certificates delivered pursuant to the Credit Agreement (collectively, the "Loan Documents").

4. Consent to Disposition of Assets. The Banks hereby agree that the sale, lease, sale and lease back, exchange, transfer or other disposition, during the 1998 calendar year, of the assets listed in Schedule I to this Amendment shall be disregarded in calculating compliance with Subsection 7.02(b) of the Credit Agreement for the 1998 calendar year.

5. Representations and Warranties. The Revolving Borrower, OLDCO and NEWCO hereby jointly and severally represent and warrant to the Agent and the Banks as follows:

(a) No Default or Event of Default has occurred and is continuing.

(b) On or before the Effective Date, NEWCO shall have been duly established as a Nova Scotia Unlimited Liability Company and the execution, delivery and performance by NEWCO of this Amendment and the Assumption Agreement of even date herewith shall have been duly authorized by all necessary corporate and other action and do not and will not require any registration with, consent or approval of, notice to or action by, any Person (including any governmental agency) in order to be effective and enforceable. On or before the Effective Date, the Loan Documents and the Assumption Agreement to which the Term Borrower is a signatory, as amended by this Amendment, shall constitute the legal, valid and binding obligations of NEWCO, enforceable against it in accordance with their respective terms, without defense, counterclaim or offset.

(c) On the Effective Date, all representations and warranties of the Borrowers contained in Article V of the Credit Agreement as amended by this Amendment are true and correct, and will remain true and correct following the substitution of NEWCO for OLDCO as the Term Borrower.

6. Effective Date. This Amendment will become effective on the first Business Day (the "Effective Date") upon which the Agent has received each of the following, in form and substance satisfactory to the Agent and each Bank, and with sufficient copies for each Bank:

(a) Amendment. This Amendment executed by the Revolving Borrower, OLDCO, NEWCO, the Agent, and each Bank and the Acknowledgement and Consent attached hereto executed by the Revolving Borrower;

(b) Resolutions; Incumbency.

(i) Copies of the resolutions of the Board of Directors of NEWCO approving and authorizing the execution, delivery and performance by the President of NEWCO on behalf of NEWCO of this Amendment and the other Documents being executed in connection herewith and the transactions contemplated hereby and thereby, certified as of the Effective Date by the Secretary of NEWCO; and

(ii) A certificate of the Secretary of NEWCO certifying the names and true signatures of the officers of NEWCO, authorized to execute, deliver and perform, as applicable, this Amendment on behalf of NEWCO, and all other documents to be delivered hereunder, as well as a certificate signed by the President of NEWCO stating that all representations and warranties contained herein are true and correct as of the Effective Date and that no Default or Event of Default exists as of the Effective Date;

(c) Organization Documents; Good Standing. Each of the following documents:

(i) the incorporation certificate of NEWCO certified by the Registrar of Joint Stock Companies (or similar applicable governmental authority) of the state of formation of NEWCO as of a recent date; and

(ii) a Status Certificate for NEWCO issued by the Registrar of Joint Stock Companies (or similar applicable governmental authority) of its state of incorporation or formation as of a recent date;

(d) Legal Opinions. opinion of Miller, Nash, Wiener, Hager & Carlsen LLP, as counsel to the Revolving Borrower, and an opinion of Law Office of Ivo R. Winter, as counsel to NEWCO, each addressed to the Agent and the Banks, in a form acceptable to the Majority Banks;

(e) Notes. Replacement Notes for each Bank that has elected to have its Loans so evidenced, that indicates the change of the Term Borrower pursuant to this Amendment, and that requests such a replacement Note before the Effective Date;

(f) Assumption of Obligations by NEWCO. An Assumption Agreement substantially in the form of Exhibit A; and

(g) Amendment Fee. Payment in immediately available funds of the amendment fee as previously agreed in the letter from the Agent to the Revolving Borrower dated December 11, 1997.

7. Reservation of Rights. The Borrowers acknowledge and agree that the execution and delivery by the Agent and the Banks of this Amendment shall not be deemed to create a course of dealing or otherwise obligate the Agent or the Banks to grant similar consents or amendments under the same or similar circumstances in the future.

8. Miscellaneous.

(a) Except as herein expressly amended, all terms, covenants and provisions of the Credit Agreement are and shall remain in full force and effect and all references therein to such Credit Agreement shall henceforth refer to the Credit Agreement as modified by this Amendment. This Amendment shall be deemed incorporated into, and a part of, the Credit Agreement.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No third party beneficiaries are intended in connection with this Amendment.

(c) This Amendment shall be governed by and construed in accordance with the laws of the State of California.

(d) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(e) This Amendment, together with the Credit Agreement, contains the entire and exclusive agreement of the parties hereto with reference to the matters discussed herein and therein. This Amendment supersedes all prior drafts and communications with respect thereto. This Amendment may not be amended except in accordance with the provisions of Section 10.01 of the Credit Agreement.

(f) If any term or provision of this Amendment shall be deemed prohibited by or invalid under any applicable law, such provision shall be invalidated without affecting the remaining provisions of this Amendment or the Credit Agreement, respectively.

(g) Borrower covenants to pay to or reimburse the Agent and the Banks, upon demand, for all costs and expenses (including allocated costs of in-house counsel) incurred in connection with the development, preparation, negotiation, execution and delivery of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

LOUISIANA-PACIFIC CORPORATION

By: /s/ Ann Stevens

Title: Vice President, Treasurer and Chief Financial Officer

By: /s/ Lynn L. Miller

Title: Assistant Treasurer

LOUISIANA-PACIFIC CANADA PULP CO.

By: /s/ Ann Stevens

Title: Vice President, Treasurer and Chief Financial Officer

By: /s/ Lynn L. Miller

Title: Assistant Treasurer

LOUISIANA-PACIFIC CANADA LTD.

By: /s/ Ann Stevens

Title: Vice President, Treasurer and Chief Financial Officer

By: /s/ Lynn L. Miller

Title: Assistant Treasurer

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Agent

By: /s/ Christy R. Gerherd

Title: Vice President

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as a Bank

By: /s/ Christy R. Gerherd

Title: Vice President

ABN AMRO BANK N.V.

By:

Title:

By:

Title:

ROYAL BANK OF CANADA

By:

Title:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Agent

By: _____

Title: Vice President

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as a Bank

By: _____

Title: Vice President

ABN AMRO BANK N.V.

By: /s/ David McGinnis
_____

Title: David McGinnis, Vice President
_____

By: /s/ Leif H. Olsson
_____

Title: Leif H. Olsson, Senior Vice President
_____

ROYAL BANK OF CANADA

By: _____

Title: _____

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION, as Agent

By:

Title: Vice President

BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION, as a Bank

By:

Title: Vice President

ABN AMRO BANK N.V.

By:

Title:

By:

Title:

ROYAL BANK OF CANADA

By: /s/ Stephen S. Hughes

Title: STEPHEN S. HUGHES
       SENIOR MANAGER

SOCIETE GERERALE

By: /s/ Maureen E. Kelly

Title: MAUREEN E. KELLY
Vice President

By:

Title:

SOCIETE GENERALE FINANCE (IRELAND) LIMITED

By:

Title:

By:

Title:

THE BANK OF NOVA SCOTIA

By:

Title:

By:

Title:

SOCIETE GENERALE

By:

Title:

By:

Title:

SOCIETE GENERALE FINANCE (IRELAND) LIMITED

By: /s/ R. Aland

Title: MANAGING DIRECTOR

By: /s/ Jacinta Loneoy

Title: Loan Administrator

THE BANK OF NOVA SCOTIA

By:

Title:

By:

Title:

SOCIETE GENERALE

By: _____

Title: _____

By: _____

Title: _____

SOCIETE GENERALE FINANCE (IRELAND) LIMITED

By: _____

Title: _____

By: _____

Title: _____

THE BANK OF NOVA SCOTIA

By: /s/ David Keiff

Title: officer

By: _____

Title: _____

THE CHASE MANHATTAN BANK

By: /s/ Timothy J. Storms

Title: TIMOTHY J. STORMS
       MANAGING DIRECTOR

FIRST NATIONAL BANK OF CHICAGO

By:

Title:

WACHOVIA BANK OF GEORGIA

By:

Title:

UNITED STATES NATIONAL BANK OF OREGON

By:

Title:

WELLS FARGO BANK, N.A.

By:

Title:

By:

Title:

THE CHASE MANHATTAN BANK

By: _____

Title: _____

FIRST NATIONAL BANK OF CHICAGO

By: Mark A. Isley /s/ Mark A. Isley

Title: First Vice President

WACHOVIA BANK OF GEORGIA

By: _____

Title: _____

UNITED STATES NATIONAL BANK OF OREGON

By: _____

Title: _____

WELLS FARGO BANK, N.A.

By: _____

Title: _____

By: _____

Title: _____

THE CHASE MANHATTAN BANK

By: _____

Title: _____

FIRST NATIONAL BANK OF CHICAGO

By: _____

Title: _____

WACHOVIA BANK OF GEORGIA

By: /s/ John A. Whites
_____

Title: Vice President
_____

UNITED STATES NATIONAL BANK OF
OREGON

By: _____

Title: _____

WELLS FARGO BANK, N.A.

By: _____

Title: _____

By: _____

Title: _____

THE CHASE MANHATTAN BANK

By: _____

Title: _____

FIRST NATIONAL BANK OF CHICAGO

By: _____

Title: _____

WACHOVIA BANK OF GEORGIA

By: _____

Title: _____

UNITED STATES NATIONAL BANK OF OREGON

By: /s/ Janice T. Thead

Title: Vice President

WELLS FARGO BANK, N.A.

By: _____

Title: _____

By: _____

Title: _____

THE CHASE MANHATTAN BANK

By: _____

Title: _____

FIRST NATIONAL BANK OF CHICAGO

By: _____

Title: _____

WACHOVIA BANK OF GEORGIA

By: _____

Title: _____

UNITED STATES NATIONAL BANK OF
OREGON

By: _____

Title: _____

WELLS FARGO BANK, N.A.

By: /s/ Frieda Youngs
_____

Title: Vice President
_____

By: /s/ Ann
_____

Title: Assistant Vice-President
_____

THE BANK OF NEW YORK

By: /s/ Robert Louk

        Robert Louk

Title: Vice President

Exhibit 99(b)(3)

[LETTERHEAD OF BANK OF AMERICA]

January 14, 1999

Louisiana-Pacific Corporation
111 S.W. Fifth Avenue
Portland, OR 97204
Attention; Mr. William L. Hebert, Director, Business
Development

Re: Limited Waiver to Credit Agreement ("Credit Agreement") dated as of January 31, 1997 among Louisiana-Pacific Corporation, a Delaware corporation (the "Company"), as the Revolving Borrower, Louisiana-Pacific Canada Pulp Co., a Nova Scotia, Canada corporation, as the Term Borrower, the financial Institutions party thereto (the "Banks") and Bank of America National Trust and Savings Association, as agent for the Banks and the Designated Bidders (the "Agent")

Dear Mr. Hebert:

Pursuant to your letter to the Agent dated January 13, 1999 (the "Request Letter") you have requested that the Banks agree to a waiver of the provisions of Section 7.03 of the Credit Agreement (entitled "Mergers") and Section 7.05 of the Credit Agreement (entitled "Use of Proceeds"). As detailed in the Request Letter, the Company has requested this waiver to permit it to acquire a publicly-held company (the "Acquisition") using Loan proceeds. (Capitalized terms not defined herein shall have the meanings assigned to them in the Credit Agreement.)

In reliance upon the representations in the Request Letter and our understanding that the Acquisition will be effected by a merger (the "Merger') of a newly organized wholly owned subsidiary of the Company with and into the publicly held target company (whereupon such target company will become a wholly owned subsidiary of the Company), and subject to the terms and limitations hereof: (i) the Banks hereby consent to a limited waiver of the provisions of Section 7.03 of the Credit Agreement to the extent that Section 7.03 would prohibit the Company from effecting the Acquisition by means of the Merger and hereby waive any Default or Event of Default arising solely due to a breach of Section 7.03 of the Credit Agreement as a result of the Merger, and (ii) the Banks hereby consent to a limited waiver of the provisions of Section 7.05 of the Credit Agreement to the extent that Section 7.05 would prohibit the Company from using Loan proceeds to effectuate the Acquisition and hereby waive any Default or Event of Default arising solely due to a breach of Section 7.05 of the Credit Agreement as a result of the use of Loan proceeds to effectuate the Acquisition.

This waiver is limited to the transaction described hereby and shall not (i) except as expressly waived and consented to hereby, waive any Default or Event of Default otherwise arising out of the Acquisition (whether similar or dissimilar and including any cross-default arising as a result thereof) nor (ii) be deemed to create a course of dealing or otherwise obligate the Banks to enter into other waivers in the future, whether under the same, similar or different circumstances.

The effectiveness of this waiver is subject to the following conditions: (1) each of the representations in the Request Letter shall be true and correct in all material respects as of the date hereof and as of the date of consummation of the Acquisition; (2) immediately after giving effect to the Acquisition, there shall be no Default or Event of Default (except as expressly waived hereby) and the Company shall be in pro forma compliance with Section 7.01 of the Credit Agreement; (3) the Acquisition and the use of the Loan proceeds therefore are undertaken in accordance with all applicable Requirements of Law (including Regulation U of the FRB); (4) the prior, effective written consent or approval to the Acquisition of the board of directors of the acquiree is obtained; and (5) the Agent shall have received an executed counterpart of this letter from each of the Company and the Majority Banks (including by facsimile transmission, which shall be deemed to be an original for all purposes, the Agent being authorized by the parties to make sufficient copies of such facsimile signature pages to assemble counterparts for each of the parties). This waiver may be executed in counterparts, and by each party on separate counterparts, all of which when taken together shall constitute one and the same instrument. The parties acknowledge that the Term Commitment has been terminated and the Term Loans have been repaid; accordingly, the Term Borrower is not a party hereto.

Yours truly,

Bank of America National Trust and
Savings Association, as Agent

/s/ Carl F. Fye

Carl F. Fye
Vice President

BANK OF AMERICA NATIONAL TRUST AND

SAVINGS ASSOCIATION, as Agent and Bank

By: /s/ Michael J. Balok

Name: Michael J. Balok

Title: Managing Director

Agreed to:

LOUISIANA-PACIFIC CORPORATION

By:

Name:

Title:

By:

Name:

Title:

- ---

NAME OF INSTITUTION

By:

Name:

Title:

BANK OF AMERICA NATIONAL TRUST AND

SAVINGS ASSOCIATION, as Agent and Bank

By:

Name:

Title:

Agreed to:

LOUISIANA-PACIFIC CORPORATION

By:

Name:

Title:

By:

Name:

Title:

The Bank of New York

- ---

NAME OF INSTITUTION

By: /s/ Robert Louk

Name: Robert Louk

Title: Vice President

BANK OF AMERICA NATIONAL TRUST AND

SAVINGS ASSOCIATION, as Agent and Bank

By:

Name:

Title:

Agreed to:

LOUISIANA-PACIFIC CORPORATION

By:

Name:

Title:

By:

Name:

Title:

ABN AMRO Bank

- ---

NAME OF INSTITUTION

By: /s/ David McGinnis

Name: David McGinnis

Title: Vice President

By: /s/ Leif H. Olsson

Name: Leif H. Olsson

Title: Senior Vice President

BANK OF AMERICA NATIONAL TRUST AND

SAVINGS ASSOCIATION, as Agent and Bank

By:

Name:

Title:

Agreed to:

LOUISIANA-PACIFIC CORPORATION

By: /s/ Curtis M. Stevens

Name: Curtis M. Stevens

Title: Vice President, Treasurer & CFO

By: /s/ Lynn L. Miller

Name: Lynn L. Miller

Title: Assistant Treasurer

- ---

NAME OF INSTITUTION

By:

Name:

Title:

BANK OF AMERICA NATIONAL TRUST AND

SAVINGS ASSOCIATION, as Agent and Bank

By:

Name:

Title:

Agreed to:

LOUISIANA-PACIFIC CORPORATION

By:

Name:

Title:

By:

Name:

Title:

Chase Manhattan Bank

- ---

NAME OF INSTITUTION

By: /s/ Lenard Weiner

Name: Lenard Weiner

Title: Managing Director

BANK OF AMERICA NATIONAL TRUST AND

SAVINGS ASSOCIATION, as Agent and Bank

By:

Name:

Title:

Agreed to:

LOUISIANA-PACIFIC CORPORATION

By:

Name:

Title:

By:

Name:

Title:

The First National Bank of Chicago

- ---

NAME OF INSTITUTION

By: /s/ Mark A. Isley

Name: Mark A. Isley

Title: First Vice President

BANK OF AMERICA NATIONAL TRUST AND

SAVINGS ASSOCIATION, as Agent and Bank

By:

Name:

Title:

Agreed to:

LOUISIANA-PACIFIC CORPORATION

By:

Name:

Title:

By:

Name:

Title:

Wachovia Bank, N.A.

- ---

NAME OF INSTITUTION

By: /s/ David L. Corts

Name: David L. Corts

Title: Vice President

BANK OF AMERICA NATIONAL TRUST AND

SAVINGS ASSOCIATION, as Agent and Bank

By:

Name:

Title:

Agreed to:

LOUISIANA-PACIFIC CORPORATION

By:

Name:

Title:

By:

Name:

Title:

U.S. Bank National Association

- ---

NAME OF INSTITUTION

By: /s/ Gayle Burgess

Name: Gayle Burgess

Title: Asst. Relationship Manager

Exhibit 99(b)(3)

[LETTERHEAD OF LOUISIANA-PACIFIC CORPORATION]

January 13, 1999

Mr. Chris Gernhard
Vice President
Bank of America
555 California Street
San Francisco, CA 94104

Personal & Confidential

Dear Chris,

Louisiana-Pacific Corporation is in the process of negotiating the purchase, for cash, of all of the outstanding shares of a public company. Our current schedule targets the signing of the share purchase and merger agreements and a public announcement of the transaction early next week. Our goal is to be able to say that our offer to purchase is not subject to any financing contingency.

