

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 3)**

Huttig Building Products, Inc.

(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of Class of Securities)

448451 10 4
(CUSIP Number)

Ramiro G. Villarreal Morales
CEMEX, S.A.B. de C.V.
Avenida Ricardo Margáin Zozaya
325 Colonia Valle del Campestre
San Pedro Garza García, Nuevo León 66265
México
(011-5281) 8888-8888
(011-5281) 8888-4399

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

December 17, 2012
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 448451 10 4

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) CEMEX, S.A.B. de C.V.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS OO
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Mexico
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 24,099
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 24,099
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,099 (See Item 5)
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.1% (See Item 5)
14	TYPE OF REPORTING PERSON HC, CO

Item 1. Security and Issuer

Certain of the information set forth in the Schedule 13D with respect to this Item 1 is hereby amended and supplemented as follows:

This Amendment No. 3 ("Amendment No. 3") to Schedule 13D (the "Schedule 13D") is filed to amend and supplement the Schedule 13D, dated December 22, 1999, filed by The Rugby Group Limited (formerly The Rugby Group PLC), a limited company registered in England and Wales under company number 206971 ("Rugby") and a wholly-owned indirect subsidiary of CEMEX, S.A.B. de C.V., a publicly traded stock corporation with variable capital organized under the laws of Mexico ("CEMEX"), as amended and restated by Amendment No. 1 to the Schedule 13D filed by Rugby on April 26, 2000 ("Amendment No. 1") and Amendment No. 2 to the Schedule 13D filed by Rugby on August 23, 2001 ("Amendment No. 2"), relating to the common stock, par value \$.01 per share (the "Common Stock"), of Huttig Building Products, Inc., a Delaware corporation (the "Issuer"), by CEMEX (the "Reporting Person"). The principal executive offices of the Issuer are located at 555 Maryville University Drive, Suite 400, St. Louis, MO, 63141.

Item 2. Identity and Background

Certain of the information set forth in the Schedule 13D with respect to this Item 2 is hereby amended and supplemented as follows:

This Amendment No. 3 is being filed by CEMEX. The principal business and office address of CEMEX is Avenida Ricardo Margáin Zozaya, 325 Colonia Valle del Campestre, San Pedro Garza García, Nuevo León, 66265, México. CEMEX, through its subsidiaries, engages in the production, marketing, distribution, and sale of cement, ready-mix concrete, aggregates, and other construction materials worldwide. On March 1, 2005, CEMEX acquired Rugby's ultimate parent company, RMC Group plc, and therefore Rugby is an indirect wholly-owned subsidiary of CEMEX. CEMEX is filing this Amendment No. 3 in its capacity as the parent holding company of Rugby.

**DIRECTORS AND EXECUTIVE OFFICERS OF
CEMEX**

The following table sets forth certain information with respect to the directors and executive officers of CEMEX. Unless otherwise indicated, the business address for each director and executive officer of CEMEX is CEMEX, S.A.B. de C.V., Avenida Ricardo Margáin Zozaya, 325 Colonia Valle del Campestre, San Pedro Garza García, Nuevo León, 66265, México.

Name	Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted	Citizenship
Lorenzo H. Zambrano Treviño	Chairman of the Board of Directors and Chief Executive Officer	México
Armando J. García Segovia	Director	México
Rodolfo García Muriel	Director	México
Rogelio Zambrano Lozano	Director	México
Roberto Luis Zambrano Villarreal	Director	México
Bernardo Quintana Isaac	Director	México
Dionisio Garza Medina	Director	México
Tomás Milmo Santos	Director	México
José Manuel Rincón Gallardo Purón	Director	México
Francisco Javier Fernández Carbajal	Director	México
Rafael Rangel Sostmann	Director	México
Juan Romero Torres	President CEMEX Mexico	Spain
Jaime Gerardo Elizondo Chapa	President CEMEX South America and the Caribbean	México
Ignacio Madridejos Fernández	President CEMEX Northern Europe	Spain
Jaime Muguero Domínguez	President CEMEX Mediterranean	Spain
Karl H. Watson Jr.	President CEMEX USA	United States of America
Joaquín Miguel Estrada Suarez	President CEMEX Asia	Spain
Fernando A. González Olivieri	Executive Vice President of Finance and Administration and Chief Financial Officer	México
Juan Pablo San Agustín Rubio	Executive Vice President of Strategic Planning and New Business Development	Spain
Luis Hernández Echávez	Executive Vice President of Organization and Human Resources	México
Francisco Garza	Vice Chairman of the Board of CEMEX Mexico, Chairman of CEMEX Latin America Advisory Board and Advisor to the CEO on Institutional Relations	México
Víctor M. Romo	Executive Advisor to the Chairman and CEO	México
Rafael Garza Lozano	Chief Accounting Officer	México
Ramiro G. Villarreal Morales	General Counsel	México

