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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 30, 2015

Quanex Building Products Corporation
(Exact name of registrant as specified in its charter)

Delaware	**001-33913**	**26-1561397**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1800 West Loop South, Suite 1500, Houston, Texas 77027
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (713) 961-4600

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

Merger Agreement

On August 30, 2015 (the "Agreement Date"), Quanex Building Products Corporation, a Delaware corporation ("we," "us," "our," "Quanex," or the "Company"), entered into an Agreement and Plan of Merger (the "Merger Agreement"), among Quanex, QWMS, Inc., a Delaware corporation and a wholly-owned subsidiary of Quanex (the "Merger Sub"), WII Holding, Inc., a Delaware corporation ("WII"), and Olympus Growth Fund IV, L.P., a Delaware limited partnership, as the representative of the stockholders of WII (the "Stockholders' Representative"), pursuant to which the Merger Sub will merge with and into WII (the "Merger") subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement. Following the Merger, WII will become our wholly-owned subsidiary and we will acquire, as a result thereof, all of the subsidiaries of WII (collectively, the "WII Entities"). The WII Entities supply doors and components to original equipment manufacturers in the kitchen and bathroom cabinet industry.

Pursuant to the terms of the Merger Agreement, at the closing of the Merger, the issued and outstanding shares of WII's common stock will be converted into the right to receive an aggregate amount of $248.5 million, payable in cash, less certain holdback amounts and $5,462,800 to be placed into an escrow account. Of the total amount placed in escrow, $1,242,500 will be available to satisfy certain indemnity claims, and the remaining amount will be available to satisfy any payments owed to us in the event of a post-closing purchase price adjustment in our favor under the Merger Agreement.

The Merger Agreement contains covenants, representations, and warranties of Quanex, the Merger Sub, WII, and the Stockholders' Representative that are customary for a transaction of this type, including a commitment by WII and the WII Entities to conduct their business in the ordinary course during the time period between the Agreement Date and the closing of the Merger. The consummation of the Merger is subject to various customary closing conditions, including (a) the expiration of the applicable waiting period under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended, (b) approval by the stockholders of WII, (c) the holders of not more than 0.5% of the stockholders of WII exercising their statutory appraisal rights pursuant to Section 262 of the Delaware General Corporation Law, and (d) the absence of a material adverse effect with respect to WII and the WII Entities.

The Merger Agreement provides that Quanex and certain related persons and entities (collectively, the "Quanex Indemnified Parties") will be indemnified against damages suffered by them as a result of any breaches by WII of certain representations, warranties, and covenants set forth in the Merger Agreement. For any losses sustained by the Quanex Indemnified Parties due to WII's breaches of the general representations and warranties, the Quanex Indemnified Parties may seek up to $1,242,500 of damages from the escrow, once the losses exceed a $1,242,500 deductible. Subject to any indemnity claims by the Quanex Indemnified Parties, the indemnity escrow funds will be released to the security holders of WII 12 months after the closing date. For any indemnifiable losses sustained by the Quanex Indemnified Parties in excess of the deductible, the Quanex Indemnified Parties must first seek recovery under applicable insurance policies, including under a representations and warranties insurance policy obtained by Quanex with coverage up to $25 million for a period of three years after the closing date for breaches of most of the general representations and for a period of six years after the closing date for breaches of fundamental and tax representations. A separate insurance policy will be obtained by Quanex to cover certain environmental liabilities with coverage up to $10 million for a period of five years after the closing date for any new issues and ten years after the closing date for any pre-existing issues discovered after the closing date. Both insurance policies will provide for certain exclusions.

The Merger Agreement may be terminated (a) by the mutual consent of Quanex, WII, and the Stockholders' Representative, (b) by Quanex, on the one hand, and WII and the Stockholders' Representative, on the other hand, if the Merger has not been consummated within 75 calendar days following the Agreement Date, (c) by Quanex, on the one hand, and WII and the Stockholders' Representative, on the other hand, if any applicable law is in effect making the consummation of the Merger illegal or any order is in effect preventing the consummation of the Merger, (d) by Quanex, WII, or the Stockholders' Representative upon the occurrence of certain material breaches of the Merger Agreement by the other party or parties, or (e) by WII or the Stockholders' Representative, if, after November 2, 2015, Quanex has failed to complete the closing of the Merger within two business days after notice from WII that WII has satisfied all of the conditions required for closing.

Before entering into the Merger Agreement, other than with respect to the Merger Agreement, neither we nor any of our affiliates had any material relationship with WII or the Stockholders' Representative.

Our Board of Directors unanimously approved the Merger and the Merger Agreement.

The representations, warranties, and covenants contained in the Merger Agreement were made only for purposes of the Merger Agreement and as of specific dates, were solely for the benefit of the parties to the Merger Agreement, and may be subject to limitations agreed upon by those contracting parties. The representations and warranties may have been made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries under the Merger Agreement and should not rely on the representations, warranties, and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of any of the parties to the Merger Agreement or any of their respective stockholders, subsidiaries, or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the Agreement Date, which subsequent information may or may not be fully reflected in the public disclosures of the Company.

Financing Commitment

In connection with its entering into the Merger Agreement, Quanex entered into a commitment letter (including the annexes, schedules, and exhibits attached thereto, the "Commitment Letter"), dated as of August 30, 2015, among Quanex, Wells Fargo Bank, National Association ("Wells Fargo Bank"), and Wells Fargo Securities, LLC ("Wells Fargo Securities" and, together with Wells Fargo Bank, the "Commitment Parties"), pursuant to which Wells Fargo Bank has committed to provide to Quanex senior secured credit facilities of $410 million consisting of an asset-based revolving credit facility of $100 million (the "ABL Facility") and a term loan facility of $310 million (the "Term Loan Facility" and, collectively with the ABL Facility, the "Senior Credit Facilities") for the purposes of providing financing for (a) funding the purchase price payable by Quanex in connection with the consummation of the transactions contemplated by the Merger Agreement, (b) refinancing certain existing indebtedness of Quanex and its subsidiaries (the "Refinancing"), (c) payment of fees, commissions, and expenses in connection with the transactions contemplated in connection with the consummation of the Merger, the Refinancing, and the Senior Credit Facilities and (d) financing ongoing working capital requirements of Quanex and its subsidiaries and other general corporate purposes. The Commitment Letter, and obligations of the Commitment Parties thereunder and the contemplated fundings under the Senior Credit Facilities are subject to various conditions that are set forth in the Commitment Letter, including the consummation of the Merger substantially concurrent with the initial funding of the Term Loan Facility and the initial extension of credit under the ABL Facility, on the applicable terms described in the Commitment Letter, and in accordance in all material respects with the terms of the Merger Agreement.

The foregoing summary of the Merger Agreement, the Merger, and the Commitment Letter does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement and the Commitment Letter, which are attached hereto as Exhibit 2.1 and Exhibit 10.1, respectively, and are incorporated herein by reference.

Forward-Looking Statements

This Current Report on Form 8-K (this "Current Report") contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which contain Quanex's expectations or predictions of future financial or business performance or conditions. Statements that use the words "estimated," "expect," "could," "should," "believe," "will," "might," or similar words reflecting future expectations or beliefs are typically forward-looking statements. The statements set forth in this Current Report are based on current expectations. The Company cautions readers that any forward-looking statement is not a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking statement.

Such forward-looking statements include, but are not limited to, the expected timing of completion of the Merger, the satisfaction of the conditions to closing of the Merger and the consummation thereof, the entry into the proposed debt agreements as contemplated and the availability to use funds under those agreements for the Merger consideration, and other statements that are not historical facts. Important factors that could cause actual results to differ materially from those indicated by such forward-looking statements include risks and uncertainties relating to: the risk that the parties may be unable to obtain governmental and regulatory approvals required for the transactions, or required governmental and regulatory approvals may delay the transactions or result in the imposition of conditions that are not favorable to the Company or that could cause the parties to abandon the Merger; the risk that a condition to closing of the transactions may not be satisfied; the occurrence of any event, change, or other circumstances that could give rise to the termination of the Merger Agreement; the timing to consummate the transactions; the risk that the businesses will not be integrated successfully; the risk that the cost savings and any other synergies from the transactions may not be fully realized or may take longer to realize than expected; the effect of the announcement of the transactions on the retention of customers, employees, or suppliers; the diversion of management time on merger-related issues; general worldwide economic conditions and related uncertainties, including in the credit markets; increasing competition in the building materials industry; the complex and uncertain regulatory environment in which the parties operate; and other risks, uncertainties, and factors discussed or referred to in the "Risk Factors" section of the Company's most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on December 12, 2014, or in the Company's subsequent filings with the SEC, which filings are available online at www.sec.gov, www.quanex.com or on request to the Company. Any forward-looking statements in this Current Report are made as of its filing date, and Quanex undertakes no obligation to update or revise any forward-looking statements to reflect new information or events.

Item 7.01. Regulation FD Disclosure.

On August 30, 2015, the Company issued a press release announcing the entry into the Merger Agreement (the "Press Release") and posted to its corporate website (https://www.quanex.com/News-Room/News-Releases/Investors.aspx) a presentation that provides a summary of the strategic rationale and anticipated financial benefits of the Merger (the "Presentation"). The full text of the Press Release and the Presentation are attached as Exhibit 99.1 and Exhibit 99.2, respectively, to this Current Report.

The information in the Press Release and the Presentation shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference in any registration statement or other filing under the Securities Act of 1933 (the "Securities Act") or the Exchange Act, unless the Company expressly states that such information is to be considered "filed" under the Exchange Act or incorporates such information by specific reference in a Securities Act or Exchange Act filing. The furnishing of the Press Release and the Presentation is not intended to, and does not, constitute a determination or admission by the Company that any information contained therein is material or complete, or that investors should consider the Press Release and the Presentation before making an investment decision with respect to the Company's securities.

Item 8.01. Other Events.

The information set forth in Item 1.01 of this Current Report under "Financing Commitment" is incorporated into this item by reference.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of business acquired.

To the extent any financial statements are required by Item 9.01(a) of Form 8-K, such financial statements will be filed by amendment to this Current Report within seventy-one (71) calendar days from the date this Current Report must be filed.

(b) Pro forma financial information.

To the extent any pro forma financial information is required by Item 9.01(b) of Form 8-K, such financial information will be filed by amendment to this Current Report within seventy-one (71) calendar days from the date this Current Report must be filed.

(d) Exhibits.

2.1	Agreement and Plan of Merger, dated as of August 30, 2015, by and among Quanex Building Products Corporation, QWMS, Inc., WII Holding, Inc., and Olympus Growth Fund IV, L.P, solely in its capacity as the representative of the stockholders of WII Holding, Inc.*
10.1	Commitment Letter, dated as of August 30, 2015, among Quanex Building Products Corporation, Wells Fargo Bank, N.A., and Wells Fargo Securities, LLC.
99.1	Press Release dated August 31, 2015
99.2	Presentation dated August 31, 2015

* The schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. Quanex Building Products Corporation hereby undertakes to furnish, on a supplemental basis, copies of any of the omitted schedules or exhibits upon request by the Securities and Exchange Commission.

SIGNATURE

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

QUANEX BUILDING PRODUCTS CORPORATION

Date: August 31, 2015

By: */s/ Brent L. Korb*
Brent L. Korb
Senior Vice President – Finance and Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated as of August 30, 2015, by and among Quanex Building Products Corporation, QWMS, Inc., WII Holding, Inc., and Olympus Growth Fund IV, L.P, solely in its capacity as the representative of the stockholders of WII Holding, Inc.*
10.1	Commitment Letter, dated August 30, 2015, by and among Quanex Building Products Corporation, Wells Fargo Bank, N.A., and Wells Fargo Securities, LLC.
99.1	Press Release dated August 31, 2015
99.2	Presentation dated August 31, 2015

* The schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. Quanex Building Products Corporation hereby undertakes to furnish, on a supplemental basis, copies of any of the omitted schedules or exhibits upon request by the Securities and Exchange Commission.

Exhibit 2.1

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

WII HOLDING, INC.,

QUANEX BUILDING PRODUCTS CORPORATION,

QWMS, INC.

AND

OLYMPUS GROWTH FUND IV, L.P.
(solely in its capacity as the Stockholders' Representative hereunder)

DATED AUGUST 30, 2015

TABLE OF CONTENTS

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is dated as of August 30, 2015 by and among QUANEX BUILDING PRODUCTS CORPORATION, a Delaware corporation ("Parent"), QWMS, INC., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), WII Holding, Inc., a Delaware corporation (the "Company"), Olympus Growth Fund IV, L.P., a Delaware limited partnership, solely in its capacity as the representative of the Stockholders (the "Stockholders' Representative") and for purposes of Section 2.3(l)(vi) and Section 6.2(n). Each of Parent, Merger Sub, the Company and the Stockholders' Representative are referred to herein as a "Party."

RECITALS

Parent has formed Merger Sub solely for the purpose of merging it with and into the Company, with the Company continuing as the Surviving Corporation (the "Merger"). Parent desires to acquire the Company through the Merger.

The respective boards of directors (or equivalent governing bodies) of Parent, Merger Sub and the Company have, on the terms and subject to the conditions set forth in this Agreement, (i) determined that it is fair to, and in the best interest of, their respective companies and respective equityholders for Parent to acquire all of the issued and outstanding Shares through the Merger, upon the consummation of which the Company shall be a wholly owned subsidiary of Parent and (ii) authorized and approved this Agreement, the Merger and, subject to the satisfaction of the conditions to closing, the consummation of the transactions contemplated hereby and delivered to each other written copies thereof.

The board of directors of each of the Company and Merger Sub have recommended acceptance of the Merger and adoption of this Agreement by their respective stockholders, in accordance with DGCL and, substantially concurrently with the execution and delivery hereof, the stockholders of the Company holding a majority of the issued and outstanding Shares entitled to vote thereon have adopted this Agreement by written consent, which consent has been delivered to Parent (the "Stockholder Approval").

AGREEMENT

Now, therefore, in consideration of the foregoing and of the mutual covenants, representations, warranties and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the meanings ascribed to them below.

"Action" means any complaint, petition, suit, arbitration, mediation or other similar proceeding, whether civil or criminal, at Law or in equity, in each case, filed or pending with or being conducted by any Governmental Entity, arbitration association or other tribunal.

"Adjustment Time" means 12:01 a.m. Eastern Time on the Closing Date.

"Affiliate" of any Person means any Person directly or indirectly controlling, controlled by or under common control with such Person; where "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person; provided that in no event shall (i) the Company or any Company Subsidiary be considered an Affiliate of any portfolio company of any investment fund affiliated with or managed by Olympus Partners or (ii) any portfolio company of any investment fund affiliated with Olympus Partners be considered an Affiliate of the Company or any Company Subsidiary.

"Antitrust Authorities" means the Federal Trade Commission, the Antitrust Division of the United States Department of Justice, the attorneys general of the several states of the United States and any other Governmental Entity, including foreign Governmental Entities, having jurisdiction with respect to the transactions contemplated hereby pursuant to applicable Antitrust Laws.

"Antitrust Laws" means the Sherman Act, 15 U.S.C. §§ 1-7, as amended; the Clayton Act, 15 U.S.C. §§ 12-27, 29 U.S.C. §§ 52-53, as amended; the HSR Act; the Federal Trade Commission Act, 15 U.S.C. § 41-58, as amended; and all other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"Business Day" means any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in New York, New York.

"Cash" means cash and cash equivalents of the Company and the Company Subsidiaries as of the Adjustment Time, which shall (i) include deposits in transit and (ii) be net of outstanding checks and any overdrafts, in each case, in accordance with GAAP and, to the extent (but only to the extent) consistent with GAAP, the Company's accounting policies, practices, estimation methodologies, procedures and classifications.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.

"Closing Merger Consideration" means an aggregate amount equal to (i) the Initial Purchase Price, (ii) minus the Expense Holdback Amount, (iii) minus the Purchase Price Adjustment Holdback Amount, (iv) minus the Indemnity Holdback Amount.

"Closing Per Share Merger Consideration" means (x) the Closing Merger Consideration divided by (y) the aggregate number of Shares outstanding as of immediately prior to the Effective Time plus the Warrant Shares.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collected VAT Receivables" means any receivables collected by the Company or any of the Company Subsidiaries after Closing from the Governmental Entities of Mexico as refunds of value-added Taxes previously paid by the Company or any of the Company Subsidiaries from January 1, 2013 through December 31, 2014.

"Commercially Reasonable Efforts" means efforts customarily required in transactions of the kind and nature contemplated by this Agreement but which do not require the performing party which is acting in good faith to take any extraordinary action or expend any funds or assume any liabilities other than expenditures and liabilities contemplated by this Agreement or which are customary and reasonable in transactions of the kind and nature contemplated by this Agreement in order for the performing party to diligently pursue and timely satisfy a condition to, or otherwise assist in the consummation of, the transactions contemplated by this Agreement, or to perform its obligations under this Agreement.

"Company Indemnified Parties" means (i) the Stockholders, (ii) the Warrantholders and (iii) the respective Representatives, Affiliates, members, partners, equityholders, principals, successors, beneficiaries and assigns of each of the foregoing.

"Company Subsidiary" means each entity set forth on Annex A.

"Control Premium" means an amount equal to $2,485,000 payable hereunder by Parent to Olympus Growth Fund IV, L.P., on account of the additional value allocable to the controlling block of Shares held thereby in connection with the transactions contemplated by this Agreement.

"DGCL" means the General Corporation Law of the State of Delaware, as amended.

"Enterprise Value" means $248,500,000.

"Environmental Law" means all applicable federal, state, local and foreign laws concerning (a) protection of human health (from exposure to Hazardous Materials) or the protection of the environment or natural resources or (b) the generation, handling, use, control, management, treatment, storage, disposal, release or threat of release, or the exposure to, any Hazardous Material, including, without limitation, CERCLA, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601 et seq., the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq., the Federal Safe Drinking Water Act, 42 U.S.C. §§ 300f

et seq., the Oil Pollution Act, 33 U.S.C. § 2701 et seq., the Federal Air Pollution Control Act, 42 U.S.C. § 7401 et seq., the National Environmental Policy Act, as amended 42 U.S.C. § 4321 et seq., the Endangered Species Act, 16 U.S.C. § 1531 et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq., the Pollution Prevention Act of 1990, 42 U.S.C. § 13101 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq. (as it relates to exposure to Hazardous Materials); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq.; and any regulations, orders or requirements thereunder, each as amended, and any equivalent or analogous Laws.