We are planning on using funds available under our current credit agreement to fund the share purchase. We have reviewed the credit agreement and are concerned that the purchase of the above mentioned shares would violate paragraph 7.03 and 7.05 of the credit agreement. On a proforma basis, we are in compliance with all other aspects of the agreement, including the financial covenant. We request that you secure the necessary approvals from your bank and the other banks in the credit agreement syndicate to provide the necessary waivers.

It is our intention to began discussions with BofA/NationsBanc Montgomery Securities and our financial advisor about putting into place more appropriate, longer-term financing to replace the funds used under the current credit agreement.

The target is a publicly-traded building materials company. The target has one shareholder that holds nearly 50% of the shares. This transaction is being negotiated amongst L-P, target's management and the large shareholder on a friendly basis and we would only proceed on that basis. Based on discussions to date, the estimated total transaction value, including debt of $50 million, would be $220-230 million.

The nature of the target's business is an excellent strategic fit with L-P in terms of the nature of products sold and the customer and channels served. We see quite a lot of good synergies in combining L-P and the target. They also have an excellent management team. The company's sales in recent years have ranged from $300-325 million and they have been profitable ($15-20 million).

The target has exposure to a product liability claims and litigation. L-P's business people and legal people have done extensive due diligence on this matter. Based on this review, we do not believe this is a material exposure.

Either I or Curt Stevens would be happy to answer any questions you may have regarding this proposed transaction. Obviously everything discussed in this letter is highly confidential and should only be used and discussed for purposes of making the necessary credit decisions.

Sincerely,

/s/ William L. Hebert

William L. Hebert
Director, Business Development

CC: Curt Stevens

Exhibit 99(c)(1)
EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

among

LOUISIANA-PACIFIC CORPORATION

STRIPER ACQUISITION, INC.

and

ABT BUILDING PRODUCTS CORPORATION

dated as of January 19, 1999

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of January 19, 1999 (this "Agreement"), is made and entered into among Louisiana-Pacific Corporation, a Delaware corporation ("Parent"), Striper Acquisition, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), and ABT Building Products Corporation, a Delaware corporation ("Company").

RECITALS:

A. The respective Boards of Directors of Parent, Merger Sub and Company have determined that it would be advisable and in the best interests of their respective stockholders for Parent to acquire Company, by means of a merger of Merger Sub with and into Company (the "Merger"), on the terms and subject to the conditions set forth in this Agreement.

B. To effectuate the acquisition, Parent and Company each desire that Parent cause Merger Sub to commence a cash tender offer to purchase all of the outstanding shares of common stock, par value $0.01 per share (the "Company Common Stock"), of Company (the "Shares") on the terms and subject to the conditions set forth in this Agreement and the Board of Directors of Company has approved such tender offer and is recommending (subject to the limitations contained herein) that Company's stockholders accept the tender offer and tender their Shares pursuant thereto.

C. Concurrently with the execution and delivery of this Agreement and as a condition to Parent's and Merger Sub's willingness to enter into this Agreement, Parent has entered into a Stockholder Agreement, dated as of the date hereof (the "Stockholder Agreement"), with each of the Principal Stockholders (as defined in Section 9.3), pursuant to which each Principal Stockholder has (i) agreed, among other things, to tender all Shares owned by such Principal Stockholder pursuant to the Offer (as defined in Section 1.1) and (ii) granted to Parent an option to purchase all Shares owned by such Principal Stockholder.

D. Parent, Merger Sub and Company desire to make certain representations and warranties and to enter into certain covenants in connection with the Offer and the Merger and also to prescribe various conditions to the consummation thereof;

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in this Agreement, the parties hereto hereby agree as follows:

ARTICLE I

THE OFFER

Section 1.1 THE OFFER. (a) Provided that none of the events set forth in Exhibit A hereto shall have occurred and be continuing, as promptly as practicable (but in any event not later than five business days after the public announcement of the execution and delivery of this

Agreement), Parent shall cause Merger Sub to commence (within the meaning of Rule 14d-2 under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act")), an offer to purchase (the "Offer") all outstanding shares of Company Common Stock at a price of $15.00 per share, net to the seller in cash (such price or any higher price as paid pursuant to the Offer, the "Offer Consideration"). Notwithstanding the foregoing, if between the date of this Agreement and the Effective Time the outstanding Shares shall have been changed into a different number of shares or a different class, by reason of any stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, the Offer Consideration shall be correspondingly adjusted on a per-share basis to reflect such stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares. The obligation of Parent and Merger Sub to commence the Offer, to consummate the Offer and to accept for payment and to pay for Shares validly tendered in the Offer and not withdrawn shall be subject only to those conditions set forth in Exhibit A hereto. The Offer shall initially expire 20 business days after the date of its commencement.

(b) Without the prior written consent of Company, Merger Sub shall not (and Parent shall cause Merger Sub not to) (i) decrease or change the form of the Offer Consideration or decrease the number of Shares sought pursuant to the Offer, (ii) amend any term of the Offer in any manner adverse to holders of Shares, (iii) change the conditions to the Offer, (iv) impose additional conditions to the Offer, (v) waive the condition that there shall be validly tendered and not withdrawn prior to the time the Offer expires a number of Shares (together with any Shares then owned by Parent or any of its Subsidiaries) which constitutes a majority of the Shares outstanding on a fully-diluted basis on the date of purchase ("on a fully-diluted basis" meaning, as of any date, the number of Shares outstanding (excluding any Shares held as treasury stock by Company or any of its Subsidiaries), together with the Shares which Company may be required to issue pursuant to obligations outstanding at that date under employee stock or similar benefit plans or otherwise (other than unvested Options), or (vi) extend the expiration date of the Offer beyond the initial expiration date of the Offer (except that Merger Sub may, without the consent of Company, (A) extend the Offer, if at the then scheduled expiration date of the Offer any of the conditions to Merger Sub's obligation to purchase Shares is not satisfied, until such time as such condition is satisfied or waived, and (B) extend the Offer for any period required by any rule, regulation, interpretation or position of the United States Securities and Exchange Commission (the "SEC") or the staff thereof); provided, however, that, except as set forth above and subject to applicable legal requirements, Merger Sub may amend the Offer or waive any condition to the Offer in its sole discretion. Assuming the prior satisfaction or waiver of the conditions to the Offer set forth in Exhibit A hereto, Merger Sub shall, and Parent shall cause Merger Sub to, accept for payment, and pay for all Shares validly tendered and not withdrawn pursuant to the Offer as soon as practicable after the expiration date thereof.

(c) Parent shall provide or cause to be provided to Merger Sub on a timely basis the funds necessary to purchase any Shares that Merger Sub becomes obligated to purchase pursuant to the Offer and shall be liable on a direct and primary basis for the performance by Merger Sub of its obligations under this Agreement.

Section 1.2 OFFER DOCUMENTS. (a) As soon as practicable on the date of commencement of the Offer, Parent and Merger Sub shall file or cause to be filed with the SEC a

Tender Offer Statement on Schedule 14D-1 (together with any supplements or amendments thereto, the "Schedule 14D-1") with respect to the Offer which shall comply as to form in all material respects with the provisions of applicable federal securities laws, shall contain the offer to purchase and related letter of transmittal and other ancillary Offer documents and instruments pursuant to which the Offer will be made (collectively with the Schedule 14D-1, and with any supplements or amendments thereto, the "Offer Documents") and shall be mailed to the holders of Shares. Company will promptly supply to Parent and Merger Sub in writing, for inclusion in the Offer Documents, all information concerning Company required under the Exchange Act to be included in the Offer Documents.

(b) Each of Parent, Merger Sub and Company shall promptly correct any information provided by them for use in the Offer Documents if and to the extent that such information shall be or have become false or misleading in any material respect, and Parent and Merger Sub shall take all lawful action necessary to cause the Offer Documents as so corrected to be filed promptly with the SEC and to be disseminated to holders of Shares as and to the extent required by applicable law. In conducting the Offer, Parent and Merger Sub shall comply in all material respects with the provisions of the Exchange Act and any other applicable law. Company and its counsel shall be given a reasonable opportunity to review and comment on the Offer Documents and any amendments thereto prior to the filing thereof with the SEC.

Section 1.3 COMPANY ACTIONS. (a) Company hereby consents to the Offer and represents and warrants that (i) its Board of Directors (at a meeting duly called and held) has (A) determined that each of this Agreement, the Offer and the Merger are fair to and in the best interests of Company and its stockholders, (B) approved and declared the advisability of this Agreement and the transactions contemplated hereby, including the Offer and the Merger, and (C) resolved (subject to the limitations herein contained) to recommend acceptance of the Offer and adoption of this Agreement by the holders of Shares, and (ii) Warburg Dillon Read LLC ("WDR") has delivered to the Board of Directors of Company its opinion that the Offer Consideration to be received by the holders of Shares in the Offer is fair, from a financial point of view, to such holders. Subject to the provisions of Section 6.5(b), Company hereby consents to the inclusion in the Offer Documents of the recommendations of the Board of Directors of Company in favor of the Offer and the adoption of this Agreement.

(b) Company shall file with the SEC, simultaneously with the filing by Parent and Merger Sub of the Schedule 14D-1, a Solicitation Recommendation Statement on Schedule 14D-9 (together with any supplements or amendments thereto, the "Schedule 14D-9") containing, subject to the provisions of Section 6.5(b), the recommendations of the Board of Directors of Company in favor of the Offer and the adoption of this Agreement. Each of Parent and Merger Sub will promptly supply to Company in writing, for inclusion in the Schedule 14D-9, all information concerning Parent's Designees (as such term is defined in Section 1.4 hereof), as required by Section 14(f) of the Exchange Act and Rule 14f-1 thereunder, and Company shall include such information in the Schedule 14D-9. Each of Company, Parent and Merger Sub shall promptly correct any information provided by them for use in the Schedule 14D-9 if and to the extent that such information shall be or have become false or misleading in any material respect and Company shall take all lawful action necessary to cause the Schedule 14D-9 as so corrected to be filed promptly with the SEC and disseminated to the holders of

Shares as and to the extent required by applicable law. Parent, Merger Sub and their counsel shall be given a reasonable opportunity to review the Schedule 14D-9 and any amendments thereto prior to the filing thereof with the SEC.

(c) In connection with the Offer, Company shall promptly furnish Parent with (or cause Parent to be furnished with) mailing labels, security position listings and all available listings or computer files containing the names and addresses of the record holders of Shares as of the latest practicable date and shall furnish Parent with (or cause Parent to be furnished with) such information and assistance (including updated lists of stockholders, mailing labels and lists of security positions) as Parent or its agents may reasonably request in communicating the Offer to the record and beneficial holders of Shares. Subject to the requirements of applicable law, and except for such actions as are necessary to disseminate the Offer Documents and any other documents necessary to consummate the Offer and the Merger, Parent and Merger Sub and each of their affiliates, associates, partners, employees, agents and advisors shall hold in confidence the information contained in such labels, lists and files, shall use such information only in connection with the Offer and the Merger and, if this Agreement is terminated in accordance with its terms, shall deliver promptly to Company (or destroy and certify to Company the destruction of) all copies of such information (and any copies, compilations or extracts thereof or based thereon) then in their possession or under their control.

Section 1.4 DIRECTORS. (a) Promptly upon the purchase by Merger Sub pursuant to the Offer of such number of shares of Company Common Stock (together with any Shares then owned by Parent or any of its Subsidiaries) as represents a majority of the outstanding shares of Company Common Stock (on a fully diluted basis) on the date of purchase, and from time to time thereafter, (i) Parent shall be entitled to designate such number of directors ("Parent's Designees"), rounded up to the next whole number that will give Parent, subject to compliance with Section 14(f) of the Exchange Act, representation on the Board of Directors of Company equal to the product of (x) the number of directors on the Board of Directors of Company (giving effect to any increase in the number of directors pursuant to this Section 1.4) and (y) the percentage that such number of shares of Company Common Stock so purchased in the Offer (together with any Shares then owned by Parent or any of its Subsidiaries) bears to the aggregate number of shares of Company Common Stock outstanding on the date of purchase (such number being, the "Board Percentage"), and (ii) Company shall, upon request by Parent, promptly cause Parent's Designees constituting the Board Percentage to be elected to Company's Board of Directors by (x) increasing the size of the Board of Directors of Company or (y) using reasonable efforts to secure the resignations of such number of directors as is necessary to enable Parent's Designees to be elected to the Board of Directors of Company and shall use best efforts to cause Parent's Designees promptly to be so elected, subject in all instances to compliance with Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder. At the request of Parent, Company shall take, at Parent's expense, all lawful action necessary to effect any such election. Parent will supply to Company in writing and be solely responsible for any information with respect to itself, Parent's Designees and Parent's officers, directors and affiliates required by the Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder to be included in the Schedule 14D-9. Notwithstanding the foregoing, at all times prior to the Effective Time (as defined in Section 2.3) Company's Board of Directors shall include at least two Continuing Directors (as defined in Section 1.4(b)).

(b) Following the election or appointment of Parent's Designees pursuant to this Section 1.4 and prior to the Effective Time of the Merger, any amendment or termination of this Agreement, waiver of the obligations or other acts of Parent or Merger Sub or waiver of Company's rights hereunder shall require the concurrence of a majority of the Continuing Directors then in office. For purposes of this Agreement, the term "Continuing Directors" means at any time (i) those directors of Company who are directors on the date hereof and who voted to approve this Agreement, and (ii) such additional directors of Company who are not affiliated with Parent, Merger Sub or any of their affiliates and who were designated as "Continuing Directors" for purposes of this Agreement by a majority of the Continuing Directors in office at the time of such designation.

ARTICLE II

THE MERGER

Section 2.1 THE MERGER. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware General Corporation Law (the "DGCL"), the Merger shall be effected and Merger Sub shall be merged with and into Company at the Effective Time. At the Effective Time, the separate existence of Merger Sub shall cease and Company shall continue as the surviving corporation (as such, the "Surviving Corporation").

Section 2.2 CLOSING. Unless this Agreement shall have been terminated and the transactions contemplated hereby shall have been abandoned pursuant to Article VIII, and subject to the satisfaction or waiver of all of the conditions set forth in Article VII, the closing of the Merger (the "Closing") will take place as soon as practicable, but in no event later than 10:00 a.m. on the second business day (the "Closing Date") following satisfaction or waiver of all of the conditions set forth in Article VII, other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions, at the offices of Jones, Day, Reavis & Pogue, 599 Lexington Avenue, New York, New York, unless another date, time or place is agreed to in writing by the parties hereto.

Section 2.3 EFFECTIVE TIME. On the Closing Date (or on such other date as Parent and Company may agree), the parties hereto shall file with the Secretary of State of the State of Delaware (the "Delaware State Secretary") a certificate of merger and any other appropriate documents, executed in accordance with the relevant provisions of the DGCL, and shall make all other filings or recordings required under the DGCL in connection with the Merger. The Merger shall become effective upon the filing of the certificate of merger with the Delaware State Secretary, or at such later time as is specified in the certificate of merger (the "Effective Time").

Section 2.4 EFFECTS OF THE MERGER. The Merger shall have the effects set forth in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all property of Company and Merger Sub shall vest in the Surviving Corporation, and all liabilities and obligations of Company and Merger Sub shall become liabilities and obligations of the Surviving Corporation.

Section 2.5 CERTIFICATE OF INCORPORATION; BYLAWS. At the Effective Time, (a) the certificate of incorporation of Merger Sub as in effect at the Effective Time shall, from and after the Effective Time, be the certificate of incorporation of the Surviving Corporation until thereafter changed or amended in accordance with the provisions thereof and applicable law and (b) the bylaws of Merger Sub as in effect at the Effective Time shall, from and after the Effective Time, be the bylaws of the Surviving Corporation until thereafter changed or amended in accordance with the provisions thereof and applicable law.

Section 2.6 DIRECTORS; OFFICERS. From and after the Effective Time, (a) the directors of Merger Sub shall be the directors of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be, and (b) the officers of Merger Sub shall be the officers of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

ARTICLE III

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS; EXCHANGE OF CERTIFICATES

Section 3.1 EFFECT ON CAPITAL STOCK. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of Shares or any other shares of capital stock of Company or Merger Sub:

(a) COMMON STOCK OF MERGER SUB. Each share of common stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

(b) CANCELLATION OF TREASURY SHARES AND PARENT-OWNED SHARES. Each Share issued and outstanding immediately prior to the Effective Time that is owned by Company or any Subsidiary (as defined in Section 9.3) of Company or by Parent, Merger Sub or any other Subsidiary of Parent (other than shares in trust accounts, managed accounts, custodial accounts and the like that are beneficially owned by third parties) shall automatically be canceled and retired and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

(c) CONVERSION OF SHARES. Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Shares to be canceled and retired in accordance with Section 3.1(b) and any Dissenting Shares (as defined in Section 3.1(d)) shall be converted into the right to receive the Offer Consideration, payable in cash to the holder thereof, without any interest thereon (the "Merger Consideration"), in accordance with Section 3.3. Notwithstanding the foregoing, if between the date of this Agreement and the Effective Time the outstanding Shares shall have been changed into a different number of shares or a different class, by reason of any stock dividend, subdivision, reclassification,

recapitalization, split, combination or exchange of shares, the Merger Consideration shall be correspondingly adjusted on a per-share basis to reflect such stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares.