During the last five years, neither the Reporting Person nor any director or executive officer of the Reporting Person has been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which proceeding such Reporting Person is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Certain of the information set forth in the Schedule 13D with respect to this Item 3 is hereby amended and supplemented as follows:

On December 17, 2012, Rugby, a wholly-owned indirect subsidiary of CEMEX, sold 5,755,940 shares of the Issuer's Common Stock (the "Shares") in a private transaction to a number of buyers, including the Issuer, at a purchase price equal to \$1.10 per share, for an aggregate purchase price of \$6,331,534, pursuant to certain Stock Purchase Agreements (as defined in Item 4 below).

In connection with the Sales Transactions (as defined in Item 4 below), Rugby also became entitled to receive, for no further consideration, an additional 24,099 shares of the Issuer's Common Stock (the "Director Shares") as a result of the service of its designee, pursuant to the Registration Rights Agreement (as defined in Item 6 below), on the Issuer's board of directors prior to the Sales Transactions.

Item 4. Purpose of Transaction

Certain of the information set forth in the Schedule 13D with respect to this Item 4 is hereby amended and supplemented as follows:

On December 17, 2012, Rugby, a wholly-owned indirect subsidiary of CEMEX, entered into a Stock Purchase Agreement with the Issuer (the "Issuer Stock Purchase Agreement"), pursuant to which the Issuer purchased 1,000,000 of the Shares from Rugby in a private transaction at a purchase price equal to \$1.10 per share, for an aggregate purchase price of \$1,100,000 (the "Issuer Sale Transaction"). The Issuer Stock Purchase Agreement also

sets forth the terms and conditions of the Issuer Sale Transaction, and contains customary representations and warranties from Rugby and the Issuer with respect to the qualifications and ability of each to enter into and complete the Issuer Sale Transaction.

On December 17, 2012, Rugby, a wholly-owned indirect subsidiary of CEMEX, entered into a Stock Purchase Agreement (the “Third Party Stock Purchase Agreement” and together with the Issuer Stock Purchase Agreement, the “Stock Purchase Agreements”) with certain buyers thereto. Under the terms of the Third Party Stock Purchase Agreement, the buyers acquired the remaining 4,755,940 Shares in a private transaction at a purchase price of \$1.10 per share, for an aggregate purchase price of \$5,231,534 (the “Third Party Sale Transaction” and together with Issuer Sale Transaction, the “Sale Transactions”). The Third Party Stock Purchase Agreement also sets forth the terms and conditions of the Third Party Sale Transaction, and contains customary representations and warranties from Rugby and the buyers with respect to the qualifications and ability of each to enter into and complete the Third Party Sale Transaction.

In connection with the Sales Transactions, Rugby also became entitled to receive, for no further consideration, the Director Shares as a result of the service of its designee, pursuant to the Registration Rights Agreement, on the Issuer’s board of directors prior to the Sales Transactions.

The foregoing descriptions of the terms of the Stock Purchase Agreements do not purport to be complete and are qualified in their entirety by reference to the form of Issuer Stock Purchase Agreement and the form of Third Party Stock Purchase Agreement, which are incorporated by reference hereto as Exhibit 1 and Exhibit 2, respectively, to this Schedule 13D.