"Escrow Account" means an escrow account established with, and maintained by, the Escrow Agent in accordance with the Escrow Agreement for deposit and distribution of the Purchase Price Adjustment Holdback Amount and the Indemnity Holdback Amount in accordance with this Agreement.

"Escrow Agent" means SunTrust Bank N.A.

"Escrow Agreement" means that certain agreement by and among Parent, the Stockholders' Representative and the Escrow Agent, substantially in the form attached hereto as Exhibit 1.

"Expense Holdback Amount" means an amount to be determined by the Stockholders' Representative prior to Closing to be held by the Stockholders' Representative to satisfy any expenses incurred by the Stockholders' Representative in connection with the transactions contemplated hereby, including the settlement of any purchase price adjustment in accordance with Section 2.5 and in connection with any indemnity claim pursuant to Article VI, or in otherwise fulfilling its obligations hereunder.

"Final Purchase Price" means an aggregate amount equal to (i) the Enterprise Value, (ii) plus the Final Cash, (iii)(x) plus the amount, if any, that Final Working Capital is greater than Target Working Capital or (y) minus the amount, if any, that Final Working Capital is less than Target Working Capital, (iv) minus the Final Indebtedness, (v) minus the Final Transaction Expenses, (vi) plus the aggregate Warrant Exercise Price of all Warrant Shares, and (vii) minus the Control Premium.

"Fundamental Representations" means the representations and warranties set forth in the first sentence of Section 3.1 (Due Organization), Section 3.2(a) (Authorization), Section 3.3 (Capitalization), Section 3.14 (Brokerage), the first sentence of Section 4.1 (Due Organization), Section 4.2(a) (Authorization) and Section 4.4 (Broker's or Finder's Fee).

"GAAP" means generally accepted accounting principles of the United States of America consistently applied.

"Governmental Entity" means any nation or government, any state, province or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

"Hazardous Materials" means any substance or material: (i) the presence of which requires investigation or remediation under any Environmental Law; (ii) which is regulated by any Governmental Entity under any Environmental Law ; (iii) which consists of gasoline, diesel fuel or other petroleum hydrocarbons; or (iv) which consists of polychlorinated biphenyls, asbestos, or urea formaldehyde.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indebtedness" means, with respect to the Company and the Company Subsidiaries, without duplication: (i) all indebtedness of the Company and the Company Subsidiaries for borrowed money (and any prepayment, breakage or similar charges payable to the extent incurred in connection with the discharge of such indebtedness at Closing); (ii) all indebtedness of the Company or any Company Subsidiary evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security; (iii) all indebtedness of any third Person for which the Company or any Company Subsidiary has guaranteed payment; (iv) all lease obligations of the Company and the Company Subsidiaries required under GAAP to be capitalized; (v) the deferred and unpaid purchase price of property or services (excluding all trade payables and other current liabilities included in Working Capital); and (vi) any declared but unpaid dividends that are payable to the Stockholders as of the Closing.

"Indebtedness for Borrowed Money" means, in aggregate, the Indebtedness of the Company and the Company Subsidiaries described in clauses (i) and (ii) of the definition of Indebtedness.

"Indemnity Holdback Amount" means an aggregate amount equal to $1,242,500 plus the amount of any Collected VAT Receivables deposited with the Escrow Agent, to be held by the Escrow Agent solely to satisfy any amounts payable by the Stockholders and Warrantholders pursuant to Section 6.2 or any Shortfall to the extent that it exceeds the Purchase Price Adjustment Holdback, less any distributions thereof in accordance with this Agreement and the Escrow Agreement.

"Initial Purchase Price" means an aggregate amount equal to (i) Enterprise Value, (ii) plus the Estimated Cash, (iii)(x) plus the amount if any, that Estimated Working Capital is greater than Target Working Capital or (y) minus the amount, if any, that Estimated Working Capital is less than Target Working Capital, (iv) minus the Estimated Indebtedness, (v) minus the Estimated Transaction Expenses, (vi) plus the aggregate Warrant Exercise Price of all Warrant Shares, and (vii) minus the Control Premium.

"Knowledge" (i) as used in the phrases "to the Knowledge of Company" or phrases of similar import means the actual conscious knowledge of Dale Herbst, Dan Miller and John Sleva, Steve Leabch, Paul Becker, Joe Beyer, Mark Borski and Sheila Krogman and (ii) as used in the phrases "to the Knowledge of Parent or Merger Sub" or phrases of similar import means the actual conscious knowledge of William Griffiths, Brent Korb and Kevin Delaney.

"Law" means any law, statute or regulation of any Governmental Entity.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property held by the Company or any Company Subsidiary.

"Lien" means any mortgage, pledge, security interest or lien, including the filing of any financing statement under the Uniform Commercial Code of any jurisdiction.

"Losses" means all losses, damages, judgments, awards and any penalties or reasonable expenses (including reasonable attorneys' fees) incurred in connection with the foregoing.

"Material Adverse Effect" means any event, circumstance or state of facts that, individually or in the aggregate, has, or would reasonably be expected to have, a material adverse effect upon the business, results of operations or financial condition of the Company and the Company Subsidiaries, taken as a whole; provided however, that none of the following will constitute a Material Adverse Effect, or will be considered in determining whether a Material Adverse Effect has occurred: (i) changes that are the result of factors generally affecting the industries or markets in which the Company or any Company Subsidiary operates; (ii) any adverse change, effect or circumstance arising out of the announcement or disclosure (intentional or otherwise) of the transactions contemplated by, or the terms of, this Agreement, including (A) losses or threatened losses of, or any adverse change in the relationship with, employees, customers, suppliers, distributors, financing sources, licensors, licensees or others having relationships with the Company or any Company Subsidiary and (B) the initiation of litigation or other administrative proceedings by any Person with respect to this Agreement or any of the transactions contemplated hereby; (iii) changes in Law or GAAP or the interpretation thereof; (iv) any financial projection, forecast or budget created prior to the Closing; (v) changes that are the result of economic factors affecting the national, regional or world economy or financial markets; (vi) any change in the financial, banking or securities markets; (vii) any earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire or other natural disaster or act of god or any other force majeure event; (viii) any national or international political or social conditions, including those in any jurisdiction in which the Company or any Company Subsidiary conducts business; (ix) the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military or terrorist attack upon the United States or any United States territories, possessions or diplomatic or consular offices or upon any United States military installation, equipment or personnel; (x) changes in commodities prices or the supply or demand of any raw materials; (xi) any effect on any customer or supplier of the Company or any Company Subsidiary arising from or in connection with any of the changes, events, occurrences or effects set forth in clauses (i) through (x) hereof and (xii) any consequences arising from Parent's compliance with its obligations under Section 5.3 or the application of Antitrust Laws (including any action or judgment arising under Antitrust Laws) to the transactions contemplated by this Agreement, in each case of items (i), (iii), (v), (vi), (vii), (viii), (ix) and (x) above, except to the extent such changes, occurrences, events or developments have a disproportionate effect on the Company and the Company Subsidiaries as compared to the industry in which the Company and the Company Subsidiaries operate as a whole.

"Merger Consideration" means an aggregate amount equal to (i) Closing Merger Consideration, (ii) plus any Excess Amount, Expense Holdback Amount, Purchase Price Adjustment Holdback Amount and Indemnity Holdback Amount that is ultimately paid to the Stockholders and the Warrantholders pursuant to Section 2.5(d), Section 2.5(e), Section 2.5(f) and Article VI.

"Olympus Partners" means Olympus Growth Fund IV, L.P., Olympus Growth Fund V, L.P., Olympus Growth Fund VI, L.P., and any other investment fund or vehicle managed directly or indirectly by OGP IV LLC, OGP V LLC or OGP VI LLC or any Affiliate thereof.

"Operating Company" means Woodcraft Industries, Inc., a Delaware corporation.

"Order" means any judgment, award, order, writ, injunction or decree of any Governmental Entity.

"Owned Real Property" means all land, together with all buildings, structures, improvements and fixtures located thereon, and all easements and other rights and interests appurtenant thereto, owned by the Company or any Company Subsidiary.

"Parent Indemnified Parties" means Parent, the Surviving Corporation and their Affiliates, and the Representatives, members, partners, equityholders, principals, successors and assigns of each of the foregoing.

"Per Share Merger Consideration" means the (i) Merger Consideration divided by (ii) the sum of (x) the aggregate number of Shares outstanding as of immediately prior to the Effective Time and (y) the Warrant Shares.

"Permit" means any license, permit, franchise or approval from a Governmental Entity.

"Permitted Liens" means (i) liens securing obligations under capital leases, (ii) easements, permits, rights of way, restrictions, covenants, reservations, encroachments, minor defects or irregularities in and other similar matters affecting title to the property which do not or would not materially impair the use or value of any Owned Real Property or Leased Real Property, (iii) any exceptions or other matters expressly disclosed in policies of title insurance with respect to the property that have been furnished to Parent prior to the date hereof or that are obtained by the Company pursuant to Section 5.13, (iv) Taxes, assessments or governmental charges or levies imposed with respect to property which are not yet due and payable or which are being contested in good faith, (v) statutory liens in favor of suppliers of goods for which payment is not yet due or delinquent, (vi) mechanics', materialmen's, workmen's, repairmen's, landlord's, warehousemen's, carrier's and other similar liens arising or incurred in the ordinary course of business which are not yet due and payable or which are being contested in good faith, (vii) liens in respect of pledges or deposits under workers' compensation laws or similar legislation, unemployment insurance or other types of social security, (viii) municipal bylaws, development agreements, restrictions or regulations, and zoning, entitlement, land use, building or planning restrictions or regulations, in each case, promulgated by any Governmental Entity, (ix) in the case of Leased Real Property, any liens to which the underlying fee or any other

interest in the leased premises (or the land on which or the building in which the leased premises may be located) is subject, including rights of the landlord under the Lease and all superior, underlying and ground leases and renewals, extensions, amendments or substitutions thereof, (x) licenses of Proprietary Rights in the ordinary course of business and (xi) those liens set forth on the Permitted Liens Schedule attached hereto as Annex C.

"Person" means any natural person, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or Governmental Entity.

"Pre-Closing Tax Period" means all taxable periods ending on or before the Closing Date and the portion through the Closing Date of any Straddle Period.

"Proprietary Rights" means all of the following, in any jurisdiction throughout the world: (i) patents, patent disclosures and inventions and any reissue, continuation, continuation-in-part, divisional, extension or reexamination thereof; (ii) Trademarks; (iii) works of authorship, copyrights and copyrightable works; (iv) registrations, applications for registration, and renewals of any of the foregoing; and (v) trade secrets recognized under applicable Law as "trade secrets."

"Purchase Price Adjustment Holdback Amount" means an aggregate amount equal to $4,220,300 to be held by the Escrow Agent solely to satisfy any amounts payable to Parent pursuant to Section 2.5(e), less any distributions thereof in accordance with this Agreement and the Escrow Agreement.

"Release" means any releasing, spilling, leaking, discharging, disposing, pumping, pouring, emitting, emptying, injecting, leaching, dumping or escaping into the environment, including the abandonment or discarding of barrels, containers or other closed receptacles containing any Hazardous Materials.

"Remediation" or "Remediate" means any action required by Environmental Law to (i) clean up, remove, treat or mitigate the Release of Hazardous Materials; (ii) prevent the Release or threatened Release, or to minimize the further Release, of Hazardous Materials; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care of Releases of Hazardous Materials.

"Representatives" of any Person means such Person's directors, managers, officers, employees, agents, attorneys, consultants, professional advisors or other representatives.

"RWI Policy" means the insurance policy in respect of breaches of representations and warranties procured by Parent in connection with this Agreement, the conditional binder of which is attached hereto as Exhibit 2.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shares" means shares of the Company's common stock, $0.001 par value per share.

"Solvent" means, with respect to any Person, that (i) the property and assets of such Person, at a present fair saleable valuation, exceeds the sum of its debts (including contingent and unliquidated debts); (ii) the present fair saleable value of the property and of such Person exceeds the amount that will be required to pay such Person's probable liabilities on its existing debts as they become absolute and matured; (iii) such Person shall not have an unreasonably small amount of capital to carry on its business; and (iv) such Person will be able to pay its liabilities, as of such date, including contingent and other liabilities, as they mature. For purposes of this definition, "not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged" and "able to pay its liabilities, as of such date, including contingent and other liabilities, as they mature" means that such Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet its obligations as they become due.

"Stockholders" means, collectively, the holders of the Shares, as set forth on Annex B, as such Annex may be updated by the Company prior to the Closing.

"Stockholders Agreement" means that certain Stockholders Agreement, dated as of January 9, 2007, by and among the Company, Olympus Growth Fund IV, L.P. and certain other stockholder parties thereto.

"Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

"Target Working Capital" means $42,203,000.

"Tax" or "Taxes" means (i) any taxes, assessments, fees and other governmental charges, in each case, in the nature of a tax, imposed by any Governmental Entity, including income, profits, franchise, gross receipts, payroll, sales, employment-related (including, FICA, FUTA and similar tax), unemployment, disability, net proceeds, turnover, use, property, ad valorem, excise, license, value added, estimated, stamp, alternative or add-on minimum, environmental, property, personal property (tangible and intangible), leasing, lease, user, duty, capital stock, transfer, registration, fuel, highway use, excess profits, occupational, premium, windfall profit, severance, withholding and any other taxes, customs, duties, levies, assessments, in each case, in the nature of a tax, of any kind whatsoever, together with all interest, penalties, and additional charges attributable to or imposed with respect to such amounts, whether disputed or not, imposed by a Taxing Authority, (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, combined, consolidated, unitary or similar group with respect to any Taxes, including any affiliated group within the meaning of Section 1504 of the Code electing to file consolidated federal income Tax Returns and any similar group under foreign, state or local law for any period; and (iii) any liability for the payment of any amounts of the type described in clause (i) or (ii) as a result of the operation of law or any express or implied obligation to indemnify any other Person.

"Tax Contest" means, with respect to the Company or any Company Subsidiary, any Tax audits, inquiries, adjustments, assessments, examinations, investigations or other proceeding with or against any Taxing Authority or with respect to Taxes against the Company or the Company Subsidiaries.

"Tax Return" means any written return, declaration, report, estimate, form, claim for refund, information return or statement, including any schedule or attachment thereto and including any amendment thereof, filed or required to be filed in respect of any Taxes.

"Taxing Authority" means, with respect to any Tax, the Internal Revenue Service and any other Governmental Entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision, including any Governmental Entity or agency that imposes, or is charged with collecting, social security or similar charges or premiums.

"Trademarks" means, collectively, trademarks, service marks and trade dress, logos, slogans, Internet domain names and other indicia of origin.

"Transaction Expenses" means (i) all fees and expenses (including fees and expenses of legal counsel (including K&E), investment bankers (including Harris Williams & Co.) and other third party advisors) incurred by the Company and the Company Subsidiaries at or prior to the Closing in connection with the negotiation of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby, (ii) all sale bonuses or similar compensatory payments triggered by the transactions contemplated hereby and payable to employees of the Operating Company at and upon the consummation of the Closing, (iii) to the extent not paid before Closing, all fees payable to Olympus Advisory Partners, Inc. or any Affiliate thereof by the Company and any Company Subsidiary, including under that certain Advisory Services Agreement, dated as of January 9, 2007, by and among the Company and Olympus Advisory Partners, Inc., and (iv) to the extent not paid before Closing, 100% of the premium for the Tail Policy.

"Transaction Tax Deductions" means, without duplication, any loss or deduction, which is deductible for income Tax purposes, resulting from or attributable to (i) Transaction Expenses; (ii) transaction costs (other than the Transaction Expenses) of any of the Company or the Company Subsidiaries arising from, incurred in connection with or incident to this Agreement and the transactions contemplated hereby that are paid on or prior to the Closing Date or included in the computation of the Final Working Capital; (iii) fees, expenses and interest (including amounts treated as interest for Tax purposes and any breakage fees) incurred by any of the Company or the Company Subsidiaries, and any unamortized deferred financing costs, with respect to the payment of Indebtedness in connection with the transactions contemplated by this Agreement; and (iv) any amounts set forth on the Transaction Tax Deductions Schedule attached hereto as Annex D.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar State Law.

"Warrant Consideration" means, with respect to each Warrantholder, an aggregate amount equal to (i)(x) the Warrant Shares held by such Warrantholder multiplied by (y) the Closing Per Share Merger Consideration, minus (ii) the Warrant Exercise Price of such Warrant Shares.

"Warrant Exercise Price" means $0.01 per share.

"Warrant Shares" means, with respect to each Warrantholder, 1,752.60 Shares.

"Warrantholder" means each of Norwest Mezzanine Partners III, L.P. and OCM Capital Mezzanine Fund II, L.P.

"Working Capital" means (i) the consolidated current assets (excluding Cash, income Tax assets and deferred Tax assets) of the Company and the Company Subsidiaries set forth on the Working Capital Schedule attached hereto as Annex E, minus (ii) the consolidated current liabilities (excluding Indebtedness, Transaction Expenses, income Tax liabilities and deferred Tax liabilities) of the Company and the Company Subsidiaries set forth on the Working Capital Schedule attached hereto as Annex E, in each case, determined as of the Adjustment Time in accordance with GAAP (except as set forth on the Working Capital Schedule attached hereto as Annex E) and the Company's accounting policies, practices, estimation methodologies, procedures and classifications. The Working Capital Schedule attached hereto as Annex E sets forth (A) the balance sheet accounts in respect of current assets and current liabilities that shall be the exclusive accounts used for purposes of determining Estimated Working Capital and Final Working Capital and (B) an illustrative calculation of Working Capital as of December 31, 2014 using such balance sheet accounts.