(d) DISSENTING SHARES. Notwithstanding anything in this Agreement to the contrary, Shares issued and outstanding immediately prior to the Effective Time held by any person who has the right to demand, and who properly demands, an appraisal of such Shares ("Dissenting Shares") in accordance with Section 262 of the DGCL (or any successor provision) shall not be converted into a right to receive the Merger Consideration unless such holder fails to perfect or otherwise loses such holder's right to such appraisal, if any. If, after the Effective Time, such holder fails to perfect or loses any such right to appraisal, each such Share of such holder shall be treated as a Share that had been converted as of the Effective Time into the right to receive the Merger Consideration in accordance with Section 3.1(c). At the Effective Time, any holder of Dissenting Shares shall cease to have any rights with respect thereto, except the rights provided in Section 262 of the DGCL (or any successor provision) and as provided in the immediately preceding sentence. Company shall give prompt notice to Parent of any demands received by Company for appraisal of Shares, and Parent shall have the right to participate in and direct all negotiations and proceedings with respect to such demands. Company shall not, except with the prior written consent of Parent, make any payment with respect to, or settle or offer to settle, any such demands.

Section 3.2 STOCK OPTIONS.

(a) At the Effective Time, each holder of a then-outstanding option to purchase Shares under Company's Amended and Restated Stock Option Plan, 1994 Director Stock Option Plan, 1994 Employee Stock Option Plan and new employee compensation policy (collectively, the "Stock Option Plans") (true and correct copies of which have been delivered or made available by Company to Parent), whether or not then exercisable (the "Options"), shall, in settlement thereof, receive for each Share subject to such Option an amount (subject to any applicable withholding tax) in cash equal to the difference between the Merger Consideration and the per Share exercise price of such Option to the extent such difference is a positive number (such amount being hereinafter referred to as, the "Option Consideration"); provided, however, that with respect to any person subject to Section 16(a) of the Exchange Act, any such amount shall be paid as soon as practicable after the first date payment can be made without liability to such person under Section 16(b) of the Exchange Act. Upon receipt of the Option Consideration therefor, each Option shall be canceled. The surrender of an Option to Company in exchange for the Option Consideration shall be deemed a release of any and all rights the holder had or may have had in respect of such Option.

(b) Prior to the Effective Time, Company shall use its reasonable best efforts to obtain all necessary consents or releases from holders of Options under the Stock Option Plans and take all such other lawful action as may be necessary to give effect to the transactions contemplated by this Section 3.2. Except as otherwise agreed to by the parties, (i) the Stock Option Plans shall terminate as of the Effective Time and the provisions in any other plan, program or arrangement providing for the issuance or grant of any other interest in respect of the

capital stock of Company or any Subsidiary thereof shall be canceled as of the Effective Time and (ii) Company shall use its reasonable best efforts to assure that following the Effective Time no participant in the Stock Option Plans or other plans, programs or arrangements shall have any right thereunder to acquire any equity securities of Company, the Surviving Corporation or any Subsidiary thereof and to terminate all such plans.

Section 3.3 PAYMENT FOR SHARES.

(a) PAYMENT FUND. Concurrently with the Effective Time, Parent shall deposit, or shall cause to be deposited, with or for the account of a bank or trust company designated by Parent, which shall be reasonably satisfactory to Company (the "Paying Agent"), for the benefit of the holders of Shares, cash in an amount sufficient to pay the aggregate Merger Consideration payable upon the conversion of Shares pursuant to Section 3.1(c) (the "Payment Fund").

(b) LETTERS OF TRANSMITTAL; SURRENDER OF CERTIFICATES. As soon as reasonably practicable after the Effective Time, Parent shall instruct the Paying Agent to mail to each holder of record (other than Company or any of its Subsidiaries or Parent, Merger Sub or any other Subsidiary of Parent) of a certificate or certificates that, immediately prior to the Effective Time, evidenced outstanding Shares (the "Certificates"), (i) a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Paying Agent, and shall be in such form and have such other provisions as Parent may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration. Upon surrender of a Certificate for cancellation to the Paying Agent together with such letter of transmittal, duly executed, and such other customary documents as may be required pursuant to such instructions, the holder of such Certificate shall be entitled to receive in exchange therefor cash in an amount equal to the product of (i) the number of Shares theretofore represented by such Certificate and (ii) the Merger Consideration, and the Certificate so surrendered shall forthwith be canceled. No interest shall be paid or accrued on any cash payable upon the surrender of any Certificate. If payment is to be made to a person other than the person in whose name the surrendered Certificate is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such payment shall pay any transfer or other taxes required by reason of the payment to a person other than the registered holder of the surrendered Certificate or established to the satisfaction of Parent and the Surviving Corporation that such taxes have been paid or are not applicable.

(c) CANCELLATION AND RETIREMENT OF SHARES; NO FURTHER RIGHTS. As of the Effective Time, all Shares (other than Shares to be canceled in accordance with Section 3.1(b)) issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of any such Shares shall cease to have any rights with respect thereto or arising therefrom (including without limitation the right to vote), except the right to receive the Merger Consideration, without interest, upon surrender of such Certificate in accordance with Section 3.3(b), and until so surrendered, each such Certificate shall represent for all purposes only the right to receive the Merger Consideration, without interest. The Merger Consideration paid upon the surrender for

exchange of Certificates in accordance with the terms of this Section 3.3 shall be deemed to have been paid in full satisfaction of all rights pertaining to the Shares theretofore represented by such Certificates.

(d) INVESTMENT OF PAYMENT FUND. The Paying Agent shall invest the Payment Fund, as directed by Parent, in (i) direct obligations of the United States of America, (ii) obligations for which the full faith and credit of the United States of America is pledged to provide for the payment of principal and interest, (iii) commercial paper rated the highest quality by either Moody's Investors Services, Inc. or Standard & Poor's Corporation, or (iv) certificates of deposit, bank repurchase agreements or bankers' acceptances of commercial banks with capital exceeding $500 million. Any net earnings with respect to the Payment Fund shall be the property of and paid over to Parent as and when requested by Parent.

(e) TERMINATION OF PAYMENT FUND. Any portion of the Payment Fund which remains undistributed to the holders of Certificates for 180 days after the Effective Time shall be delivered to Parent, upon demand, and any holders of Certificates that have not theretofore complied with this Section 3.3 shall thereafter look only to Parent, and only as general creditors thereof, for payment of their claim for any Merger Consideration.

(f) NO LIABILITY. None of Parent, Merger Sub, the Surviving Corporation or the Paying Agent shall be liable to any person in respect of any payments or distributions payable from the Payment Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. If any Certificates shall not have been surrendered prior to five years after the Effective Time (or immediately prior to such earlier date on which any Merger Consideration in respect of such Certificate would otherwise escheat to or become the property of any Governmental Entity (as defined in Section 4.1(c)), any amounts payable in respect of such Certificate shall, to the extent permitted by applicable law, become the property of the Surviving Corporation, free and clear of all claims or interest of any person previously entitled thereto.

(g) WITHHOLDING RIGHTS. Parent shall be entitled to deduct and withhold, or cause to be deducted or withheld, from the consideration otherwise payable pursuant to this Agreement to any holder of Shares, Options or Certificates such amounts as are required to be deducted and withheld with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "Code"), or any provision of applicable state, local or foreign tax law. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to such holders in respect of which such deduction and withholding was made.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 REPRESENTATIONS AND WARRANTIES OF COMPANY. Company represents and warrants to Parent and Merger Sub as follows:

(a) ORGANIZATION, STANDING AND CORPORATE POWER. Each of Company and each Subsidiary of Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated and has the requisite corporate power and authority to carry on its business as now being conducted. Each of Company and each Subsidiary of Company is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined in Section 9.3) on Company. Company has delivered or made available to Parent true, complete and correct copies of the certificate of incorporation and bylaws or comparable governing documents of Company and each Subsidiary of Company, in each case as amended to the date of this Agreement. A true, correct and complete list of all Subsidiaries of Company, together with the jurisdiction of incorporation of each such Subsidiary and the percentage of each such Subsidiary's capital stock owned by Company or another Subsidiary, is set forth in Section 4.1(a) of the Disclosure Schedule (as defined in Section 9.3).

(b) AUTHORITY; NONCONTRAVENTION. Company has the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Company and the consummation by Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Company, subject, in the case of the Merger, to the adoption of this Agreement by its stockholders as contemplated by Section 6.1(a). This Agreement has been duly executed and delivered by Company and, assuming that this Agreement constitutes a valid and binding obligation of Parent and Merger Sub, constitutes a valid and binding obligation of Company, enforceable against Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity. Except as specified in Section 4.1(b) of the Disclosure Schedule, the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, (i) conflict with any of the provisions of the certificate of incorporation or bylaws of Company or the comparable governing documents of any Subsidiary of Company, in each case as amended to the date of this Agreement, (ii) subject to the governmental filings and other matters referred to in Section 4.1(c), conflict with, result in a breach of or default (with or without notice or lapse of time, or both) under, or give rise to a material obligation, a right of termination, cancellation or acceleration of any obligation or a loss of a material benefit under, or require the consent of any person under, any indenture or other agreement, permit, concession, franchise, license or similar instrument or undertaking to which Company or any of its Subsidiaries is a party or by which Company or any of its Subsidiaries or any of their respective assets is bound or affected, or (iii) subject to the governmental filings and other matters referred to in Section 4.1(c), contravene any domestic or foreign law, rule or regulation or any order, writ, judgment, injunction, decree, determination or award currently in effect, which, in the case of clauses (ii) and (iii) above would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company.

(c) CONSENTS AND APPROVALS. No consent, approval or authorization of, or declaration or filing with, or notice to, any domestic or foreign governmental agency or regulatory authority (a "Governmental Entity") which has not been received or made is required by or with respect to Company or any of its Subsidiaries in connection with the execution and delivery of this Agreement by Company or the consummation by Company of the transactions contemplated hereby, except for (i) the filing of premerger notification and report forms under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), (ii) the filing with the SEC of (A) the Schedule 14D-9, the information statement required under Rule 14f-1 of the Exchange Act and, if required by applicable law, the Proxy Statement (as defined in Section 6.1(b)), (B) such reports under the Exchange Act as may be required in connection with this Agreement or the Stockholder Agreement and the transactions contemplated hereby and thereby, (iii) the filing of the certificate of merger or, if permitted, a certificate of ownership and merger with the Delaware State Secretary and appropriate documents with the relevant authorities of other states in which Company is qualified to do business, (iv) such other consents, approvals, authorizations, filings or notices as are specified in Section 4.1(c) of the Disclosure Schedule, (v) applicable environmental statutes, and (vi) any other consents, approvals, authorizations, filings or notices the failure to make or obtain which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company.

(d) CAPITAL STRUCTURE. The authorized capital stock of Company consists solely of (i) 40,000,000 shares of Company Common Stock and (ii) 1,000,000 shares of Preferred Stock, par value $0.01 per share, of Company ("Company Preferred Stock"). At the close of business on January 14, 1999 ("Capital Structure Date"): (i) 10,674,160 shares of Company Common Stock were issued and outstanding, (ii) no shares of Company Preferred Stock were issued and outstanding, (iii) 2,522,425 shares of Company Common Stock were reserved for issuance pursuant to outstanding Options granted under the Stock Option Plans, and (iv) 1,537,000 shares of Company Common Stock were held by Company in its treasury. Except as set forth in the immediately preceding sentence or on Section 4.1(d) of the Disclosure Schedule, at the close of business on the Capital Structure Date, no shares of capital stock or other equity securities of Company were issued, reserved for issuance or outstanding. Since the close of business on the Capital Structure Date, no shares of capital stock or other equity securities of Company have been issued or reserved for issuance or become outstanding (other than any Shares described in clause (iii) of the first sentence of this Section 4.1(d) that have been issued upon the exercise of outstanding Options granted under the Stock Option Plans). All outstanding shares of capital stock of Company are duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. Except as specified above or in Section 4.1(d) of the Disclosure Schedule, neither Company nor any Subsidiary of Company has or is subject to or bound by or, at or after the Effective Time will have or be subject to or bound by, any outstanding option, warrant, call, subscription or other right (including any preemptive right), agreement or commitment which (i) obligates Company or any Subsidiary of Company to issue, sell or transfer, or repurchase, redeem or otherwise acquire, any shares of the capital stock of Company or any Subsidiary of Company, (ii) restricts the transfer of any shares of capital stock of Company or any of its Subsidiaries, or (iii) relates to the voting of any shares of capital stock of Company or any of its Subsidiaries. No bonds, debentures, notes or other indebtedness of Company or any Subsidiary of Company having the right to vote (or convertible into, or

exchangeable for, securities having the right to vote) on any matters on which the stockholders of Company or any Subsidiary of Company may vote are issued or outstanding. Except as specified in Section 4.1(d) of the Disclosure Schedule, all of the outstanding shares of capital stock of each Subsidiary of Company have been duly authorized, validly issued, fully paid and nonassessable and are owned by Company, by one or more Subsidiaries of Company or by Company and one or more such Subsidiaries, free and clear of Liens (as defined in Section 9.3).

(e) SEC DOCUMENTS. Company has filed all required reports, schedules, forms, statements and other documents with the SEC since December 31, 1996 (such reports, schedules, forms, statements and other documents being hereinafter referred to as the "SEC Documents"). As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such SEC Documents, and none of the SEC Documents as of such dates contained any untrue statements of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of their respective dates, the consolidated financial statements of Company included in the SEC Documents complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, had been prepared in accordance with generally accepted accounting principles (except, in the case of unaudited consolidated quarterly statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may otherwise be indicated in the notes thereto) and fairly presented in all material respects the consolidated financial position of Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited quarterly statements, to normal year-end audit adjustments).

(f) ABSENCE OF CERTAIN CHANGES OR EVENTS; NO UNDISCLOSED MATERIAL LIABILITIES.

(i) Except as disclosed in the SEC Documents filed and publicly available prior to the date of this Agreement (the "Filed SEC Documents") or specified in Section 4.1(f) of the Disclosure Schedule, since the date of the most recent audited financial statements included in the Filed SEC Documents, Company and its Subsidiaries have conducted their businesses only in the ordinary course, and there has not been: (A) any change, event or occurrence which has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company; (B) any declaration, setting aside or payment of any dividend or other distribution in respect of shares of Company's capital stock, or any redemption or other acquisition by Company of any shares of its capital stock; (C) any increase in the rate or terms of compensation payable or to become payable by Company or its Subsidiaries to their directors, officers or key employees, except increases occurring in the ordinary course of business consistent with past practice; (D) any entry into, or increase in the rate or terms of, any bonus, insurance, severance, pension or other employee or retiree benefit plan, payment or arrangement made to, for or with any such directors, officers or key employees, except increases occurring in the ordinary course of business consistent with past practices or as required by applicable law; (E) any entry into any agreement, commitment or transaction by

Company or any of its Subsidiaries which is material to Company and its Subsidiaries taken as a whole, except for agreements, commitments or transactions entered into in the ordinary course of business consistent with past practice; (F) any change by Company in accounting methods, principles or practices, except as required or permitted by generally accepted accounting principles; (G) except to the extent specifically reserved for in the financial statements included in the Filed SEC Documents, any write-off or write-down of, or any determination to write-off or write-down, any asset of Company or any of its Subsidiaries or any portion thereof which write-off, write-down or determination exceeds $500,000 individually or $1,000,000 in the aggregate; (H) any announcement or implementation of any reduction in force, lay-off, early retirement program, severance program or other program or effort concerning the termination of employment of employees of Company or its Subsidiaries; or (I) any announcement of or entry into any agreement, commitment or transaction by Company or any of its Subsidiaries to do any of the things described in the preceding clauses (A) through (H) otherwise than as expressly provided for herein.

(ii) As of the date hereof, except as disclosed in the Filed SEC Documents or specified in Section 4.1(f) of the Disclosure Schedule and liabilities incurred in the ordinary course of business consistent with past practice since the date of the most recent financial statements included in the Filed SEC Documents, there are no liabilities of Company or its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, due, to become due, determined, determinable or otherwise, having or which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company.

(g) CERTAIN INFORMATION. Subject to Parent's and Merger Sub's fulfillment of their respective obligations hereunder with respect thereto, the Schedule 14D-9 and the Proxy Statement will contain (or will be amended in a timely manner so as to contain) all information which is required to be included therein in accordance with the Exchange Act and the rules and regulations thereunder and any other applicable law and will conform in all material respects with the requirements of the Exchange Act and any other applicable law, and neither the Schedule 14D-9 nor the Proxy Statement will, at the respective times they are filed with the SEC or published, sent or given to Company's stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading; provided, however, that no representation or warranty is hereby made by Company with respect to any information supplied or to be supplied by Parent or Merger Sub in writing for inclusion in, or with respect to Parent or Merger Sub information derived from Parent's public SEC filings which is included or incorporated by reference in, the Schedule 14D-9 or the Proxy Statement. None of the information supplied or to be supplied by Company in writing for inclusion or incorporation by reference in, or which may be deemed to be incorporated by reference in, any of the Offer Documents will, at the respective times the Offer Documents are filed with the SEC or published, sent or given to Company's stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. If at any time prior to the Effective Time any event with respect to Company, or with respect to any information supplied by Company for inclusion in any of the Offer Documents, shall occur

which is required to be described in an amendment of, or a supplement to, any of the Offer Documents, Company shall so describe the event to Parent.

