

AGREEMENT OF COMPROMISE AND SETTLEMENT

This Agreement of Compromise and Settlement (“Agreement”) dated as of April 18, 2014, is made between the Named Plaintiffs defined below, on behalf of themselves and the Settlement Class defined below, and MW Manufacturers, Inc. (“MW”), to settle and compromise the Litigation defined below and to discharge the Released Parties as set forth herein.

1. DEFINITIONS

1.1. In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

- a. “Agreement” means this Agreement and all Exhibits attached to it.
- b. “CAFA Notice” means the notice to be sent by the Claims Administrator on behalf of MW to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”).
- c. “Claimant” means a person who submits a Claim Form under the terms of this Agreement.
- d. “Claim Form” means the form that a Settlement Class Members must submit to obtain a remedy under this Agreement. The Claim Form shall be substantially in the form attached as Exhibit A to this Agreement.
- e. “Claims Administrator” means Epiq Class Action & Claims Solutions, Inc., who shall administer the Claims Program as set forth herein. Class Counsel and MW may, by agreement, substitute a different organization as Claims Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or MW may move the Court to substitute a different organization as Claims Administrator, upon a showing that the responsibilities of Claims Administrator have not been adequately executed by the incumbent.
- f. “Claim Deadline” means, for each MW Vinyl-Clad Window (as defined below) subject to a claim, the greater of one (1) year from the Effective Date or the period remaining on the window’s Warranty Period as of the Effective Date.

- g. “Claims Program” means the program set forth in Sections 5.1 through 5.29.
- h. “Class Counsel” means Charles J. LaDuca and Michael J. Flannery of Cuneo, Gilbert & LaDuca, LLP; Robert K. Shelquist of Lockridge, Grindal, Nauen, PLLP; Michael McShane of Audet & Partners, LLP; Charles E. Schaffer of Levin, Fishbein, Sedran & Berman; and Shawn J. Wanta of Baillon Thome Jozwiak & Wanta, LLP.
- i. “Class Period” means the period from January 1, 1987 to and including the date of Preliminary Approval.
- j. “Claims Reviewer” means a current employee in the MW service department who will make determinations concerning Qualifying Damage under the Claims Program as set forth in Section 5.14.
- k. “Court” means the United States District Court for the District of Massachusetts.
- l. “Date of Manufacture” means, for each MW Vinyl-Clad Window subject to a claim, the actual date of manufacture of the window by MW as determined by product identity markings on the window, including, but not limited to, the head label or glass etchings. If the product identity markings provide only a year of manufacture, and not a specific day, the Date of Manufacture shall be June 30th of the year indicated. In the event the actual date of manufacture cannot be determined from product identity markings on the window, a Settlement Class Member may submit (1) a certificate of occupancy for the Structure that is the subject of a claim, or (2) reliable and contemporaneous documentary proof of purchase of an MW Vinyl-Clad Window, such as an invoice from a builder and evidence of payment (bids shall not be acceptable). In this instance, the Date of Manufacture shall be the later of 180 days prior to the date of the certificate of occupancy, or 90 days prior to the documentary proof of purchase.
- m. “Day” or “Days” unless otherwise noted, means a calendar day.
- n. “Defendant” or “MW” means Defendant MW Manufacturers, Inc. and any of its subsidiaries, affiliates or parent companies, including without limitation, Ply Gem Holdings, Inc., Ply Gem Prime Holdings, Inc., Ply Gem Industries, Inc. and MWM Holding, Inc., and any of their successors, predecessors, assigns, divisions, current or former officers, directors, employees or shareholders.
- o. “Effective Date” means the fifth business day after which all of the following events have occurred: (1) all Parties, MW’s counsel, and Class Counsel have executed this Agreement; (2) the Court has entered without material change the Final Approval Order; and (3) the time for seeking

rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

- p. “Eligible Claim” means a claim by a Settlement Class Member for which the Settlement Class Member has demonstrated that Qualifying Damage exists and the claim is not deemed ineligible for any other reason as set forth in this Agreement.
- q. “Final Approval Hearing” means the hearing required by Federal Rule of Civil Procedure 23(e), following appropriate notice to the Settlement Class and an opportunity for Settlement Class Members to exclude themselves from the Settlement Class or file objections to all or part of the Agreement, at which time the Parties will request the Court to approve the fairness, reasonableness and adequacy of the terms and conditions of the proposed Settlement Agreement and to enter a Final Approval Order. The proposed Final Approval Order that will be attached to the motion for final approval of the Settlement shall be in a form agreed upon by Class Counsel and MW.
- r. “Final Approval Order” means the order and judgment that the Court enters upon final approval to the Settlement. In the event that the Court issues separate orders addressing the matters constituting final approval, the Final Approval Order includes all such orders.
- s. “Independent Claims Reviewer” means an independent third party to handle appeals under the Claims Program as set forth in Section 5.19. The Parties have selected Derek A. Hodgin of Construction Science and Engineering, Inc., Westminster, South Carolina to serve in this role.
- t. “Level 1 Damage” means visible evidence of wood rot in the lower portion of a Window Frame as determined by the Claims Reviewer or Independent Claims Reviewer. To qualify as Level 1 Damage under this Agreement, the Claimant must provide the Claims Administrator with the documentation described in Section 5.4.
- u. “Level 1 Relief (In Warranty)” means the compensation awarded to Settlement Class Members for each MW Vinyl-Clad Window determined to have Level 1 Damage where the subject Claim Form is postmarked or otherwise received by the Claims Administrator within the subject window’s applicable Warranty Period. Level 1 Relief (In Warranty) is designed to compensate claimants for alleged direct, indirect, consequential and/or incidental damages.

- v. “Level 1 Relief (Out of Warranty)” means the compensation awarded to Settlement Class Members for each MW Vinyl-Clad Window determined to have Level 1 Damage where the subject Claim Form is postmarked or otherwise received by the Claims Administrator outside the subject window’s applicable Warranty Period. Level 1 Relief (Out of Warranty) is designed to compensate claimants for alleged direct, indirect, consequential and/or incidental damages.
- w. “Level 2 Damage” means visible evidence of staining, warping or discoloration of a Window Frame as determined by the Claims Reviewer or Independent Claims Reviewer. To qualify as Level 2 Damage under this Agreement, the Claimant must provide the Claims Administrator with the documentation described in Section 5.4.
- x. “Level 2 Relief” means the compensation awarded to Settlement Class Members for each MW Vinyl-Clad Window determined to have Level 2 Damage. Level 2 Relief is designed to compensate claimants for alleged direct, indirect, consequential and/or incidental damages.
- y. “Litigation” means *Gulbankian et al. v. MW Manufacturers, Inc.*, Case No. 1:10-CV-10392-RWZ (D. Mass), and *Hartshorn et al. v. MW Manufacturers, Inc.*, Case No. 3:12-CV-30122-RWZ (D. Mass.).
- z. “MW Vinyl-Clad Window” means any vinyl-clad wood-framed window manufactured by MW from January 1, 1987 to and including the date of Preliminary Approval, including but not limited to vinyl-clad wood-framed windows marketed as Ply Gem Windows, including but not limited to double-hung, casement, awning, sliding, fixed, special shape, picture, transom and side light windows sold under the names V-Wood, Freedom (a/k/a “Freedom Clad”), Freedom 600 (a/k/a “Builder Series 600” or “Series 600”), Revere or Freedom 800 (a/k/a “Pro Series 800” or “Series 800”).
- aa. “Named Plaintiffs” includes Plaintiffs John Gulbankian, Robert D. Callahan, Eric Hartshorn and Bethany Perry.
- bb. “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.
- cc. “Notice Administrator” means Hilsoft Notifications. Class Counsel and MW may, by agreement, substitute a different organization as Notice Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or MW may move the Court to substitute a different organization as Notice Administrator, upon a showing that the

responsibilities of Notice Administrator have not been adequately executed by the incumbent.