Section 1.2 Additional Defined Terms. Each term below has the meaning ascribed to such term in the Article or Section set forth opposite such term:

Defined Term	Section
280G Stockholder Vote	Section 5.14
Agreement	Preamble
Authorizations	Section 3.16
Balance Sheet Date	Section 3.5(a)
Certificate of Merger	Section 2.1(a)
Claim Notice	Section 6.2(f)
Closing	Section 2.3
Closing Date	Section 2.3
Closing Item	Section 2.5(a)
Closing Statement	Section 2.5(a)
Company	Preamble
Company Employees	Section 5.4
Company Proprietary Rights	Section 3.13(a)
Confidentiality Agreement	Section 5.2
Contracting Parties	Section 8.4
D&O Provisions	Section 5.5(a)
Deductible	Section 6.2(c)
Defense Notice	Section 6.2(g)
Direct Claim	Section 6.2(j)
Dispute Notice	Section 2.5(c)
Effective Time	Section 2.1(a)
Employee Benefit Plan	Section 3.10(a)
End Date	Section 7.1(b)(ii)

Defined Term	Section
ERISA	Section 3.10(a)
Estimated Cash	Section 2.2
Estimated Closing Statement	Section 2.2
Estimated Indebtedness	Section 2.2
Estimated Transaction Expenses	Section 2.2
Estimated Working Capital	Section 2.2
Excess Amount	Section 2.5(d)
Excess Parachute Payment	Section 2.8(b)(v)
Expiration Date	Section 6.1
Express Representations	Section 5.9(j)
FCPA	Section 3.22
Final Cash	Section 2.5(a)
Final Indebtedness	Section 2.5(a)
Final Transaction Expenses	Section 2.5(a)
Final Working Capital	Section 2.5(a)
Financial Statements	Section 3.5(a)
Funds Flow	Section 2.3
General Cap	Section 6.2(c)
Indemnified Persons	Section 5.5(a)
Indemnitee	Section 6.2(f)
Indemnitor	Section 6.2(f)
IRS	Section 3.10(a)
K&E	Section 8.16
Leases	Section 3.17(b)
Letter of Transmittal	Section 2.1(b)(vi)
Material Contract	Section 3.15(b)
Material Customer	Section 3.21
Material Supplier	Section 3.21
Merger Sub	Preamble
Merger	Recitals
New Plans	Section 5.4
Non-U.S. Employee Benefit Plan	Section 3.10(a)
Nonparty Affiliates	Section 8.4
Notice Period	Section 6.2(f)
Parent	Preamble
Party	Preamble
Pre-Closing Tax Contest	Section 5.9(a)(iii)
Post-Closing Representation	Section 8.16
Real Property	Section 3.17(c)
Remaining Holdback Amount	Section 2.5(e)
Resolution Period	Section 2.5(c)
Review Period	Section 2.5(c)
Shortfall Amount	Section 2.5(e)
Stockholder Approval	Recitals
Stockholders' Representative	Preamble

Defined Term	Section
Straddle Period Tax Contest	Section 5.9(b)
Surviving Corporation	Section 2.1(a)
Tail Policy	Section 5.5(b)
Third-Party Claim	Section 6.2(f)
Title Documents	Section 5.13
Transfer Taxes	Section 5.9(d)
Valuation Firm	Section 2.5(c)
Waiving Parties	Section 8.16

ARTICLE II

MERGER

Section 2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing:

(a) The Merger will be consummated by the filing of a certificate of merger in substantially the form attached hereto as Exhibit 3 with the Secretary of State of the State of Delaware (the "Certificate of Merger") in accordance with DGCL. Upon such filing, Merger Sub shall be merged with and into the Company, the separate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation under the laws of the State of Delaware (the "Surviving Corporation"). The date and time when the Certificate of Merger is filed and the Merger becomes effective is hereinafter referred to as the "Effective Time."

(b) At the Effective Time, by virtue of the Merger and without any further action by any other Person:

(i) all the properties, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation and all debts, liabilities, obligations and duties of the Company and Merger Sub shall become debts, liabilities, obligations and duties of the Surviving Corporation;

(ii) (A) the certificate of incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation as of the Effective Time; and (B) the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation as of the Effective Time;

(iii) (A) the directors of Merger Sub at the Effective Time shall be the directors of the Surviving Corporation and (B) the officers of Merger Sub at the Effective Time shall be the officers of the Surviving Corporation, in each case until successors are duly elected or appointed in accordance with the certificate of incorporation and bylaws of the Surviving Corporation and the DGCL;

(iv) the Stockholders' Agreement shall terminate;

(v) each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation; and

(vi) each Share issued and outstanding immediately prior to the Effective Time and all rights in respect thereof shall forthwith cease to exist and be converted into and represent the right to receive, upon delivery of a duly-executed and completed letter of transmittal in the form attached hereto as Exhibit 4 ("Letter of Transmittal"), the Per Share Merger Consideration.

Section 2.2 Delivery of Closing Statement. At least two Business Days prior to the Closing Date, the Company shall prepare and deliver to Parent a statement (the "Estimated Closing Statement") setting forth the Company's good faith estimate of: (a) Cash (the "Estimated Cash"), (b) Working Capital (the "Estimated Working Capital"), (c) the aggregate amount of Indebtedness of the Company and the Company Subsidiaries as of the Closing (the "Estimated Indebtedness"), (d) the aggregate amount of Transaction Expenses (the "Estimated Transaction Expenses") and (e) the resulting Closing Merger Consideration and corresponding Closing Per Share Merger Consideration. With respect to the items set forth on the Estimated Closing Statement, the exchange rate of any currency other than U.S. Dollars shall be determined based on the published Wall Street Journal rate on the date the Estimated Closing Statement is delivered by the Company to Parent.

Section 2.3 Closing; Closing Deliverables; Delivery of Funds; Payment of Merger Consideration, Indebtedness for Borrowed Money and Transaction Expenses. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place by conference call and by exchange of signature pages by email or fax at 9:00 a.m. Eastern Time (x) on the later of (i) November 2, 2015 or (ii) the second Business Day following the satisfaction or waiver of the conditions set forth in Section 2.8 (other than those conditions which by their terms are required to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) or (y) on such other date as the Parties mutually agree (the date upon which the Closing occurs, the "Closing Date"). At the Closing:

(a) the Company shall file the Certificate of Merger with the Secretary of State of the State of Delaware and request that the Secretary of State provide evidence of such filing within 30 minutes of such filing;

(b) the Company shall deliver or cause to be delivered to Parent a certificate signed by an authorized officer of the Company dated as of the Closing Date, to the effect that the conditions set forth in Section 2.8(b)(i) and Section 2.8(b)(ii) have been satisfied;

(c) Parent shall deliver to the Company a certificate signed by an authorized officer of Parent, dated as of the Closing Date, to the effect that the conditions set forth in Section 2.8(c)(i) and Section 2.8(c)(ii) have been satisfied;

(d) the Company shall deliver to Parent payoff letters in customary form and substance from all holders of Indebtedness for Borrowed Money confirming that, upon receipt of

a specified dollar amount on the Closing Date, all such Indebtedness will be fully repaid, and all commitments, if any, will be terminated and cancelled and including appropriate provisions for the termination and release of all Liens securing such Indebtedness;

(e) the Company shall deliver to Parent a duly completed and properly executed certificate pursuant to Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c), dated as of the Closing Date, certifying that no interest in the Company is a United States real property interest within the meaning of Section 897 of the Code;

(f) the Company shall deliver to Parent a certificate duly executed by the Secretary of the Company (i) attaching and certifying on behalf of the Company complete and correct copies of (A) the certificate of incorporation and bylaws or any comparable charter document of the Company and each Company Subsidiary as in effect as of the Closing, (B) the resolutions of the Board of Directors of the Company authorizing the execution, delivery and performance by the Company of this Agreement and the Merger, and (C) the Stockholder Approval, and (ii) attaching good standing and existence certificates of the Company and, to the extent applicable, each Company Subsidiary in the state of its formation and in each other jurisdiction in which it is qualified to do business;

(g) the Company shall deliver to Parent the Warrant Termination Agreements, substantially in the form attached hereto as Exhibit 5, duly executed by the Company and each Warrantholder;

(h) the Company shall deliver to Parent resignations of each director and officer of the Company and each Company Subsidiary, effective concurrently with the Closing;

(i) the Company shall deliver to Parent a termination of that certain Management Rights Agreement by and between OCM Mezzanine Fund II, L.P. and the Company, duly executed by such Persons and effective concurrently with the Closing;

(j) Parent and Merger Sub shall deliver evidence that the RWI Policy has been incepted;

(k) Parent, the Stockholders' Representative and the Escrow Agent shall have executed and delivered the Escrow Agreement;

(l) Parent shall pay by wire transfer of immediately available funds:

(i) to the Company's lenders set forth on the Estimated Closing Statement, the Indebtedness for Borrowed Money in the aggregate amounts set forth on the copies of the payoff letters delivered to Parent prior to the Closing by the Company;

(ii) to the payees set forth in the Estimated Closing Statement, all Transaction Expenses that do not constitute compensatory payments to employees;

(iii) to the Operating Company, all Transaction Expenses set forth on the Estimated Closing Statement that constitute compensatory payments to employees, to be further paid to such employees by the Operating Company, net of the applicable withholding amounts pursuant to Section 2.4;

(iv) to each Stockholder who has furnished a Letter of Transmittal at or prior to Closing, the aggregate Closing Per Share Merger Consideration to which such Stockholder is entitled on account of such Stockholder's Shares as directed by the Stockholders' Representative in writing prior to the Closing;

(v) to each Warrantholder, the Warrant Consideration payable in respect of the Warrant held thereby;

(vi) to Olympus Growth Fund IV, L.P., the Control Premium in respect of the Shares held thereby;

(vii) to the Stockholders' Representative, an aggregate amount equal to the Expense Holdback Amount; and

(viii) to the Escrow Agent, an aggregate amount equal to the Purchase Price Adjustment Holdback Amount and the Indemnity Holdback Amount.

The payments to be made by Parent pursuant to this Section 2.3 shall be made to the accounts designated in writing by the applicable payees, as memorialized in the funds flow memorandum mutually agreed to by the Parties (the "Funds Flow").

Section 2.4 Withholding. Notwithstanding any provision hereof to the contrary, Parent, the Surviving Corporation and any of the Company Subsidiaries shall be entitled to deduct and withhold any Tax from any amounts payable under this Agreement that Parent, the Surviving Corporation or such Company Subsidiary is required to deduct and withhold pursuant to any provision of Law, including amounts treated as compensation for Tax purposes; provided, however, that Parent will use Commercially Reasonable Efforts to give the Stockholders' Representative advance notice of such withholding requirement and an opportunity to take reasonable action to lawfully remove or avoid such requirement. To the extent that amounts are so withheld by Parent, the Surviving Corporation or any of the Company Subsidiaries under any provision of this Agreement, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the recipients in respect of which such deduction and withholding was made by Parent, the Surviving Corporation or the applicable Company Subsidiary.

Section 2.5 Determination of Purchase Price Adjustment.

(a) Within 90 calendar days after the Closing Date, Parent shall deliver to the Stockholders' Representative a statement (the "Closing Statement") setting forth in reasonable detail Parent's good faith calculation of the following items (each a "Closing Item"): (i) Cash (as finally determined pursuant to this Section 2.5, "Final Cash"), (ii) Working Capital (as finally determined pursuant to this Section 2.5, the "Final Working Capital"); (iii) the aggregate amount of Indebtedness of the Company and the Company Subsidiaries as of the Closing (as finally

determined pursuant to this Section 2.5, "Final Indebtedness"); (iv) the aggregate amount of Transaction Expenses (as finally determined pursuant to this Section 2.5, the "Final Transaction Expenses"); and (v) the resulting calculation of the Final Purchase Price. With respect to any Closing Item (and each line item thereof), the exchange rate of any currency other than U.S. Dollars shall be determined based on the published Wall Street Journal rate on the date the Estimated Closing Statement was delivered by the Company to Parent.

(b) From and after the Stockholders' Representative's receipt of the Closing Statement until the Closing Items are finally determined pursuant to this Section 2.5, the Stockholders' Representative, its Affiliates and their auditors, accountants and other Representatives shall be permitted reasonable access to the Surviving Corporation, its Subsidiaries and their auditors, accountants, personnel, books and records and any other documents or information reasonably requested by the Stockholders' Representative (including the information, data and work papers used by Parent and/or the Company's auditors or accountants that assisted in the preparation of the Closing Items).

(c) The Stockholders' Representative shall have 30 calendar days after its receipt of the Closing Statement (the "Review Period") within which to review Parent's calculation of the Closing Items. If the Stockholders' Representative disputes any of the Closing Items, the Stockholders' Representative shall notify Parent in writing of its objection to such Closing Item(s) within the Review Period, together with a description of the basis for and dollar amount of such disputed items (to the extent reasonably possible) (a "Dispute Notice"). The Closing Items, as set forth in the Closing Statement, shall become final, conclusive and binding on the Parties unless the Stockholders' Representative delivers to Parent a Dispute Notice within the Review Period. If the Stockholders' Representative timely delivers a Dispute Notice, any amounts on the Closing Statement not objected to by the Stockholders' Representative in the Dispute Notice (or by Parent as a result of the items disputed by the Stockholders' Representative in any such Dispute Notice) shall be final, conclusive and binding on the Parties, and Parent and the Stockholders' Representative shall, within 30 calendar days following Parent's receipt of such Dispute Notice (the "Resolution Period"), use Commercially Reasonable Efforts to attempt to resolve in writing their differences with respect to the matters set forth in the Dispute Notice (and any matters with respect to the Closing Items which Parent is disputing as a result of the matters set forth in the Dispute Notice, or any disputed matters arising out of the foregoing) and any such resolution shall be final, conclusive and binding on the Parties. If, at the conclusion of the Resolution Period, any amounts remain in dispute, then each of Parent and the Stockholders' Representative shall submit all items remaining in dispute to a nationally or regionally recognized accounting firm mutually acceptable to Parent and the Stockholders' Representative (the "Valuation Firm") for resolution by delivering within 10 calendar days after the expiration of the Resolution Period to the Valuation Firm their written position with respect to such items remaining in dispute. The fees and expenses of the Valuation Firm pursuant to this Section 2.5(c) shall be divided between Parent and the Stockholders' Representative in proportion to the proximity of their respective positions to the determination of the Valuation Firm, with such division being determined by the Valuation Firm (it being understood that the Stockholders' Representative shall be entitled to pay all such fees out of the Expense Holdback Amount). The Valuation Firm shall determine, based solely on the submissions by the Stockholders' Representative and Parent, and not by independent review, only those issues set forth in the Dispute Notice that remain in dispute and shall determine a value for any such disputed item

which is equal to or between the final values proposed by Parent and the Stockholders' Representative in their respective submissions. The Parties shall request that the Valuation Firm make a decision with respect to all disputed items within 30 calendar days after the submissions of the Parties, and in any event as promptly as practicable. The final determination with respect to all dispute items shall be set forth in a written statement by the Valuation Firm delivered to Parent and the Stockholders' Representative and shall be final, conclusive and binding on Parent and the Stockholders. Parent and the Stockholders' Representative shall promptly execute any reasonable engagement letter requested by the Valuation Firm and shall each cooperate fully with the Valuation Firm, including by providing the information, data and work papers used by each Party to prepare and/or calculate the Closing Items, making its personnel and accountants available to explain any such information, data or work papers, so as to enable the Valuation Firm to make such determination as quickly and as accurately as practicable.

(d) If the Final Purchase Price is greater than the Initial Purchase Price (such excess amount, the "Excess Amount"), then, within three Business Days after the Final Purchase Price is finally determined pursuant to this Section 2.5, Parent shall pay (without interest) to each Stockholder who has delivered a Letter of Transmittal and each Warrantholder, in each case by wire transfer of immediately available funds to such Stockholder's or Warrantholder's account set forth in the Funds Flow, the aggregate portion of the Excess Amount that such Stockholder or Warrantholder, as applicable, is entitled to in accordance with Section 2.5(g). Upon such payment of the Excess Amount by Parent, Parent and the Stockholders' Representative shall deliver joint instructions to the Escrow Agent to release to the Stockholders' and Warrantholders' accounts set forth in the Funds Flow an aggregate amount equal to the Purchase Price Adjustment Holdback Amount allocated among the Stockholders and Warrantholders in accordance with Section 2.5(g).

(e) If the Final Purchase Price is less than the Initial Purchase Price (such shortfall amount, the "Shortfall Amount"), Parent and the Stockholders' Representative shall, within three Business Days after the Final Purchase Price is finally determined pursuant to this Section 2.5, deliver joint written instructions to the Escrow Agent to release to the account designated by Parent an aggregate amount equal to the Shortfall Amount from the funds available in the Escrow Account (i.e., first from the Purchase Price Adjustment Amount and, if the Purchase Price Adjustment Amount is less than the Shortfall Amount, such deficit from the Indemnity Holdback Amount). If the Shortfall Amount is less than the Purchase Price Adjustment Holdback Amount (such difference, the "Remaining Holdback Amount"), then Parent and the Stockholders' Representative shall include in such joint written instructions that the Escrow Agent release to the Stockholders' and Warrantholders' accounts set forth in the Funds Flow an aggregate amount equal to the Remaining Holdback Amount allocated among the Stockholders and Warrantholders in accordance with Section 2.5(g).

(f) Unless the Stockholders' Representative determines otherwise, on the first anniversary of the Closing Date, the Stockholders' Representative shall pay to the Stockholders and Warrantholders an aggregate amount equal to the remaining Expense Holdback Amount allocated among the Stockholders and Warrantholders in accordance with Section 2.5(g).

(g) All amounts payable to the Stockholders and Warrantholders pursuant to this Section 2.5 shall be paid as if such amounts had been included in the Closing Merger Consideration.

(h) Any payments made pursuant to this Section 2.5 shall be deemed an adjustment to the Final Purchase Price.

Section 2.6 No Further Rights of Transfers. At and after the Effective Time, (a) each Stockholder shall cease to have any rights as an equityholder of the Company, except as otherwise required by applicable Law and except for the right of each Stockholder to deliver a duly executed and completed Letter of Transmittal in exchange for payment of the portion of the Merger Consideration such Stockholder is entitled to pursuant to this Agreement in the manner and at the times set forth herein and (b) no transfer of Shares shall be made on the transfer books of the Surviving Corporation. Immediately after the Effective Time, the stock ledger of the Company shall be closed.

Section 2.7 Post-Closing Payments; Section 262 Notices; Dissenting Shares.