Except as set forth in this Amendment No. 3, the Reporting Person has no present plans or proposals which would result in or relate to any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

Certain of the information set forth in the Schedule 13D with respect to this Item 5 is hereby amended and supplemented as follows:

(a) Since Rugby is a wholly-owned indirect subsidiary of CEMEX, CEMEX may be deemed to beneficially own the shares of the Issuer’s Common Stock held by Rugby. After the Sales Transactions, the Reporting Person was the beneficial owner of 24,099 shares of Common Stock, or 0.1% of the Issuer’s Common Stock, based upon 24,896,596 shares of the Issuer’s Common Stock issued and outstanding as set forth in the Quarterly Report on Form 10-Q filed by the Issuer on October 26, 2012. None of the executive officers or directors of the Reporting Person beneficially owns any Common Stock.

(b)

Reporting Person	Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
CEMEX, S.A.B. de C.V.	—	24,099	—	24,099

(c) Other than the acquisition and disposition of the shares of the Issuer's Common Stock described in this Amendment No. 3, there have been no transactions in the Issuer's Common Stock effected by the Reporting Person during the past 60 days.

(d) No person (other than the Reporting Person) is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Director Shares held by the Reporting Person.

(e) Effective on December 17, 2012, the Reporting Person ceased to be the beneficial owner of more than five percent of the Issuer's Common Stock upon consummation of the Sale Transactions.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Certain of the information set forth in the Schedule 13D with respect to this Item 6 is hereby amended and supplemented as follows:

As previously described in Amendment No. 1 and Amendment No. 2, pursuant to the Registration Rights Agreement, dated December 16, 1999, between Rugby and the Issuer (the "Registration Rights Agreement"), CEMEX, through its control of Rugby, was entitled to designate for nomination to the Issuer's Board of Directors three directors, two directors and one director so long as Rugby and its affiliates held in the aggregate 30%, 20% and 10%, respectively, of the then outstanding Common Stock. Following the Sale Transactions, Rugby and its affiliates do not hold at least 10% of the Issuer's issued and outstanding Common Stock, and therefore CEMEX no longer retains any designation rights with respect to the Issuer's Board of Directors.

The foregoing description of the terms of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the form of Registration Rights Agreement, which is incorporated by reference hereto as Exhibit 3 to this Schedule 13D.

Except as otherwise described in this Amendment No. 3, following the Sale Transactions, there are no agreements, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2, or between such persons and any person, with respect to any securities of the Issuer.

Item 7. Materials to be Filed as Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
Exhibit 1	Form of Issuer Stock Purchase Agreement dated December 17, 2012 by and between Rugby and the Issuer
Exhibit 2	Form of Third Party Stock Purchase Agreement dated December 17, 2012 by and among Rugby and certain buyers thereto
Exhibit 3	Registration Rights Agreement dated December 16, 1999 by and between Rugby and the Issuer (incorporated by reference to Exhibit 2 to Amendment No. 1 to the Schedule 13D filed by Rugby on April 26, 2000)

SIGNATURES

After reasonable 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: February 11, 2013

CEMEX, S.A.B. DE C.V.

By: /s/ Guillermo F. Hernandez Morales

Name: Guillermo F. Hernandez Morales

Title: Attorney

**FORM OF
RUGBY/HUTTIG
AGREEMENT REGARDING THE PURCHASE
AND SALE OF HUTTIG STOCK**

THIS AGREEMENT (this “Agreement”), dated as of December 17, 2012, is made, executed and delivered by and between The Rugby Group Limited (formerly The Rugby Group PLC), a company registered in England and Wales under company number 206971 (“Rugby”), and Huttig Building Products, Inc., a Delaware corporation (“Huttig”), with respect to the purchase and sale of shares of the common stock, \$0.01 par value per share (the “Stock”), of Huttig, and by which Rugby and Huttig, for good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), hereby agree as follows:

1. **Purchase and Sale.** Contemporaneously with the execution and delivery of this Agreement, Rugby hereby sells, assigns and transfers to Huttig, and Huttig hereby purchases, accepts and acquires from Rugby, 1,000,000 shares of Stock (the “Shares”) in consideration of the payment by Huttig to Seller contemporaneously herewith of U.S.\$1,100,000 by wire transfer of immediately available funds to Rugby’s designated account.