(h) REAL PROPERTY; OTHER ASSETS. (i) Section 4.1(h)(i) of the Disclosure Schedule sets forth all of the real property owned in fee by Company and its Subsidiaries (the "Owned Real Property").

(ii) Company or one of its Subsidiaries has good and valid title to each parcel of Owned Real Property and to each other asset reflected in the latest balance sheet of Company included in the Filed SEC Documents (other than as disclosed in the Filed SEC Documents, or any such other asset disposed of or consumed in the ordinary course of business or as specified in Section 4.1(h)(ii) of the Disclosure Schedule) free and clear of all Liens except (A) those specified in Section 4.1(h)(ii) of the Disclosure Schedule or reflected or reserved against in the latest balance sheet of Company included in the Filed SEC Documents, (B) taxes and general and special assessments not in default and payable without penalty and interest, and (C) other Liens that individually or in the aggregate would not have a Material Adverse Effect on Company (collectively, "Permitted Liens").

(iii) Company has heretofore made available to Parent true, correct and complete copies of all leases, subleases and other agreements (the "Real Property Leases") under which Company or any of its Subsidiaries uses or occupies or has the right to use or occupy, now or in the future, any real property or facility (the "Leased Real Property"), including all modifications, amendments and supplements thereto. Except in each case where the failure would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company: (A) Company or one of its Subsidiaries has a valid leasehold interest in each parcel of Leased Real Property free and clear of all Liens except Permitted Liens and each Real Property Lease is in full force and effect, (B) all rent and other sums and charges due and payable by Company or its Subsidiaries as tenants thereunder are current in all material respects, (C) no termination event or condition or uncured default of a material nature on the part of Company or any such Subsidiary or, to Company's knowledge, the landlord, exists under any Real Property Lease, and (D) Company or one of its Subsidiaries is in actual possession of each leased Real Property and is entitled to quiet enjoyment thereof in accordance with the terms of the applicable Real Property Lease.

(i) YEAR 2000 COMPLIANCE.

(i) Company presently expects that all reprogramming, remediation and testing of Information Systems and Equipment (as defined below) that is required to make it in all material respects Year 2000 Compliant will be completed no later than December 31, 1999. Except as otherwise disclosed in the Filed SEC Documents, the cost of all such reprogramming, remediation and testing, together with the reasonably foreseeable consequences of any reasonably foreseeable failure of such Information Systems and Equipment to be or timely become Year 2000 Compliant will not have, individually or in the aggregate, a Material Adverse Effect on Company.

(ii) (A) As used in respect of Information Systems and Equipment, "Year 2000 Compliant" means that such Information Systems and Equipment will not cease to properly function, produce erroneous results or otherwise experience diminished performance or functionality when presented with or when calculating, comparing, sequencing or otherwise processing date data before, during and after the year 2000 and (B) "Information Systems and Equipment" means all computer hardware, firmware, software and information processing systems and all equipment containing embedded microchips that is used by Company or any of its Subsidiaries in the conduct of their respective business.

(j) INTELLECTUAL PROPERTY.

(i) Section 4.1(j)(i) of the Disclosure Schedule sets forth a true, correct and complete list (including, to the extent applicable, registration, application or file numbers) of all patents, registered trademarks and service marks, trade names, domain names and registered copyrights owned by Company or any Subsidiary of Company, and all applications for registration of any of the foregoing, including any additions thereto or extensions, continuations, renewals or divisions thereof (setting forth the registration, issue or serial number and a description of the same) (collectively, together with all trade dress, trade secrets, processes, formulae, designs, know-how and other intellectual property rights that are so owned, the "Intellectual Property"). Company has heretofore provided or made available to Parent true, correct and complete copies of each registration or application for registration covering any of the Intellectual Property which is registered with, or in respect of which any application for registration has been filed with, any Governmental Entity.

(ii) The Intellectual Property and that intellectual property licensed to Company and its Subsidiaries under the license agreements listed in Section 4.1(j)(ii) of the Disclosure Schedule includes all of the material intellectual property rights that are reasonably necessary to conduct Company's business as it is now conducted. Except as specified in Section 4.1(j)(ii) of the Disclosure Schedule, (A) Company, directly or through its Subsidiaries, has good, marketable and exclusive title to, and the valid and enforceable power and right to use, the Intellectual Property free and clear of all Liens (other than Permitted Liens and except where the failure to have such title, power and rights has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company) and (B) neither Company nor any of its Subsidiaries has granted any license to a third party with respect to the Intellectual Property or any portion thereof or any rights to use, market or exploit the Intellectual Property or any portion thereof.

(k) NO INFRINGEMENT. Except as specified in Section 4.1(k) of the Disclosure Schedule, neither the existence nor the sale, license, lease, transfer, use, reproduction, distribution, modification or other exploitation by Company or any Subsidiary of Company of any Intellectual Property, as such Intellectual Property is sold, licensed, leased, transferred, used or otherwise exploited by such persons, (i) infringes on any patent, trademark, copyright or other right of any other person or (ii) constitutes a misuse or misappropriation of any trade secret, know-how, process, proprietary information or other right of any other person (except in each of clauses (i) and (ii) where any such infringement, misuse or misappropriation has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse

Effect on Company). Except as specified in Section 4.1(k) of the Disclosure Schedule, as of the date hereof, neither Company nor any of its Subsidiaries has received any written complaint, assertion, threat or allegation or otherwise has notice of any lawsuit, claim, demand, proceeding or investigation involving matters of the type contemplated by the immediately preceding sentence. Except as specified in Section 4.1(k) of the Disclosure Schedule, there are no restrictions on the ability of Company, any Subsidiary of Company or any of their respective successors or assigns to sell, license, lease, transfer, use, reproduce, distribute, modify or otherwise exploit any Intellectual Property.

(l) MATERIAL CONTRACTS. There have been made available to Parent and its representatives true, correct and complete copies of all of the following contracts to which Company or any of its Subsidiaries is a party or by which any of them is bound (collectively, the "Material Contracts"): (i) contracts with any current officer or director of Company or any of its Subsidiaries; (ii) contracts (A) for the sale of any of the assets of Company or any of its Subsidiaries, other than contracts entered into in the ordinary course of business or (B) for the grant to any person of any preferential rights to purchase any of its assets; (iii) contracts which restrict Company or any of its Subsidiaries from competing in any line of business or with any person in any geographical area or which restrict any other person from competing with Company or any of its Subsidiaries in any line of business or in any geographical area; (iv) indentures, credit agreements, security agreements, mortgages, guarantees, promissory notes and other contracts relating to the borrowing of money; and (v) all other agreements, contracts or instruments that are material to Company and its Subsidiaries taken as a whole. Except as specified in Section 4.1(l) of the Disclosure Schedule, all of the Material Contracts are in full force and effect and are the legal, valid and binding obligation of Company and/or its Subsidiaries, enforceable against them in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), except where the failure of such Material Contracts to be in full force and effect or to be legal, valid, binding or enforceable against Company and/or its Subsidiaries has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company. Except as specified in Section 4.1(l) of the Disclosure Schedule, neither Company nor any of its Subsidiaries is in breach or default in any material respect under any Material Contract nor, to the knowledge of Company, is any other party to any Material Contract in breach or default thereunder in any material respect, except where such breaches or defaults have not had and would not reasonably be expected to have a Material Adverse Effect on Company.

(m) LITIGATION, ETC. As of the date hereof, except as disclosed in the Filed SEC Documents or specified in Section 4.1(m) of the Disclosure Schedule, (i) there is no suit, claim, action, proceeding (at law or in equity) or investigation pending or, to the knowledge of Company, threatened against Company or any of its Subsidiaries before any court or other Governmental Entity, and (ii) neither Company nor any of its Subsidiaries is subject to any outstanding order, writ, judgement, injunction, decree or arbitration order or award that, in any such case described in clauses (i) and (ii), has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company. As of the date hereof, there are no suits, claims, actions, proceedings or investigations pending or, to the knowledge of

Company, threatened, seeking to prevent, hinder, modify or challenge the transactions contemplated by this Agreement.

(n) COMPLIANCE WITH APPLICABLE LAWS. All federal, state, local and foreign governmental approvals, authorizations, certificates, filings, franchises, licenses, notices, permits and rights ("Permits") necessary for each of Company and its Subsidiaries to own, lease or operate its properties and assets and to carry on its business as now conducted have been obtained or made, and there has occurred no default under any such Permit, except for the lack of Permits and for defaults under Permits which lack or default would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company. Except as disclosed in the Filed SEC Documents or specified in Section 4.1(n) of the Disclosure Schedule, Company and its Subsidiaries are in compliance with all applicable statutes, laws, ordinances, rules, orders and regulations of any Governmental Entity, except for non-compliance which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company.

(o) ENVIRONMENTAL LAWS. Except as disclosed in the Filed SEC Documents or as specified in Section 4.1(o) of the Disclosure Schedule or as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company: (A) neither Company nor any of its Subsidiaries has violated or is in violation of any Environmental Law (as defined in Section 9.3); (B) none of the Owned Real Property or Leased Real Property (including without limitation soils and surface and ground waters) are contaminated with any Hazardous Substance (as defined in Section 9.3) in quantities which require investigation or remediation under Environmental Laws; (C) neither Company nor any of its Subsidiaries is liable for any off-site contamination; (D) neither Company nor any of its Subsidiaries has any liability or remediation obligation under any Environmental Law; (E) no assets of Company or any of its Subsidiaries are subject to pending or, to Company's knowledge, threatened Liens under any Environmental Law; (F) Company and its Subsidiaries have all Permits required under any Environmental Law ("Environmental Permits"); and (G) Company and its Subsidiaries are in compliance with their respective Environmental Permits.

(p) TAXES. Except as specified in Section 4.1(p) of the Disclosure Schedule:

(i) Except where the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company, each of Company and each Subsidiary of Company (and any affiliated or unitary group of which any such person was a member) has (A) timely filed all federal, state, local and foreign returns, declarations, reports, estimates, information returns and statements ("Returns") required to be filed by or for it in respect of any Taxes (as hereinafter defined) and has caused such Returns as so filed to be true, correct and complete, (B) established reserves that are reflected in Company's most recent financial statements included in the Filed SEC Documents and that as so reflected are adequate for the payment of all Taxes not yet due and payable with respect to the results of operations of Company and its Subsidiaries through the date hereof, and (C) timely withheld and paid over to the proper taxing authorities all Taxes and other amounts required to be so withheld and paid over. Each of Company and each Subsidiary of Company (and any affiliated or unitary group of which any such person was a member) has timely paid all Taxes that are shown as being

due on the Returns referred to in the immediately preceding sentence. There have been made available to Parent and its representatives true, correct and complete copies of all Returns filed by or for Company and each Subsidiary of Company (and any affiliated or unitary group of which any such person was a member) in respect of any Taxes.

(ii) As of the date hereof, (A) there has been no taxable period since 1992 for which a Return of Company or any of its Subsidiaries has been or is being examined by the Internal Revenue Service (the "IRS") or any other federal, state, local or foreign taxing authority, and (B) except for alleged deficiencies which have been finally and irrevocably resolved, Company has not received formal or informal notification that any deficiency for any Taxes, the amount of which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company, has been or will be proposed, asserted or assessed against Company or any of its Subsidiaries by any federal, state, local or foreign taxing authority or court with respect to any period.

(iii) Neither Company nor any of its Subsidiaries is a party to, is bound by or has any obligation under any tax sharing agreement or similar agreement or arrangement with any person other than Company or any of its Subsidiaries.

For purposes of this Agreement, "Taxes" shall mean all federal, state, local, foreign income, property, sales, excise, employment, payroll, franchise, withholding and other taxes, tariffs, charges, fees, levies, imposts, duties, licenses or other assessments of every kind and description, together with any interest and any penalties, additions to tax or additional amounts imposed by any federal, state, local or foreign taxing authority.

(q) BENEFIT PLANS. Section 4.1(q) of the Disclosure Schedule sets forth a true, correct and complete list of all the employee benefit plans (as that phrase is defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) maintained or contributed to (or to which Company has any obligation to contribute) for the benefit of any current or former employee, officer or director of Company or any of its Subsidiaries ("Company ERISA Plans") and any other benefit or compensation plan, program or arrangement maintained or contributed to (or to which Company has any obligation to contribute) for the benefit of any current or former employee, officer or director of Company or any of its Subsidiaries (Company ERISA Plans and such other plans being referred to as "Company Plans"). Company has no liability with respect to any plan, program or arrangement of the type described in the preceding sentence other than the Company Plans.

Company has furnished or made available to Parent and its representatives a true, correct and complete copy of every document pursuant to which each Company Plan is established or operated (including any summary plan descriptions), a written description of any Company Plan for which there is no written document, all determination letters from the IRS with respect to any Company Plan, all trust agreements, insurance contracts, and other documents relating to the funding or payment of benefits under any Company Plan and the six most recent annual reports, financial statements and actuarial valuations with respect to each Company Plan, where applicable. Except as specified in Section 4.1(q) of the Disclosure Schedule:

(i) none of the Company ERISA Plans is a "multiemployer plan" within the meaning of Section 3(37) of ERISA or a "multiple employer plan" within the meaning of Section 210(a) of ERISA or Section 413(c) of the Code;

(ii) no Company ERISA Plan has incurred an accumulated funding deficiency within the meaning of Section 302 of ERISA or Section 412 of the Code, nor has any waiver of the minimum funding standards of Section 302 of ERISA and Section 412 of the Code been requested of or granted by the Internal Revenue Service with respect to any Employee Plan, nor has any lien in favor of any Employee Plan arisen under Section 412 of the Code or Section 302(f) of ERISA;

(iii) the Company has not been required to provide security to any defined benefit plan pursuant to Section 401(a)(29) of the Code;

(iv) (A) the Pension Benefit Guaranty Corporation ("PBGC") has not instituted proceedings to terminate any Company ERISA Plan that is a "defined benefit plan" within the meaning of Section 3(35) of ERISA of Company or its Subsidiaries or members of their "controlled group" or to appoint a trustee or administrator of such defined benefit plan, (B) no circumstances exist that constitute grounds under Section 404 of ERISA entitling the PBGC to institute any such proceedings, (C) no liability to the PBGC or under Title IV of ERISA has been incurred or is expected with respect to any such defined benefit plan that could result in liability to any member of the "controlled group" or Parent other than for premiums pursuant to Section 4007 which are not yet due and payable, and (D) no such defined benefit plan has been terminated by Company, its Subsidiaries or members of their "controlled group";

(v) there has been no "reportable event" within the meaning of Section 4043 and the regulations and interpretations thereunder which has not been fully and accurately reported in a timely fashion, as required, or which, whether or not reported, would constitute grounds for the PBGC to institute termination proceedings with respect to any Company ERISA Plan;

(vi) as of the last valuation date for which a report has been completed, the fair market value of the assets of each Company ERISA Plan that is a defined benefit plan exceeds the accumulated benefit obligation thereunder (all determined in accordance with Financial Accounting Standards Board Statement of Financial Accounting Standards No. 87).

(vii) none of the Company Plans promises or provides retiree health benefits or retiree life insurance benefits to any person except as required by Section 4980B of the Code;

(viii) none of the Company Plans provides for payment of a benefit, the increase of a benefit amount, the payment of a contingent benefit or the acceleration of the payment or vesting of a benefit by reason of the execution of this Agreement or the consummation of the transactions contemplated by this Agreement;

(ix) neither Company nor any of its Subsidiaries has an obligation to adopt, or is considering the adoption of, any new benefit or compensation plan, program or arrangement or, except as required by law, the amendment of an existing Company Plan;

(x) each Company ERISA Plan intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that it is so qualified and each trust created thereunder has heretofore been determined by the IRS to be exempt from tax under the provisions of Section 501(a) of the Code, and nothing has occurred since the date of any such determination that could reasonably be expected to affect the qualified status of such Company ERISA Plan or the tax-exempt status of any such trust;

(xi) each Company Plan has been operated in accordance with its terms and the requirements of all applicable law, and no prohibited transaction (for which an exemption does not apply) described in Section 406 of ERISA or Section 4975 of the Code has occurred with respect to any Company ERISA Plan;

(xii) neither Company nor any of its Subsidiaries or members of their "controlled group" has incurred any direct or indirect liability under ERISA or the Code in connection with the termination of, withdrawal from or failure to fund, any Company ERISA Plan or other retirement plan or arrangement, and no fact or event exists that could reasonably be expected to give rise to any such liability;

(xiii) Company is not aware of any claims relating to the Company Plans, other than routine claims for benefits;

(xiv) none of the Company Plans provides for benefits or other participation therein, and Company has received no written claims or demands for participation in or benefits under any Company Plan, by any individual who is not a current or former employee of Company or a dependent or other beneficiary of any such current or former employee;

(xv) with respect to each group health plan benefitting any current or former employee of Company, its Subsidiaries or members of their "controlled group," that is subject to Section 4980B of the Code, or was subject to Section 162(k) of the Code, Company, its Subsidiaries and members of their "controlled group" have complied with (x) the continuation coverage requirements of Section 4980B of the Code and Section 162(k) of the Code, as applicable, and Part 6 of Subtitle B of Title I of ERISA and (y) the Health Insurance Portability and Accountability Act of 1996;

(xvi) with respect to each group health plan that is subject to Section 1862(b)(1) of the Social Security Act, Company has complied with the secondary payer requirements of Section 1862(b)(1) of such Act;

(xvii) no Company Plan is or at any time was funded through a "welfare benefit fund" as defined in Section 419(e) of the Code, and no benefits under any Company Plan are or at any time have been funded through a voluntary employees' beneficiary association

(within the meaning of Section 501(c)(9) of the Code) or a supplemental unemployment benefit plan (within the meaning of Section 501(c)(17) of the Code);

(xviii) with respect to any insurance policy providing funding for benefits under any Company Plan, (x) there is no liability of Company in the nature of a retroactive rate adjustment, loss sharing arrangement or other actual or contingent liability, nor would there be any such liability if such insurance policy was terminated on the date hereof, and (y) no insurance company issuing any such policy is in receivership, conservatorship, liquidation or similar proceeding and, to the knowledge of Company, no such proceedings with respect to any insurer are imminent;

provided, however, that the failure of the representations set forth in clauses (iv), (x), (xi), (xii) and (xiii) to be true and correct shall not be deemed to be a breach of any such representation unless such failures would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Company;

(r) ABSENCE OF CHANGES IN BENEFIT PLANS. Except as disclosed in the Filed SEC Documents or in Section 4.1(r) of the Disclosure Schedule, since the date of the most recent audited financial statements included in the Filed SEC Documents, neither Company nor any of its Subsidiaries has adopted or agreed to adopt any collective bargaining agreement or any Company Plan.