(a) As soon as practicable after the date of this Agreement, the Company shall mail to any Stockholder that has not theretofore executed the Stockholder Approval, an information statement describing the transactions contemplated hereby as provided in Section 228 of the Delaware Corporation Law and request that such Stockholder execute a joinder to the Stockholder Approval adopting this Agreement and waive any appraisal rights under Section 262 of the Delaware Corporation Law. Adoption of this Agreement by the Stockholders shall not restrict the ability of the Company's board of directors to terminate or amend this Agreement to the extent not prohibited under Section 251(d) of the Delaware Corporation Law.

(b) All Stockholders that have delivered a duly-executed Letter of Transmittal on or prior to the Closing Date shall be paid at the Closing and any Stockholder that delivers a duly-executed Letter of Transmittal after the Closing Date shall be paid (without interest) as promptly as practicable upon delivery of such duly-executed Letter of Transmittal.

(c) Notwithstanding any other provision of this Agreement to the contrary, any Shares that are outstanding immediately prior to the Effective Time and which are held by Stockholders who shall not have voted in favor of the Merger or consented thereto in writing and who shall have properly demanded and are entitled to appraisal for such Shares in accordance with the DGCL shall not be converted into or represent the right to receive the applicable portion of the Merger Consideration. Such Stockholders instead shall be entitled to receive payment of the appraised value of such Shares held by them in accordance with the provisions of the DGCL, solely to the extent such Stockholders have perfected and not withdrawn and are otherwise entitled to appraisal in accordance with the DGCL. If any such Stockholder is not entitled to appraisal of such Stockholder's Shares in accordance with the DGCL or otherwise withdraws such Stockholder's demand for appraisal, such Stockholder shall be entitled to receive, without any interest thereon, the applicable portion of the Merger Consideration in the manner provided in this Article II. The Company shall provide Parent prompt written notice of any demands received by the Company for appraisal of Shares, any withdrawal of any such demand and any other demand, notice or instrument delivered to the Company prior to the Closing pursuant to the

DGCL that relates to such demand, and Parent shall have the opportunity and right to direct all negotiations and proceedings with respect to such demands. Except with the prior written consent of Parent (which consent shall not be unreasonably withheld, delayed or conditioned), the Company shall not make any payment with respect to, or settle or offer to settle, any such demands.

Section 2.8 Conditions to Closing.

(a) Conditions to the Obligations of Each Party. The respective obligations of Parent, Merger Sub and the Company to consummate the Merger are subject to the satisfaction, at or before the Closing Date, of each of the following conditions:

(i) Injunctions; Illegality. There shall not be any applicable Law in effect that makes the consummation of the Merger illegal or any final and non-appealable order in effect preventing the consummation of the Merger, and no Action shall have been commenced against Parent, Merger Sub or the Company that, if successful, would prevent the Merger;

(ii) Antitrust Laws; Similar Laws. All waiting periods, filings or approvals under the Antitrust Laws or regulations identified on Schedule 2.8(a)(ii) required to consummate the Merger under applicable Law shall have expired, been terminated, been made or been obtained; and

(iii) Stockholder Approval. The Stockholder Approval shall have been obtained.

(b) Conditions to the Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to consummate the Merger are subject to the satisfaction or waiver by Parent on or prior to the Closing Date of the following further conditions:

(i) Performance. The Company shall have performed or complied in all material respects with the covenants required by this Agreement to be performed or complied with by the Company on or prior to the Closing Date.

(ii) Representations and Warranties. The representations and warranties of the Company contained in Article III shall be true and correct (without giving effect to any limitation or qualification on any representation or warranty indicated by the words “Material Adverse Effect” or “material”) as of the Closing Date as if made at and as of such time (other than those made as of a specified date, which shall be true and correct as of such specified date), except to the extent such failure of the representations and warranties to be so true and correct, when taken as a whole, would not have a Material Adverse Effect.

(iii) No Material Adverse Effect. From the date of this Agreement, there shall not have occurred any Material Adverse Effect.

(iv) Appraisal Rights. Holders of no more than 0.5% of the Shares outstanding as of immediately prior to the Adjustment Time, in the aggregate, shall have exercised, or remain entitled to exercise, statutory appraisal rights pursuant to Section 262 of the DGCL with respect to such Shares.

(vi) Closing Deliveries. The Company shall have delivered the items required to be delivered by the Company pursuant to and in accordance with Section 2.3.

(c) Conditions to the Obligations of the Company. The obligations of the Company to consummate the Merger are subject to the satisfaction or waiver by the Company on or prior to the Closing Date of the following further conditions:

(i) Performance. Parent and Merger Sub shall have performed or complied in all material respects with all covenants required by this Agreement to be performed or complied with by Parent or Merger Sub, as the case may be, on or prior to the Closing Date.

(ii) Representations and Warranties. The representations and warranties of Parent and Merger Sub contained in Article IV shall be true and correct in all material respects at and as of the Closing Date as if made at and as of such time (other than those made at and as of a specified date, which shall be true and correct in all material respects at and as of such specified date).

(iii) Closing Deliveries. Parent and Merger Sub shall each have delivered the items required to be delivered by it pursuant to and in accordance with Section 2.3.

(d) Frustration of Closing Conditions. None of Parent, Merger Sub, or the Company may rely on the failure of any condition set forth in this Section 2.8 to be satisfied if such failure was caused by such Party's breach of this Agreement, including as a result of the failure to use its Commercially Reasonable Efforts to cause the Closing to occur as required by Section 5.1(b) and Section 5.3.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth on the Schedules delivered in connection with this Agreement the Company hereby represents and warrants to Parent and Merger Sub as follows:

Section 3.1 Due Organization, Good Standing and Corporate Power. The Company and each Company Subsidiary is duly organized, validly existing and, if applicable, in good standing (or equivalent, if applicable) under the Laws of its jurisdiction of organization and, as of the date hereof, each has all requisite power (corporate or otherwise) and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Company and each Company Subsidiary is duly qualified or licensed to do business and is in good standing (or equivalent), if applicable, in each jurisdiction where the conduct of the business of the Company or such Company Subsidiary, as the case may be, requires such license or qualification, except in such jurisdictions where the failure to be so qualified or licensed and in good standing (or equivalent), if applicable, would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.2 Authorization; Noncontravention.

(a) The Company has the requisite corporate power and authority and has taken all corporate action necessary to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Company have been duly authorized and approved in accordance with the certificate of incorporation and bylaws of the Company. No other corporate action on the part of the Company is necessary to authorize the execution, delivery and performance of this Agreement by the Company (other than the Stockholder Approval and the filing of the Certificate of Merger as required by the DGCL). The Stockholder Approval is the only vote of the holders of any class or series of the Company's capital stock required to approve and adopt this Agreement and approve and consummate the Merger. This Agreement has been duly executed and delivered by the Company and, assuming that this Agreement constitutes a valid and binding obligation of Parent and Merger Sub, constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(b) The execution and delivery of this Agreement do not, and the consummation by the Company on the Closing Date of the transactions contemplated by this Agreement will not, (i) conflict with any provisions of the Company's certificate of incorporation or bylaws, (ii) subject to the filings required under the Antitrust Laws and the consents, approvals, authorizations, declarations, filings and notices referred to in Section 3.4(a) and Section 3.4(b), conflict with or result in a breach of or default under (including a breach due to the failure to notify or obtain the prior consent or waiver of any Person) any Material Contract, result in, require or permit the creation or imposition of any Lien upon the assets of the Company or any Company Subsidiary, or result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract to which the Company or any Company Subsidiary is a party or by which the Company, any Company Subsidiary or any of their respective assets is bound or subject or (iii) subject to the filings required under the Antitrust Laws and the consents, approvals, authorizations, declarations, filings and notices referred to in Section 3.4(a) and Section 3.4(b), contravene any domestic or foreign Law or any Order currently in effect and applicable to the Company or any Company Subsidiary.

Section 3.3 Capitalization. As of the date hereof, there are 171,754.745 Shares outstanding. The Company and each Company Subsidiary has the capitalization set forth on Schedule 3.3. All issued and outstanding shares of capital stock, membership interests or other equity interests of the Company and each Company Subsidiary, as applicable, have been duly authorized and validly issued and are fully paid and nonassessable, and were not issued in violation of any preemptive rights. Except as set forth on Schedule 3.3 and under the Stockholders Agreement, neither the Company nor any Company Subsidiary is a party to any outstanding option, warrant, call, put, right of first refusal or subscription agreement which obligates it to issue, sell or transfer, or repurchase or redeem any shares of the capital stock,

membership interests or other equity interest in the Company or any Company Subsidiary. Neither the Company nor any Company Subsidiary directly or indirectly owns, controls or has any ownership interest in any Person other than the Company Subsidiaries.

Section 3.4 Consents and Approvals. Assuming any filings required under the Antitrust Laws are made and any waiting periods thereunder have been terminated or expired, no consent of or filing with any Governmental Entity, which has not been received or made, is required with respect to the Company in connection with the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated by this Agreement, except for i) the filing of the Certificate of Merger, and ii) the consents or filings set forth on Schedule 3.4.

Section 3.5 Financial Statements; No Undisclosed Liabilities.

(a) Attached to Schedule 3.5(a) are the following financial statements (collectively, the "Financial Statements"): (i) the audited consolidated balance sheet of the Company and the Company Subsidiaries and the related audited consolidated statements of income and consolidated statements of cash flows for the fiscal year ended December 31, 2014, and (ii) the unaudited consolidated balance sheet of the Company and the Company Subsidiaries (the "Balance Sheet") as of June 30, 2015 (the "Balance Sheet Date") and the related unaudited consolidated statements of income and consolidated statements of cash flows for the six months ended on the Balance Sheet Date. Except as set forth on Schedule 3.5(a) or as otherwise noted therein and subject to the absence of footnotes and year-end adjustments with respect to any unaudited Financial Statements, the Financial Statements present fairly, in all material respects, the financial condition of the Company and the Company Subsidiaries as of the respective dates thereof and/or the operating results of the Company and the Company Subsidiaries for the periods covered thereby, in each case, in conformity with GAAP in all material respects.

(b) The Company and the Company Subsidiaries do not have any liabilities, of any nature whatsoever, asserted or unasserted, absolute or contingent, accrued or unaccrued or matured or unmatured, except (i) for liabilities disclosed in notes to the Financial Statements and liabilities reflected on the Balance Sheet, including reserves for liabilities and any contingent obligations, (ii) for liabilities incurred in the ordinary course of business since the Balance Sheet Date or which are included as current liabilities in Working Capital, (iii) for obligations under contracts to which the Company or such Company Subsidiary is a party, (iv) as set forth on the Schedules; and (v) as would not cause a Material Adverse Effect.

(c) Since January 9, 2007, there has not been any fraud, whether or not material, that involves management or employees of the Company or the Company Subsidiaries who have a significant role over the financial reporting of the Company or the Company Subsidiaries. Neither the Company, the Company Subsidiaries, nor to the Knowledge of the Company, any banking, financial or other outside advisors or independent accountants of the Company or the Company Subsidiaries have received any written complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods of the Company or the Company Subsidiaries or their internal controls, including any complaint, allegation, assertion or claim that the Company or any Company Subsidiary has engaged in improper or fraudulent accounting or auditing practices.

Section 3.6 Absence of Certain Changes. Except as set forth on Schedule 3.6, or in connection with the transactions contemplated hereby, during the period from the Balance Sheet Date to the date hereof, (a) there has not been a Material Adverse Effect and (b) other than in the ordinary course of business, neither the Company nor any Company Subsidiary has:

(i) sold, leased, assigned, transferred or otherwise disposed of any tangible material assets or properties (other than the sale of inventory in the ordinary course of business and the sale or disposal of obsolete equipment);

(ii) made or granted any material bonus or any material salary increase to any director or senior executive of the Company or the Company Subsidiaries;

(iii) except as required by applicable Law, amended in any material respect, terminated or adopted any Employee Benefit Plan;

(iv) made any change in any method of accounting or accounting policies;

(v) made or changed any election relating to Taxes;

(vi) amended or terminated (prior to its expiration) any Material Contract (other than extension or renewal of any Lease in the ordinary course of business);

(vii) instituted or settled any Action;

(viii) amended its charter, by-laws or other organizational documents;

(ix) except for the Merger, adopted any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy with respect to the Company or the Company Subsidiaries under any provisions of federal or state bankruptcy Law or consented to the filing of any bankruptcy petition against it under any similar Law;

(x) to the Knowledge of the Company, suffered any damage, destruction or other casualty loss in excess of $500,000 of tangible property owned by the Company or the Company Subsidiaries or used in the operation of their business, whether or not covered by insurance;

(xi) other than in the ordinary course of business, increased the wages, salaries, compensation, pension, other retirement, severance or termination benefits, fringe benefits or perquisites for any employee, officer or director of the Company or the Company Subsidiaries;

(xii) waived any material benefits of, or agreed to modify in any material respect, any confidentiality, standstill, non-competition, non-solicitation or similar agreement to which the Company or any Company Subsidiary is a party; or

(xiii) become bound to do any of the foregoing.

Section 3.7 Compliance with Laws. Except as set forth on Schedule 3.7, the operations of the Company and the Company Subsidiaries are, and for the immediately prior three years, have been in compliance in all material respects with all applicable Laws and, as of the date hereof, no written notices have been received by the Company or any Company Subsidiary at any time during the immediately prior three years from any Governmental Entity alleging a violation of any such Laws; provided that this Section 3.7 does not address (and no representations or warranties are being made in respect of compliance with) (x) Environmental Laws, (y) Laws in respect of Taxes or (z) Laws in respect of Employee Benefit Plans or Non-U.S. Employee Benefit Plans, which are exclusively addressed by Section 3.16, Section 3.12 and Section 3.10, respectively.

Section 3.8 Permits. Each of the Company and the Company Subsidiaries holds all material Permits required for the ownership and use of its assets and properties and the conduct of its business (including for the occupation and use of the Leased Real Property) as currently conducted and is in compliance with all material terms and conditions of such Permits. All of the Permits are in full force and effect and are set forth on Schedule 3.8.

Section 3.9 Litigation. Except as set forth on Schedule 3.9, as of the date hereof, there are no Actions pending or, to the Knowledge of the Company, threatened, against or by the Company or any Company Subsidiary. Neither the Company nor any Company Subsidiary is subject to or bound by any outstanding Orders.

Section 3.10 Employee Benefit Plans.

(a) Schedule 3.10(a) hereto sets forth a true and complete list of each "employee benefit plan" as defined by Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and each other bonus, incentive compensation, deferred compensation, profit sharing, savings, severance, supplemental unemployment, layoff, salary continuation, retirement, pension, health, life insurance, dental, disability, accident, group welfare benefit insurance, vacation, holiday, sick leave, material fringe benefit or welfare plan, and any other material employee compensation or benefit plan, agreement, policy, contract, or program (whether qualified or nonqualified), which is sponsored, maintained or contributed to by the Company or any Company Subsidiary, or with respect to which the Company or any Company Subsidiary has any liability (each, but not including any compensation or benefit plan, program or arrangement that is maintained or contributed to by the Company or any Company Subsidiary or with respect to which the Company or any Company Subsidiary has any liability, contingent or otherwise, for the benefit of employees or individual workers located primarily outside of the United States (a "Non-U.S. Employee Benefit Plan") or any benefit or compensation plan program or arrangement sponsored, maintained or administered by a Governmental Entity or required to be maintained or contributed to by Law (an "Employee Benefit Plan" and collectively, the "Employee Benefit Plans"). Schedule 3.10(a)(ii) hereto also sets forth a true and complete list of each material Non-U.S. Employee Benefit Plan, other than any benefit or compensation plan program or arrangement sponsored, maintained or administered by a Governmental Entity or required to be maintained or contributed to by Law.

(b) The Company has made available to Parent true and complete copies of, to the extent applicable, (i) the current plan documents for all Employee Benefit Plans and any current related trust agreements, annuity contracts, or other material funding instruments, and all other material contracts and agreements, including third party administration agreements, business associate agreements and service agreements, maintained in connection with the operation of the Employee Benefit Plans, (ii) the latest determination, opinion or advisory letter, if any, issued by the Internal Revenue Service (the "IRS") with respect to any Employee Benefit Plan intended to be qualified or exempt under Section 401 or 501 of the Code, as applicable, (iii) the Forms 5500 and certified financial statements for the most recently completed three fiscal years for each Employee Benefit Plan required to file such form, and (iv) the most recent summary plan description for each Employee Benefit Plan for which a summary plan description is required, if any, including any summaries of material modifications thereto, and the most recent summary prepared for each other Employee Benefit Plan and Non-U.S. Employee Benefit Plan, if any, distributed to participants and beneficiaries.

(c) Each Employee Benefit Plan and Non-U.S. Employee Benefit Plan has been maintained, operated, and administered in accordance with its terms, and in compliance with all applicable Laws, including ERISA and the Code. Within the last three years, neither the Company nor any Company Subsidiary has participated in any voluntary compliance or self-correction programs established by the IRS or the Department of Labor with respect to any Employee Benefit Plan for which full correction has not been effectuated, or entered into a closing agreement with the IRS with respect to the form or operation of any Employee Benefit Plan for which all liabilities and obligations to such Employee Benefit Plan and any corresponding participants and beneficiaries have not been satisfied.

(d) Neither the Company nor any Company Subsidiary, has within the last six years had an obligation to contribute to, or any liability, including any contingent liability, with respect to, a "defined benefit plan," as defined in Section 3(35) of ERISA, a pension plan subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code, or a "multiemployer plan," as defined in Section 3(37) of ERISA.

(e) Except as set forth on Section 3.10(e), with respect to each Employee Benefit Plan that provides welfare benefits of the type described in Section 3(1) of ERISA, no such plan provides, and neither the Company nor any Company Subsidiary has any obligation to provide, medical or death benefits with respect to current or former employees of the Company or a Company Subsidiary (or their spouses or beneficiaries) beyond their termination of employment, other than coverage mandated by Sections 601-608 of ERISA and Section 4980B of the Code or applicable state Law. No material Tax or other material liability has been incurred as a result of the application of the Patient Protection and Affordable Care Act (the "ACA") to any Employee Benefit Plan subject to the provisions of the ACA and appropriate records have been established and maintained in all material respects by the Company and each Company Subsidiary to determine, measure and track each such entity's full-time employees for purposes of the ACA.

(f) Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a "Qualified Plan") is so qualified both as to form and operation and all necessary approvals, including a favorable determination, opinion, or advisory letter as to the

qualification under the Code of each such Qualified Plan have been timely obtained and upon which the Company and each Company Subsidiary participating in such Employee Benefit Plan may rely as of the Closing Date and, to the Knowledge of the Company, no event has occurred or condition exists that could reasonably be expected to adversely affect the qualified status of any such Qualified Plan.