(a) Prior to the date hereof, Rugby has delivered to Sutherland Asbill & Brennan LLP (“Escrow Agent”) a duly endorsed stock power, which upon delivery hereunder, transfers and assigns from Rugby to Huttig the Shares (the “Transfer Power”).

(b) Upon execution and delivery of this Agreement, Huttig is paying the Purchase Price by wire transfer of immediately available funds to the Escrow Agent’s client escrow account to be held and disbursed in accordance with the terms of this Agreement and that certain Escrow Agreement by and among Escrow Agent, Rugby and other parties thereto, in the form attached hereto as **Exhibit A** (the “Escrow Agreement”). Huttig has instructed and does hereby irrevocably instruct the Escrow Agent that upon its receipt of the Purchase Price from all Buyers (as defined in the Escrow Agreement), Escrow Agent shall (a) deliver the Transfer Power to Computershare, Huttig’s stock transfer agent, which shall constitute delivery of the Transfer Power to Huttig, and (b) disburse the Purchase Price to an account designated by Rugby.

(c) Each party hereto will do such things as may be reasonably requested by other party in order more effectively to consummate or document the transfer and sale of the Shares to Huttig.

(d) Notwithstanding the foregoing, Huttig understands that Rugby is, contemporaneously herewith, entering into an Agreement Regarding the Purchase and Sale of Huttig Stock (the “Other Purchase Agreement”) with the other parties thereto (who, together with Huttig, are the Buyers under the Escrow Agreement), and that unless all Buyers deliver payment for shares of Stock being respectively purchased by them hereunder and thereunder to the Escrow Agent within the time periods specified in the Escrow Agreement, Rugby may cancel the purchase and sale of Stock hereunder, or the escrow will automatically terminate, as provided in the Escrow Agreement. In the event of any such cancellation or termination, no party shall have any further rights or obligations hereunder.

2. Representations and Warranties of Rugby. Rugby hereby represents and warrants to Huttig as follows:

- (a) Rugby has all requisite legal and corporate power and authority to execute and deliver this Agreement, to sell Huttig the Shares hereunder and to carry out and perform Rugby's obligations under the terms of this Agreement. This Agreement has been duly executed and delivered by Rugby and constitutes the valid and binding obligation of Rugby, enforceable against it in accordance with its terms.
- (b) Rugby owns the Shares free and clear of any and all liens, pledges, security interests, encumbrances or option or other purchase rights.
- (c) Rugby has not engaged any brokers, finders or agents and has not incurred, and will not incur, directly or indirectly, any liability for brokerage or finder's fee or agents' commissions or any similar charges in connection with this Agreement and the transaction contemplated hereby.

3. No Other Representations or Warranties of Rugby. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 2, RUGBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR NON-STATUTORY OR OTHERWISE WHATSOEVER, AS TO THE SHARES, OR AS TO HUTTIG OR HUTTIG'S BUSINESS, ASSETS, LIABILITIES, OBLIGATIONS, FINANCIAL CONDITION AND PROSPECTS AND OTHERWISE WHATSOEVER, INCLUDING IN THIS EXCLUSION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OPERABILITY, CAPACITY AND CONDITION. HUTTIG ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 2, ITS ACQUISITION OF THE SHARES IS ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS.