- dd. "Opt-Out Period" means the period that begins the day after the earliest date on which the Notice is first mailed or published, and that ends no later than 45 days prior to the Final Approval Hearing. The deadline for the Opt-Out Period will be specified in the Notice.
- ee. "Parties" means the Named Plaintiffs and Defendant.
- ff. "Preliminary Approval" means the order preliminarily approving the Settlement in the form jointly agreed upon by the Parties.
- gg. "Qualifying Damage" means "Level 1 Damage" or "Level 2 Damage
- hh. "Released Claims" means all claims to be released as specified in Sections 13.1 and 13.2 . The "Releases" means all of the releases contained in Sections 13.1 and 13.2.
- ii. "Released Parties" means those persons released as specified in Section 13.1.
- jj. "Releasing Parties" means all Named Plaintiffs and all Settlement Class Members who do not submit a timely and valid request to be excluded from the Settlement Class pursuant to the terms of this Agreement, and each of their respective heirs, assigns, beneficiaries, and successors.
- kk. RS Means means the national estimator for building products and installation, as set forth in Section 6 of this Agreement, which will be used as a proxy to determine the amount a Settlement Class Member will receive under this Settlement to compensate that person for his or her claims for direct, indirect, consequential and/or incidental damages.
- ll. "Settlement" means the settlement into which the Parties have entered to resolve the Litigation. The terms of the Settlement are as set forth in the Agreement.
- mm. "Settlement Class" means all persons within the class defined in Section 3.1.
- nn. "Settlement Class Member" means any person included in the Settlement Class. The words "he" or "his" as used in the Agreement may refer to a Settlement Class Member, regardless of gender, to an entity, or to a political subdivision.
- oo. "Structure" or "Structures" means all homes, residences, buildings or other structures owned by a Settlement Class Member in the United States that contain MW Vinyl-Clad Windows.

- pp. “Warranty Period” means the applicable materials and workmanship limited warranty period for any MW Vinyl-Clad Window. For MW Vinyl-Clad Windows manufactured before 1998, the applicable materials and workmanship warranty period is one (1) year from the Date of Manufacture. For MW Vinyl-Clad Windows manufactured during or after 1998, the applicable materials and workmanship warranty period is ten (10) years from the Date of Manufacture.
- qq. “Window Frame” means the wooden frame of an MW Vinyl-Clad Window, including the jambs (the sides of the frame) and sill (the lowest or bottom part of the frame).

2. RECITALS

WHEREAS, John Gulbankian and Robert Callahan filed the action entitled *Gulbankian et al. v. MW Manufacturers, Inc.*, Case No. 1:10-CV-10392-RWZ, in the United States District Court for the District of Massachusetts;

WHEREAS, Eric Hartshorn and Bethany Perry filed the action entitled *Hartshorn et al. v. MW Manufacturers, Inc.*, Case No. 3:12-CV-30122-RWZ, in the United States District Court for the District of Massachusetts;

WHEREAS, the Litigation (as defined above) alleges that, *inter alia*, MW’s Vinyl-Clad Windows contain certain design and/or manufacturing defects that render them prone to degrading prematurely, with the Named Plaintiffs bringing claims under theories of breach of express warranty, breach of implied warranty, unjust enrichment, negligent misrepresentation, negligence, breach of the implied warranty of merchantability, and violation of the Massachusetts Consumer Protection Act, M.G.L. c. 93A §§ 2 and 9;

WHEREAS, the Named Plaintiffs further allege that they and the putative class members have sustained direct, indirect, consequential and/or incidental damages as a result of Defendant’s conduct;

WHEREAS, Defendant denies Plaintiffs’ allegations;

WHEREAS, the Parties (as defined above) have conducted an extensive investigation into the facts and law and engaged in extensive, good-faith, and arm’s-length settlement negotiations relating to the Action, including multiple mediation sessions with Eric Green of Resolutions, LLC;

WHEREAS, the Parties understand that, if litigated further, the Litigation would require the resolution of numerous issues of law, fact, and procedure, with the possibility of appeals; and

WHEREAS, without any admission of fact or law, the Parties desire to settle the Litigation finally on the terms and conditions set forth herein and to avoid the burden, expense, and uncertainty of continued litigation;

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, MW and the Named Plaintiffs, on behalf of themselves and the purported class and through their undersigned counsel, agree to the settlement of the Litigation, subject to Court approval, under the following terms and conditions:

3. SETTLEMENT CLASS

3.1. For settlement purposes only, the Named Plaintiffs agree to ask the Court to certify the following "Settlement Class" under Rule 23(b)(3) of the Federal Rules of Civil

Procedure:

All individuals or entities that own or have owned homes, residences, buildings or other structures physically located in the United States that contain or have contained vinyl-clad wood-framed windows manufactured by MW Manufacturers, Inc. from January 1, 1987 to and including the date of Preliminary Approval, including, but not limited to, double-hung, casement, awning, sliding, fixed, special shape, picture, transom and side light windows sold under the names V-Wood, Freedom (a/k/a "Freedom Clad"), Freedom 600 (a/k/a "Builder Series 600" or "Series 600"), Revere or Freedom 800 (a/k/a "Pro Series 800" or "Series 800").

Excluded from this Settlement Class are:

- a. All individuals and entities who submit timely and valid requests to be excluded from the Settlement Class pursuant to the terms of this Settlement Agreement and the Court's Preliminary Approval Order;
- b. All individuals and entities who have filed claims concerning an MW Vinyl-Clad Window in any court of law or before any other tribunal (including, without limitation, an arbitrator), if that claim has been resolved with a final judgment or order, whether or not favorable to the Claimant;
- c. MW, any entity in which MW has a controlling interest, any entity which has a controlling interest in MW, and MW's employees, officers, directors, legal representatives, assigns and successors;
- d. Subrogees with subrogation claims arising from an insurance claim by a class member.
- e. The Judge to whom this case is assigned and any member of the Judge's immediate family.

3.2. MW agrees not to oppose Named Plaintiffs' request for certification of the Settlement Class. In so doing, MW does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification for any purpose as if this Agreement had not been entered into by the Parties in the event that the Court does not approve the Settlement or the Effective Date does not occur. The Parties and Class Counsel agree that, if approved, certification of the Settlement Class is in no way an admission by MW that class certification is proper in this Litigation or any other litigation against MW. The Parties and Class Counsel further agree that, other than to effectuate the Settlement of this Litigation in this jurisdiction, the certification of the Settlement Class for settlement purposes and all documents related thereto, including this Agreement and all accompanying exhibits and all orders entered by the Court in connection with this Agreement, shall not be admissible against any Released Party in any judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation any litigation.

4. CLAIMS ELIGIBLE FOR A REMEDY UNDER THE SETTLEMENT

4.1. A Settlement Class Member shall have an Eligible Claim and be entitled to a remedy under this Agreement if he demonstrates Qualifying Damage and the claim is not deemed ineligible for any other reason as set forth in this Agreement.

4.2. No later than ten (10) days after the Effective Date, MW will provide the Claims Administrator with a list of persons that have asserted claims relating to any MW Vinyl-Clad Window and a statement of the status of the claim. MW will cooperate with the Claims Administrator in providing additional information as needed.

4.3. A claim is not eligible for monetary relief under this Agreement if:

- a. The Settlement Class Member has already settled or resolved his claim, or portion of his claim, except as set forth in Sections 4.4 and 4.5. Claims or portions of claims that have been settled or resolved include: (i) claims or

portions of claims that have been resolved with a final judgment or dismissal, whether or not favorable to the claimant; or (ii) claims or portions of claims that have been settled as evidenced by a written release of MW; or

- b. The claim is based upon an MW Vinyl-Clad Window that was manufactured either before or after the Class Period; or
- c. The Settlement Class Member has received reimbursement from his insurer for the same window. However, if the reimbursement he received from the insurer is less than the amount he would be entitled to under this Agreement, he is eligible to monetary relief for the difference.

4.4. A Settlement Class Member who has resolved through warranty, settlement or adjudication a claim against MW relating to a MW Vinyl-Clad Window that is different from the subject of the current claim may be deemed to have an Eligible Claim with respect to the MW Vinyl-Clad Window that was not the subject of the prior warranty, settled, or dismissed claim.

4.5. A Settlement Class Member who has previously submitted a warranty claim for any MW-Vinyl Clad Window may submit a claim under this Agreement for the same window regardless of whether he received any compensation or benefits for his previously submitted claim, and such claim will be handled as if no previous warranty claim was submitted, provided however that any remedy such Settlement Class Member receives for any such window under the Claims Program shall be reduced by the value of any compensation or benefits he has previously received for that window. If the value of any such previously received compensation or benefits exceeds the amount to which it is determined that the Settlement Class Member is entitled under this Agreement, the Settlement Class Member shall receive no compensation under this Agreement.

4.6. If a Settlement Class Member does not have an Eligible Claim, he is not entitled to any remedy under this Agreement. Each Eligible Claim must be submitted and processed in accordance with the Claims Program Procedures described below.