(g) Except as set forth on Schedule 3.10(g) there have been no non-exempt prohibited transactions or breaches of any of the duties imposed on "fiduciaries" (within the meaning of Section 3(21) of ERISA) under ERISA with respect to any Employee Benefit Plan for which the Company or any Company Subsidiary would have any material liability or obligation (except as has already been satisfied).

(h) There are no pending, or to the Knowledge of the Company, threatened Actions (other than routine claims for benefits in the ordinary course) asserted or instituted against any Employee Benefit Plan or any Non-U.S. Employee Benefit Plan or such Employee Benefit Plan's related trust or against any fiduciary of an Employee Benefit Plan with respect to the operation of such Employee Benefit Plan that would result in material liability to the Company or a Company Subsidiary. To the Knowledge of the Company, there are no investigations or audits of any Employee Benefit Plan or Non-U.S. Employee Benefit Plan by any Governmental Entity currently pending, and there have been no such investigations or audits that have been concluded that resulted in any liability to the Company or any Company Subsidiary which has not been fully discharged.

(i) Except as set forth on Schedule 3.10(i) no termination, retention, severance, or similar benefit will become payable, and no employee of the Company or any Company Subsidiary will be entitled to any bonus or additional benefits or any acceleration of the time of payment or vesting of any benefits under any Employee Benefit Plan, Non-U.S. Employee Benefit Plan or other contract, as a result of the transactions contemplated by this Agreement (whether or not the employee's prior, concurrent or future termination would constitute a separate trigger for such benefit).

(j) All material contributions and other payments that are due and owing to each Employee Benefit Plan and each Non-U.S. Employee Benefit Plan on or before the Closing Date in accordance with the terms of such plan, ERISA, the Code or other applicable Law have been timely made or properly accrued. The Company and the Company Subsidiaries have timely made all material contributions required to be made by them to any benefit or compensation plan program or arrangement sponsored, maintained or administered by a Governmental Entity or required to be maintained or contributed to by Law on behalf of non-U.S. workers.

(k) Each Employee Benefit Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has at all times been operated and maintained in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder. No payment to be made under any Employee Benefit Plan is or has been subject to the penalties of Section 409A(a)(1) of the Code. Schedule 3.10(k) identifies each Employee Benefit Plan that is a nonqualified deferred compensation plan subject to Section 409A of the Code.

(l) No Employee Benefit Plan has at any time held any employer securities.

(m) The representations and warranties set forth in this Section 3.10 are the sole and exclusive representations and warranties in respect of employee benefit matters and the Employee Benefit Plans and Non-U.S. Employee Benefit Plan.

Section 3.11 Labor and Employment Matters.

(a) Except as set forth in Schedule 3.11(a), neither the Company nor any Company Subsidiary is a party to any collective bargaining agreement relating to employees thereof. There are no strikes, work stoppages, slowdowns or other material labor disputes pending or, to the Knowledge of the Company, threatened against the Company or any Company Subsidiary. To the Knowledge of the Company, there are no ongoing or threatened union organizing activities with respect to employees of the Company or any Company Subsidiary. There have been no union petitions or other union election activities by, for or on behalf of any of the employees of the Company or any Company Subsidiary within the three years prior to the execution of this Agreement.

(b) The Company has made available to Parent a true and accurate list of the name, job title, date of hire and current base salary or hourly rate of each employee currently employed by the Company or any Company Subsidiary. Neither the Company nor any Company Subsidiary will, on the Closing Date, have any material liability for failure to pay wages, accrued but unused vacation or sick pay, severance pay or benefits, salaries, bonuses or any other compensation, current or deferred, under any collective bargaining or employment contracts, whether oral or written, based upon or accruing with respect to services performed prior to the Closing Date except for any payment due for the current payment or contribution period. The Company and each Company Subsidiary is in compliance in all material respects with all wage and hour laws, including the Fair Labor Standards Act. Neither the Company nor any Company Subsidiary has any material liability resulting from the misclassification of any individual service provider as an independent contractor or in any other non-employee capacity within the last three years, including any leased employee or temporary employee.

(c) Except as set forth on Schedule 3.9, there are no charges filed with the Equal Employment Opportunity Commission or any state agency, commission or authority in which the Company or any Company Subsidiary is alleged to have discriminated, harassed and/or retaliated against any employee or former employee of the Company or any Company Subsidiary. Except as set forth on Schedule 3.11(c), as to each matter listed on Schedule 3.9 for which coverage may be available under the Company's employment practices liability ("EPL") insurance policy, the Company has notified its EPL insurance carrier and has made available to Parent true and correct copies of all communications with the EPL carriers regarding each such matter. Except as set forth in Schedule 3.9, there have been no OSHA charges, complaints or investigations against the Company or any Company Subsidiary within the three years prior to the date of the Agreement. All such investigations and/or charges have been satisfactorily resolved and all fines, penalties and other amounts due any Governmental Entity paid, or the status of such charge or investigation is described on Schedule 3.11(c).

(d) The Company has made available to Parent a true and accurate list of the name, age, gender, national origin and/or other protected characteristic of any U.S.-based employees terminated by the Company or any Company Subsidiary during the one-year period prior to the date of this Agreement.

(e) The Company has made available to Parent a true and accurate list of the name, job title or description, date of hire and current compensation of each employee who is on leave (other than vacation, sick leave, or similar types of leave taken in the ordinary course of business) as of the date of this Agreement and as of the Closing Date, including a description of the reason or basis for such leave and whether or not such employee is receiving benefits under any workers' compensation and/or disability insurance policies or plans maintained by the Company or any Company Subsidiary.

(f) Neither the Company nor any Company Subsidiary has within the last two years (i) employed a foreign national on nonimmigrant employment based status, including but not limited to H-1B, E-3, L-1, F-1, or J-1 visa or status holders; (ii) sought the certification of Labor Certificate before the Department of Labor or sponsored any foreign national for employment based lawful permanent resident status; or (iii) otherwise employed any workers holding temporary authorization to work in the United States. The Company and all Company Subsidiaries are in compliance with employment eligibility verification requirements in all material respects. For each employee of the Company or any Company Subsidiary hired after November 6, 1986, a United States Citizenship and Immigration Service Form I-9 was in all material respects properly and timely completed and has been retained in compliance with applicable Law.

(g) Within the past three (3) years, neither the Company, or any Company Subsidiary have implemented any plant closing or layoff of employees that would require a notification under the WARN Act.

(h) Schedule 3.11(h) identifies each employee of the Company or any Company Subsidiary who has a written employment agreement with the Company which (i) provides for a specific term of employment, alters the "at-will" nature of the employee's relationship, or requires any specific notice or other action prior to terminating such employee; (ii) includes any provision for payment of compensation or any other benefit in the event such employee's employment is terminated; (iii) provides any compensation, consideration or grants any rights to the employee in the event of a change in control of the Company or any Company Subsidiary; or (iv) which grants any employee the right to acquire stock, options, or any other equity interest in or to the Company or any Company Subsidiary.

Section 3.12 Tax Matters. Except as set forth on Schedule 3.12:

(a) Each of the Company and the Company Subsidiaries has filed or caused to be filed or will file or caused to be filed all Tax Returns that are required to be filed by, or with respect to, it prior to Closing (taking into account any applicable extension of time within which to file). All such Tax Returns were correct and complete in all material respects. The Company has made available to the Parent true, correct and complete copies of the income Tax Returns and all other material Tax Returns relating to the Company and each Company Subsidiary for each of the Tax years ending December 31, 2011, 2012, 2013 and (when filed prior to Closing) 2014.

(b) All Taxes of the Company and the Company Subsidiaries that are due and payable have been paid. The unpaid Taxes of the Company and the Company Subsidiaries (i) did not, as of the Balance Sheet Date, exceed the reserve for actual Taxes (as opposed to any reserve for deferred Taxes established to reflect timing differences between book and Tax income) as shown on the face of the Balance Sheet (rather than in any notes thereto) delivered pursuant to Section 3.5, and (ii) will not exceed such reserve as adjusted for the passage of time through the Closing Date in accordance with the reasonable past custom and practice of the Company and the Company Subsidiaries in filing Tax Returns. Since the Balance Sheet Date, neither the Company nor any of the Company Subsidiaries has incurred any liability for Taxes arising from extraordinary gains or losses, as that term is used in GAAP, outside the ordinary course of business.

(c) There are no ongoing, pending or, to the Knowledge of the Company, threatened, in writing, Tax Contest. No deficiency or proposed adjustment, claim (that has not been paid or resolved) for any amount of Tax has been asserted, in writing, or assessed by any Taxing Authority against the Company or any Company Subsidiary, in each case, that has not been paid or resolved.

(d) Neither the Company nor any Company Subsidiary (i) has entered into a written agreement or waiver extending any statute of limitations relating to the assessment, payment or collection of Taxes of the Company or the Company Subsidiaries, in each case, that has not expired, (ii) is presently contesting any Tax applicable to it before or against any Taxing Authority, or (iii) requested an extension of time to file any Tax Return not yet filed.

(e) All Taxes that each of the Company and the Company Subsidiaries is (or was) required by law to withhold or collect in connection with amounts paid or owing to any third party (including employees) have been duly withheld or collected and have been paid over to the proper Taxing Authority to the extent due and payable, and the Company and each of the Company Subsidiaries have otherwise complied with applicable law with respect to Tax withholding and deposit requirements.

(f) Neither the Company nor any Company Subsidiary (i) has any liability for the Taxes of any Person (other than the Company or the Company Subsidiaries and other than amounts that are not material) under Treasury Regulation Section 1.1502-6 (or any similar provision of Law), as a transferee or successor, by contract or otherwise, or (ii) is or has been a party to a transaction that is or is substantially similar to a “reportable transaction,” within the meaning of Treasury Regulations Section 1.6011-4(b) (and all predecessor Treasury Regulations).

(g) Neither the Company nor any Company Subsidiary will be required to include any item of income in, or exclude any item of deduction or loss from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) adjustment under Section 481(a) of the Code (or any corresponding or similar provision of state, local or foreign Tax Law) by reason of a change in method of accounting executed on or prior to

the Closing Date for a taxable period ending on or prior to the Closing Date; (ii) "closing agreement" as described in Section 7121 of the Code executed prior to the Closing Date; (iii) installment sale or open transaction disposition made prior to the Closing Date; (iv) cash method of accounting or long-term contract method of accounting utilized prior to the Closing Date; (v) prepaid amount or any other income eligible for deferral under the Code or Treasury Regulations promulgated thereunder received on or prior to the Closing Date; or (vi) election under Section 108(i) of the Code made on or prior to the Closing Date.

(h) In the immediately prior three years, neither the Company nor any Company Subsidiary has received a formal or informal written claim from a Taxing Authority in a jurisdiction it does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(i) There are no Liens for Taxes (other than Permitted Liens and Liens for current Taxes not yet due and payable) upon the assets of either the Company or any Company Subsidiary.

(j) Neither the Company nor any Company Subsidiary is a party to or bound by any Tax sharing, allocation, indemnity or similar agreement (other than any agreement entered into in the ordinary course of business the primary focus of which is not Taxes), and no power of attorney granted by the Company or any Company Subsidiaries with respect to any Taxes is currently in force.

(k) Neither the Company nor any Company Subsidiary has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code (i) in the two years prior to the date of this Agreement or (ii) in a distribution which could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the transactions contemplated by this Agreement. Neither the Company nor any Company Subsidiary has made an election under Section 336(e) of the Code.

(l) Neither the Company nor any Company Subsidiary has made any payment, is obligated to make any payment or is a party to any agreement or arrangement that could obligate it to make any payment that may be treated as an "excess parachute payment" under Section 280G of the Code (without regard to Sections 280G(b)(4) and 280G(b)(5) of the Code) or that could result in excise Tax to the recipient of such payment under Section 4999 of the Code. The parties acknowledge that this Section 3.12(l) shall not apply to any arrangements entered into at the direction of Parent or between Parent and its Affiliates, on the one hand, and any individual on the other hand ("Parent Arrangements") so that, for the avoidance of doubt, compliance with this Section 3.12(l) shall be determined as if such Parent Arrangements had not been entered into.

(m) The Company and each Company Subsidiary has disclosed on its Tax Returns any Tax reporting position taken in any Tax Return that could result in the imposition of penalties under Section 6662 of the Code or similar provision of Law.

(n) The Company is not nor has it been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code, and Parent is not required to withhold Tax upon the acquisition of Shares resulting from the Merger by reason of Section 1445 of the Code.

(o) There are no adjustments under Section 482 of the Code (or any similar adjustments under any provision of the Code or any similar foreign, state or local tax laws) that are required to be taken into account by the Company or any Company Subsidiary in any period ending after the Closing Date and neither the Company nor any Company Subsidiary is a party to any transfer pricing, advanced pricing or similar agreements with any Person or Governmental Entity. Neither the Company nor any Company Subsidiary is a party to any cost-sharing agreement or similar arrangement. The Company and each Company Subsidiary has maintained all necessary documentation required in accordance with Sections 482 and 6662 of the Code and the Treasury Regulations promulgated thereunder, and any similar provision of foreign, state or local law.

(p) Neither the Company nor any Company Subsidiary has (i) immediately prior to the Closing Date, an excess loss account (as defined in Treasury Regulations Section 1502-19) or any items of income, gain, deduction, and loss from intercompany transactions (described in Treasury Regulation Section 1.1502-13), or (ii) entered into a gain recognition agreement as contemplated in the Treasury Regulations promulgated under Section 367 of the Code.

(q) Neither the Company nor any Company Subsidiary has in any country other than the country in which it is organized (i) been subject to any type of taxation, (ii) had any employees domiciled in such country, (iii) had any assets located in such country, or (iv) except as set forth in Schedule 3.12(q), had a permanent establishment (within the meaning of an applicable Tax treaty), an office or a fixed place of business.

(r) Neither the Company nor any Company Subsidiary has been a member of any affiliated, consolidated, combined, unitary or similar group, other than a group of which the Company or Company Subsidiary is the common parent.

(s) There is no material property or obligation of the Company or any of the Company Subsidiaries, including uncashed checks to vendors, customers, or employees, non-refunded overpayments, or unclaimed subscription balances, which is escheatable or reportable as unclaimed property to any state or municipality under any applicable escheatment or unclaimed property laws. All of the property of the Company and each of the Company Subsidiaries that is subject to property Tax have been properly listed and described on the property tax rolls of the appropriate taxing jurisdiction for all periods prior to Closing and no portion of the property of the Company or any of its Subsidiaries constitutes omitted property for property tax purposes.

(t) As of the beginning of the Closing Date, the Company (as the common parent), WII Components, Inc., Woodcraft International, Inc., Woodcraft Industries, Inc., Brentwood Acquisition Corp. and Primewood, Inc. will be members of an affiliated group of corporations within the meaning of Section 1504(a)(1) and will be eligible to file a consolidated United States federal income Tax Return for the taxable period that includes the Closing Date.

(u) The representations and warranties in this Section 3.12 are the sole and exclusive representations and warranties with respect to Taxes in respect of the Company and Company Subsidiaries.

Section 3.13 Proprietary Rights.

(a) The Company and the Company Subsidiaries own, or have a right to use pursuant to a written license agreement, all of the material Proprietary Rights used in the conduct of the business of the Company and the Company Subsidiaries as currently conducted (the "Company Proprietary Rights"), free and clear of all Liens (other than Permitted Liens).

(b) Schedule 3.13(b) sets forth a complete list of the following Proprietary Rights, including all such foreign and domestic rights, that are owned by the Company or any of the Company Subsidiaries: (i) issued patents and pending patent applications; (ii) registrations and applications for registration of any copyrights; (iii) registrations and applications for registration of any Trademarks; and (iv) Internet domain names. Except as set forth on Schedule 3.13(b), all Company Proprietary Rights owned by the Company or the Company Subsidiaries that have been issued by, or registered or the subject of an application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar office or agency anywhere in the world, have been duly maintained (including the payment of maintenance fees) and none have been abandoned (except for Company Proprietary Property that the Company, in its reasonable business judgment, has decided to abandon), placed into reissue, or become the subject of an interference or challenge to title. To the Knowledge of the Company, the Company Proprietary Rights identified on Schedule 3.13(b) are held and/or recorded in the name of the Company or a Company Subsidiary. The Company and the Company Subsidiaries have taken commercially reasonable steps to protect and maintain the Company Proprietary Rights (except for Company Proprietary Rights which the Company has decided in its reasonable business judgment not to protect or maintain).

(c) Except as set forth on Schedule 3.13(c), in the immediately prior three years (i) no written claim contesting the validity, enforceability, registerability, patentability, use or ownership of any Company Proprietary Rights is pending or has been received by the Company or any Company Subsidiary and, to the Knowledge of the Company, none has been threatened; (ii) to the Knowledge of the Company, neither the Company nor any Company Subsidiary has infringed or misappropriated any Proprietary Rights of any third party; (iii) no customer of the Company or Company Subsidiary has requested in writing to be indemnified by, or entered into a written indemnity agreement with, the Company or Company Subsidiaries regarding claims or potential claims of infringement of a third party's Proprietary Rights by such customer's use of products or services provided by Company or Company Subsidiaries, and (iv) neither the Company nor any Company Subsidiary has in the immediately prior three years received any written notice of any infringement or misappropriation of any Proprietary Rights of any third party. To the Knowledge of the Company, no third party is infringing or misappropriating the Company Proprietary Rights.

Section 3.14 Brokerage. Except as set forth on Schedule 3.13(a), there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the consummation of the transactions contemplated by this Agreement for which the Company or any Company Subsidiary would be liable based on an agreement entered into by the Company or a Company Subsidiary.

Section 3.15 Material Contracts.