4. Representations and Warranties of Huttig. Huttig represents and warrants to Rugby as follows:

- (a) Huttig has the power and authority to execute and deliver this Agreement, to purchase the Shares as contemplated hereby and to carry out and perform its obligations hereunder. This Agreement has been duly executed and delivered by Huttig and constitutes the valid and binding obligation of Huttig, enforceable against it in accordance with its terms.
- (b) Huttig is the issuer of the Shares.
- (c) Huttig has undertaken such investigation of the transactions contemplated by this Agreement as Huttig has determined to be necessary and, in making its determination to proceed with the transactions contemplated by this Agreement, the Huttig has relied (i) on the results of its own independent investigation and (ii) except for the representations set forth in Section 2, not on any representations, warranties or other statements (however characterized) or other information whatsoever from Rugby, any person acting on behalf of Rugby or any of its affiliates (excluding Huttig, if it is otherwise considered Rugby's affiliate) regarding the Shares, Huttig, its business, assets, liabilities, obligations, financial condition or prospects.

(d) No authorization, consent or approval of, or filing with, any public body or authority or any other person becomes necessary for the consummation of the transactions contemplated in this Agreement by Huttig. The execution, delivery and performance of this Agreement by Huttig will not violate, result in the breach of or constitute a default under any contract or other agreement to which Huttig is bound.

5. Miscellaneous Provisions.

(a) Effective Date. This Agreement, and the transfer contemplated hereby, is effective as of the date of this Agreement.

(b) Assignment; Successors in Interest. This Agreement is not transferable or assignable by Huttig. This Agreement shall be binding upon the parties and their successors and assigns and shall inure to the benefit of the parties and their permitted successors and assigns. Upon a successor or assign of a party, then references to such party shall also be a reference to such successor or assign.

(c) Rules of Construction. For purposes of this Agreement: (i) “including” and any other words or phrases of inclusion will not be construed as terms of limitation, so that references to “included” matters will be regarded as non-exclusive, non-characterizing illustrations; (ii) “will” has the same meaning as “shall” and thus means an obligation and an imperative and not a futurity; (iii) titles and captions of or in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions; and (iv) whenever the context requires, the singular includes the plural and the plural includes the singular, and the gender of any pronoun includes the other genders.

(d) Controlling Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York (except the laws of that state that would render such choice of laws ineffective).

(e) Entire Agreement. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersedes all other prior or contemporaneous representations, warranties, agreements, or understandings between the parties hereto which representations, warranties, agreements, understandings or letters of intent shall be of no force or effect for any purpose. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by each party hereto or their respective successors in interest.

(f) Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or other electronic delivery, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[signatures are on next page]

DULY EXECUTED and delivered by the parties to this Agreement as of the date first written above.

Rugby:

THE RUGBY GROUP LIMITED

By: _____
Name: _____
Title: _____

Huttig:

HUTTIG BUILDING PRODUCTS, INC.

By: _____
Name: _____
Title: _____

* * * * *

**FORM OF
AGREEMENT REGARDING THE PURCHASE
AND SALE OF HUTTIG STOCK**

THIS AGREEMENT (this “Agreement”), dated as of December 17, 2012, is made, executed and delivered by and between The Rugby Group Limited (formerly The Rugby Group PLC), a company registered in England and Wales under company number 206971 (“Rugby”), and the persons and entities listed on **Schedule 1** attached to this Agreement (each a “Buyer” and together the “Buyers”), with respect to the purchase and sale of shares of the common stock, \$0.01 par value per share (the “Stock”), of Huttig Building Products, Inc., a Delaware corporation (“Huttig”), and by which Rugby and Buyers, for good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), hereby agree as follows:

1. **Purchase and Sale.** Contemporaneously with the execution and delivery of this Agreement, Rugby hereby sells, assigns and transfers separately to each Buyer, and each Buyer hereby purchases, accepts and acquires separately from Rugby, the number of shares of Stock set forth next to the Buyer’s name on **Schedule 1** (such Buyer’s “Shares”) in consideration of the payment by such Buyer to Rugby contemporaneously herewith of the amount of U.S. dollars (based on a price per share of Stock of \$1.10) set forth next to such Buyer’s name on **Schedule 1** (such Buyer’s “Purchase Price”).

(a) Prior to the date hereof, Rugby has delivered to Sutherland Asbill & Brennan LLP (“Escrow Agent”) a duly endorsed stock power, which upon delivery hereunder, transfers and assigns from Rugby to each Buyer such Buyer’s Shares (the “Transfer Power”).