5. CLAIMS PROGRAM PROCEDURES

5.1. The Claims Program will commence in accordance with the terms and conditions of this Agreement upon the Effective Date.

5.2. To recover under the Claims Program, a Settlement Class Member must properly complete a Claim Form and provide all photographs and other supporting documentation required by the Claim Form and this Agreement to the Claims Administrator on or before the Claim Deadline.

5.3. Any Settlement Class Member who believes that he may have an Eligible Claim may visit the settlement website to download a Claim Form so that it may be mailed to the Claims Administrator. Settlement Class Members who do not have access to the settlement website may contact the Claims Administrator by telephone or in writing to request a Claim Form. The Claims Administrator shall promptly assign a claim number and provide a Claim Form to every person requesting one.

5.4. When a Settlement Class Member that is the owner of a Structure that is the subject of a claim submits a Claim Form, he must also submit the following photographs and other supporting documentation:

- a. One or more photographs of each exterior wall of the Structure that is the subject of a claim sufficient to show the total number of windows in the Structure;
- b. One or more photographs showing the interior of each window that is the subject of a claim from a distance sufficient to show the location in the Structure of the window shown;
- c. A minimum of two photographs of each window that is the subject of a claim showing the condition of the Window Frame for which the Claimant seeks a remedy under this Agreement, per the instructions that will be provided on the Claim Form;

- d. One or more photographs establishing the Structure's street number or address. Examples of sufficient verification include photographs of a mailbox with the Structure in the background or street number signage on the Structure.
- e. Verification that each window that is the subject of a claim is, in fact, an MW Vinyl-Clad Window. Examples of sufficient verification include: (1) photographs that demonstrate the window is an MW Vinyl-Clad Window, or (2) reliable and contemporaneous documentary proof of purchase and installation of an MW Vinyl-Clad Window, such as an invoice from a builder and evidence of payment or building inspection documents (bids shall not be acceptable);
- f. Verification of the Date of Manufacture as defined in this Agreement for each window that is the subject of a claim; and
- g. Verification that the Settlement Class Member is the owner of the Structure at issue as of the date the claim is submitted, or has retained the right through assignment to make a claim as a prior owner as provided in Section 5.5. Examples of sufficient verification include: (1) a copy of property tax bills; (2) a copy of a declaration page from a policy of title or homeowners insurance; or (3) a copy of a mortgage statement.

5.5. When a Settlement Class Member that is the former owner of a Structure that is the subject of a claim submits a Claim Form, he must submit all of the photographs and other supporting documentation identified in Sections 5.4(a)-(g), as well as a written assignment agreement executed by the buyer and seller of the Structure indicating that the seller retained the right to pursue a remedy against MW for damage to the window that is the subject of a claim. Settlement Class Members who have assigned their rights to former owners under this Section shall not be eligible for monetary relief under this Agreement.

5.6. Each Claimant who submits a Claim Form shall make their best effort to submit photographs of sufficient quality to establish the condition of each window that is the subject of a claim in sufficient detail and quality that evaluation of the claim may be made and the nature and extent of any affected areas can be determined. All photographs should be labeled by the

Claimant with the Claimant's name and address, and should identify the location in the Structure of the window shown. The Claimant must identify exactly what window is depicted in each photograph. A Claimant shall cooperate to provide such other information as reasonably is needed to determine if Claimant has an Eligible Claim.

5.7. Claimants shall be required to declare under penalty of perjury that information or material submitted to the Claims Administrator is true and correct and that the photographs submitted accurately depict the condition of each window for which the Claimant seeks a remedy under the Agreement.

5.8. Upon ten (10) business days prior written notice to Class Counsel and MW, the Claims Administrator shall have the authority to reduce or deny any claim where the Claimant or any person acting on the Claimant's behalf has engaged in fraudulent practices, including but not limited to submitting false claims or documentation, and to take such other actions as may be appropriate to prevent such practices in the future.

5.9. Claimants may not utilize third-party claim services or similar services to file claims in the Claims Program established by this Agreement, except that a Claimant may engage a bona fide contractor to assist with necessary photographs or product identification. Settlement Class Members shall not be permitted to assign claims under the Claims Program to any person who assists with their claims under this Section.

5.10. Data and information on Claim Forms and all supporting documentation shall be confidential and proprietary. All claims information created or obtained by the Claims Administrator or Claims Reviewer shall be available to Class Counsel and MW upon request at any time. No materials submitted by any Claimant, including photographs, will be returned to the Claimant.

5.11. Claim Forms shall be submitted by Claimants to the Claims Administrator. For all Claim Forms submitted prior to the Final Approval Order, the Claims Administrator shall electronically scan each form and any supporting documentation into an electronic database (the "Claims Database") so that it is accessible within thirty (30) days after the entry of the Final Approval Order. For all Claim Forms submitted after the Final Approval Order, the Claims Administrator shall scan each form and any supporting documentation into the Claims Database within five (5) business days after the Claim Form is received. The Claims Administrator shall have processes and procedures in place to allow subsequent submissions to be properly tracked and joined to original filings. All information about Settlement Class Members in the Claims Administrator's claims repository and Claims Database shall be available to Class Counsel and MW and shall be provided upon ten (10) days written notice.

5.12. Processing of each Claim Form shall commence when the Claims Administrator receives a Claim Form from a Settlement Class Member with the information, photographs and other supporting documentation required by the Claim Form and this Agreement. The Claims Administrator shall have no duty to process claims under this Agreement prior to the Effective Date.

5.13. The Claims Administrator shall notify, in writing, any Claimant who fails to submit all of the information, photographs and other supporting documentation required by the Claim Form and this Agreement, and explain what additional information, photographs or documentation is needed and provide an opportunity to cure any deficiency. Any communications required in the administration of a claim may be sent by email if the Claimant consents in writing to receive notifications and correspondence by email. If the Claimant does not resolve the identified deficiencies within thirty (30) days from the date of the deficiency

letter, the claim will be denied, without prejudice to the right of the Claimant to re-file a Claim Form before the Claim Deadline, and the Claims Administrator will send the Claimant a notice of denied claim. A denial of a claim for failure to submit all of the information, photographs and other supporting documentation required by the Claim Form and this Agreement is not appealable to the Independent Claims Reviewer.

5.14. For each claim submitted before the Claim Deadline, and determined by the Claims Administrator to include all information, photographs and documentation required by the Claim Form and this Agreement, the Claims Administrator shall make the Claim Form and all photographs within the Claims Database supporting such claim available to the Claims Reviewer. The Claims Reviewer shall determine, for each MW Vinyl-Clad Window that is the subject of the claim, whether the Settlement Class Member has established Qualifying Damage, and if so, whether the damage is Level 1 Damage or Level 2 Damage. The Claims Reviewer shall inform the Claims Administrator of his decision for each window that is subject to the claim within thirty (30) days of receiving the photographs supporting the claim.

5.15. Claims will be evaluated based solely on photographs and information provided by the Claimant. The Claims Administrator, Claims Reviewer or Independent Claims Reviewer will not conduct a physical investigation of any Structure or MW Vinyl-Clad Window subject to a claim. However, the Claims Administrator, Claims Reviewer or Independent Claims Reviewer may contact the Claimant in connection with its processing and evaluation of the Claim Form, including by telephone and email.

5.16. For Settlement Class Members who do not establish Qualifying Damage or otherwise fail to meet the criteria of the Claims Program and this Agreement, the Claims Administrator will send them a notice of denied claim. Claimants may submit another claim for

the window subject to the denial once every year from the date that the Claimant receives notice of the denial of his claim by the Claims Administrator or the Independent Claims Reviewer, provided that the new claim is submitted before the Claim Deadline. Any remedy provided for such new claim shall be based on the date the new Claim Form was postmarked or otherwise received by the Claims Administrator. No Claim Form submitted after the expiration of the Claim Deadline will be processed under the Agreement.

5.17. For Settlement Class Members determined to have an Eligible Claim, the Claims Administrator will send them a notice of accepted claim, and, if eligible, cash compensation pursuant to the terms of this Agreement. Settlement payments will be made by check in a form approved by Class Counsel and MW. Checks will be cut and mailed by the Claims Administrator, and will be sent to the addresses that the Claims Administrator identifies as valid. Checks shall be valid for 180 days. The Claims Administrator will make reasonable efforts to locate the proper address for any intended recipient of a Settlement payment whose check is returned as undeliverable, and will re-mail it once to the updated address.