(s) LABOR MATTERS.

(i) Except as specified in Section 4.1(s)(i) of the Disclosure Schedule, neither Company nor any of its Subsidiaries is a party to any employment, labor or collective bargaining agreement, and there are no employment, labor or collective bargaining agreements which pertain to employees of Company or any of its Subsidiaries. Company has heretofore made available to Parent true, complete and correct copies of the agreements set forth in Section 4.1(s)(i) of the Disclosure Schedule, together with all amendments, modifications, supplements or side letters affecting the duties, rights and obligations of any party thereunder.

(ii) Except as specified in Section 4.1(s)(ii) of the Disclosure Schedule, as of the date hereof, there are no (A) unfair labor practice charges, grievances or complaints pending or threatened in writing by or on behalf of any employee or group of employees of Company or any of its Subsidiaries, or (B) complaints, charges or claims against Company or any of its Subsidiaries pending, or threatened in writing to be brought or filed, with any Governmental Entity or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any individual by Company or any of its Subsidiaries.

(t) BROKERS. No broker, investment banker, financial advisor or other person, other than WDR and Kohlberg & Company, L.L.C., the fees and expenses of which will be paid by Company, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Company.

(u) WRITTEN OPINION OF FINANCIAL ADVISOR. Company has received the opinion of WDR on January 18, 1999 (a true, correct and complete copy of which will be delivered to Parent by Company), to the effect that, based upon and subject to the matters set forth therein and as of the date thereof, the Offer Consideration and the Merger Consideration to be received by the holders of Shares in the Offer and the Merger, respectively, is fair, from a financial point of view, to such holders and such opinion has not been withdrawn or modified.

(v) VOTING REQUIREMENTS. In the event that Section 253 of the DGCL is inapplicable and unavailable to effectuate the Merger, the affirmative vote of the holders of a majority of the outstanding Shares entitled to vote at the Stockholders Meeting (as defined in Section 6.1(a)) with respect to the adoption of this Agreement is the only vote of the holders of any class or series of Company's capital stock or other securities required in connection with the consummation by Company of the Merger and the other transactions contemplated hereby to be consummated by Company. The restrictions contained in Section 203 of the DGCL are not applicable to the transactions contemplated hereby or the transactions contemplated by the Stockholder Agreement.

Section 4.2 REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB. Parent and Merger Sub jointly and severally represent and warrant to Company as follows:

(a) ORGANIZATION, STANDING AND CORPORATE POWER. Each of Parent and Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated and has the requisite corporate power and authority to carry on its business as now being conducted. Each of Parent and Merger Sub has delivered to Company true, complete and correct copies of its certificate of incorporation and bylaws, in each case, as amended to the date of this Agreement.

(b) AUTHORITY; NONCONTRAVENTION. Parent and Merger Sub have the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the transactions contemplated hereby have been duly authorized by the Executive Committee of the Board of Directors of Parent and the Board of Directors of Merger Sub and have been duly approved by Parent as sole stockholder of Merger Sub, and no other corporate proceedings on the part of Parent or Merger Sub are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Company, constitutes a valid and binding obligation of each of Parent and Merger Sub, enforceable against each such party in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the provisions of this Agreement will not (i) conflict with any of the provisions of the certificate of incorporation or bylaws of Parent or Merger Sub, in each case as amended to the date of this Agreement, (ii) subject to the governmental filings and other matters referred to in Section 4.2(c), conflict with, result in a breach of or default (with or without notice or lapse of time, or

both) under, or give rise to a material obligation, a right of termination, cancellation or acceleration of any obligation or loss of a material benefit under, or require the consent of any person under, any indenture, or other agreement, permit, concession, franchise, license or similar instrument or undertaking to which Parent or Merger Sub is a party or by which Parent or Merger Sub or any of their respective assets is bound or affected, or (iii) subject to the governmental filings and other matters referred to in Section 4.2(c), contravene any domestic or foreign law, rule or regulation, or any order, writ, judgment, injunction, decree, determination or award currently in effect, which, in the case of clauses (ii) and (iii) above, could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Parent.

(c) CONSENTS AND APPROVALS. No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity which has not been received or made is required by or with respect to Parent or Merger Sub in connection with the execution and delivery of this Agreement by Parent or Merger Sub or the consummation by Parent or Merger Sub, as the case may be, of any of the transactions contemplated hereby, except for (i) the filing of premerger notification and report forms under the HSR Act, (ii) the filing with the SEC of (A) the Schedule 14D-1, the information statement required under Rule 14f-1 of the Exchange Act and (B) such reports under the Exchange Act as may be required in connection with this Agreement or the Stockholder Agreement and the transactions contemplated hereby and thereby, (iii) the filing of the certificate of merger or, if permitted, a certificate of ownership and merger with the Delaware State Secretary and appropriate documents with the relevant authorities of other states in which Company is qualified to do business, (iv) applicable environmental statutes, and (v) any other consents, approvals, authorizations, filings or notices the failure to make or obtain which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Parent.

(d) CERTAIN INFORMATION. Subject to Company's fulfillment of its obligations hereunder with respect thereto, the Offer Documents will contain (or will be amended in a timely manner so as to contain) all information which is required to be included therein in accordance with the Exchange Act and the rules and regulations thereunder and any other applicable law and will conform in all material respects with the requirements of the Exchange Act and any other applicable law, and the Offer Documents will not, at the respective times they are filed with the SEC or published, sent or given to Company's stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading; provided, however, that no representation or warranty is hereby made by Parent or Merger Sub with respect to any information supplied or to be supplied by Company in writing for inclusion in, or with respect to Company information derived from Company's public SEC filings which is included or incorporated by reference in the Offer Documents. None of the information supplied or to be supplied by Parent or Merger Sub in writing for inclusion or incorporation by reference in, or which may be deemed to be incorporated by reference in, the Schedule 14D-9, the information statement required under Rule 14f-1 of the Exchange Act or the Proxy Statement will, at the respective times the Schedule 14D-9, the information statement required under Rule 14f-1 of the Exchange Act and the Proxy Statement are filed with the SEC or published, sent or given to Company's stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the

statements therein, in light of the circumstances under which they are made, not misleading. If at any time prior to the Effective Time any event with respect to Parent or Merger Sub, or with respect to any information supplied by Parent or Merger Sub for inclusion in the Schedule 14D-9, the information statement required under Rule 14f-1 of the Exchange Act or the Proxy Statement, shall occur which is required to be described in an amendment of, or a supplement to, such document, Parent or Merger Sub shall so describe the event to Company.

(e) FINANCING. Parent and Merger Sub collectively have cash on hand or credit facilities with financially responsible third parties, or a combination thereof, in an aggregate amount sufficient to enable Parent and Merger Sub to timely perform their obligations hereunder, including to (i) pay in full (A) the aggregate Offer Consideration, (B) the aggregate Merger Consideration and the aggregate Option Consideration, and (C) all fees and expenses payable by Parent and Merger Sub in connection with this Agreement and the transactions contemplated thereby and (ii) satisfy and discharge such of Company's existing indebtedness as, pursuant to its terms, will become due and payable prior to its stated maturity as a result of the consummation of the transactions contemplated hereby.

(f) BROKERS. No broker, investment banker, financial advisor or other person, other than Goldman, Sachs & Co., the fees and expenses of which will be paid by Parent, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangement made by or on behalf of Parent or Merger Sub.

(g) OPERATIONS OF MERGER SUB. Merger Sub (or any other wholly-owned Subsidiary of Parent which may be used to effect the Offer and the Merger contemplated by the Agreement) was formed solely for the purpose of engaging in the transactions contemplated by this Agreement, has engaged in no other business activities and has conducted its operations only as contemplated hereby.

ARTICLE V

CONDUCT OF BUSINESS OF COMPANY

Section 5.1 CONDUCT OF BUSINESS OF COMPANY. Except as expressly provided for herein or in the Fiber Cement Agreement, during the period from the date of this Agreement to the Effective Time, Company shall, and shall cause each of its Subsidiaries to, act and carry on its business only in the ordinary course of business consistent with past practice and, to the extent consistent therewith, use reasonable efforts to preserve intact its current business organizations, keep available the services of its current key officers and employees and preserve the goodwill of those engaged in material business relationships with Company. To that end, without limiting the generality of the foregoing, except as expressly provided for in this Agreement or the Fiber Cement Agreement, Company shall not, and shall not permit any of its Subsidiaries to, without the prior consent of Parent:

(i) (A) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, securities or other property) in respect of, any of its outstanding capital stock (other than, with respect to a Subsidiary of Company, to its corporate parent), (B) split, combine or reclassify any of its outstanding capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its outstanding capital stock, or (C) purchase, redeem or otherwise acquire any shares of outstanding capital stock or any rights, warrants or options to acquire any such shares, except, in the case of this clause (C), for the acquisition of Shares from holders of Options in full or partial payment of the exercise price payable by such holder upon exercise of Options;

(ii) issue, sell, grant, pledge or otherwise encumber any shares of its capital stock, any other voting securities or any securities convertible into or exchangeable for, or any rights, warrants or options to acquire, any such shares, voting securities or convertible or exchangeable securities, other than upon the exercise of Options outstanding on the date of this Agreement;

(iii) amend its certificate of incorporation, bylaws or other comparable charter or organizational documents, except for any amendment required in connection with the performance by Company of its obligations under this Agreement, including but not limited to its obligations under Section 1.4;

(iv) directly or indirectly acquire, make any investment in, or make any capital contributions to, any person other than in the ordinary course of business consistent with past practice;

(v) directly or indirectly sell, pledge or otherwise dispose of or encumber any of its properties or assets that are material to its business, except for sales, pledges or other dispositions or encumbrances in the ordinary course of business consistent with past practice;

(vi) (A) incur any indebtedness for borrowed money or guarantee any such indebtedness of another person, other than indebtedness owing to or guarantees of indebtedness owing to Company or any direct or indirect wholly owned Subsidiary of Company or (B) make any loans or advances to any other person, other than to Company or to any direct or indirect wholly owned Subsidiary of Company and other than routine advances to employees consistent with past practice, except, in the case of clause (A), for borrowings under existing credit facilities described in the Filed SEC Documents in the ordinary course of business consistent with past practice;

(vii) enter into any compromise or settlement of, or take any material action with respect to, any litigation, action, suit, claim, proceeding or investigation other than the prosecution, defense and settlement of routine litigation, actions, suits, claims, proceedings or investigations in the ordinary course of business;

(viii) grant or agree to grant to any officer, employee or consultant any increase in wages or bonus, severance, profit sharing, retirement, deferred compensation,

insurance or other compensation or benefits, or establish any new compensation or benefit plans or arrangements, or amend or agree to amend any existing Company Plans, except as may be required under existing agreements or by law or pursuant to the normal severance policies or practices of Company or its Subsidiaries as in effect on the date of this Agreement, or increases in salary or wages payable or to become payable in the ordinary course of business consistent with past practice;

(ix) accelerate the payment, right to payment or vesting of any bonus, severance, profit sharing, retirement, deferred compensation, stock option, insurance or other compensation or benefits;

(x) enter into or amend any employment, consulting, severance or similar agreement with any individual other than in the ordinary course of business consistent with past practice, except with respect to new hires of non-officer employees in the ordinary course of business consistent with past practice;

(xi) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other material reorganization or any agreement relating to an Acquisition Proposal (as defined in Section 6.5(d));

(xii) make any tax election or settle or compromise any income tax liability of Company or of any of its Subsidiaries involving on an individual basis more than $100,000;

(xiii) make any change in any method of accounting or accounting practice or policy, except as required by any changes in generally accepted accounting principles;

(xiv) enter into any agreement, understanding or commitment that restrains, limits or impedes Company's ability to compete with or conduct any business or line of business;

(xv) plan, announce, implement or effect any reduction in force, lay-off, early retirement program, severance program or other program or effort concerning the termination of employment of employees of Company or its Subsidiaries; or

(xvi) authorize any of, or commit or agree to take any of, the foregoing actions in respect of which it is restricted by the provisions of this Section 5.1.

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.1 COMPANY STOCKHOLDERS MEETING; PREPARATION OF THE PROXY STATEMENT; SHORT-FORM MERGER.

(a) As soon as practicable following the acceptance for payment of and payment for Shares by Merger Sub in the Offer, if required by law to consummate the Merger, Company shall take all action necessary, in accordance with the DGCL, the Exchange Act and other applicable law and its certificate of incorporation and bylaws to convene and hold a special meeting of the stockholders of Company (the "Stockholders Meeting") for the purpose of considering and voting upon this Agreement and to solicit proxies pursuant to the Proxy Statement in connection therewith. Subject to the provisions of Section 6.5(b), the Board of Directors of Company shall recommend that the holders of Shares vote in favor of the adoption of this Agreement at the Stockholders Meeting and shall cause such recommendation to be included in the Proxy Statement. At the Stockholders Meeting, Parent and Merger Sub shall cause all of the Shares owned by them to be voted in favor of the adoption of this Agreement.

(b) As soon as practicable following the acceptance for payment of and payment for Shares by Merger Sub in the Offer, if required by applicable law in order to consummate the Merger, Company, in consultation with Parent, shall prepare and file with the SEC a proxy statement or information statement (together with any supplement or amendment thereto, the "Proxy Statement") relating to the Stockholders Meeting in accordance with the Exchange Act and the rules and regulations thereunder. Parent, Merger Sub and Company will cooperate with each other in the preparation of the Proxy Statement. Without limiting the generality or effect of the foregoing, Company shall use its reasonable efforts to respond to all SEC comments with respect to the Proxy Statement and, subject to compliance with SEC rules and regulations, to cause the Proxy Statement to be mailed to Company's stockholders at the earliest practicable date. Each of Parent and Merger Sub shall promptly supply to Company in writing, for inclusion in the Proxy Statement, all information concerning Parent and Merger Sub required under the Exchange Act and the rules and regulations thereunder to be included in the Proxy Statement.

(c) Notwithstanding the foregoing clauses (a) and (b), in the event that Merger Sub or any other wholly-owned Subsidiary of Parent shall acquire at least 90% of the outstanding shares of Company Common Stock in the Offer, the parties hereto shall, at the request of Merger Sub, take all necessary actions to cause the Merger to become effective, as soon as practicable after the expiration of the Offer, without a meeting of stockholders of Company, in accordance with Section 253 of the DGCL.

(d) Parent shall: (i) cause Merger Sub promptly to submit this Agreement for adoption by its sole stockholder; (ii) cause the outstanding shares of capital stock of Merger Sub to be voted in favor of the adoption of this Agreement; and (iii) cause to be taken all additional actions necessary for Merger Sub to adopt this Agreement.

Section 6.2 ACCESS TO INFORMATION; CONFIDENTIALITY. Company shall, and shall cause each of its Subsidiaries to, afford to Parent and its officers, employees, counsel, financial advisors and other representatives reasonable access (subject, however, to existing confidentiality and similar non-disclosure obligations) during normal business hours and upon reasonable notice during the period prior to the Effective Time to all of Company's and its Subsidiaries' properties, books, contracts, commitments, Returns, personnel and records and, during such period, Company shall, and shall cause each of its Subsidiaries to, furnish as promptly as practicable to Parent such information concerning Company's and its Subsidiaries' businesses, properties, financial condition, operations and personnel as Parent may from time to time reasonably request. Any such investigation by Parent shall not affect the representations or warranties of Company contained in this Agreement. Except as required by law, Parent and Company will hold, and will cause its directors, officers, employees, accountants, counsel, financial advisors and other representatives and affiliates to hold, any non-public information obtained from the other in confidence to the extent required by, and in accordance with the provisions of, the letter agreement, dated October 19, 1998, between Parent and Company with respect to confidentiality and other matters.

Section 6.3 REASONABLE BEST EFFORTS. On the terms and subject to the conditions set forth in this Agreement, each of the parties shall use its reasonable best efforts to take, or cause to be taken, all actions, and do, or cause to be done, and assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Offer, the Merger and the other transactions contemplated hereby, including the satisfaction of the respective conditions set forth in Article VII.

Section 6.4 PUBLIC ANNOUNCEMENTS. Parent and Merger Sub, on the one hand, and Company, on the other hand, shall consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release, SEC filing (including without limitation the Offer Documents, the Schedule 14D-9 and the Proxy Statement) or other public statements with respect to the transactions contemplated hereby, including the Offer and Merger, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law, by court process or by obligations pursuant to any listing agreement with any national securities exchange.

Section 6.5 NO SOLICITATION; ACQUISITION PROPOSALS.