(b) Upon execution and delivery of this Agreement, each Buyer is paying its Purchase Price by wire transfer of immediately available funds to the Escrow Agent’s client escrow account to be held and disbursed in accordance with the terms of this Agreement and that certain Escrow Agreement by and among Escrow Agent, Rugby, Huttig and the Buyers, in the form attached hereto as **Exhibit A**. Each party hereto has instructed and does hereby irrevocably instruct the Escrow Agent that upon its receipt of the Purchase Price from all Buyers and its receipt of the purchase price from Huttig under the Huttig Purchase Agreement, Escrow Agent shall (a) deliver the Transfer Power to Computershare, Huttig’s stock transfer agent, which shall constitute delivery of the Transfer Power to each Buyer, and (b) disburse the Purchase Price to an account designated by Rugby.

(c) Rugby and each Buyer will do such other things as may be reasonably requested by the other in order more effectively to consummate or document the transfer and sale of the Shares to such Buyer.

(d) Notwithstanding the foregoing, each Buyer understands that Rugby is, contemporaneously herewith, entering into a Rugby/Huttig Agreement Regarding the Purchase and Sale of Huttig Stock (the “Huttig Purchase Agreement”) with Huttig (who, together with the Buyers under this Agreement, are the Buyers under the Escrow Agreement), and that unless all Buyers and Huttig deliver payment for the shares of Stock being respectively purchased by them to the Escrow Agent within the time periods specified in the Escrow Agreement, Rugby may cancel the purchase and sale of Stock hereunder, or the escrow will automatically terminate, as provided in the Escrow Agreement. In the event of any such cancellation or termination, no party shall have any further rights or obligations hereunder.

2. Representations and Warranties of Rugby. Rugby hereby represents and warrants to each Buyer as follows:

(a) Rugby has all requisite legal and corporate power and authority to execute and deliver this Agreement, to sell such Buyer its Shares hereunder and to carry out and perform Rugby's obligations under the terms of this Agreement. This Agreement has been duly executed and delivered by Rugby and constitutes the valid and binding obligation of Rugby, enforceable against it in accordance with its terms.

(b) Rugby owns such Buyer's Shares free and clear of any and all liens, pledges, security interests, encumbrances or option or other purchase rights.

(c) Rugby has not engaged any brokers, finders or agents and has not incurred, and will not incur, directly or indirectly, any liability for brokerage or finder's fee or agents' commissions or any similar charges in connection with this Agreement and the transaction contemplated hereby.

(d) Based solely upon the affidavit attached to this Agreement as Exhibit B, which confirms that Huttig is not a U.S. real property holding corporation under the Foreign Investment in Real Property Tax Act of 1980, as amended ("FIRPTA"), payments to Rugby are not subject to withholding under FIRPTA.

3. No Other Representations or Warranties of Rugby. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 2, RUGBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR NON-STATUTORY OR OTHERWISE WHATSOEVER, AS TO THE SHARES OF STOCK BEING TRANSFERRED PURSUANT HERETO, OR AS TO HUTTIG OR HUTTIG'S BUSINESS, ASSETS, LIABILITIES, OBLIGATIONS, FINANCIAL CONDITION AND PROSPECTS AND OTHERWISE WHATSOEVER, INCLUDING IN THIS EXCLUSION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OPERABILITY, CAPACITY AND CONDITION. EACH BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 2, THE ACQUISITION OF SUCH BUYER'S SHARES IS ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS.

4. Representations and Warranties of Buyers. Each Buyer severally (and not jointly and severally with any other Buyer) represents and warrants to Rugby as follows:

(a) Such Buyer has the power and authority to execute and deliver this Agreement, to purchase the Shares as contemplated hereby and to carry out and perform its obligations hereunder. This Agreement has been duly executed and delivered by such Buyer and constitutes the valid and binding obligation of such Buyer, enforceable against it in accordance with its terms.