5.18. A Settlement Class Member who receives and cashes a payment following the acceptance of a claim in whole or in part has accepted the offer under this Section and may not appeal the Claims Reviewer's decision with respect to his claim.

5.19. If a Claimant's claim is denied in whole or in part, the Claimant shall have the right to appeal the denial to the Independent Claims Reviewer, appointed pursuant to Section 5.20. Class Counsel and MW will be provided written notice of all denials of claims, whether partial or complete, contemporaneously with the notice provided to the Claimant. The following procedures will govern any such appeal:

- a. The Claimant will have thirty (30) days from the date of notice of the denial to request an independent review by the Independent Claims Reviewer;
- b. The Independent Claims Reviewer shall review the Claim Form, and such other related information as the Claimant, Class Counsel, Claims Administrator or Claims Reviewer may submit, and shall make a determination within forty-five (45) days of whether he concurs with the Claims Reviewer's evaluation;
- c. The Independent Claims Reviewer may contact the Claimant, Claims Administrator or Claims Reviewer in connection with its processing and evaluation of the claim, including by telephone and email.
- d. The Independent Claims Reviewer shall provide a written determination, setting forth the basis for his decision. In conducting his review of claims, the Independent Claims Reviewer shall review the record of the claim, and shall evaluate the claim in accordance with the provisions of this Agreement;
- e. The Independent Claims Reviewer may provide only the remedies provided for by this Agreement, and may not award any other relief with respect to any claim governed by this Agreement;
- f. The Claims Administrator will provide any remedy issued by the Independent Claims Reviewer pursuant to the payment schedule set forth in Section 6.
- g. The Independent Claims Reviewer's determination shall be final and binding, and not subject to further review.

5.20. The Independent Claims Reviewer shall be selected by Class Counsel and MW, subject to the Court's approval. Class Counsel and MW may, by agreement, substitute a different party as Independent Claims Reviewer, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or MW may file a motion with the Court to substitute a different party as Independent Claims Reviewer, upon a showing that the responsibilities of Independent Claims Reviewer have not been satisfactorily executed by the incumbent. The Independent Claims

Reviewer shall have a continuing obligation to be neutral and unbiased for the duration of his appointment and shall inform Class Counsel and MW in the event of any conflict of interest.

5.21. The Independent Claims Reviewer shall provide written records of all of his activities to the Claims Administrator who will maintain all such records in a computerized database. The Claims Administrator shall provide copies of such records to Class Counsel and MW as requested. The Claims Administrator shall provide such periodic and special reports regarding the Independent Claims Reviewer's services as the Court, Class Counsel or MW may request..

5.22. Class Counsel and MW shall have the right to audit the work of the Independent Claims Reviewer at any time.

5.23. In the event that Class Counsel or MW believes that the Claims Administrator, Claims Reviewer or Independent Claims Reviewer is not properly applying the terms of this Agreement, or in the event that there is a question concerning the application of the terms of this Agreement generally or with respect to an individual claim by any of them, then:

- a. The objecting Party's counsel shall notify counsel for the other party to this Agreement in writing of the concern;
- b. Counsel shall meet within thirty (30) days of receipt of the written notification to resolve the concern; and
- c. Any obligation to provide a remedy for a disputed claim shall be suspended until after such dispute is resolved in accordance with the provisions of this Agreement, at which time the remedy, if any is appropriate, shall be provided pursuant to the payments schedule set forth in Section 6.

5.24. In no event shall the Parties or their counsel have any liability for claims of wrongful or negligent conduct on the part of the Claims Administrator, Claims Reviewer or Independent Claims Reviewer, or any of their agents, employees or contractors.

5.25. Settlement Class Members may not assign their claims, except that a purchaser of a Structure containing any MW Vinyl-Clad Window from a Settlement Class Member following the Effective Date shall succeed to all rights and obligations of the Settlement Class Member under this Agreement. Any such future owner awarded monetary relief pursuant to this Section shall be bound by the terms of this Agreement, including the Releases. No Claim Form originally submitted after the expiration of the Claim Deadline will be processed under the Agreement, and under no circumstances will there be multiple recoveries for the same damages under this Agreement.

5.26. MW shall pay all fees and expenses incurred by the Claims Administrator, Claims Reviewer, and Independent Claims Reviewer, as well as all costs of implementing and administering the Claims Program, provided however that MW shall not bear any fees, costs, charges or other expenses incurred by Named Plaintiffs, Class Counsel or any Settlement Class Member or Claimant or their attorneys, employees, agents or representatives.

5.27. Within forty-five (45) days of the first anniversary of the Effective Date, and annually thereafter until this Settlement is fully completed, the Claims Administrator shall file, under seal, with the Court and serve on Class Counsel and MW a report identifying all Claimants whose claims have been resolved in the prior twelve (12) months, the remedy provided to each Claimant, and the basis for denying any claims asserted by any Claimant.

5.28. The following provisions shall apply to the confidentiality of the Claims Program:

- a. All information relating to the Claims Program is confidential and proprietary and shall not be disclosed, except as necessary to MW, Class Counsel, the Claims Reviewer, the Independent Claims Reviewer, and the Court in accordance with the terms of this Agreement, and as required by legal process.
- b. The Claims Administrator shall use personal information acquired as the result of this Agreement solely for purposes of evaluating and paying claims under this Agreement.

- c. The Claims Administrator shall assign a manager (and disclose the identity of this person to Class Counsel and MW) to oversee the protection and appropriate management of personal information and review its internal system to manage the protection of personal information to ensure performance with this Agreement.
- d. The Claims Administrator shall take security measures to prevent unauthorized access to personal information it obtains under this Agreement, as well as to prevent the loss, destruction, falsification, and leakage of such personal information.
- e. If it outsources the handling of personal information, the Claims Administrator shall ensure that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information and prohibit re-use of such information for all other purposes.
- f. The Claims Administrator shall respond immediately with appropriate measures when issues arise related to the confidentiality of a Settlement Class Member's information.

5.29. The Claims Program set forth in this Agreement shall replace and supplant all rights under any warranty, express or implied, that any Settlement Class Member may have with respect to any MW Vinyl-Clad Window, and all such warranties shall be deemed extinguished by entry of the Final Approval Order. Any Settlement Class Member who wishes to make a claim with respect to any such window will be required to follow the procedures set forth in this Agreement, in lieu of proceeding under the Warranty Program. MW shall direct any Settlement Class Members who initiate warranty claims with MW for matters covered by this Settlement to the website created for this Settlement, which shall contain information about how to submit a claim. Notwithstanding any of the above provisions, timely claims under those portions of any existing, express warranties pertaining, and limited, to the glass and hardware of any MW Vinyl-Clad Window shall survive in the same manner and to the same extent as they would have had this Settlement not been reached.

6. REMEDY

6.1. Subject to the terms of this Section, a Settlement Class Member with an Eligible Claim will receive cash compensation. The Parties have agreed on an amount of compensation that each Settlement Class Member will receive for his or her claims of direct, indirect, consequential and/or incidental damages, for each standard size of MW Vinyl-Clad Window that has Qualifying Damage, which shall be adjusted based on the specific size and age of the window and the geographic region of the structure containing the window. The adjustments will be made pursuant to an RS Means calculator, which will be made available to Settlement Class Members on the settlement website. The dollar amounts assigned to each standard size window, prior to adjustment for age and geographic region, range from a low of \$298.33 for the smallest window to a high of \$480.16 for the largest window. (By way of example only, one typical sized window has an assigned amount of \$443.42 prior to adjustments.) Any compensation for an MW Vinyl-Clad Window with Qualifying Damage provided under this Agreement will be based on the schedules as set forth below. "Age of Window" shall mean the time elapsed between the subject window's Date of Manufacture and the date the complete Claim Form for the subject window is postmarked or otherwise received by the Claims Administrator. "Percentage of RS Means Recoverable" is the percentage of the agreed upon, adjusted value which the Settlement Class Member will be paid.

6.2. The following schedule will be applied to calculate compensation for each MW Vinyl-Clad Window determined to have Level 1 Damage where the subject Claim Form is postmarked or otherwise received by the Claims Administrator within the subject window's applicable Warranty Period. Compensation awarded to Settlement Class Members pursuant to this Section is referred to herein as "Level 1 Relief (In Warranty)."