(a) During the period from and including the date of this Agreement to and including the Effective Time, Company shall not, and shall not authorize or permit any of its Subsidiaries, or any of its or their affiliates, officers, directors, employees, agents or representatives (including without limitation any investment banker, financial advisor, attorney or accountant retained by Company or any of its Subsidiaries), to, directly or indirectly, initiate, solicit or encourage (including by way of furnishing information or assistance), or take any other action to facilitate, any Acquisition Proposal (as defined in Section 6.5(d)), or enter into or maintain or continue discussions or negotiations with any person in furtherance of, or approve, agree to, endorse or recommend, any Acquisition Proposal; provided, however, that nothing in this Agreement shall prohibit the Board of Directors of Company, prior to the time at which this

Agreement shall have been adopted by Company's stockholders, from furnishing information to, or entering into, maintaining or continuing discussions or negotiations with, any person that makes a bona fide written Acquisition Proposal after the date hereof under circumstances not involving any breach of the provisions of this Section 6.5(a) if, and to the extent that, (i) the Board of Directors of Company, after consultation with and based upon the advice of independent legal counsel, determines in good faith that the failure to take such action would constitute a breach by the Board of Directors of Company of its fiduciary duties to Company's stockholders under applicable law and (ii) prior to furnishing any non-public information to such person, Company receives from such person an executed confidentiality agreement with provisions no less favorable to Company than the letter agreement relating to the furnishing of confidential information of Company to Parent referred to in the last sentence of Section 6.2. Company shall promptly (and, in any event within 24 hours) notify Parent after receipt of any Acquisition Proposal or any request for information relating to Company or any of its Subsidiaries or for access to the properties, books or records of Company or any of its Subsidiaries by any person who has informed Company that such person is considering making, or has made, an Acquisition Proposal (which notice shall identify the person making, or considering making, such Acquisition Proposal and shall set forth the material terms of any Acquisition Proposal received), and Company shall keep Parent informed in reasonable detail of the terms, status and other pertinent details of any such Acquisition Proposal.

(b) During the period from and including the date of this Agreement to and including the Effective Time, neither the Board of Directors of Company nor any committee thereof shall withdraw or modify, or propose publicly to withdraw or modify, in a manner adverse to Parent or Merger Sub, the approval of this Agreement or the transactions contemplated hereby or the recommendations referred to in Section 1.3 or the penultimate sentence of Section 6.1(a); provided, however, that nothing contained in this Agreement will prohibit the Board of Directors of Company from withdrawing or modifying the recommendations referred to in Section 1.3 or the penultimate sentence of Section 6.1(a) following the receipt by Company after the date hereof, under circumstances not involving any breach of the provisions of Section 6.5(a), of an Acquisition Proposal if, and to the extent that, the Board of Directors of Company, after consultation with and based upon the advice of independent legal counsel, determines in good faith that the failure to take such action would constitute a breach by the Board of Directors of Company of its fiduciary duties to Company's stockholders under applicable law; and provided further that nothing contained in this Agreement will prohibit the Board of Directors of Company from, to the extent applicable, complying with Rule 14e-2 promulgated under the Exchange Act with regard to an Acquisition Proposal.

(c) Subject to Company's right to terminate this Agreement pursuant to Section 8.1(a)(vi), nothing in this Section 6.5, and no action taken by the Board of Directors of Company pursuant to this Section 6.5, will permit Company to enter into any agreement providing for any transaction contemplated by an Acquisition Proposal for as long as this Agreement remains in effect.

(d) For purposes of this Agreement, "Acquisition Proposal" means an inquiry, offer, proposal or other indication of interest regarding any of the following (other than the transactions provided for in this Agreement, the Stockholder Agreement or the Fiber Cement

Agreement involving Company: (i) any merger, consolidation, share exchange, recapitalization, business combination or other similar transaction; (ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition of all or substantially all the assets of Company and its Subsidiaries, taken as a whole, in a single transaction or series of related transactions; (iii) any tender offer or exchange offer for or other acquisition of 20% percent or more of the outstanding shares of capital stock of Company or the filing of a registration statement under the Securities Act in connection therewith; or (iv) any public announcement of a proposal, plan or intention to do any of the foregoing or any agreement to engage in any of the foregoing.

Section 6.6 CONSENTS, APPROVALS AND FILINGS. Upon the terms and subject to the conditions hereof, each of the parties hereto shall (a) make promptly its respective filings, and thereafter make any other required submissions, under the HSR Act and the Exchange Act, with respect to the Offer, the Merger and the other transactions contemplated hereby and (b) use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the Offer, the Merger and the other transactions contemplated hereby, including without limitation using its reasonable best efforts to obtain all licenses, permits, consents, approvals, authorizations, qualifications and orders of Governmental Entities and parties to contracts with Company and its Subsidiaries as are necessary for the consummation of the Offer, the Merger and the other transactions contemplated hereby and to fulfill the conditions to the Offer and the Merger; provided, however, that in no event shall Parent or any of its Subsidiaries be required to agree or commit to divest, hold separate, offer for sale, abandon, limit its operation of or take similar action with respect to any assets (tangible or intangible) or any business interest of it or any of its Subsidiaries (including without limitation the Surviving Corporation after consummation of the Offer or the Merger) in connection with or as a condition to receiving the consent or approval of any Governmental Entity (including without limitation under the HSR Act). In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of each party to this Agreement shall use their reasonable best efforts to take all such action.

Section 6.7 EMPLOYEE BENEFIT MATTERS.

(a) From and after the Effective Time, Parent shall, and shall cause its Subsidiaries (including the Surviving Corporation) to, honor and provide for payment of all accrued obligations and benefits, including but not limited to any bonus payments earned in respect of fiscal 1998 but not yet paid, under all Company Plans and employment or severance agreements between Company and persons who are or had been employees of Company or any of its Subsidiaries at or prior to the Effective Time ("Covered Employees"), all in accordance with their respective terms.

(b) From and after the Effective Time, Parent shall, and shall cause its Subsidiaries (including the Surviving Corporation) to, provide Covered Employees who remain in the employ of Parent or any such Subsidiary employee benefits that are reasonably comparable to the employee benefits provided to similarly situated employees of Parent or any such Subsidiary who are not Covered Employees. To the extent that Covered Employees are included

in any benefit plan of Parent or its Subsidiaries, Parent agrees that the Covered Employees shall receive credit under such plan for service prior to the Effective Time with Company and its Subsidiaries to the same extent such service was counted under similar Company Plans for purposes of eligibility, vesting, eligibility for retirement (but not for benefit accrual) and, with respect to vacation, disability and severance, benefit accrual. To the extent that Covered Employees are included in any medical, dental or health plan other than the plan or plans they participated in at the Effective Time, no such plans shall include pre-existing condition exclusions, except to the extent such exclusions were applicable under the similar Company Plan at the Effective Time, and all such plans shall provide credit for any deductibles and co-payments applied or made with respect to each Covered Employee in the calendar year of the change.

(c) Notwithstanding anything in this Agreement to the contrary, from and after the Effective Time, the Surviving Corporation will have sole discretion over the hiring, promotion, retention, firing and other terms and conditions of the employment of employees of the Surviving Corporation. Except as otherwise provided in this Section 6.7, nothing herein shall prevent Parent or the Surviving Corporation from amending or terminating any Company Plan in accordance with its terms.

Section 6.8 INDEMNIFICATION; DIRECTORS' AND OFFICERS' INSURANCE.

(a) The provisions with respect to indemnification set forth in the certificate of incorporation and bylaws of Merger Sub as in effect on the date of this Agreement (true, correct and complete copies of which have been provided to Company) shall be substantially identical to the corresponding indemnification provisions, if any, contained in the certificate of incorporation and by-laws of Company and, for a period of six years after the Effective Time, shall not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of individuals who at any time prior to the Effective Time were directors or officers of Company in respect of actions or omissions occurring at or prior to the Effective Time (including without limitation the transactions contemplated by this Agreement), unless such modification is required by law.

(b) From and after the Effective Time, Parent shall, or shall cause the Surviving Corporation to, indemnify, defend and hold harmless each person who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective Time, an officer or director of Company (the "Indemnified Parties") against all losses, claims, damages, costs, expenses (including reasonable attorneys' fees and expenses), liabilities or judgments or amounts that are paid in settlement with the approval of the indemnifying party (which approval shall not be unreasonably withheld) incurred in connection with any threatened or actual action, suit or proceeding based in whole or in part on or arising in whole or in part out of the fact that such person is or was a director or officer of Company ("Indemnified Liabilities"), including all Indemnified Liabilities based in whole or in part on, or arising in whole or in part out of, this Agreement or the transactions contemplated hereby, in each case, to the full extent that a corporation is permitted under the DGCL to indemnify its own directors or officers, as the case may be (and shall pay expenses in advance of the final disposition of any such action, suit or proceeding to each Indemnified Party to the full extent permitted by the DGCL, upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount if it shall

ultimately be determined that such person is not entitled to be so indemnified). In the event any such claim, action, suit, proceeding or investigation is brought against any Indemnified Party, the indemnifying party shall have a right to assume and direct all aspects of the defense thereof, including settlement, and the Indemnified Party shall cooperate in the vigorous defense of any such matter. The Indemnified Party shall have a right to participate in (but not control) the defense of any such matter with its own counsel and at its own expense. The indemnifying party shall not settle any such matter unless (i) the Indemnified Party gives prior written consent, which shall not be unreasonably withheld, or (ii) the terms of the settlement provide that the Indemnified Party shall have no responsibility for the discharge of any settlement amount and impose no other obligations or duties on the Indemnified Party and the settlement provides the Indemnified Parties with a full release and discharges all rights against the Indemnified Party with respect to such matter. In no event shall the indemnifying party be liable for any settlement effected without its prior written consent. Any Indemnified Party wishing to claim indemnification under this Section 6.8(b), upon learning of any such claim, action, suit, proceeding or investigation, shall notify Parent and the Surviving Corporation (but the failure so to notify shall not relieve the indemnifying party from any liability which it may have under this Section 6.8(b) except to the extent such failure prejudices such indemnifying party), and shall deliver to Parent and the Surviving Corporation the undertaking contemplated by Section 145(e) of the DGCL. The Indemnified Parties as a group will be represented by a single law firm with respect to each such matter unless there is, under applicable standards of professional conduct (as determined in good faith by counsel to the Indemnified Parties), a conflict on any significant issue between the positions of any two or more Indemnified Parties. The rights to indemnification under this Section 6.8(b) shall continue in full force and effect for a period of four years from the Effective Time; provided, however, that all rights to indemnification in respect of any Indemnified Liabilities asserted or made within such period shall continue until the disposition of such Indemnified Liabilities.

(c) For a period commencing at the Effective Time and expiring on the sixth anniversary of the Effective Time, Parent shall cause to be maintained in effect policies of directors' and officers' liability insurance, for the benefit of those persons who are covered by Company's directors' and officers' liability insurance policies at the Effective Time, providing coverage with respect to matters occurring prior to the Effective Time that is at least equal to the coverage provided under Company's current directors' and officers' liability insurance policies, to the extent that such liability insurance can be maintained at an annual cost to Parent not greater than $350,000; provided that if such insurance cannot be so maintained at such cost, Parent shall maintain as much of such insurance as can be so maintained at a cost equal to $350,000.

(d) The provisions of this Section 6.8 (i) are intended to be for the benefit of, and will be enforceable by, each Indemnified Party, his or her heirs and his or her representatives and (ii) are in addition (without duplication) to any other rights to indemnification or contribution that any such person may have by contract or otherwise.

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligation of each party to effect the Merger shall be subject to the satisfaction or written waiver on or prior to the Closing Date of the following conditions:

(a) COMPLETION OF THE OFFER. Merger Sub shall have accepted for payment and paid for all Shares validly tendered in the Offer and not withdrawn; provided, however, that neither Parent nor Merger Sub may invoke this condition if Merger Sub shall have failed to purchase Shares so tendered and not withdrawn in violation of the terms of this Agreement or the Offer.

(b) STOCKHOLDER APPROVAL. This Agreement shall have been adopted by the affirmative vote of the holders of the requisite number of shares of capital stock of Company if such vote is required pursuant to Company's certificate of incorporation, the DGCL or other applicable law.

(c) NO INJUNCTIONS OR RESTRAINTS. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect; provided, however, that prior to invoking this condition, the party so invoking this condition shall have complied with its obligations under Section 6.6.

(d) HSR ACT. All necessary waiting periods under the HSR Act applicable to the Merger shall have expired or been earlier terminated.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

Section 8.1 TERMINATION.

(a) This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Time, notwithstanding adoption thereof by the stockholders of Company, in any one of the following circumstances:

(i) By mutual written consent duly authorized by the Boards of Directors of Parent and Company, subject to Section 1.4(b).

(ii) By Parent or Company, if Shares have not been purchased by Merger Sub pursuant to the Offer on or before April 30, 1999, otherwise than as a result of any material breach of any provision of this Agreement by the party seeking to effect such termination.

(iii) By Parent or Company if, as the result of the failure of any of the conditions set forth in Exhibit A to this Agreement, the Offer shall have expired or Merger Sub shall have terminated the Offer in accordance with its terms without Merger Sub having purchased any Shares pursuant to the Offer; provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(a)(iii) shall not be available to any party whose breach of or failure to fulfill its obligations under this Agreement resulted in the failure of any such condition;

(iv) By Parent or Company, if any court of competent jurisdiction or other Governmental Entity shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Merger or the acceptance for payment of, or payment for, the Shares pursuant to the Offer and such order, decree or ruling or other action shall have become final and nonappealable, provided that the party seeking to terminate this Agreement shall have used its reasonable best efforts to remove or lift such order, decree or ruling;

(v) By Parent, if the Board of Directors of Company or any committee thereof shall have (A) withdrawn or modified in a manner adverse to Parent or Merger Sub, or publicly taken a position materially inconsistent with, its approval or recommendation of this Agreement, the Offer, the Merger or the other transactions contemplated hereby, (B) approved, endorsed or recommended an Acquisition Proposal, or (C) resolved or publicly disclosed any intention to do any of the foregoing;

(vi) By Company, following the receipt by Company after the date hereof, under circumstances not involving any breach of the provisions of Section 6.5(a), of a bona fide written Acquisition Proposal, if the Board of Directors of Company, after consultation with and based upon the advice of independent legal counsel, shall have determined in good faith that the failure to terminate this Agreement would constitute a breach by the Board of Directors of Company of its fiduciary duties to Company's stockholders under applicable law; provided that (A) Company has complied with all provisions of Section 6.5, including the notice provisions therein, (B) Company enters into a definitive agreement providing for the transactions contemplated by such Acquisition Proposal immediately following such termination, and (C) such termination shall not be effective until Company shall have paid to Parent the Fee (as defined below) in accordance with provisions of Section 8.1(b); or

(vii) by Company if Merger Sub or Parent shall have (A) failed to commence the Offer within five business days after the public announcement by Parent and Company of this Agreement, (B) failed to pay for the Shares pursuant to the Offer in accordance with this Agreement, or (C) breached in any material respect any of their respective representations, warranties, covenants or other agreements contained in this Agreement, which breach described in this clause (C) is incapable of being cured or has not been cured within 20 days after the giving of written notice to Parent or Merger Sub, as applicable, except such breaches described in this clause (C) as individually or in the aggregate would not reasonably be expected to materially and adversely affect the ability of Parent or Merger Sub to complete the Offer or the Merger on the terms and subject to the conditions of this Agreement.

(b) If this Agreement is terminated pursuant to Section 8.1(a)(v) or (vi), then, in such event, Company shall pay to Parent a fee in the amount of $5,000,000 (the "Fee"), which amount shall be payable in immediately available funds (i) promptly (and in any event within three business days) after such termination, in the case of termination pursuant to Section 8.1(a)(v) or (ii) prior to or concurrently with such termination, in the case of termination pursuant to Section 8.1(a)(vi).

Section 8.2 EFFECT OF TERMINATION. In the event of the termination and abandonment of this Agreement pursuant to Section 8.1(a) hereof, this Agreement (except for the provisions of Section 4.1(t), Section 4.2(f), Section 6.2, Section 6.4, paragraph (b) of Section 8.1, this Section 8.2 and Article IX) shall forthwith become void and cease to have any force or effect, without any liability on the part of any party hereto or any of its affiliates; provided, however, that nothing in this Section 8.2 shall relieve any party to this Agreement of liability for any willful or intentional breach of this Agreement.

Section 8.3 AMENDMENT. Subject to any applicable provisions of the DGCL and Section 1.4(b), at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement by written agreement executed and delivered by duly authorized officers of the respective parties; provided, however, that after adoption of this Agreement at the Stockholders Meeting, no amendment shall be made which would reduce the amount or change the type of consideration into which each Share shall be converted upon consummation of the Merger. This Agreement may not be modified or amended except by written agreement executed and delivered by duly authorized officers of each of the respective parties.

Section 8.4 EXTENSION; WAIVER. At any time prior to the Effective Time, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties of the other parties contained in this Agreement or in any document delivered pursuant to this Agreement, or (c) subject to Section 8.3, waive compliance with any of the agreements or conditions of the other parties contained in this Agreement, in each case subject to Section 1.4(b). Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Section 8.5 PROCEDURE FOR TERMINATION, AMENDMENT, EXTENSION OR WAIVER. A termination of this Agreement pursuant to Section 8.1, an amendment of this Agreement pursuant to Section 8.3 or an extension or waiver pursuant to Section 8.4 shall, in order to be effective, require in the case of Parent, Merger Sub or Company, action by its Board of Directors or the duly authorized designee of its Board of Directors.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 NONSURVIVAL OF REPRESENTATIONS AND WARRANTIES. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 9.1 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Effective Time.