(a) Except as set forth on Schedule 3.15(a), neither the Company nor any Company Subsidiary is a party to, or bound by, any of the following contracts to the extent that it is executory or the Company or any Company Subsidiary could have any continuing liability:

(i) collective bargaining agreement,

(ii) employment contract providing for (A) an annual salary in excess of $150,000, (B) severance payments in excess of $150,000 in the aggregate or (C) that cannot be terminated by the Company or Company Subsidiary at will;

(iii) contract relating to Indebtedness;

(iv) license or royalty contract with respect to any Proprietary Rights to which the Company or any Company Subsidiary is a party as licensee or licensor (other than contracts relating to unmodified, commercially available off-the-shelf software, or licenses granted to customers in the ordinary course of business);

(v) joint venture, partnership or similar arrangement;

(vi) contract which contains a provision expressly prohibiting or restricting the Company and the Company Subsidiaries from competing in any jurisdiction in any material respect;

(vii) contract (excluding any purchase orders) with any customer of the Company or a Company Subsidiary that resulted in revenue in excess of $1,000,000 for fiscal year 2014;

(viii) contract the performance of which involved payments in excess of $1,000,000 during fiscal year 2014 that cannot be terminated upon notice of 90 days or less without penalty;

(ix) contract involving the settlement of any Action or threatened Action;

(x) contract that was not entered into in the ordinary course of business that involves expenditures or receipts in excess of $250,000;

(xi) contract that contains a "most-favored nation" pricing clause;

(xii) contract that contains a variable or index pricing clause;

(xiii) contract with any Stockholder or any Stockholder's Affiliates, other than any employment, severance or similar compensation arrangement entered into in connection with such Stockholder's employment with the Company or the Company Subsidiaries not otherwise required to be listed under Section 3.15(a)(ii);

(xiv) contract with respect to environmental remediation at any facility or property now or formerly owned, leased or operated by the Company or any Company Subsidiary;

(xv) agreement to purchase any minimum quantities of any product or service; or

(xvi) contract relating to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise) since January 1, 2012.

(b) Except as disclosed on Schedule 3.15(b), each contract listed on Schedule 3.15(a) (each, a "Material Contract") is binding on the Company or the applicable Company Subsidiary, as the case may be, and, to the Knowledge of the Company, each other party thereto, except to the extent enforceability may be subject to or limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by general equitable principles; provided that for the avoidance of doubt, "Material Contracts" shall not include any contract that will be fully performed or satisfied as of or prior to Closing with no continuing or surviving indemnity or other obligations to the Company or any Company Subsidiary.

Section 3.16 Environmental Matters. Except as set forth on Schedule 3.16, (a) the Company and the Company Subsidiaries are, and for the past five years have been, in material compliance with all applicable Environmental Laws; (b) the Company and the Company Subsidiaries have obtained, and for the past five years have held, all material Permits, registrations, licenses, approvals and consents required by applicable Environmental Laws for the conduct of their business as currently conducted ("Authorizations"); all such Authorizations are in full force and effect, and the Company and the Company Subsidiaries are, and for the past five years have been, in material compliance with all such Authorizations; (c) neither the Company nor the Company Subsidiaries have received during the past five years any written notice of a material violation of, or material liability arising under, applicable Environmental Laws; (d) there are no Actions pending or, to the Knowledge of the Company, threatened, against the Company or any of the Company Subsidiaries (i) pursuant to applicable Environmental Laws or (ii) arising out of, based on, or in connection with any Release of a Hazardous Material under or from any property currently or formerly owned, leased or operated by the Company or any Company Subsidiary occurring on or prior to the Closing Date; (e) neither the Company nor any of the Company Subsidiaries has Released any Hazardous Material on, at, under or from any property currently or formerly owned, leased or operated by the Company or Company Subsidiary in such manner that would reasonably be expected to result in a material liability of the Company or any Company Subsidiary under applicable Environmental

Laws and that: (i) has not been Remediated by the Company or any Company Subsidiary as required by applicable Environmental Law; or (ii) currently imposes any Release-reporting obligation under any applicable Environmental Law on the Company or any Company Subsidiary that such party has not complied with; (f) there have been no Releases of Hazardous Materials by the Company or any Company Subsidiary or, to the Company's Knowledge, by any other Person, on any property currently owned, leased or operated by the Company or any Company Subsidiary, that require reporting or Remediation under applicable Environmental Laws and that have not been reported or Remediated as required by applicable Environmental Laws, except for such Releases that would not reasonably be expected to result in a material liability of the Company or any Company Subsidiary; (g) neither the Company nor any of the Company Subsidiaries is currently subject to any Order of any Governmental Entity with respect to any violation of, or liability arising under, Environmental Laws; and (h) to the Knowledge of the Company, neither the Company nor any of the Company Subsidiaries has transported or arranged for the transportation of any Hazardous Materials to any location which is listed on the National Priorities List under CERCLA or which is the subject of federal, state or local enforcement actions, in each case with respect to this Section 3.16(h) that would reasonably be expected to result in claims under applicable Environmental Law for clean-up costs, remedial work, damages to natural resources, property damages or personal injury claims, including, but not limited to, claims under CERCLA and that would reasonably be expected to result in a material liability of the Company or any Company Subsidiary. The representations and warranties set forth in this Section 3.16 are the sole and exclusive representations and warranties of the Company and the Company Subsidiaries with respect to environmental, health or safety matters, including with respect to Environmental Laws, Authorizations, Remediation, Releases and Hazardous Materials.

Section 3.17 Real Property.

(a) Schedule 3.17(a) sets forth the address as of the date hereof of each Owned Real Property. With respect to each Owned Real Property: (i) either the Company or the applicable Company Subsidiary (as the case may be) has good and marketable fee simple title to such Owned Real Property, free and clear of all Liens other than Permitted Liens; (ii) there are no contracts or other obligations outstanding for the sale, exchange or transfer of the Owned Real Property or any portion thereof; (iii) except as set forth in Schedule 3.17(a), neither the Company nor any Company Subsidiary has leased or granted to any Person the right to use or occupy such Owned Real Property; (iv) except as set forth in Schedule 3.17(a), there are no Persons (other than the Company and the Company Subsidiary) in possession of any of the Owned Real Property; (v) other than the rights expressly set forth in this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property; (vi) no condemnation proceeding is pending or, to the Knowledge of the Company, threatened with respect to any portion of the Owned Real Property; and (vii) there is no litigation for which the Company or the applicable Company Subsidiary has been served that is pending against any portion of the Owned Real Property or, to the Knowledge of the Company, has been threatened in writing. Neither the Company nor any Company Subsidiary is a party to any agreement or option to purchase any real property or interest therein relating to the business conducted thereon.

(b) Schedule 3.17(b) sets forth the address as of the date hereof of each Leased Real Property and a complete list of all leases for such Leased Real Property (the "Leases"). Except as set forth on Schedule 3.17(b), with respect to each of the Leases: (i) the Company or Company Subsidiary party thereto, as the case may be, has not subleased, licensed or otherwise granted any right to use or occupy the Leased Real Property or any portion thereof; (ii) there are no contracts or other obligations outstanding for the sublease, license or any other right to use or occupy the Leased Real Property or any portion thereof; (ii) such Lease is binding, enforceable and in full force and effect, subject to proper authorization and execution of such Lease by the other party thereto and except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles; (iii) the Company's or Company Subsidiary's, as the case may be, possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed; (iv) neither the Company nor Company Subsidiary party thereto, nor, to the Knowledge of the Company, any other party to such Lease is in breach or default under such Lease, (v) there are no Persons (other than the Company and the Company Subsidiary) in possession of any of the Leased Real Property, (vi) no condemnation proceeding is pending or, to the Knowledge of the Company, threatened with respect to any portion of the Leased Real Property, and (vii) there is no litigation for which the Company or the applicable Company Subsidiary has been served that is pending against any portion of the Leased Real Property or, to the Knowledge of the Company, has been filed or threatened in writing.

(c) Except as set forth on Schedule 3.17(c), the Owned Real Property and Leased Real Property (collectively, the "Real Property") comprise all of the real property used or intended to be used in, or otherwise related to, the business of the Company and the Company Subsidiaries.

Section 3.18 Insurance. The Company and the Company Subsidiaries have in place policies of insurance in amounts and scope of coverage (including policy limits, premiums and deductibles) as set forth Schedule 3.18 and such policies are in full force and effect with all premiums currently paid in accordance with the terms of such policies. In the immediately prior three years, neither the Company nor any Company Subsidiary has received any written notice that any such policy will be cancelled or will not be renewed. The Company has made available to Parent true and complete copies of each of the Company's and the Company Subsidiaries' insurance policies.

Section 3.19 Title to Assets. The Company and the Company Subsidiaries (as applicable) have good and valid title to, or a valid leasehold interest in, all personal property and other assets reflected in the Balance Sheet, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets are free and clear of Liens except for Permitted Liens and Liens set forth on Schedule 3.19.

Section 3.20 Condition of Assets. The Company and the Company Subsidiaries' tangible assets and properties, including buildings, machinery and equipment, are in good operating condition and repair, ordinary wear and tear excepted, are suitable for the purposes for which they are used, conform in all material respects with all applicable Laws and are subject to no known material defects therein.

Section 3.21 Customers and Suppliers. Schedule 3.21 contains a true and complete list of the 10 largest customers ("Material Customers") and 10 largest suppliers ("Material Suppliers") of the Company and the Company Subsidiaries (based on revenues) for calendar year 2014 and year-to-date. Since December 31, 2014, no such Material Customer has terminated or amended, nor has given written notice to the Company or any Company Subsidiary that it intends to terminate or materially amend, the terms or amount of goods or services purchased from (or payments made to) the Company or any Company Subsidiary. Since the December 31, 2014, no such Material Supplier has terminated or amended, nor has given written notice to the Company or any Company Subsidiary that it intends to terminate or materially amend, the cost or availability of goods or services supplied to the Company or any Company Subsidiary.

Section 3.22 FCPA. Neither the Company nor any Company Subsidiary, nor to the Knowledge of the Company, any employee or agent acting on behalf of the Company and the Company Subsidiaries has (a) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977 (the "FCPA"); (b) taken any unlawful action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "foreign official" (as such term is defined in the FCPA); (c) violated or is in violation of any provision of the Bribery Act 2010 of the United Kingdom; (d) made any bribe, influence payment, kickback or other unlawful payment; or (e) used any corporate funds for any unlawful contribution, gift or entertainment or other unlawful expense relating to political activity.

Section 3.23 Products; Warranties. Since December 31, 2014, there have been no (a) written complaints of customers involving claims in excess of $50,000 that have not been, or are not in the process of being, cured, (b) citations or decisions which have not been cured or waived from any Governmental Entity which state that any product of the Company or any Company Subsidiary is defective or fails to meet any standards promulgated by any Governmental Entity or (c) general recalls, whether voluntary or involuntary, of any product of the Company or any Company Subsidiary. Since December 31, 2014, there have been no Actions against the Company or any Company Subsidiary with respect to any product of the Company or any Company Subsidiary sold or constructed in which it is alleged that such product when sold or constructed had not been manufactured in accordance in all material respects with applicable specifications (except routine claims under warranty) or was in an unreasonably dangerous defective condition which caused physical harm, when used in its intended manner and for its intended purpose, to the user or customer of such product or to his or its property.

Section 3.24 Related Party Transactions. Other than any employment agreements or similar compensation arrangements disclosed on Schedule 3.15, or participation in any Employee Benefit Plan, no executive officer or director of the Company or any Company Subsidiary or any Stockholder (or any of such person's immediate family members or Affiliates or associates) is a party to any contract with or binding upon the Company or any Company Subsidiary or has engaged in any transaction with any of the foregoing within the last twelve (12) months.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub jointly and severally represent and warrant to the Company as follows:

Section 4.1 Due Organization, Good Standing and Corporate Power. Parent is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware and Merger Sub is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware and each of Parent and Merger Sub has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Each of Parent and Merger Sub is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed and in good standing would not be reasonably likely to (a) prevent, or result in any delay of the consummation of the transactions contemplated hereby, (b) have a material adverse effect on Parent or Merger Sub or (c) result in any liability to the Company, any Stockholder or Warrantholder in connection therewith. All of the issued and outstanding equity interests of Merger Sub are owned directly by Parent free and clear of any Liens.

Section 4.2 Authorization; Noncontravention.

(a) Parent has the requisite corporate power and authority, and has taken all corporate action necessary or required, to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Merger Sub has the requisite corporate power and authority, and has taken all corporate action necessary or required, to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Parent and Merger Sub, the consummation by each of them of the transactions contemplated hereby and the performance by each of them of their respective obligations hereunder have been duly authorized and approved. No other action on the part of either of Parent or Merger Sub is necessary to authorize the execution, delivery and performance of this Agreement by each of Parent and Merger Sub and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming that this Agreement constitutes a valid and binding obligation of the Company, constitutes a valid and binding obligation of each of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(b) The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement will not, (i) conflict with any of the provisions of the certificate of incorporation or by-laws of Parent or the certificate of incorporation or bylaws of Merger Sub, in each case as amended to the date hereof, (ii) conflict

with or result in a breach of or default under (including a breach due to the failure to notify or obtain the prior consent or waiver of any Person) any contract to which Parent or Merger Sub is a party or by which Parent or Merger Sub or any of their respective assets is bound or subject or (iii) contravene any domestic or foreign Law or Order currently in effect, which, in the case of clauses (ii) and (iii) above (A) prevent or result in any delay of the consummation of the transactions contemplated hereby, (B) have a material adverse effect on Parent or Merger Sub, or (C) result in any liability to the Company, Merger Sub, any Stockholder or Warrantholder in connection therewith.

Section 4.3 Consents and Approvals. Assuming all filings required under the Antitrust Laws are made and any waiting periods thereunder have been terminated or expired, no consent of or filing with any Governmental Entity or any other third party which has not been received or made, is necessary or required by or with respect to Parent or Merger Sub in connection with the execution and delivery of this Agreement by Parent and Merger Sub or the consummation by Parent and Merger Sub of any of the transactions contemplated by this Agreement, except for the filing of the Certificate of Merger or any other consents or filings which, if not made or obtained, would be reasonably likely to (a) prevent, or result in any delay of the consummation of the transactions contemplated hereby, (b) have a material adverse effect on Parent or Merger Sub or (c) result in any liability to the Company, any Stockholder or Warrantholder in connection therewith.

Section 4.4 Broker's or Finder's Fee. Except as set forth on Schedule 4.4, no agent, broker or other Person acting for or on behalf or at the behest of Parent or Merger Sub or any Affiliate thereof is, or will be, entitled to any fee or commission (including any broker's or finder's fees) in connection with this Agreement or any of the transactions contemplated hereby from the Company or any of the other Parties or any Affiliate of the other Parties.

Section 4.5 Merger Sub's Operations. Merger Sub was formed solely for the purpose of engaging in the transactions contemplated by this Agreement and has not engaged in any business activities or conducted any operations, and has not incurred liabilities or obligations of any nature, other than in connection with such transactions.

Section 4.6 Funds. Parent understands and acknowledges that the obligations of Parent and Merger Sub to consummate the transactions contemplated by this Agreement are not in any way contingent upon or otherwise subject to Parent's or Merger Sub's consummation of any financing arrangement, Parent's or Merger Sub's obtaining of any financing or the availability, grant, provision or extension of any financing to Parent or Merger Sub. As of the date hereof Parent and Merger Sub have a commitment from financing parties to provide, and as of the Closing Parent and Merger Sub will have, sufficient unrestricted cash on hand for Parent to complete the transactions contemplated by this Agreement and pay the aggregate Merger Consideration and all fees and expenses required to be paid by Parent in connection with the transactions contemplated hereby, including the aggregate amount of Indebtedness for Borrowed Money and Transaction Expenses.

Section 4.7 Solvency. Parent and Merger Sub are not entering the transactions contemplated hereby with actual intent to hinder, delay or defraud either present or future creditors. After giving effect to the transactions contemplated hereby, Parent and the Surviving Corporation and its Subsidiaries will be Solvent.

Section 4.8 Litigation. There is no Action before any Governmental Entity pending or, to the Knowledge of Parent or Merger Sub, threatened, against or affecting Parent or Merger Sub, or any of their respective properties or rights with respect to, or that could otherwise affect, the transactions contemplated hereby.

Section 4.9 Contact with Customers and Suppliers. None of Parent, Merger Sub or any of their Representatives or Affiliates has, without the prior written consent of the Company, directly or indirectly contacted any current or former supplier, distributor, customer or other material business relation of the Company or any Company Subsidiary prior to the date hereof for the purpose of discussing the Company or any Company Subsidiary in connection with or in any way related to the transactions contemplated hereby.

Section 4.10 Investment Intent.

(a) Parent is acquiring the Shares for its own account, for investment purposes only and not with a view toward, or for sale in connection with, any distribution thereof, or with any present intention of distributing or selling such Shares, in each case, in violation of the federal securities Laws or any applicable foreign or state securities Law.

(b) Parent qualifies as an "accredited investor", as such term is defined in Rule 501(a) promulgated pursuant to the Securities Act.

(c) Parent understands that the acquisition of the Shares to be acquired by it pursuant to the terms of this Agreement involves substantial risk. Parent and its Representatives have experience as investors in equity interests and other securities of companies such as the ones being transferred pursuant to this Agreement, and Parent can bear the economic risk of its investment (which may be for an indefinite period) and has such knowledge and experience in financial or business matters that Parent is capable of evaluating the merits and risks of its investment in such Shares to be acquired by it pursuant to the transactions contemplated hereby.

(d) Parent understands that the Shares to be acquired by it pursuant to this Agreement have not been registered under the Securities Act. Parent acknowledges that such securities may not be transferred, sold, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act and any other provision of applicable state securities Laws or pursuant to an applicable exemption therefrom. Parent acknowledges that there is no public market for the Shares and that there can be no assurance that a public market will develop.

ARTICLE V

COVENANTS AND OTHER AGREEMENTS

Section 5.1 Interim Covenants.