Age of Window	Percentage of RS Means Recoverable
0 to 1 year	40% to 50%
1 to 2 years	37.5% to 47.5%
2 to 3 years	35% to 45%
3 to 4 years	32.5% to 42.5%
4 to 5 years	30% to 40%
5 to 6 years	27.5% to 37.5%
6 to 7 years	25% to 35%
7 to 8 years	22.5% to 32.5%
8 to 9 years	20% to 30%
9 to 10 years	17.5% to 27.5%

6.3. Level 1 Relief (In Warranty) will be subject to adjustment, dependent on the rate of claims, as follows:

- a. The parties will establish an expected rate for Level 1 Relief (In Warranty) based upon MW's historical warranty claims information for rot to Window Frames ("Historical Claims Rate").
- b. For the first two years following the Effective Date, the claims for which Level 1 Relief (In Warranty) is awarded will be tracked by MW and the difference between the Historical Claims Rate and the actual Level 1 Relief (In Warranty) claims rate will be calculated and divided by two. Then, starting from the midpoint of the RS Means percentage listed for each Age of Window band in the above schedule, the resulting percentage difference will be applied either up or down on a pro rata basis. However, a difference of 200% of the Historical Claims Rate or more upward will result in payment of no less than the minimum RS Means percentage listed for each applicable Age of Window band, and a difference of 200% or less will result in no more than the maximum RS Means percentage listed for each applicable Age of Window band. The RS Means percentages calculated pursuant to the above-described steps will be referred to herein as the "Adjusted Rates."

- c. During the two-year calculation period, Level 1 Relief (In Warranty) will be paid at the minimum RS Means percentage of the applicable Age of Window band, pursuant to the payment schedule set forth in Section 6.2. To the extent applicable, any additional compensation due Settlement Class Members under this Section will be paid within ninety days (90) after the Adjusted Rates are determined. All Level 1 Relief (In Warranty) awarded for claims submitted following the two-year calculation period will be paid at the Adjusted Rates.

6.4. Payments to Settlement Class Members for Level 1 Relief (In Warranty) shall be made on a quarterly basis. The periods for the respective quarters shall be January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31. Within fifteen (15) days following the end of the first full quarter after the Effective Date, and continuing each quarter until this Settlement is fully completed, the Claims Administrator will provide MW and Class Counsel with a listing of all claims deemed eligible for Level 1 Relief (In Warranty) and for which the appeal period has expired during the preceding quarter, and the total amount of compensation to be awarded for those Eligible Claims (the “Quarterly Claims List”). Within fifteen (15) days of receipt of the Quarterly Claims List, MW will transfer funds to the Claims Administrator equaling the total amount of compensation to be awarded for the claims identified in the Quarterly Claims List (the “Quarterly Payment”). The Claims Administrator shall issue checks to Settlement Class Members identified in the Quarterly Claims List within fifteen (15) days of receiving the Quarterly Payment.

6.5. The following schedule will be applied to calculate compensation for each MW Vinyl-Clad Window determined to have Level 1 Damage where the subject Claim Form is postmarked or otherwise received by the Claims Administrator outside the subject window’s applicable Warranty Period. Compensation awarded to Settlement Class Members pursuant to this Section is referred to herein as “Level 1 Relief (Out of Warranty).”

Age of Window	Percentage of RS Means Recoverable
10 to 15 years	10%
15 to 20 years	5%
Older than 20 years	2%

6.6. The following schedule will be applied to calculate compensation for each MW Vinyl-Clad Window determined to have Level 2 Damage. Compensation awarded to Settlement Class Members pursuant to this Section is referred to herein as “Level 2 Relief.”

Age of Window	Percentage of RS Means Recoverable
0 to 5 years	7%
5 to 10 years	5%
10 to 15 years	3%
15 to 20 years	2%
Older than 20 years	1%

6.7. Claimants are eligible for Level 1 Relief (In Warranty) only if the Claim Form for the subject window is postmarked or otherwise received by the Claims Administrator within the window’s applicable Warranty Period. Claimants are eligible for Level 1 Relief (Out of Warranty) and/or Level 2 Relief only if the Claim Form for the subject window is postmarked or otherwise received by the Claims Administrator within one (1) year of the Effective Date. Claims that are denied based on untimely submission are not eligible for appeal to the Independent Claims Reviewer.

6.8. A Settlement Class Member who has been awarded Level 2 Relief for any MW Vinyl-Clad Window under this Section may later submit a new Claim Form seeking Level 1 Relief for the same window, provided however that the amount of any Level 1 Relief such Settlement Class Member receives for any such window shall be reduced by the value of any compensation or benefits he has previously received under this Settlement. Any remedy provided for such new claim shall be based on the date the new Claim Form was postmarked or otherwise received by the Claims Administrator. No Claim Form submitted after the expiration of the Claim Deadline will be processed under the Agreement.

6.9. A Settlement Class Member who has been awarded Level 1 Relief (In Warranty) or Level 1 Relief (Out of Warranty) for any MW Vinyl-Clad Window under this Agreement may not later submit a new Claim Form seeking any additional relief for the same window.

6.10. Under no circumstances will there be multiple recoveries for the same damages under this Agreement. Once a Claim Form has been submitted and resolved for a particular MW Vinyl-Clad Window, there will be no further award or compensation for that window except as provided in Section 6.8.

6.11. If a Structure that is the subject of a claim contains multiple units that are owned by different owners, such as condominium, then the identity of the appropriate Claimant shall be controlled by which person or entity has legal standing to sue for damages for the window at issue, under the contract documents for the Structure and the law of the state within which the Structure is located. In no event will there be multiple recoveries for the same damages.

6.12. The total, overall liability of MW to Settlement Class Members for Level 1 Relief (Out of Warranty) and Level 2 Relief shall not in the aggregate exceed the sum of Four Million Dollars (\$4,000,000.00). If valid claims for Level 1 Relief (Out of Warranty) and Level 2 Relief

exceed the \$4,000,000.00 aggregate cap, payments shall be made to Settlement Class Members based on a pro rata calculation. MW shall be liable to Settlement Class Members for Level 1 Relief (In Warranty) only as set forth in this Agreement; however, no aggregate cap shall apply to limit MW's total, overall liability to Settlement Class Members for Level 1 Relief (In Warranty). Payments to Settlement Class Members for Level 1 Relief (Out of Warranty) and Level 2 Relief shall be made within the later of 120 days following the one (1) year anniversary of the Effective Date or forty-five (45) days after the resolution of all appeals related to Claim Forms submitted prior to the one (1) year anniversary of the Effective Date. To effectuate this payment, the Claims Administrator shall provide MW and Class Counsel with a listing of all claims deemed eligible for Level 1 Relief (Out of Warranty) and Level 2 Relief and the total amount of compensation to be awarded for those Eligible Claims. MW will then transfer funds to the Claims Administrator equaling the total amount of compensation to be awarded for the claims identified in the list. The Claims Administrator shall issue checks to Settlement Class Members identified in the list following receipt of payment from MW.

7. ATTORNEYS' FEES AND INCENTIVE AWARDS TO NAMED PLAINTIFFS

7.1. Within the time period established by the Court, Class Counsel may apply to the Court for an entry of an award of attorneys' fees in an amount that shall not, in the aggregate, exceed two million dollars (\$2,000,000.00), and costs in an amount not to exceed, in the aggregate, five hundred thousand dollars (\$500,000.00), to be paid by MW. MW agrees not to oppose Class Counsel's application for attorney's fees and costs that does not exceed those amounts.

7.2. Within ten (10) days of the Effective Date, payment of attorneys' fees and costs shall be made by MW through a deposit into an account controlled by Class Counsel. After the fees and costs have been deposited into this account, Class Counsel shall be solely responsible

for distributing each Class Counsel's firm's allocated share of fee and costs to that firm. MW shall have no obligation to pay any award for attorney's fees and costs prior to the Effective Date.

7.3. Within the time period established by the Court, Class Counsel will ask the Court to approve incentive awards to be paid by MW in the amount of \$5,000.00 per Named Plaintiff. MW agrees not to oppose Class Counsel's request for such incentive awards. MW will, within twenty-one (21) calendar days after the later of (1) the Effective Date and (2) the receipt of completed and signed W-9 forms from each Named Plaintiff pay any such awards approved by the Court up to \$5,000.00 per Named Plaintiff.

7.4. The Parties agree that the Court's failure to approve, in whole or in part, any requested award for attorneys' fees and costs or incentive awards for Named Plaintiffs shall not prevent the Settlement from becoming effective, nor shall it be grounds for termination. The Parties negotiated and reached agreement regarding attorneys' fees and costs and incentive awards for Named Plaintiffs only after reaching agreement on Settlement Class compensation issues.