Section 9.2 FEES AND EXPENSES. Whether or not the Merger shall be consummated, each party hereto shall pay its own expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions contemplated hereby.

Section 9.3 DEFINITIONS. For purposes of this Agreement:

(a) an "affiliate" of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person;

(b) "business day" means any day other than Saturday, Sunday or any other day on which banks in the City of New York are required or permitted to close;

(c) "Disclosure Schedule" means the disclosure schedule delivered by Company to Parent simultaneously with the execution of this Agreement;

(d) "Environmental Laws" means any federal, state or local law relating to: (i) releases or threatened releases of Hazardous Substances or materials containing Hazardous Substances; (ii) the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Substances or materials containing Hazardous Substances; or (iii) otherwise relating to pollution of the environment or the protection of human health;

(e) "Fiber Cement Agreement" means the Asset Purchase Agreement, dated December 21, 1998, among Company, ABTco, Inc. and CertainTeed Corporation, including all its schedules and exhibits, as the same may be amended from time to time with Parent's prior written consent;

(f) "Hazardous Substances" means: (i) those materials, pollutants and/or substances defined in or regulated under the following federal statutes and their state counterparts, as each may be amended from time to time, and all regulations thereunder: the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Federal Insecticide, Fungicide and Rodenticide Act and the Clean Air Act; (ii) petroleum and petroleum products including crude oil and any fractions thereof; (iii) natural gas, synthetic gas and any mixtures thereof; (iv) radon; (v) any other contaminant; and (vi) any materials, pollutants and/or substance with respect to

which any Governmental Entity requires environmental investigation, monitoring, reporting or remediation;

(g) "knowledge" means the actual knowledge of any executive officer of Company or Parent, as the case may be;

(h) "Liens" means, collectively, all pledges, claims, liens, charges, mortgages, conditional sale or title retention agreements, hypothecations, collateral assignments, security interests, easements and other encumbrances of any kind or nature whatsoever;

(i) a "Material Adverse Effect" with respect to any person means a material adverse effect on (i) the ability of such person to perform its obligations under this Agreement or to consummate the transactions contemplated hereby or (ii) the assets, liabilities (actual or contingent), financial condition, results of operations or business of such person and its Subsidiaries taken as a whole, excluding any change or development resulting from (x) events adversely affecting any principal markets served by the business of Company generally or affecting the hardboard siding industry generally which do not have a disproportionate adverse effect on Company or its Subsidiaries, (y) general economic conditions, including changes in the economies of any of the jurisdictions in which Company or any of its Subsidiaries conduct business which do not have a disproportionate adverse effect on Company or its Subsidiaries, or (z) this Agreement, the Stockholder Agreement or any transaction contemplated hereby or thereby;

(j) a "Permitted Lien" has the meaning set forth in Section 4.1(h)(ii) hereof;

(k) a "person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity;

(l) "Principal Stockholders" means Kohlberg Associates, L.P., KABT Acquisition Company, L.P. and George T. Brophy;

(m) a "Subsidiary" of any person means any other person of which (i) the first mentioned person or any Subsidiary thereof is a general partner, (ii) voting power to elect a majority of the board of directors or others performing similar functions with respect to such other person is held by the first mentioned person and/or by any one or more of its Subsidiaries, or (iii) at least 50% of the equity interests of such other person is, directly or indirectly, owned or controlled by such first mentioned person and/or by any one or more of its Subsidiaries.

Section 9.4 NOTICES. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to Parent or to Merger Sub, to

Louisiana-Pacific Corporation
111 SW Fifth Avenue, #-4200
Portland, Oregon 97204
Attention: Mr. Mark Suwyn
Chairman and Chief Executive Officer
Telecopy: (503) 821-5322

with a copy (which shall not constitute notice) to:

Jones, Day, Reavis & Pogue
599 Lexington Avenue
32nd Floor
New York, New York, 10022
Attention: Robert A. Profusek, Esq.
Mark E. Betzen, Esq.
Telecopy: (212) 755-7306

(ii) if to Company, to

ABT Building Products Corporation
One Neenah Center, Suite 600
Neenah, Wisconsin 54956
Attention: Mr. George T. Brophy
Chairman and Chief Executive Officer
Telecopy: (920) 791-0370

with a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Bruce A. Gutenplan, Esq.
Telecopy: (212) 757-3990

Section 9.5 INTERPRETATION. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

Section 9.6 ENTIRE AGREEMENT; THIRD-PARTY BENEFICIARIES. This Agreement constitutes the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement (except for the letter

agreement referenced in the last sentence of Section 6.2). Except to the extent set forth in Section 6.8, this Agreement is not intended to confer upon any person (including without limitation any employees or former employees of Company), other than the parties hereto, any rights or remedies.

Section 9.7 GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Section 9.8 ASSIGNMENT. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void, except that Parent and/or Merger Sub may assign this Agreement to any direct or indirect wholly owned Subsidiary of Parent without the prior consent of Company; provided that Parent and/or Merger Sub, as the case may be, shall remain liable for all of its obligations under this Agreement. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 9.9 ENFORCEMENT. Irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery in and for New Castle County in the State of Delaware (or, if such court lacks subject matter jurisdiction, any appropriate state or federal court in New Castle County in the State of Delaware), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereto (i) shall submit itself to the personal jurisdiction of the Court of Chancery in and for New Castle County in the State of Delaware (or, if such court lacks subject matter jurisdiction, any appropriate state or federal court in New Castle County in the State of Delaware) in the event any dispute arises out of this Agreement or any of the transactions contemplated hereby, (ii) shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) shall not bring any action relating to this Agreement or any of the transactions contemplated hereby in any court other than the Court of Chancery in and for New Castle County in the State of Delaware (or, if such court lacks subject matter jurisdiction, any appropriate state or federal court in New Castle County in the State of Delaware).

Section 9.10 SEVERABILITY. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 9.11 COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[signature page follows]

IN WITNESS WHEREOF, Parent, Merger Sub and Company have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

LOUISIANA-PACIFIC CORPORATION

By: /S/ MARK A. SUWYN

Name: MARK A. SUWYN

Title: CHIEF EXECUTIVE OFFICER

STRIPER ACQUISITION, INC.

By: /S/ MARK A. SUWYN

Name: MARK A. SUWYN

Title: PRESIDENT

ABT BUILDING PRODUCTS CORPORATION

By: /S/ GEORGE T. BROPHY

Name: GEORGE T. BROPHY

Title: CHIEF EXECUTIVE OFFICER

Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement and Plan of Merger among the Parent, Merger Sub and Company to which this Exhibit A is attached (the "Agreement").

CONDITIONS TO THE OFFER. Notwithstanding any other provision of the Offer, Merger Sub shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act (relating to Merger Sub's obligation to pay for or return tendered Shares promptly after expiration or termination of the Offer), to pay for any Shares tendered, and may postpone the acceptance for payment or, subject to the restrictions referred to above, payment for any Shares tendered, and, subject to the terms of the Agreement, may amend or terminate the Offer (whether or not any Shares have theretofore been purchased or paid for pursuant to the Offer) if (i) there shall not have been validly tendered and not withdrawn prior to the time the Offer shall otherwise expire a number of Shares (together with any Shares then owned by Parent or any of its Subsidiaries) which constitutes a majority of the Shares outstanding on a fully-diluted basis on the date of purchase (the "Minimum Share Condition") ("on a fully-diluted basis" having the following meaning, as of any date: the number of Shares outstanding (excluding Shares held as treasury stock by Company or any of its Subsidiaries), together with the number of Shares Company is then required to issue pursuant to obligations outstanding at that date under employee stock option or other benefit plans or otherwise other than unvested Options), (ii) any applicable waiting periods under the HSR Act shall not have expired or been terminated prior to the expiration of the Offer, or (iii) if at any time on or after the date of the Agreement and before acceptance for payment of, or payment for, the Shares, any of the following events shall have occurred and remain in effect:

(a) any United States or Canadian governmental entity or authority or any United States or Canadian court of competent jurisdiction in the United States or in Canada shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order which is in effect and which (1) materially restricts, prevents or prohibits consummation of the transactions contemplated by the Agreement, including the Offer or the Merger, (2) prohibits or limits materially the ownership or operation by Parent or any of its Subsidiaries of all or any material portion of the business or assets of Company and its Subsidiaries taken as a whole or compels Company, Parent, or any of their Subsidiaries to dispose of or hold separate all or any material portion of the business or assets of Company and its Subsidiaries taken as a whole, or (3) imposes material limitations on the ability of Parent, Merger Sub or any other Subsidiary of Parent to exercise effectively full rights of ownership of any Shares, including without limitation the right to vote any Shares acquired by Merger Sub pursuant to the Offer or otherwise on all matters properly presented to Company's stockholders, including without limitation the approval and adoption of the Agreement and the transactions contemplated thereby;

(b) there shall have been instituted or pending any action or proceeding before any United States or Canadian court or governmental entity or authority by any United States or Canadian governmental entity or authority seeking any order, decree or injunction having any effect set forth in (a) above;

(c) the representations and warranties of Company contained in the Agreement (without giving effect to the materiality qualifications contained therein) shall not be true and correct as of the expiration date of the Offer (as the same may be extended from time to time) as though made on and as of such date (except for representations and warranties made as of a specified date, which need be true and correct only as of the specified date), except for any breach or breaches which ,individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Company (provided that this exception shall not apply to the representations and warranties of Company relating to the capital structure of Company);

(d) Company shall not have performed or complied in all material respects with its obligations under the Agreement to be performed or complied with by it and such failure continues until the later of (A) fifteen days after actual receipt by it of written notice from Merger Sub setting forth in detail the nature of such failure or (B) the expiration date of the Offer;

(e) there shall have occurred any material adverse change, or any development that is reasonably likely to result in a material adverse change in the assets, liabilities (actual or contingent), results of operations or business of Company and its Subsidiaries taken as a whole, excluding any change or development resulting from (A) events adversely affecting any principal markets served by the business of Company generally or affecting the hardboard siding industry generally which do not have a disproportionate adverse effect on Company or its Subsidiaries, (B) general economic conditions, including changes in the economies of any of the jurisdictions in which Company or any of its Subsidiaries conduct business which do not have a disproportionate adverse effect on Company or its Subsidiaries, or (C) this Agreement, the Stockholder Agreement or any transaction contemplated hereby or thereby;

(f) the Merger Agreement shall have been terminated in accordance with its terms;

(g) the Board of Directors of Company or any committee thereof shall have (A) withdrawn or modified in a manner adverse to Parent or Merger Sub, or publicly taken a position materially inconsistent with, its approval or recommendation of this Agreement, the Offer, the Merger or the other transactions contemplated hereby, (B) approved, endorsed or recommended an Acquisition Proposal, or (C) resolved or publicly disclosed any intention to do any of the foregoing; or

(h) there shall have occurred (i) any general suspension of, or limitation on prices (other than suspensions or limitations triggered by price fluctuations on a trading day) for, trading in securities on any national securities exchange in the United States,

(ii) the declaration of a banking moratorium or any limitation or suspension of payments in respect of the extension of credit by banks or other lending institutions in the United States, (iii) any commencement of war, armed hostilities or other international or national calamity directly involving the United States having a significant adverse effect on the functionality of financial markets in the United States, or (iv) in the case of any of the foregoing, existing at time of the commencement of the Offer, a material acceleration or worsening thereof.

The foregoing conditions (other than the Minimum Share Condition) are for the sole benefit of Merger Sub and its affiliates and may be asserted by Merger Sub regardless of the circumstances giving rise to any such condition or may be waived by Merger Sub, in whole or in part, from time to time in its sole discretion, except as otherwise provided in the Agreement. The failure by Merger Sub at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right and may be asserted at any time and from time to time.

Should the Offer be terminated pursuant to the foregoing provisions, all tendered Shares not theretofore accepted for payment shall forthwith be returned to the tendering stockholders.

Exhibit 99(c)(2)
EXECUTION COPY

STOCKHOLDER AGREEMENT

This STOCKHOLDER AGREEMENT, dated as of January 19, 1999 (this "Agreement"), is made and entered into among Louisiana-Pacific Corporation, a Delaware corporation ("Parent"), Striper Acquisition, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), and Kohlberg Associates, L.P., KABT Acquisition Company, L.P. and George T. Brophy (each, a "Stockholder" and, collectively, the "Stockholders").

RECITALS:

A. Parent, Merger Sub and ABT Building Products Corporation, a Delaware corporation ("Company"), propose to enter into an Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into Company (the "Merger") on the terms and subject to the conditions set forth in the Merger Agreement. Except as otherwise defined herein, terms used herein with initial capital letters have the respective meanings ascribed thereto in the Merger Agreement.

B. As of the date hereof, each Stockholder beneficially owns and is entitled to dispose of (or to direct the disposition of) and to vote (or to direct the voting of) the number of Shares set forth opposite such Stockholder's name on Schedule A hereto (such Shares, together with any other Shares the beneficial ownership of which is acquired by such Stockholder during the period from and including the date hereof through and including the date on which this Agreement is terminated pursuant to Section 6.2 hereof, are collectively referred to herein as such Stockholder's "Subject Shares").

C. As a condition and inducement to their willingness to enter into the Merger Agreement, Parent and Merger Sub have requested that each Stockholder agree, and each Stockholder has agreed, to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants contained in this Agreement, 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

TENDER OF SHARES

Section 1.1 AGREEMENT TO TENDER SHARES. Each Stockholder shall cause to be validly tendered (and not withdrawn) pursuant to and in accordance with the terms of the Offer (provided that if the Offer is amended in any manner set forth in Section 1.1(b) of the Merger Agreement as requiring the consent of Company, the Stockholders shall not be obligated to tender hereunder unless the amendment is made with their prior written approval which shall not be unreasonably withheld), not later than the tenth business day after commencement of the Offer pursuant to Section 1.1 of the Merger Agreement and Rule 14d-2 under the Exchange Act, all of such Stockholder's Subject Shares. Each Stockholder hereby acknowledges that Merger Sub's

obligation to accept for payment and pay for Shares (including such Stockholder's Subject Shares) pursuant to the Offer is subject to the terms and conditions of the Offer set forth in the Merger Agreement. For all of the Subject Shares validly tendered in the Offer and not withdrawn, the Stockholders will be entitled to receive the highest price paid by Merger Sub in the Offer.

ARTICLE II

VOTING OF SHARES

Section 2.1 AGREEMENT TO VOTE SHARES. At any meeting of the stockholders of Company called to consider and vote upon the adoption of the Merger Agreement (and at any and all postponements and adjournments thereof), and in connection with any action to be taken in respect of the adoption of the Merger Agreement by written consent of stockholders of Company, each Stockholder shall vote or cause to be voted (including by written consent, if applicable) all of such Stockholder's Subject Shares in favor of the adoption of the Merger Agreement and in favor of any other matter necessary for the consummation of the transactions contemplated by the Merger Agreement and considered and voted upon at any such meeting or made the subject of any such written consent, as applicable. At any meeting of the stockholders of Company called to consider and vote upon any Adverse Proposal (as hereinafter defined) (and at any and all postponements and adjournments thereof), and in connection with any action to be taken in respect of any Adverse Proposal by written consent of stockholders of Company, each Stockholder shall vote or cause to be voted (including by written consent, if applicable) all of such Stockholder's Subject Shares against such Adverse Proposal. For purposes of this Agreement, the term "Adverse Proposal" means any (a) Acquisition Proposal, (b) proposal or action that would reasonably be expected to result in a breach of any covenant, representation or warranty of Company set forth in the Merger Agreement, or (c) proposal or action that is intended or would reasonably be expected to impede, interfere with, delay or materially and adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement or this Agreement.

Section 2.2 IRREVOCABLE PROXY.

(a) GRANT OF PROXY. EACH STOCKHOLDER HEREBY APPOINTS PARENT AND ANY DESIGNEE OF PARENT, EACH OF THEM INDIVIDUALLY, SUCH STOCKHOLDER'S PROXY AND ATTORNEY-IN-FACT PURSUANT TO THE PROVISIONS OF SECTION 212 OF THE DELAWARE GENERAL CORPORATION LAW, WITH FULL POWER OF SUBSTITUTION AND RESUBSTITUTION, TO VOTE OR ACT BY WRITTEN CONSENT WITH RESPECT TO SUCH STOCKHOLDER'S SUBJECT SHARES IN ACCORDANCE WITH SECTION 2.1 HEREOF. THIS PROXY IS GIVEN TO SECURE THE PERFORMANCE OF THE DUTIES OF SUCH STOCKHOLDER UNDER THIS AGREEMENT. EACH STOCKHOLDER AFFIRMS THAT THIS PROXY IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE. EACH STOCKHOLDER SHALL TAKE SUCH FURTHER ACTION OR EXECUTE SUCH OTHER INSTRUMENTS AS MAY BE NECESSARY TO EFFECTUATE THE INTENT OF THIS PROXY.

(b) OTHER PROXIES REVOKED. Each Stockholder represents that any proxies heretofore given in respect of such Stockholder's Subject Shares are not irrevocable, and that all such proxies are hereby revoked.