(a) Conduct of Business. From the date hereof until the earlier of (x) the date this Agreement is terminated pursuant to Article VII and (y) the Closing Date, unless Parent shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed or conditioned) and except as otherwise contemplated, required or permitted by this Agreement, the Company and the Company Subsidiaries shall operate their respective businesses in the ordinary course of business, and the Company and each Company Subsidiary shall:

(i) use Commercially Reasonable Efforts to continue to carry on its business in the ordinary course, preserve intact its business organization and preserve its goodwill and relationships with its customers, suppliers and others having material business relationships with it;

(ii) not issue, sell, deliver, award or grant any equity securities, or any securities or rights convertible into, exchangeable for, or evidencing the right to subscribe for any equity securities, or any rights, warrants, options, calls, commitments or any other agreements of any character to purchase or acquire any equity securities or any securities or rights convertible into, exchangeable for, or evidencing the right to subscribe for, any equity securities, other than as contemplated or permitted by the Warrants;

(iii) not (A) split, combine, subdivide or reclassify any shares of its capital stock or other equity securities or (B) redeem or repurchase any capital stock or other equity securities or any outstanding options, warrants or rights of any kind to acquire any equity securities, or any outstanding securities that are convertible into or exchangeable for any of its capital stock or other equity securities, other than pursuant to the terms and conditions of the Stockholders Agreement;

(iv) not adopt any amendments to its certificate of incorporation or other governing documents;

(v) other than any borrowings by the Operating Company under its credit facility in accordance with the terms thereof, and except as otherwise permitted by the terms of thereof, not (A) incur or guarantee any additional Indebtedness for Borrowed Money or (B) make any loans or advances to any other Person, other than advances to employees or in the ordinary course of business;

(vi) not acquire properties or assets other than inventory, property, plant and equipment spending, and other assets acquired in the ordinary course of business;

(vii) not acquire stock or other equity interests of another Person, whether through merger, consolidation, share exchange, business combination or otherwise;

(viii) not sell any of its material properties or material assets, other than inventory, obsolete equipment or in the ordinary course of business;

(ix) except in the ordinary course of business or as may be required by law or pursuant to any Contract, Employee Benefit Plan or Non-U.S. Employee Benefit Plan, not adopt, terminate or materially amend any Employee Benefit Plan or Non-U.S. Employee Benefit Plan;

(x) not make or change any material election relating to Taxes or settle or compromise any material Tax liability (other than the payment of Taxes or collection of refunds in the ordinary course of business);

(xi) not adopt a plan of complete or partial liquidation or dissolution;

(xii) not change accounting methods, except as required by changes in GAAP or Law;

(xiii) not grant any material bonuses that are not included in the Transaction Expenses or Working Capital, or materially increase any wages, salary, severance, or other compensation in respect of its current or former employees, officers or directors, other than in the ordinary course of business or as provided for in any written agreements, Employee Benefit Plans, Non-U.S. Employee Benefit Plans or required by applicable Law;

(xiv) not take any action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, or director, except for compensation or benefits which are included in Transaction Expenses or Working Capital;

(xv) use Commercially Reasonable Efforts to maintain insurance coverage on its assets and operations in the amounts and of the types presently in force;

(xvi) use Commercially Reasonable Efforts to maintain all of its Permits consistent with past practices;

(xvii) other than in the ordinary course of business, enter into, amend or terminate any Contract that is or would constitute a Material Contract; and

(xviii) not become bound to take any of the foregoing prohibited actions;

provided that, notwithstanding anything in this Agreement to the contrary, nothing contained in this Agreement shall (A) give Parent, directly or indirectly, the right to control or direct in any manner the operations of the Company or the Company Subsidiaries prior to the Closing; (B) prohibit or restrict the Company's or any Company Subsidiary's ability to make withdrawals, draw down on existing credit lines, or make payments or prepayment under any existing agreement related to Indebtedness (including any revolving line of credit or similar facility provided for thereunder); (C) prohibit or restrict the Company or any Company Subsidiary from hiring or terminating the employment of any employee in the ordinary course of business; (D) prohibit or restrict the Company or any Company Subsidiary from making, or require the Company or any Company Subsidiary to make, capital expenditures in the ordinary course of

business; or (E) restrict the ability of the Company or any Company Subsidiary to declare or pay any cash dividends, make any cash distributions, or pay any Transaction Expenses or Indebtedness, in each case, prior to the Closing.

(b) Commercially Reasonable Efforts. Subject to the terms and conditions set forth herein, and to applicable legal requirements, the Parties shall cooperate and use their respective Commercially Reasonable Efforts to take, or cause to be taken, all appropriate action, and do, or cause to be done, and assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, including the satisfaction of the conditions set forth in Section 2.8.

(c) Exclusivity. From the date hereof until the earlier of (x) the date this Agreement is terminated pursuant to Article VII and (y) the Closing Date, the Company shall not, and shall cause its Stockholders to not, enter into negotiations or any agreement regarding the terms of any sale of all or substantially all, of the securities or assets of the Company and/or the Company Subsidiaries (except for dispositions of inventory and assets in the ordinary course of business), whether such transaction takes the form of a sale of stock, merger, reorganization, recapitalization, sale of assets or otherwise, with any Person other than Parent, its Affiliates and their Representatives.

(d) Access to Information. From the date hereof until the earlier of (x) the date this Agreement is terminated pursuant to Article VII and (y) the Closing Date, the Company shall grant to Parent and its authorized Representatives reasonable access, during normal business hours and upon reasonable notice, to senior management, the properties and the books and records of the Company and the Company Subsidiaries to the extent relating to the transition of the Company's and the Company Subsidiaries' business to Parent; provided that (i) such access does not unreasonably interfere with the normal operations of the Company or any Company Subsidiary, (ii) such access shall occur in such a manner as the Company reasonably determines to be appropriate to protect the confidentiality of the transactions contemplated by this Agreement, (iii) all requests for access shall be directed to Harris Williams & Co. or such other Person designated by the Company in writing, and (iv) nothing herein shall require the Company or any Company Subsidiary to provide access to, or to disclose any information to, Parent or any other Person if such access or disclosure (v) could cause or result in competitive harm to the Company or any Company Subsidiary if the transactions contemplated by this Agreement are not consummated, (w) would be in violation of applicable Laws or regulations of any Governmental Entity (including the HSR Act and other Antitrust Laws), (x) would be a violation or constitute a breach of any provision of any contract to which the Company or any Company Subsidiary is a party (y) could jeopardize any attorney/client privilege or (z) involves any sampling or analysis of soil, groundwater, air, building materials or other environmental media including of the sort generally referred to as a Phase II investigation relating to any Leased Real Property or Owned Real Property.

(e) Communications. Prior to the Closing, without the prior written consent of the Company, (i) Parent shall not (and shall not permit any of its Affiliates or its or their respective Representatives to) contact any supplier, customer, contractor or employee of the Company or any Company Subsidiary in connection with the transactions contemplated hereby

or engage in any discussions with any supplier, customer, contractor or employee of the Company or any Company Subsidiary in respect of the transactions contemplated hereby and (ii) no announcement or communication shall be made to any supplier, customer, distributor, contractor or employee of the Company or any Company Subsidiary.

(f) Payment of Transaction Expenses. All Transaction Expenses that are paid prior to the Closing shall be paid and accounted for as expenses of the Company or a Company Subsidiary (and shall not be paid by or on behalf of any Stockholder or its Affiliates), the Parties' intent being that the Company will receive the benefit of the Transaction Tax Deductions.

Section 5.2 Confidentiality. Information obtained by Parent, Merger Sub and their respective Representatives in connection with the transactions contemplated by this Agreement shall be subject to the provisions of the Confidentiality Agreement by and between the Operating Company and Parent, dated April 15, 2015, as amended (the "Confidentiality Agreement"). The terms of the Confidentiality Agreement shall survive the termination of this Agreement and continue in full force and effect thereafter and the Confidentiality Agreement shall not be modified, waived or amended without the written consent of the Company. The Confidentiality Agreement shall automatically terminate at Closing.

Section 5.3 Antitrust Laws.

(a) Each of Parent and the Company shall: (i) as promptly as practicable, but in no event later than five Business Days from the date hereof, take all actions necessary to file or cause to be filed any filings required of it or any of its Affiliates under any applicable Antitrust Laws in connection with this Agreement and the transactions contemplated hereby, including the Notification and Report Forms required pursuant to the HSR Act with respect to the transactions contemplated hereby (including requesting early termination); (ii) use Commercially Reasonable Efforts to take all actions necessary to obtain the required consents from Antitrust Authorities; and (iii) at the earliest practicable date comply with any formal or informal written request for additional information or documentary material received by it or any of its Affiliates from any Antitrust Authority. Each of Parent and the Company will (A) promptly notify the other Parties of any written communication made to or received by Parent or the Company, as the case may be, from any Antitrust Authority regarding any of the transactions contemplated hereby, (B) subject to applicable Law, permit the other Parties to review in advance any proposed written communication to any such Antitrust Authority and incorporate the other Parties' reasonable comments thereto, (C) not agree to participate in any substantive meeting or discussion with any such Antitrust Authority in respect of any filing, investigation or inquiry concerning this Agreement or the transactions contemplated hereby unless, to the extent reasonably practicable, it consults with the other Parties in advance and, to the extent permitted by such Antitrust Authority, gives the other Parties the opportunity to attend, and furnish the other Parties with copies of all correspondence, filings and written communications between them and their Affiliates and their respective Representatives on one hand and any such Antitrust Authority or its respective staff on the other hand, in each case with respect to this Agreement and the transactions contemplated hereby.

(b) Without limiting the foregoing, Parent shall use Commercially Reasonable Efforts to avoid or eliminate any impediment under any Antitrust Law so as to (i) enable the

Parties hereto to close the transactions contemplated by this Agreement as promptly as possible and (ii) avoid any Action by any Governmental Entity, which would otherwise have the effect of preventing or delaying the Closing beyond the End Date. Notwithstanding the foregoing, nothing contained herein shall require any Party or its Affiliates to sell, transfer, divest or otherwise dispose of any of its assets or to agree to any condition with respect to its ownership and operation of its business or assets or any other business or assets required by any Antitrust Authority for approval, or to oppose or litigate any decision of any Antitrust Authority.

Section 5.4 Employee Benefits. On and after the Closing Date, Parent shall provide employees of the Company and the Company Subsidiaries who are employed at the Closing (the "Company Employees") with compensation and benefits it determines to be appropriate taking into account the compensation and benefits provided to similarly situated employees of its related employers. Parent agrees that, from and after the Closing Date, Parent shall cause the Company Employees to be granted credit for all service with the Company and the Company Subsidiaries (including any predecessors of the Company and the Company Subsidiaries) earned prior to the Closing Date for all purposes (but not for purposes of benefit accrual and vesting under a defined benefit pension plan) under any benefit or compensation plan, program, policy, agreement or arrangement that is sponsored by or may be established or maintained by Parent, the Surviving Corporation, its subsidiaries or any of their Affiliates on or after the Closing Date (the "New Plans") provided that such service credit is permissible under applicable Law. In addition, Parent hereby agrees that Parent shall, to the extent permissible under applicable Law, (a) cause to be waived all pre-existing condition exclusion and actively-at-work requirements and similar limitations, eligibility waiting periods and evidence of insurability requirements under any New Plans to the extent waived or satisfied by a Company Employee (or covered dependent thereof) under any similar Employee Benefit Plan, as the case may be, as of the Closing Date and (b) cause any deductible, co-insurance and out-of-pocket covered expenses paid on or before the Closing Date by any Company Employee (or covered dependent thereof) to be taken into account for purposes of satisfying applicable deductible, coinsurance and maximum out-of-pocket provisions after the Closing Date under any applicable New Plan in the year of initial participation that begins during the New Plan year in which the Closing Date occurs. Nothing contained herein, express or implied, is intended to confer upon any employee of the Company or any Company Subsidiary any right to continued employment for any period or continued receipt of any specific employee benefit, or shall constitute an amendment to or any other modification of any New Plan, Employee Benefit Plan or Non-U.S. Employee Benefit Plan. The provisions of this Section 5.4 are not intended, and shall not be deemed, to confer any rights or remedies upon any person other than the parties hereto or otherwise to create any third-party beneficiary hereto. After the Closing, Parent, the Surviving Corporation and their subsidiaries shall be solely responsible for any obligations arising under Section 4980B of the Code with respect to all "M&A qualified beneficiaries" as defined in Treasury Regulation Section 54.4980B-9. With respect to any Company Employee whose terms and conditions of employment are subject to a works council, labor or collective bargaining agreement, Parent shall, and shall cause the Surviving Corporation and the Company Subsidiaries to, honor the terms of all such works council, labor or collective bargaining agreements by which the Surviving Corporation or the Company Subsidiaries are bound in accordance with the terms thereof.

Section 5.5 Indemnity; Directors' and Officers' Insurance; Fiduciary and Employee Benefit Insurance.

(a) Parent acknowledges that (i) each person that at any time prior to the Closing served as a director, officer, manager, employee, agent, trustee or fiduciary of the Company or any Company Subsidiary or who, at the request of the Company or any Company Subsidiary, served as a director, officer, manager, member, employee, agent, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise (collectively, with such person's heirs, executors or administrators, the "Indemnified Persons") is entitled to indemnification, expense reimbursement and exculpation to the extent provided in the governing documents of the Company and each Company Subsidiary in effect as of the date hereof ("D&O Provisions"), (ii) such D&O Provisions are rights of contract and (iii) no amendment or modification to any such D&O Provisions shall affect in any manner the Indemnified Persons' rights, or the Company's or any Company Subsidiary's, as the case may be, obligations, with respect to claims arising from facts or events that occurred on or before the Closing.

(b) At or prior to the Closing Date, the Company shall obtain and maintain in effect for a period of six years thereafter, (i) a tail policy to the current policy of directors' and officers' liability insurance maintained by the Company and the Company Subsidiaries with respect to claims arising from facts or events that occurred on or before the Closing, and which tail policy shall contain substantially the same coverage and amounts as, and contain terms and conditions no less advantageous than, in the aggregate, the coverage currently provided by such current policy and (ii) "run off" coverage as provided by the Company's and the Company Subsidiaries' fiduciary and employee benefits policies, in each case, covering those Persons who are covered on the date hereof by such policies and with terms, conditions, retentions and limits of liability that are no less advantageous than the coverage provided under the Company's and the Company Subsidiaries' existing policies (collectively, the "Tail Policy"). No claims made under or in respect of such Tail Policy shall be settled (to the extent the Tail Policy gives the Parties the power to prevent such settlement) without the prior written consent of the applicable Indemnified Person, which consent shall not be unreasonably withheld or delayed.

Section 5.6 Press Release. Any press or other public release or announcement concerning this Agreement or the transactions contemplated hereby shall be presented for approval by each of Parent and the Stockholders' Representative prior to such release or announcement, it being understood that Parent, as a public corporation, has the obligation to disclose material information concerning its business and the timing and type of disclosure is ultimately within its sole discretion. Except to the extent required by applicable Law and in connection with the procurement of any necessary consents, approvals, payoff letters and similar documentation, the Parties shall keep the terms of this Agreement confidential (it being understood that the Parties may disclose such terms to their respective Representatives pursuant to the terms of the Confidentiality Agreement to the extent necessary in connection with consummating the transactions contemplated hereby so long as such persons agree to keep the terms of this Agreement confidential); provided, however, that (i) the Company may make announcements to its employees, customers and other business relations to the extent such it determines in good faith that such announcement is necessary or advisable and (ii) Olympus Partners may provide general information about the subject matter of this Agreement and the Company and the Company Subsidiaries (including their performance and improvements) in connection with ordinary course fund raising, marketing, informational or reporting activities.

Section 5.7 Expenses. Except as otherwise expressly provided in this Agreement, each Party shall be liable for and pay all of its own costs and expenses (including attorneys', accountants' and investment bankers' fees and other out-of-pocket expenses) in connection with the negotiation and execution of this Agreement, the performance of such Party's obligations hereunder and the consummation of the transactions contemplated hereby; provided that Parent shall pay and be fully responsible for (x) all filing fees under the Antitrust Laws and (y) 50% of Transfer Taxes pursuant to Section 5.9(d).

Section 5.8 Preservation of Records. For a period of seven years after the Closing Date or such other longer period as required by applicable Law, the Surviving Corporation shall preserve and retain, all corporate, accounting, legal, auditing, human resources and other books and records of the Surviving Corporation and each of its Subsidiaries (including (a) any documents relating to any governmental or non-governmental Actions or investigations and (b) all Tax Returns, schedules, work papers and other material records or other documents relating to Taxes of the Surviving Corporation and each of its Subsidiaries) relating to the conduct of the business and operations of the Surviving Corporation and the Company Subsidiaries prior to the Closing Date.

Section 5.9 Tax Matters.

(a) Responsibility for Filing Tax Returns.

(i) Parent will prepare or cause to be prepared, and timely file or cause to be timely filed, all Tax Returns for the Company and the Company Subsidiaries that are due after the Closing Date. Tax Returns with respect to a Pre-Closing Tax Period shall be prepared in a manner consistent with the past custom and practice of the Company and the Company Subsidiaries, except as otherwise required by applicable law. With respect to any overpayment of Tax or Tax refund of the Company or any Company Subsidiary arising from any such Tax Return, Parent shall have the right to claim and receive any refund or overpayment of Tax (rather than applying any such amount to future periods). The Company and each Company Subsidiary may, within the sole discretion of Parent, make an election to affirmatively waive any carryback of any net operating loss, capital loss or credit on any Tax Return for a Pre-Closing Tax Period.

(ii) For the portion of the Closing Date after the Closing, other than the transactions expressly contemplated hereby, Parent will cause the Company and the Company Subsidiaries to carry on their business only in the ordinary course in the same manner as heretofore conducted. To the extent permitted by applicable law, the Company and Company Subsidiaries will elect with the relevant Taxing Authority to treat for all purposes the Closing Date as the last day of a taxable period of the Company and the Company Subsidiaries.

(iii) To the extent permitted by applicable law, with respect to the preparation of Tax Returns Parent shall determine in its discretion whether the Transaction Tax Deductions will be treated as properly allocable, and deductible with respect, to the Pre-Closing Tax Period or the taxable period ending after the Closing Date.