8. THE PRELIMINARY APPROVAL ORDER

8.1. Promptly upon the execution of this Agreement, Named Plaintiffs shall move the Court for an order granting preliminary approval of this Settlement ("Preliminary Approval Order"). The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and MW. The motion for preliminary approval shall request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate and reasonable terms; (2) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only; (3) approve the notice program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the

procedures set forth in Section 10 hereof and in the notice program for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (5) designate Class Counsel as counsel for the Settlement Class; (6) preliminarily enjoin all Settlement Class Members, unless and until they have timely and properly excluded themselves from the Settlement Class, from participating as plaintiff or class member in any other lawsuit or proceeding in any jurisdiction based on, relating to, or arising out of any MW Vinyl-Clad Window; and (7) schedule a final approval hearing for a time and date mutually convenient for the Court, Class Counsel and counsel for MW, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel's application for attorneys' fees, costs and expenses and incentive awards to Named Plaintiffs ("Final Approval Hearing"). MW will join Named Plaintiffs' motion for preliminary approval of the settlement except to the extent it requests certification of the Settlement Class. MW, however, agrees not to oppose Named Plaintiffs' request for certification of the Settlement Class, subject to the agreements and limitations set forth in Section 15.3.

9. NOTICE OF PROPOSED SETTLEMENT

9.1. Upon Preliminary Approval of the Settlement, the Notice Administrator and Claims Administrator shall implement the notice program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. All costs of Notice shall be paid by MW.

9.2. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) ("CAFA"), the CAFA Notice shall be sent by the Notice Administrator to appropriate federal and state officials pursuant to the proper requirements.

9.3. Notice to Settlement Class Members shall include: (a) publication of summary notices pursuant to Section 9.4; (b) mailed notice pursuant to Sections 9.5 and 9.6; and (c) establishment of a settlement website. Not all Settlement Class Members will receive all forms of notice. The text of the notices and the mechanisms for distributing the notices shall be subject to the approval of the Court and shall be the responsibility of the Notice Administrator and Claims Administrator.

9.4. Summary notices, substantially in the forms attached hereto as Exhibit B (print and internet), shall be published as approved by the Court. The summary notices shall be published in publications and/or electronic media upon which the Parties and the Notice Administrator mutually agree within seventy five (75) days of Preliminary Approval, and will be targeted to emphasize those areas where sales of MW Vinyl-Clad Windows are largest.

9.5. A short-form notice substantially in the form attached hereto as Exhibit C shall be mailed, first-class postage prepaid, within ten (10) days of the publication of the first notice to be published pursuant to Section 9.4 to each Settlement Class Member identified by the Parties through reasonable efforts. While MW has informed Class Counsel that it does not maintain data specifying Settlement Class Members' names and addresses, MW shall make reasonable efforts to provide the Claims Administrator within forty five (45) days of Preliminary Approval all reasonably available data, including warranty claims and service information, specifying potential Settlement Class Members' names, addresses and other contact information. The Claims Administrator will make reasonable efforts to locate the proper address for any potential Settlement Class Members whose short-form notice is returned as undeliverable, and will re-mail it once if an updated address is located.

9.6. The Claims Administrator shall mail, first-class postage prepaid, a long-form notice substantially in the form attached hereto as Exhibit D or Claim Forms to anyone requesting them. The Claims Administrator shall maintain records of all of its activities, including logs of all telephone calls received and all mailings, and shall maintain an electronic database reflecting the running tally of the calls received and number of and types of materials mailed by it in connection with this Settlement.

9.7. At least five (5) business days before the date of the Final Approval Hearing, the Notice Administrator and Claims Administrator shall file proof, by affidavit or declaration, of the aforesaid publications and mailings.

9.8. No later than the publication of the first notice to be published pursuant to Section 9.4, the Claims Administrator shall cause a toll-free telephone line to be established. The toll-free telephone number shall be included in the published notices. The telephone line shall be capable of receiving requests for Claim Forms or the long-form notice of this Settlement described in Section 9.6 or any other materials described in this Section, and providing general information concerning deadlines for objecting to or opting out of the Settlement, Claim Forms, and the dates of relevant Court proceedings, including the Final Approval Hearing. The toll free number shall be maintained for the entire life of the Claim Period. All costs associated with establishing and maintaining the toll-free telephone line shall be paid by MW.

9.9. No later than the publication of the first notice to be published pursuant to Section 9.4, the Claims Administrator shall cause an internet website concerning the Settlement to be established, the contents of which must be approved by Class Counsel and MW. The website shall be maintained while the Claims Administrator is processing claims under this Agreement, or, if as a result of the evolution of the electronic communication media, the maintenance of the

website is no longer practicable, the Claims Administrator shall establish a suitable alternative communications medium to make available information concerning the Settlement and the procedures for the submission of claims, for the entire life of the Claim Period. The internet address of the website shall be included in the published notices and all notices mailed to Settlement Class Members. The website shall provide: (a) generalized information concerning deadlines for objecting to or opting out of the Settlement, Claim Forms, and the dates of relevant Court proceedings, including the Final Approval Hearing; (b) a listing of the toll-free phone number to be established pursuant to Section 9.8; and (c) electronic copies of this Agreement, the long-form notice, the Claim Form, and information concerning the submission of the Claim Form, that Settlement Class Members can download and print. The Claims Administrator shall cause to be maintained a record of activities relating to claims, including logs of inquiries to the internet website and downloads and/or mailings, and shall ensure that a running tally is kept of the number and types of materials mailed by it or downloaded from the internet website in a computerized database form.

9.10. The notices, publications and internet website provided under or as part of the notice program shall not bear or include the MW logo or trademarks or the return address of MW, or otherwise be styled to appear to originate from MW.

9.11. Within the parameters set forth in this Section, further specific details of the notice program shall be subject to the agreement of Class Counsel and MW.

10. RIGHT OF EXCLUSION AND TO OBJECT

10.1. A potential Settlement Class Member may opt out of the Settlement Class. To exercise this exclusion right, the potential Settlement Class Member must send a request for exclusion to the Notice Administrator, at the address specified in the Notice, that contains the following information:

- a. The name of the Litigation;
- b. The person's full name, address and telephone number;
- c. A specific statement of the person's intention to exclude himself from the Settlement;
- d. The identity of counsel, if the person is represented; and
- e. The person's signature and the date on which the request was signed.

10.2. A potential Settlement Class Member may opt out of the Settlement Class at any time during the Opt-Out Period. Exclusions sent by any potential Settlement Class Member to incorrect locations shall not be valid.

10.3. Any potential Settlement Class Member who has not submitted a timely and valid request to be excluded from the Settlement shall be bound by the Settlement and by all subsequent proceedings and orders. Any potential Settlement Class Member who elects to opt out of the Settlement Class pursuant to this Agreement shall not be entitled to a remedy under this Agreement. Any potential Settlement Class Member who submits a timely and valid request for exclusion shall not be permitted to object to the Settlement.

10.4. Class Counsel and MW's counsel shall have the right to contact persons who submit requests for exclusion from the Settlement Class. Within five (5) business days of the closing of the Opt-Out Period, the Notice Administrator shall provide Class Counsel and MW's counsel, by electronic mail, facsimile, and/or hand delivery, with a list identifying each person who has submitted a timely and valid request to be excluded from the Settlement Class in accordance with the terms of this Agreement and the Preliminary Approval Order and attaching copies of all requests for exclusion.

10.5. In the sole discretion of MW, it may terminate this Agreement if the number of potential Settlement Class Members who submit timely and valid requests to be excluded from

the Settlement Class reaches a level that, in MW's judgment, threatens to frustrate the essential purpose of this Agreement. MW will not take into account pending lawsuits of which it is aware in determining whether the number of opt-outs reaches such a level. MW shall advise Class Counsel and the Court, in writing, of this election within ten (10) days of receiving the list of opt-outs pursuant to Section 10.4. In such event, this Agreement may not be offered or received into evidence or utilized for any other purpose in the Litigation or in any other action, suit, or proceeding.