(b) Such Buyer is an “accredited investor” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”).

(c) Such Buyer acknowledges that (i) shares of Stock have been registered under the 1933 Act, including under the Form S-3 filed by Huttig with the Securities and Exchange Commission (the “SEC”) on December 20, 2005 (the “Registration Statement”), and Huttig files periodic reports under the Securities Exchange Act of 1934, as amended (the “Exchange Act”); and (ii) except as set forth in Section 2, neither Rugby nor any person acting on behalf of Rugby or any of its affiliates (excluding Huttig, if it is otherwise considered Rugby’s affiliate) has made to such Buyer any representation or warranty, express or implied, or other statements regarding the Shares, Huttig, its business, assets, liabilities, obligations, financial condition or prospects.

(d) Such Buyer has undertaken such Buyer’s own investigation based on publicly available information about Huttig as Buyer determined to be necessary and, in making such Buyer’s determination to proceed with the transactions contemplated by this Agreement, such Buyer has relied (i) on the results of such Buyer’s own independent investigation and (ii) except for the representations set forth in Section 2, not on any representations, warranties or other statements (however characterized) or other information whatsoever from Rugby, from any person acting on behalf of Rugby or from any of its affiliates (excluding Huttig, if it is otherwise considered Rugby’s affiliate) regarding the Shares, Huttig, its business, assets, liabilities, obligations, financial condition or prospects. Without limiting the foregoing, such Buyer has reviewed, and in making such Buyer’s investment decision has relied upon, the Registration Statement, the additional public reports and other information incorporated by reference into the Registration Statement, the other reports and documents Huttig has filed under the Securities Act and the Exchange Act, and other publicly available information about Huttig; and such Buyer has had an opportunity to ask questions of, and receive answers from, Huttig.

(e) In its review of the public filings of Huttig, such Buyer has carefully examined (among other things) the Risk Factors specified therein, including the one in the Registration Statement which states that (i) Huttig faces the risk of product liability and other claims, including asbestos and mold-related claims, and (ii) such claims, in the future, regardless of their ultimate outcome and whether or not covered under insurance policies or indemnified by suppliers, could result in costly litigation and have a material adverse effect on Huttig’s business and results of operations.

(f) Such Buyer is purchasing the Shares for investment for such Buyer’s own account, and not with a view to, or for the offer or sale in connection with, any distribution thereof. Such Buyer acknowledges that (i) the Shares will be considered “restricted securities” under Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act, and (ii) the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act and any applicable state securities laws or pursuant to an applicable exemption therefrom.

(g) Such Buyer acknowledges it will not succeed to any of Rugby’s rights under the Registration Rights Agreement dated December 16, 1999 by and between Rugby and Huttig, including Rugby’s rights under Section 16 to designate nominees for the Board of Directors of Huttig.

(h) Such Buyer acknowledges that an investment in the Shares involves a significant degree of financial risk, and such Buyer can afford a complete loss of the purchase price of the Shares. Such Buyer's overall commitment to investments that are not listed on an exchange and may not be readily marketable is not disproportionate to such Buyer's net worth, and investment in the Shares will not cause such Buyer's overall commitment to such investments to become excessive. Buyer is familiar with the nature of, and risks attendant to, investments in securities of the type being purchased and has determined that the purchase of the Shares is consistent with such Buyer's investment objectives. Such Buyer, either alone or together with such Buyer's advisors, if any, has the requisite knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of purchasing the Shares and to be capable of protecting such Buyer's interests in connection with this transaction.

(i) Such Buyer has not been introduced to the offering of the Shares through any form of general advertising or solicitation, including any of the following: (i) any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio; and (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising. Such Buyer has not offered the Shares for resale or engaged in any general advertising or solicitation regarding the resale of the Shares or the sale of any Stock of Huttig, including any of the forms of solicitation described in the preceding sentence.