ARTICLE III

PURCHASE OPTION

Section 3.1 GRANT OF OPTION. Each Stockholder hereby grants to Parent an irrevocable option (each, an "Option" and, collectively, the "Options") to purchase such Stockholder's Subject Shares on the terms and subject to the conditions set forth herein at a purchase price per share equal to $15.00 or the highest per share price paid in the Offer (the "Purchase Price"). If (i) the Offer is consummated but (whether due to improper tender or withdrawal of tender) Merger Sub has not accepted for payment and paid for all of the Subject Shares, or (ii) the Merger Agreement is terminated (otherwise than pursuant to Section 8.1(a)(i) thereof or pursuant to Section 8.1(a)(iv) thereof under circumstances in which Company is entitled to so terminate the Merger Agreement) in accordance with its terms for reasons other than the failure of Parent or Merger Sub to fulfill their respective obligations under the Merger Agreement, the Options shall, in any such case, become exercisable (in whole but not in part) upon the first to occur of any such event and remain exercisable (in whole but not in part) until the date that is 30 days after the date of the occurrence of an event in clause (i) above, or the date that is 90 days after the date of the occurrence of the event in clause (ii) above (the applicable period of exercisability being the "Option Period").

Section 3.2 EXERCISE OF OPTION. (a) Parent may exercise all of the Options, in whole but not in part, at any time or from time to time during the Option Period. Notwithstanding anything in this Agreement to the contrary, Parent shall be entitled to purchase all Subject Shares in respect of which it shall have exercised an Option in accordance with the terms hereof prior to the expiration of the Option Period, and the expiration of the Option Period shall not affect any rights hereunder which by their terms do not terminate or expire prior to or as of such expiration.

(b) If Parent wishes to exercise an Option, it shall deliver to the applicable Stockholder (each a "Selling Stockholder") a written notice (an "Exercise Notice") to that effect which specifies a date (an "Option Closing Date") not earlier than three business days after the date such Exercise Notice is delivered for the consummation of the purchase and sale of such Subject Shares (an "Option Closing"). If the Option Closing cannot be effected on the Option Closing Date specified in the Exercise Notice by reason of any applicable judgment, decree, order, law or regulation, or because any applicable waiting period under the HSR Act shall not have expired or been terminated, (i) the Stockholders shall promptly take all such actions as may be requested by Parent, and shall otherwise fully cooperate with Parent, to cause the elimination of all such impediments to the Option Closing and (ii) the Option Closing Date specified in the Exercise Notice shall be extended to the third business day following the elimination of all such impediments. The place of the Option Closing shall be at the offices of Jones, Day, Reavis & Pogue, 599 Lexington Avenue, 32nd Floor, New York, New York 10022, and the time of the Option Closing shall be 10:00 a.m. (Eastern Time) on the Option Closing Date.

Section 3.3 PAYMENT AND DELIVERY OF CERTIFICATES. At any Option Closing, Parent shall deliver to each Selling Stockholder, by wire transfer of immediately available funds to such account as shall have been designated by such Selling Stockholder to Parent prior to the Option Closing, the Purchase Price payable in respect of the Subject Shares to be purchased from such Selling Stockholder at the Option Closing, and each Selling Stockholder shall deliver to Parent such Subject Shares, free and clear of all Liens, with the certificate or certificates evidencing such Subject Shares being duly endorsed for transfer by such Selling Stockholder and accompanied by all powers of attorney and/or other instruments necessary to convey valid and unencumbered title thereto to Parent, and shall assign to Parent (pursuant to a written instrument in form and substance satisfactory to Parent) all rights that such Selling Stockholder may have to require Company to register such Subject Shares under the Securities Act.

Section 3.4 ADJUSTMENT UPON CHANGES IN CAPITALIZATION, ETC. In the event of any change in the capital stock of Company by reason of a stock dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares, extraordinary distribution or similar transaction, the type and number or amount of shares, securities or other property subject to each of the Options, and the Purchase Price payable therefor, shall be adjusted appropriately, and proper provision shall be made in the agreements governing such transaction, so that (a) Parent shall receive upon exercise of any Option the type and number or amount of shares, securities or property that Parent would have retained and/or been entitled to receive in respect of the applicable Selling Stockholder's Subject Shares if the Option had been exercised immediately prior to such event relating to Company or the record date therefor, as applicable, and (b) the applicable Selling Stockholder shall receive upon exercise of any Option granted by such Selling Stockholder the amount of cash that such Selling Stockholder would have received as a result of the exercise of the Option if the Option had been exercised immediately prior to such event relating to Parent or the record date therefor, as applicable. The provisions of this Section 3.4 shall apply in a like manner to successive stock dividends, subdivisions, reclassifications, recapitalizations, splits, combinations, exchanges of shares, extraordinary distributions or similar transactions.

Section 3.5 ACQUIRED SHARES. In the event that Subject Shares are acquired by Parent pursuant to the exercise of the Options (such acquired Subject Shares being "Acquired Shares") and Parent thereafter sells, transfers or disposes of Acquired Shares within 18 months after the acquisition of such Acquired Shares (any such sale, transfer or disposition of Acquired Shares occurring within such 18-month period being a "Sale"), Parent shall promptly pay to the Selling Stockholders (pro rata, in proportion to the number of Acquired Shares purchased from each Stockholder) an amount in cash equal to the positive difference (if any) between the aggregate proceeds received by Parent in the Sale (net of selling commissions, if any) and the aggregate Purchase Price paid by Parent for the Acquired Shares sold, transferred or disposed of in such Sale. Parent shall effect any Sale of Acquired Shares only to an unaffiliated party in a bona fide arm's-length transaction.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 CERTAIN REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS. Each Stockholder, severally and not jointly, represents and warrants to Parent as follows:

(a) OWNERSHIP. Such Stockholder is the sole record and beneficial owner of the number of Shares set forth opposite such Stockholder's name on Schedule A hereto and has full and unrestricted power to dispose of and to vote such Shares. Such Shares are now, and at all times during the term hereof will be, held by such Stockholder, or by a nominee or custodian for the benefit of such Stockholder, free and clear of all Liens and proxies, except for any Liens or proxies arising hereunder and restrictions set forth under applicable securities laws or the Stockholders' Agreement, dated as of October 20, 1992, by and among Company, the Stockholders and other shareholders of Company named therein (the "Stockholders' Agreement"). The transfer by such Stockholder of its Subject Shares to Merger Sub pursuant to the Offer or the applicable Option shall pass to and unconditionally vest in Merger Sub good and valid title to such Subject Shares, free and clear of all Liens and other than restrictions set forth under applicable securities laws or the Stockholders' Agreement. Except as set forth in Schedule A hereto, such Stockholder does not beneficially own any securities of Company on the date hereof other than such Shares.

(b) POWER AND AUTHORITY; EXECUTION AND DELIVERY. Such Stockholder has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. In the case of each Stockholder that is not a natural person, the execution and delivery of this Agreement by such Stockholder and the consummation by such Stockholder of the transactions contemplated hereby have been duly authorized by all necessary action, if any, on the part of such Stockholder. This Agreement has been duly executed and delivered by such Stockholder and, assuming that this Agreement constitutes the valid and binding obligation of the other parties hereto, constitutes a valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity.

(c) NO CONFLICTS. The execution and delivery of this Agreement do not, and, subject to compliance with the HSR Act and appropriate filings under securities laws (which each Stockholder agrees to make promptly), to the extent applicable, the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, conflict with, result in a breach or violation of or default (with or without notice or lapse of time or both) under, or give rise to a material obligation, a right of termination, cancellation, or acceleration of any obligation or a loss of a material benefit under, or require notice to or the consent of any person under any agreement, instrument, undertaking, law, rule, regulation, judgment, order, injunction, decree, determination or award binding on such Stockholder, other than as set forth under the Stockholders' Agreement or any such conflicts, breaches, violations, defaults, obligations, rights or losses that individually or in the aggregate would not (i) impair the ability

of such Stockholder to perform such Stockholder's obligations under this Agreement or (ii) prevent or delay the consummation of any of the transactions contemplated hereby.

(d) STOCKHOLDERS' AGREEMENT. The Stockholders have delivered or made available to Parent a true, correct and complete copy of the Stockholders' Agreement, as amended to the date of this Agreement.

Section 4.2 REPRESENTATIONS AND WARRANTIES OF PARENT. Each of Parent and Merger Sub hereby represents and warrants, jointly and severally, to each Stockholder that:

(a) POWER AND AUTHORITY; EXECUTION AND DELIVERY. Each of Parent and Merger Sub has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Parent and Merger Sub. This Agreement has been duly executed and delivered by Parent and Merger Sub and, assuming that this Agreement constitutes the valid and binding obligation of each Stockholder, constitutes a valid and binding obligation of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity.

(b) NO CONFLICTS. The execution and delivery of this Agreement do not, and, subject to compliance with the HSR Act and appropriate filings under securities laws (which Parent and Merger Sub agree to make promptly), to the extent applicable, the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, conflict with, result in a breach or violation of or default (with or without notice or lapse of time or both) under, or give rise to a material obligation, right of termination, cancellation, or acceleration of any obligation or a loss of a material benefit under, or require notice to or the consent of any person under any agreement, instrument, undertaking, law, rule, regulation, judgment, order, injunction, decree, determination or award binding on Parent or Merger Sub, other than any such conflicts, breaches, violations, defaults, obligations, rights or losses that individually or in the aggregate would not (i) impair the ability of Parent or Merger Sub to perform its obligations under this Agreement or (ii) prevent or delay the consummation of any of the transactions contemplated hereby.

(c) SECURITIES LAW COMPLIANCE. The Options and the Subject Shares to be acquired upon exercise of the Options are being and shall be acquired by Parent without a view to public distribution thereof otherwise than in compliance with the Securities Act and applicable state securities laws and shall not be transferred or otherwise disposed of except in a transaction registered or exempt from registration under the Securities Act and in compliance with applicable state securities laws. Neither Parent nor Merger Sub will effect any offer or sale of Subject Shares which would cause any Stockholder to violate the registration requirements of the Securities Act of 1933, as amended, or the registration or qualification requirements of the securities laws of any jurisdiction.

ARTICLE V

CERTAIN COVENANTS

Section 5.1 CERTAIN COVENANTS OF STOCKHOLDERS.

(a) RESTRICTION ON TRANSFER OF SUBJECT SHARES, PROXIES AND NONINTERFERENCE. No Stockholder shall, directly or indirectly: (A) except pursuant to the terms of this Agreement and for the conversion of Subject Shares at the Effective Time pursuant to the terms of the Merger Agreement, offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of such Stockholder's Subject Shares; (B) except pursuant to the terms of this Agreement, grant any proxies or powers of attorney, deposit any of such Stockholder's Subject Shares into a voting trust or enter into a voting agreement with respect to any of such Stockholder's Subject Shares; or (C) take any action that would reasonably be expected to make any representation or warranty contained herein untrue or incorrect or have the effect of impairing the ability of such Stockholder to perform such Stockholder's obligations under this Agreement or preventing or delaying the consummation of any of the transactions contemplated hereby.

(b) NO SOLICITATION. Subject to Section 6.12, no Stockholder shall take, or authorize or permit any of its officers, directors, employees, agents or representatives (including any investment banker, financial advisor, attorney or accountant) to take, any action that Company would be prohibited from taking under the first sentence of Section 6.5(a) of the Merger Agreement (disregarding for purposes of this Section 5.1(b) the proviso to such sentence).

(c) WAIVER OF APPRAISAL RIGHTS. Each Stockholder hereby waives any rights of appraisal or rights to dissent from the Merger that such Stockholder may have.

(d) NONEXERCISE OF RIGHTS OF FIRST REFUSAL. No Stockholder shall exercise any purchase right or right of first refusal that it may have with respect to any Shares of any other person in connection with any tender by such other person of such Shares pursuant to the Offer.

(e) COOPERATION. Each Stockholder shall cooperate fully with Parent and Company in connection with their respective reasonable best efforts to fulfill the conditions to the Merger set forth in Article VII of the Merger Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.1 FEES AND EXPENSES. Each party hereto shall pay its own expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions contemplated hereby.

Section 6.2 AMENDMENT; TERMINATION. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. This Agreement shall terminate immediately upon the earlier of (i) the Effective Time and (ii) the date on which the Option Period expires (or, if later, the date on which the last Option Closing occurs). In addition, this Agreement may be terminated at any time by mutual written consent of Parent and Stockholders representing a majority of the Subject Shares subject to this Agreement. In the event of termination of this Agreement pursuant to this Section 6.2, this Agreement shall become null and void and of no effect with no liability on the part of any party hereto and all proxies granted hereby shall be automatically revoked; provided, however, that no such termination shall relieve any party hereto from any liability for any breach of this Agreement occurring prior to such termination, and provided further that the representations and warranties set forth in Sections 4.1 and 4.2 and covenants set forth in Section 6.1 shall survive the termination of this Agreement.

Section 6.3 EXTENSION; WAIVER. Any agreement on the part of a party to waive any provision of this Agreement, or to extend the time for any performance hereunder, shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Section 6.4 ENTIRE AGREEMENT; NO THIRD-PARTY BENEFICIARIES. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement, and is not intended to confer upon any person other than the parties any rights or remedies.

Section 6.5 GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof.

Section 6.6 NOTICES. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, or sent by overnight courier (providing proof of delivery), in the case of the Stockholders, to the address set forth on Schedule A hereto with a copy (which shall not constitute notice) to Paul, Weiss, Rifkind, Wharton & Garrison, 1285 Avenue of the Americas, New York, New York 10019, Attention: Bruce A. Gutenplan, Esq., Telecopy: (212-757-3990, or, in the case of Parent, to the address set forth below (or, in each case, at such other address as shall be specified by like notice).

Louisiana-Pacific Corporation
111 S.W. Fifth Avenue, #4200
Portland, Oregon 97204
Attention: Mr. Mark Suwyn
Telecopy: (503) 821-5322

with a copy (which shall not constitute notice) to:

Jones, Day, Reavis & Pogue
32nd Floor
599 Lexington Avenue
New York, NY 10022-6030
Attention: Robert A. Profusek, Esq.
Mark E. Betzen, Esq.
Telecopy: (212) 755-7306

Section 6.7 ASSIGNMENT. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any Stockholder without the prior written consent of Parent, and any such assignment or delegation that is not consented to shall be null and void. This Agreement, together with any rights, interests, or obligations of Parent hereunder, may be assigned or delegated, in whole or in part, by Parent without the consent of or any action by any Stockholder upon notice by Parent to each Stockholder affected thereby as herein provided. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns (including without limitation any person to whom any Subject Shares are sold, transferred or assigned).

Section 6.8 FURTHER ASSURANCES. Each Stockholder shall execute and deliver such other documents and instruments and take such further actions as may be necessary or appropriate or as may be reasonably requested by Parent in order to ensure that Parent receives the full benefit of this Agreement. Parent and Merger Sub shall not amend the Merger Agreement to increase the Merger Consideration without the prior written consent of Stockholders representing a majority of the Subject Shares subject to this Agreement.

Section 6.9 ENFORCEMENT. Irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery in and for New Castle County in the State of Delaware (or, if such court lacks subject matter jurisdiction, any appropriate state or federal court in New Castle County in the State of Delaware), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereto (i) shall submit itself to the personal jurisdiction of the Court of Chancery in and for New Castle County in the State of Delaware (or, if such court lacks subject matter jurisdiction, any appropriate state or federal court in New Castle County in the State of Delaware) in the event any dispute arises out of this Agreement or any of the transactions contemplated hereby, (ii) shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) shall not bring any action relating to this Agreement or any of the transactions contemplated hereby in any court other than the Court of Chancery in and for New Castle County in the State of Delaware (or, if such court lacks subject matter jurisdiction, any appropriate state or federal court in New Castle County in the State of Delaware).

Section 6.10 SEVERABILITY. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 6.11 COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each party and delivered to the other parties.

Section 6.12 STOCKHOLDER CAPACITY. By executing this Agreement, no person (including any officer, director, employee, partner, principal, agent or affiliate of such person) who is or becomes during the term hereof a director, officer, agent or financial advisor of Company makes any agreement or understanding in his or her capacity as such officer, director, agent or financial advisor. Each Stockholder signs solely in his or her capacity as the record holder and beneficial owner, respectively, of the number of Subject Shares set forth opposite his or her name on Schedule A hereto, respectively, and nothing herein shall limit or affect any actions taken by a Stockholder in his or her capacity as an officer, director, agent or financial advisor of Company.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed as of the day and year first written above.

LOUISIANA-PACIFIC CORPORATION

By: /S/ MARK A. SUWYN

Name: Mark A. Suwyn
Title: Chief Executive Officer

STRIPER ACQUISITION, INC.

By: /S/ MARK A. SUWYN

Name: Mark A. Suwyn
Title: President

STOCKHOLDERS:

KOHLBERG ASSOCIATES, L.P.

By: KOHLBERG & KOHLBERG, L.L.C.

By: /S/ SAMUEL P. FRIEDER

Name: Samuel P. Frieder
Title: Vice President

KABT ACQUISITION COMPANY, L.P.

By: KOHLBERG ASSOCIATES, L.P.

By: KOHLBERG & KOHLBERG, L.L.C.

By: /S/ SAMUEL P. FRIEDER

Name: Samuel P. Frieder
Title: Vice President

/S/ GEORGE T. BROPHY

GEORGE T. BROPHY

SCHEDULE A

NAME AND ADDRESS OF STOCKHOLDER	TOTAL NUMBER OF SHARES OF COMMON STOCK OWNED
Kohlberg Associates, L.P. c/o Kohlberg & Co. 111 Radio Circle Mt. Kisco, NY 10549	7,820 Shares
KABT Acquisition Company, L.P. c/o Kohlberg & Co. 111 Radio Circle Mt. Kisco, NY 10549	4,899,776 Shares
George T. Brophy 1100 Beach Road, Apartment 3J Vero Beach, Florida 32963	44,958 Shares 710,000 Options to Purchase Shares