10.6. A Settlement Class Member may object to the Settlement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via first class mail to the Court, Class Counsel, and MW's counsel. For an objection to be considered by the Court, the objection must be postmarked no later than the last day of the Opt-Out Period, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth:

- a. the name of the Litigation;
- b. the objector's full name, address and telephone number;
- c. the address(es) of the Structure(s) that may contain a MW Vinyl-Clad Window;
- d. an explanation of the basis upon which the objector claims to be a Settlement Class Member, including without limitation the basis on which the objector believes that his or her Structure contains an MW Vinyl-Clad Window;
- e. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- f. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the

caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

- g. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- j. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- k. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- l. the objector's signature (an attorney's signature is not sufficient).

11. FINAL APPROVAL HEARING AND ORDER

11.1. The Named Plaintiffs' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Named Plaintiffs shall file their motion for final approval of the Settlement, and their application for attorneys' fees and costs and incentive awards to Named Plaintiffs, no later than ten (10) days prior to the Final Approval Hearing. MW will join Named Plaintiffs' motion for final approval of the Settlement except to the extent it requests certification of the Settlement

Class. MW, however, agrees not to oppose Named Plaintiffs' request for certification of the Settlement Class, subject to the agreements and limitations set forth in Section 15.3.

11.2. At the Final Approval Hearing the Court will hear argument on Named Plaintiffs' motion for final approval of the Settlement, and on Class Counsel's application for attorneys' fees and costs and incentive awards to Named Plaintiffs. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fee, cost or service award application, provided the objectors filed timely objections that meet all of the requirements listed in Section 10.6 hereof.

11.3. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting final approval of the Settlement, and whether to approve Class Counsel's request for attorneys' fees and costs. The proposed Final Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and MW. Such proposed Final Approval Order shall, among other things

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Expressly state that the Parties and Class Counsel agree that certification of the Settlement Class is a certification for settlement purposes only, and that MW retains its right to object to certification of this Litigation or any other class action under Federal Rule of Civil Procedures 23 or any other applicable rule, statute, law or provision;
- d. Determine that the Notice provided satisfies Due Process requirements;
- e. Dismiss the Litigation with prejudice;
- f. Release MW and the Released Parties from the Released Claims, as set forth in Section 13 hereof;

- g. Bar and enjoin Named Plaintiffs and all Settlement Class Members from asserting or prosecuting any of the Released Claims in any jurisdiction, as set forth in Section 14.2 hereof, including during any appeal from the Final Approval Order;
- h. Approve such award of attorneys' fees and costs for Class Counsel and/or incentive awards to Named Plaintiffs as the Court may award; and
- i. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including MW, all Settlement Class Members, and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

12. EFFECTIVE DATE

12.1. This Agreement and the obligations of the Parties under this Agreement shall not become effective until, and are expressly conditioned upon, the occurrence of the Effective Date.

13. RELEASE

13.1. Upon entry of the Final Approval Order, Named Plaintiffs and each Settlement Class Member, each on behalf of itself, himself or herself and on behalf of its, his or her respective agents, affiliates, heirs, executors and administrators, predecessors, successors, assigns, attorneys, representatives, shareholders, owners associations, and any and all persons who seek to claim through or in the name or right of any of them (the "Releasing Parties"), shall automatically be deemed to have fully and irrevocably released and forever discharged (as by an instrument under seal without further act by any person, and upon good and sufficient consideration), MW Manufacturers, Inc., and each of its administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates, including without limitation Ply Gem Prime Holdings, Inc., Ply Gem Holdings, Inc., Ply Gem Industries, Inc., MWM Holding, Inc. and all related entities, and any of their sales agents and distributors, and all of the foregoing persons' or entities' respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents,

attorneys, and representatives (collectively, the “Released Parties”) from each and every claim of liability that has been or could have been made, on any legal or equitable ground whatsoever, including without limitation all claims under federal law or the laws of any state, and including without limitation all claims, damages, punitive or exemplary damages, penalties, fees, costs, expenses or liability on any legal or equitable ground whatsoever, and including without limitation all claims for direct, indirect, consequential and/or incidental damages, and regardless of whether such claims might have been or might be brought directly or through assignment, arising out of or in any way relating to the design, testing, manufacture, sale, distribution, marketing, labeling, warranty, service, use, performance, installation or purchase of, or in any way relating to any MW Vinyl-Clad Window, including without limitation any and all claims for breach of contract, breach of express or implied warranty, strict liability, negligence, negligent misrepresentation, violations of federal or state consumer protection and other statutory laws, regulations or codes, declaratory relief, injunctive relief, unjust enrichment and/or fraud (collectively, the “Released Claims”). The Released Claims expressly include, but are not limited to, all claims that have been or could have been asserted in the following civil actions: *Gulbankian et al. v. MW Manufacturers, Inc.*, United States District Court, District of Massachusetts, Docket No. 1:10-cv-10392-RWZ; and *Hartshorn et al. v. MW Manufacturers, Inc.*, United States District Court, District of Massachusetts, Docket No. 3:12-cv-30122-RWZ. Excluded from this release are claims for personal injury. The Releases provided for herein are as a result of membership in the Settlement Class, the Court’s approval process, and occurrence of the Effective Date, and are not conditional on receipt of payment by any particular Settlement Class Member.

13.2. This Release includes all claims that Settlement Class Members have or may hereafter discover including, without limitation, claims, injuries, damages, or facts in addition to or different from those now known or believed to be true with respect to any matter disposed of by this Agreement. By this Agreement, the Settlement Class Members have fully, finally, and forever settled and released any and all such claims, injuries, damages, or facts whether known or unknown, suspected or unsuspected, contingent or non-contingent, past or future, whether or not concealed or hidden, which exist, could exist in the future, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, willful, intentional, with or without malice, or a breach of any duty, law, building code or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settlement Class Members shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged, that the foregoing release was separately bargained for and a key element of the Settlement of which the Releases herein are a part. The Settlement Class Members expressly and intentionally waive any and all rights and benefits which they now have or in the future may have under the terms of the law (whether statutory, common law, code, regulation or otherwise) of any other state, municipality or territory of the United States as related to matters arising from or in any way related to, connected with, or resulting from any and all MW Vinyl-Clad Windows.

13.3. It is the intent of the Parties that no Releasing Party shall recover, directly or indirectly, any sums for claims released by operation of this Agreement from the Released Parties, other than the remedy received under this Agreement. Therefore, none of the Released Parties shall have any obligation to make any payments to any non-parties by way of

contribution or indemnification or otherwise relating to the same Qualifying Damage for which a Releasing Party was eligible to receive a remedy under this Agreement.

- a. Releasing Parties agree that in any action brought by a Releasing Party against any non-party arising out of or related to the same damage that gave rise to the Releasing Party receiving a remedy under this Agreement, the Releasing Party agrees to defend and indemnify any Released Party against any third-party claims, including without limitation claims for contribution or indemnification.
- b. The Parties agree that the provisions of this Agreement and any claim thereunder constitute a good faith settlement under California Civil Code §§ 877 and 877.6 and comparable laws in other states, that the Parties shall cooperate fully in any effort of the Released Parties to establish such good faith settlement before any court (including, without limitation, by joining in any motion or other procedure and providing declarations and other evidence to establish such good faith settlement where requested by any Released Party) and that all payments made under this Agreement relate to claims arising out of or related to MW Vinyl-Clad Windows.
- c. If notwithstanding the intention of the Parties expressed therein, any release given by the Releasing Parties is not given its full effect by operation of law, then the Releasing Parties shall be deemed to have and do hereby transfer and assign to the Released Parties all claims, if any, that were deemed not released, to the extent necessary to effectuate the intent of this Section.
- d. Class Counsel shall cooperate with the Released Parties to ensure that the releases set forth in this Section are given their full force and effect and that Releasing Parties comply with their obligations set forth in this Agreement.

13.4. AS OF THE EFFECTIVE DATE, PLAINTIFFS AND EACH SETTLEMENT CLASS MEMBER SHALL AUTOMATICALLY BE DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR SIMILAR LAWS OF ANY OTHER STATE OR JURISDICTION. SECTION 1542 OF THE CALIFORNIA CIVIL CODE READS: “§1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

14. EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT

14.1. Each and every Settlement Class Member who has not requested exclusion pursuant to this Agreement submits to the jurisdiction of the Court and will be bound by the terms of this Settlement (including, without limitation, any and all Releases).

14.2. This Agreement shall be the sole and exclusive remedy for any and all claims of Settlement Class Members against MW arising from or in any way related to any MW Vinyl-Clad Window, and upon entry of the Final Approval Order, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting any such claims against any Released Party.

14.3. Upon entry of the Final Approval Order, each of the actions comprising the Litigation shall be dismissed with prejudice.