(j) Such Buyer has not engaged any brokers, finders or agents and has not incurred, and will not incur, directly or indirectly, any liability for brokerage or finder's fee or agents' commissions or any similar charges in connection with this Agreement and the transaction contemplated hereby

(k) Set forth next to such Buyer's name on **Schedule 1** are true, correct and complete wire transfer instructions Escrow Agent may use to return the funds to such Buyer if all Buyers fail to pay as provided in Section 1.

5. Miscellaneous Provisions.

(a) Effective Date. This Agreement is, and the transfers contemplated hereby are, effective as of the date the Escrow Agent delivers the Transfer Power as contemplated by Section 1(b).

(b) Assignment; Successors in Interest. This Agreement is not transferable or assignable by any Buyer. This Agreement shall be binding upon the parties and their successors and assigns and shall inure to the benefit of the parties and their permitted successors and assigns. Upon a successor or assign of a party, then references to such party shall also be a reference to such successor or assign.

(c) Rules of Construction. For purposes of this Agreement: (i) "including" and any other words or phrases of inclusion will not be construed as terms of limitation, so that references to "included" matters will be regarded as non-exclusive, non-characterizing illustrations; (ii) "will" has the same meaning as "shall" and thus means an obligation and an imperative and not a futurity; (iii) titles and captions of or in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions; and (iv) whenever the context requires, the singular includes the plural and the plural includes the singular, and the gender of any pronoun includes the other genders.

(d) Controlling Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York (except the laws of that state that would render such choice of laws ineffective).

(e) Entire Agreement. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersedes all other prior or contemporaneous representations, warranties, agreements, or understandings between the parties hereto which representations, warranties, agreements, understandings or letters of intent shall be of no force or effect for any purpose. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by each party hereto or their respective successors in interest.

(f) Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or other electronic delivery, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[signatures are on next page]

DULY EXECUTED and delivered by the parties to this Agreement as of the date first written above.

Rugby:

THE RUGBY GROUP LIMITED

By: _____
Name: _____
Title: _____

Buyers:

TAUBENPOST CAPITAL

By: _____
Name: _____
Title: _____

CUTTER & CO.

By: _____
Name: _____
Title: _____

ANDREW F. BOHUTINSKY IRA

By: _____
Name: _____
Title: _____

JB CAPITAL PARTNERS LP

By: _____
Name: _____
Title: _____

WYNNFIELD CAPITAL, I NC. PROFIT SHARING PLAN

By: _____
Name: _____
Title: _____

Name: Amy S. Campbell

Name: Arthur Stainman

Name: Arnold B. Siemer

Name: Andrew F. Bohutinsky

* * * * *

Schedule 1 to Agreement Regarding the Purchase and Sale of Huttig Stock

<u>Name and Address of Buyer</u>	<u># of Shares Purchased</u>	<u>Purchase Price</u>	<u>Buyer's Wire Transfer Instructions</u>
Taubenpost Capital c/o Tocqueville Asset Management 40 West 57 th Street, NY, NY 10123	700,000	\$ 770,000	
Cutter & Co. 6450 Poe Avenue, Dayton, OH 45414	68,000	\$ 74,800	
Andrew F. Bohutinsky IRA c/o Glenmede Trust, Tracy Jemison 25825 Science Park Drive, Suite 110 Beachwood, OH 44122	135,000	\$ 148,500	
JB Capital Partners LP 5 Evan Place, Armonk, NY 10504	932,940	\$1,026,234	
Wynnefield Capital, Inc. Profit Sharing Plan 450 Seventh Avenue, Suite 509, NY, NY 10123	300,000	\$ 330,000	
Amy S. Campbell PO Box 659 Rockport, ME 04856	55,000	\$ 60,500	
Arthur Stainman First Manhattan Co. 437 Madison Avenue, NY, NY 10022	1,000,000	\$1,100,000	
Arnold B. Siemer 2 Bottomley Crescent, New Albany, OH 43054	1,280,000	\$1,408,000	
Andrew F. Bohutinsky 3898 Baughman Grant, New Albany, OH 43054	285,000	\$ 313,500	

Exhibit A

Escrow Agreement

Exhibit B

Huttig FIRPTA Affidavit