14.4. The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and the Court’s orders and judgments. In the event of a breach by MW or a Settlement Class Member under this Agreement, the Court may exercise all equitable powers over MW or such Settlement Class Member to enforce this Agreement and the Final Approval Order irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance, contempt, and injunctive relief.

15. OTHER TERMS AND CONDITIONS

15.1. MW disputes the claims alleged in the Litigation and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. MW has agreed to enter into this Agreement to avoid further expense, inconvenience, and distraction of burdensome and

protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Litigation. Neither this Settlement, nor any act performed or document executed pursuant to or in furtherance of this Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim or argument made by Named Plaintiffs or Settlement Class Members, including but not limited to arguments on the merits or in support of class certification, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Litigation or in any proceeding in any court, administrative agency or tribunal. The Parties agree that if the Court does not approve any material term of this Agreement or requires as a condition to granting approval any term that effects a material change in this Agreement, then this Agreement may be voided at either Party's option, provided however that such right must be exercised no later than ten (10) days after that Party's receipt of any order granting final approval of the Settlement. The Parties agree that neither any award of an incentive award to a Named Plaintiff in an amount less than that sought, nor an award of attorneys' fees, costs, and disbursements to Class Counsel in an amount less than that requested by Class Counsel, nor a reversal on appeal of any such award shall be deemed to be a modification of a material part of this Agreement that allows for a Party to void the Agreement pursuant to this Section. The Parties further agree that any requirements that MW provide any remedy or pay any amount greater than the remedies and amounts set forth in this Agreement shall be deemed a material change entitling MW to void the Agreement.

15.2. In the event that this Settlement does not become effective for any reason, this Agreement shall be considered null and void; all of MW's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the

Litigation as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Named Plaintiffs' right to seek class certification and MW's right to oppose class certification on any grounds. Nothing in this agreement nor in the settlement proceedings contemplated by this agreement shall be construed as an admission by MW that any of the requirements for class certification under Fed. R. Civ. P. 23 or any state law provision for class certification have been met.

15.3. MW represents and warrants that: (a) it has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of MW; (c) its signatories to the Agreement have full authority to sign on behalf of and to bind MW to its terms; and (d) this Agreement has been duly and validly executed and delivered by MW and constitutes its legal, valid, and binding obligation.

15.4. Named Plaintiffs, MW, and their attorneys agree to cooperate fully in seeking Court approval of this Agreement and to use their best efforts to effect its consummation as provided for herein. They further agree to execute all such additional documents as shall be reasonably necessary to carry out the provisions of this Agreement.

15.5. The undersigned counsel represent that they have been fully authorized to execute this Agreement on behalf of their respective clients.

15.6. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to all members of the Settlement Class and their respective agents, heirs, executors, administrators, successors, or assigns.

15.7. This Agreement and its Exhibits constitute the entire agreement of the parties with respect to the subject matter thereof. The settlement contemplated by this Agreement is not subject to any condition not expressly provided for herein, and there exist no collateral or oral agreements relating to the subject matter of the Agreement. In entering this Agreement, no party is relying on any promise, inducement, or representation other than those set forth herein and in the Exhibits hereto. Any agreement purporting to change or modify the terms of this Agreement or the Exhibits hereto must be in writing, signed by counsel for each of the parties to this Agreement.

15.8. All of the Exhibits attached hereto or referred to herein are incorporated as if fully set forth in the body of this Agreement.

15.9. The waiver by any party to this Agreement of any breach of its terms shall not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.

15.10. This Agreement may be executed in any number of counterparts, including by facsimile or electronic mail, each of which shall be deemed to be an original. All counterparts shall constitute one Agreement, binding on all parties hereto, regardless of whether all parties are signatories to the same counterpart, but the Agreement will be without effect until and unless all parties to this Agreement have executed a counterpart.

15.11. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles whether set forth in rules, precedent, or case law.

15.12. Any action or proceeding to construe or enforce this Agreement or to secure damages for its breach shall be brought in the Court.


15.13. Any headings, subheadings, or titles herein are used for purposes of convenience only and have no other legal force, meaning, or effect.

15.14. Any notices issued pursuant to the terms of this Settlement Agreement shall be sent to the Parties at the addresses of their respective counsel as set forth below. Additional notice to MW shall be sent to the following:

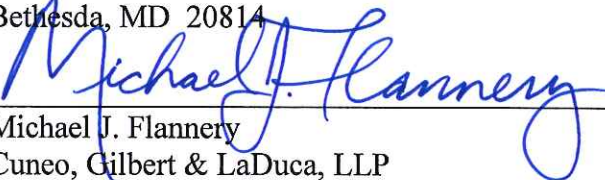
Tim Johnson
General Counsel
Ply Gem Industries, Inc.
5020 Weston Parkway – Suite 400
Cary, North Carolina 27513

WHEREFORE, the undersigned have executed this Agreement on behalf of their clients on the 18th day of April, 2014.


On behalf of Named Plaintiffs and the Settlement Class



Charles J. LaDuca *w/permission, by MJF*
Cuneo, Gilbert & LaDuca, LLP
8120 Woodmont Avenue
Suite 810
Bethesda, MD 20814



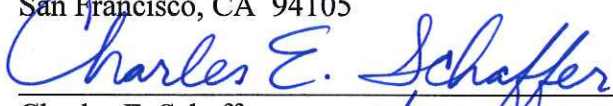
Michael J. Flannery
Cuneo, Gilbert & LaDuca, LLP
300 North Tucker Boulevard, Suite 801
St. Louis, MO 63101
(314) 226-1015
mflannery@cuneolaw.com



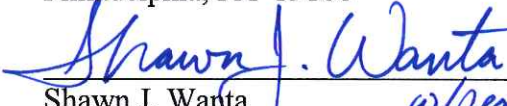
Robert K. Shelquist *w/permission by MJF*
Lockridge, Grindal, Nauen & Holstein
100 Washington Avenue South
Suite 2200
Minneapolis, MN 55401



Michael McShane *w/permission, by MJF*
Audet & Partners LLP
221 Main Street
Suite 1460
San Francisco, CA 94105



Charles E. Schaffer *w/permission, by MJF*
Levin, Fishbein, Sedran & Berman
510 Walnut Street
Suite 500
Philadelphia, PA 19106



Shawn J. Wanta *w/permission, by MJF*
Baillon Thome Jozwiak & Wanta, LLP
222 South Ninth Street, Suite 2955
Minneapolis, MN 55402

On behalf of Defendant MW Manufacturers, Inc.

Donald R. Frederico
Pierce Atwood LLP
100 Summer Street, Suite 2250
Boston, MA 02110

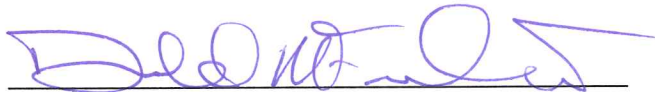
Steve Pharr
Pharr Law, PLLC
8 West Third Street, Suite 600
Winston-Salem, NC 27101

Michael McShane
Audet & Partners LLP
221 Main Street
Suite 1460
San Francisco, CA 94105

Charles E. Schaffer
Levin, Fishbein, Sedran & Berman
510 Walnut Street
Suite 500
Philadelphia, PA 19106

Shawn J. Wanta
Baillon Thome Jozwiak & Wanta, LLP
222 South Ninth Street, Suite 2955
Minneapolis, MN 55402

On behalf of Defendant MW Manufacturers, Inc.



Donald R. Frederico
Pierce Atwood LLP
100 Summer Street, Suite 2250
Boston, MA 02110

Steve Pharr
Pharr Law, PLLC
8 West Third Street, Suite 600
Winston-Salem, NC 27101


Michael McShane
Audet & Partners LLP
221 Main Street
Suite 1460
San Francisco, CA 94105

Charles E. Schaffer
Levin, Fishbein, Sedran & Berman
510 Walnut Street
Suite 500
Philadelphia, PA 19106

Shawn J. Wanta
Baillon Thome Jozwiak & Wanta, LLP
222 South Ninth Street, Suite 2955
Minneapolis, MN 55402

On behalf of Defendant MW Manufacturers, Inc.

Donald R. Frederico
Pierce Atwood LLP
100 Summer Street, Suite 2250
Boston, MA 02110



Steve Pharr
Pharr Law, PLLC
8 West Third Street, Suite 600
Winston-Salem, NC 27101

EXHIBIT A