(b) Tax Contests. Parent shall notify the Stockholders' Representative within fifteen (15) days of receiving written notice of any Tax Contest relating to a Pre-Closing Tax Period of the Company or any Company Subsidiary for which the Stockholders may have an obligation to indemnify the Parent Indemnified Parties hereunder, provided, however that failure or delay on the part of Parent in so notifying the Stockholders' Representative shall affect the rights of the Parent Indemnified Parties hereunder only to the extent that such failure or delay has a prejudicial effect or adversely affects other rights available to the Stockholders with respect to such Tax Contest. The Stockholders' Representative shall have the right to control any Tax Contest relating to any tax period of the Company or any Company Subsidiary that ends on or before the Closing Date to the extent that the Stockholders are required to indemnify the Parent Indemnified Parties hereunder and the anticipated Losses are not reasonably likely to exceed the balance of the Indemnity Holdback Amount (a "Pre-Closing Tax Contest"). If the Stockholders' Representative elects to control such Pre-Closing Tax Contest, (i) Parent shall have the right to participate at its own expense in any such Pre-Closing Tax Contest, and (ii) the Stockholders' Representative shall not, without Parent's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, agree to any settlement with respect to such Pre-Closing Tax Contest. Parent shall control the handling, disposition, and settlement of any such Pre-Closing Tax Contest the Stockholders' Representative elects not to control and any Tax Contest the Stockholders' Representative is not entitled to control for which the Stockholders may have an obligation to indemnify the Parent Indemnified Parties hereunder, provided that (x) the Stockholders' Representative shall have the right to participate at its own expense in any such Pre-Closing Tax Contest or Tax Contest, and (y) Parent shall not, without the Stockholders' Representative's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, agree to any settlement with respect to such Pre-Closing Tax Contest or Tax Contest if such settlement would cause the Stockholders to incur a material indemnification obligation to the Parent Indemnified Parties hereunder. The Stockholders' Representative shall promptly notify the Parent if the Stockholders' Representative decides to control the defense or settlement of any Pre-Closing Tax Contest that it is entitled to control pursuant to this Agreement. Parent shall have the sole right to control any Tax Contest relating to any Straddle Period of the Company or any Company Subsidiary (a "Straddle Period Tax Contest"); provided, that with respect to any Straddle Period Tax Contest the anticipated Losses of which are reasonable likely to cause the Stockholders to incur a material indemnification obligation to the Parent Indemnified Parties hereunder (1) the Stockholders' Representative shall have the right to participate at its own expense in any such Straddle Period Tax Contest, and (2) Parent shall not, without the Stockholders' Representative's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, agree to any settlement with respect to such Straddle Period Tax Contest.

(c) Books and Records; Cooperation. Parent and the Stockholders' Representative shall reasonably cooperate as and to the extent reasonably requested by any Party, in connection with the filing of all Tax Returns of the Company and each Company Subsidiary

for a Pre-Closing Tax Period and any Tax Contest. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Parent and Stockholders' Representative agree (A) to retain all books and records with respect to Tax matters pertinent to the Company and Company Subsidiaries relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Parent or Stockholders' Representative, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (B) to give the other Party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other Party so requests, Parent or Stockholders' Representative, as the case may be, shall allow the other Party to take possession of such books and records. Parent and the Stockholders' Representative shall, upon the other's request, use their Commercially Reasonable Efforts to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including with respect to the transactions contemplated by this Agreement).

(d) Transfer Taxes. Any real property transfer or gains tax, stamp tax, stock transfer tax, documentary, sales, use, registration, or other similar Tax and fees (including any penalties and interest) imposed on the Company and any Company Subsidiary as a result of the transactions contemplated by this Agreement (collectively, "Transfer Taxes") will be borne and paid 50% by the Stockholders, on the one hand, and 50% by Parent, on the other hand, when due, and all necessary Tax Returns and other documentation with respect to Transfer Taxes will be prepared and filed by the Party required to file such Tax Returns under applicable Law. Each of Parent and the Stockholders will indemnify and hold the other Party harmless against any Transfer Taxes. Parent and the Stockholders' Representative agree to cooperate with each other in the filing of any returns with respect to the Transfer Taxes, including promptly supplying any information in its possession that is reasonably necessary to complete such returns.

(e) Straddle Period Taxes. If the Company or any of the Company Subsidiaries is permitted but not required under applicable Law to treat the Closing Date as the last day of a taxable period, the Parties shall so treat the Closing Date. Where such treatment is not permitted, for purposes of determining the liability for Taxes of the Company and the Company Subsidiaries for a Straddle Period,

(i) Taxes that are based upon or related to income or receipts, or imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible), and attributable to the portion of the Straddle Period ending on the Closing Date shall be determined by assuming that the applicable entity (and any entity or arrangement taxed as a partnership or other pass through entity in which the Company or any Company Subsidiary holds a beneficial interest, and any controlled foreign corporation within the meaning of Section 957(a) of the Code in which a Company or any Company Subsidiary is an owner) had a taxable year or period which ended at the close of the Closing Date and by determining the Taxes due for such period based on an interim closing of the books as of the end of the day on the Closing Date;

provided that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending on and including the Closing Date and the period beginning after the Closing Date (in proportion to the number of days in each period); and

(ii) Taxes that are imposed on a periodic basis with respect to the assets of the Company or any Company Subsidiary shall be apportioned by assuming that an equal portion of such Tax for the entire Straddle Period is allocable to each day in such Straddle Period.

(f) Tax Elections. Parent will not make any election under Section 338 of the Code or Section 336 of the Code (or any similar provisions under state, local, or foreign law) with respect to the acquisition of the Company and the Company Subsidiaries. Parent will not take any action with respect to the Company or the Company Subsidiaries that would cause the transactions contemplated by this Agreement to constitute part of a transaction that is the same as, or substantially similar to, the "Intermediary Transaction Tax Shelter" described in Internal Revenue Service Notices 2001-16 and 2008-111.

(g) Amended Tax Returns; Tax Elections. Unless otherwise required by applicable Law, with respect to any Tax period of the Company or any Company Subsidiary that ends on or before the Closing Date, Parent will not, without the Stockholders' Representative's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), cause or permit the Company or any Company Subsidiary to (i) amend any Tax Return that relates in whole or in part to any such Tax period, (ii) make any Tax election that has retroactive effect to any such Tax period, (iii) voluntarily approach any Taxing Authority with respect to any such Tax period, provided however, that Parent may (or may cause the Company or any Company Subsidiary to) respond to inquiries initiated by a Taxing Authority, including those that may result from filing of Tax Returns or payment of Taxes with respect to a Tax period ending after the Closing Date, or (iv) extend the statute of limitations with respect to any such Tax period. The covenants in this Section 5.9(g) shall terminate on the first anniversary of the Closing Date.

(h) Compensatory Payments. Parent agrees that any amounts to be paid pursuant to this Agreement that is treated as compensation for income tax purposes may be paid to the Company or Company Subsidiary (at such time upon which such payment is due), which in turn, shall pay the applicable recipient such amounts through the Company's or Company Subsidiary's payroll, less applicable withholding Taxes, and will be treated for all purposes of this Agreement as having been paid to the recipient in respect of which such withholding was made.

(i) Refunds. Except with respect to Transfer Taxes, any refund of Taxes of the Company or any Company Subsidiary (whether in the form of cash received or a credit or offset against Taxes otherwise payable), including any interest received from a Taxing Authority with respect thereto, that is attributable to any Pre-Closing Tax Period of the Company or any Company Subsidiary shall be the property of Parent. If any such refund is received by a Party other than Parent, the Party receiving such refund shall pay over such refund to Parent within ten

(10) days after receipt thereof from the applicable Governmental Entity. Each of the Stockholders' Representative and Parent shall be entitled to one-half of any refund of Transfer Taxes.

(j) 2014 Tax Return. Prior to Closing (and in no event later than September 15, 2015) the Company will file the 2014 consolidated federal income tax return (Form 1120) with respect to the Company and the Company Subsidiaries and pay all Taxes due in connection therewith. The Stockholders' Representative shall furnish Parent with a copy of such filed return (including schedules and statements attached thereto) within five calendar days after the return is filed**.**

Section 5.10 Investigation by Parent; No Other Representations; Non-Reliance of Parent. Parent and its Affiliates have substantial familiarity with the business of the Company and the Company Subsidiaries and fully understand the risks inherent therewith. Furthermore, Parent (for itself and on behalf of its Affiliates and Representatives) has conducted an independent investigation, verification, review and analysis of the business, operations, assets, liabilities, results of operations, financial condition, technology and prospects of the Company and the Company Subsidiaries and Parent, its Affiliates and their advisors and Representatives have had access to the personnel, properties, premises and records of the Company and the Company Subsidiaries for such purpose. In entering into this Agreement, Parent has relied solely upon the aforementioned investigation, review and analysis and not on any factual representations or opinions of the Company, any Company Subsidiary, any Stockholder or any Warrantholder or any of their respective Representatives or any other Person, except for the specific representations and warranties expressly made by the Company in Article III, in each case, as qualified by the Schedules (the "Express Representations"). Parent (for itself and on behalf of its Affiliates and Representatives and each of their successors and assigns): (a) except for the Express Representations, specifically acknowledges that none of the Company, any Company Subsidiary, any Stockholder, any Warrantholder or any other Person is making and has not made any representation or warranty, expressed or implied, at law or in equity, in respect of the Company, the Company Subsidiaries or any of their respective businesses, assets, liabilities, operations, prospects or condition (financial or otherwise), including with respect to merchantability or fitness for any particular purpose of any assets, the nature or extent of any liabilities, the prospects of the business, the effectiveness or the success of any operations, or the accuracy or completeness of any confidential information memoranda, management presentations, projections, documents, material or other information (financial or otherwise) regarding the Company and the Company Subsidiaries furnished to Parent or its Affiliates or their Representatives or made available to Parent, its Affiliates or their Representatives in any data rooms, management presentations or in any other manner or form in expectation of, or in connection with, the transactions contemplated hereby; (b) except for the Express Representations, specifically and irrevocably disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges that the Company, the Company Subsidiaries, the Stockholders, the Warrantholders and their respective Affiliates hereby specifically disclaim any such other representation or warranty made by any Person; (c) specifically disclaims any obligation or duty by the Company, the Company Subsidiaries, the Stockholders, the Warrantholders and their respective Affiliates or any other Person to make any disclosures of fact not required to be disclosed by the Express Representations; and (d) specifically acknowledges Parent is entering

into this Agreement and acquiring the Company and the Company Subsidiaries, subject only to the Express Representations. Without limiting the generality of any of the foregoing, (i) none of the Company, the Company Subsidiaries, the Stockholders, the Warrantholders or any of their Affiliates makes any representation or warranty regarding any third party beneficiary rights or other rights which Parent or its Affiliates might claim under any studies, reports, tests or analyses prepared by any third parties for the Company, the Company Subsidiaries or any of their Affiliates, even if the same were made available for review by Parent or any of its Affiliates or Representatives; and (ii) none of the documents, information or other materials provided to Parent at any time or in any format by the Company, the Company Subsidiaries, the Stockholders, the Warrantholders or their Affiliates or Representatives constitute legal advice, and Parent waives all rights to assert that it received any legal advice from the Company, the Company Subsidiaries, the Stockholders, the Warrantholders or any of their Affiliates, or any of their respective Representatives or counsel, or that it had any sort of attorney-client relationship with any of such Persons.

Section 5.11 Consents and Estoppels. The Company shall use its Commercially Reasonable Efforts to seek (x) the consent of the counterparties to the contracts set forth on Annex F and (y) estoppels in a customary form from the applicable landlord under the Leases set forth on Annex F (it being understood that in no event shall obtaining any such consent or estoppel be a condition to Parent's or Merger Sub's obligation to consummate the Closing). Parent shall use Commercially Reasonable Efforts to cooperate with the Company in respect of seeking such consents and estoppels.

Section 5.12 Collected VAT Receivables. From time to time (but not less frequently than monthly) after the Closing and until the termination of the Escrow Account, the Company and the Company Subsidiaries will, and the Parent will cause the Company and the Company Subsidiaries to, deposit all Collected VAT Receivables with the Escrow Agent, to be added to the Indemnity Holdback Amount pursuant to the terms of the Escrow Agreement.

Section 5.13 Title Policies. The Company shall use Commercially Reasonable Efforts to assist Parent (at Parent's sole cost and expense) in obtaining (a) an owner's policy of title with respect to each parcel of Owned Real Property and (b) a survey of the property located in Greenville, Pennsylvania (and an updated survey for any other property for which the survey previously provided to Parent does not contain all plottable encumbrances listed in the new title policy) (i) identifying the location of such property, and (ii) locating all plottable encumbrances listed in the related title policy.

Section 5.14 Section 280G. Prior to the Closing Date, the Company shall make Commercially Reasonable Efforts to obtain a vote of the Stockholders entitled to vote, in a manner that satisfies the shareholder approval requirements under Section 280G(b)(5)(B) of the Code and regulations promulgated thereunder (a "280G Stockholder Vote"), approving the right of any "disqualified individual" (as defined in Section 280G(c) of the Code) to receive any payment or benefit that would reasonably be expected to be a "parachute payment" under Section 280G of the Code as a result of the consummation of the transactions contemplated by this Agreement (within the meaning of Section 280G(b)(2)(A)(i) of the Code) to avoid any payment received by, or benefit provided to, such "disqualified individual" from being an "excess parachute payment" within the meaning of Section 280G(b)(1) of the Code ("Excess Parachute

Payment"). The Company shall (a) provide drafts of any required waivers, consents or agreements and any materials necessary to comply with the 280G Stockholder Vote to Parent prior to submission to the Company's disqualified individuals, with respect to such waivers, consents or agreements, or the Company's Stockholders entitled to vote, with respect to documentation necessary to comply with the 280G Stockholder Vote, and Parent shall have the right to review and provide reasonable comments, which may be incorporated, to the extent that they are timely provided by Parent and (b) make Commercially Reasonable Efforts to obtain all waivers, consents or agreements from each disqualified individual of such disqualified individual's rights to some or all payments or benefits contingent on the transactions contemplated by this Agreement to avoid any payment or benefit that would reasonably be expected to be a "parachute payment" under Section 280G of the Code from being an Excess Parachute Payment. Prior to the Closing, the Company shall provide Parent and its counsel with copies of all documents executed by the Stockholders and disqualified individuals in connection with the 280G Stockholder Vote. Notwithstanding the foregoing and for the avoidance of doubt, the obligations of the Company contained in this Section 5.14 shall not include obligations with respect to payments or benefits pursuant to agreements or arrangements that create a right or entitlement to receive any "parachute payment" within the meaning of Section 280G of the Code to any "disqualified individual" under Section 280G of the Code that Parent or its Affiliates has provided to, or entered into with (or directed a Person to enter into with), such "disqualified individual", but of which the Company does not have Knowledge.

ARTICLE VI

INDEMNIFICATION

Section 6.1 Survival of Representations and Warranties. All representations and warranties set forth in Article III and Article IV shall survive the Closing Date until the first anniversary thereof (the "Expiration Date"). No Party shall be entitled to recover for any Loss pursuant to Section 6.2(a)(i) unless written notice of a claim thereof is delivered to the applicable Party prior to the Expiration Date.

Section 6.2 General Indemnification.

(a) Subject to Section 6.2(c) and Section 6.2(d), after the Closing, the Parent Indemnified Parties shall be entitled to make a claim against the Indemnity Holdback Amount for, and, subject to the provisions of this Article VI may recover from the Indemnity Holdback Amount, any and all Losses that any such Parent Indemnified Party may suffer, sustain or become subject to as a result of:

(i) any breach of any Express Representation (in each case ignoring, for purposes of determining the inaccuracy or breach thereof and the amount of Losses relating thereto, any qualification as to materiality, Material Adverse Effect, expectation to result in a material liability or words of similar import contained in any such representation or warranty (other than with respect to (x) the term "Material Contract" or (y) the representations contained in clause (a) of Section 3.5 (Financial Statements) and clause (a) of Section 3.6 (Absence of Certain Changes)), and

(ii) any breach of any covenant by the Stockholders' Representative under this Agreement requiring performance after the Closing.

(b) Parent shall indemnify the Company Indemnified Parties and save and hold each of them harmless from and against and pay on behalf of or reimburse such Company Indemnified Party for any and all Losses that any Company Indemnified Party may suffer, sustain or become subject to as a result of (i) any breach or inaccuracy of any representation or warranty set forth in Article IV and (ii) any breach of any covenant by Parent or Merger Sub.

(c) Parent Indemnified Parties shall not be entitled to recover for any Loss pursuant to Section 6.2(a)(i) (other than with respect to Fundamental Representations) (i) until the aggregate amount of all Losses that Parent Indemnified Parties would, but for this clause (i), be entitled to indemnification in respect thereof exceeds $1,242,500 in the aggregate (the "Deductible"), in which case, subject to clause (ii), Parent Indemnified Parties shall be entitled to recover for all such Losses in excess of the Deductible, or (ii) to the extent the aggregate amount of all Losses previously indemnified pursuant to Section 6.2(a)(i) (other than with respect to Fundamental Representations) exceeds $1,242,500 (the "General Cap"). Notwithstanding anything to the contrary contained herein, (A) the Deductible and the General Cap shall not apply with respect to any Loss arising from (and such Loss shall not be counted toward the General Cap) actual (but not constructive) common law fraud in respect of a misrepresentation by the Company of an Express Representation; (B) no Stockholder or Warrantholder shall be liable for any Losses in excess of the portion of the Merger Consideration paid to such Stockholder or Warrantholder, as applicable, pursuant to this Agreement, subject to the limitations set forth in this Section 6.2(c); (C) Losses in respect of which a Parent Indemnified Party would otherwise be entitled to indemnification shall be offset by (x) any amounts or benefits received (whether in the form of cash, credit or some other beneficial arrangement, excluding tax benefits) from any third party in respect of such Loss, and (y) the aggregate amount of any insurance proceeds received (whether in the form of cash or credit) in respect of such Loss; and (D) the indemnity obligations hereunder (1) shall not apply to any environmental matter or condition that is discovered by any sampling, investigation or reporting by or on behalf of any Parent Indemnified Party that is not either (x) required by Environmental Law, (y) necessary to respond to, or defend against a Third-Party Claim with respect to any actual or alleged liability arising from, based on or in connection with any Release of a Hazardous Material under or from any property currently or formerly owned, leased or operated by the Company or any Company Subsidiary occurring on or prior to the Closing Date regardless of when such Release is discovered, migration of any such Release of Hazardous Material, or exposure to Hazardous Material from such a Release, or (z) necessary for Parent Indemnified Party to conduct bona fide construction or maintenance projects consistent with commercial or industrial use of the Property or the expansion thereof and (2) shall not apply to any Losses with respect to Remediation by Parent Indemnified Party, except to the extent such Remediation is conducted in a cost effective manner, and is required by Environmental Law to attain compliance with minimum applicable remedial standards for the continued commercial or industrial use of the relevant property or facility, employing where available cost-effective, risk-based remedial standards. Parent Indemnified Parties shall not be entitled to recover any Loss consisting of or relating to Taxes with respect to any taxable period, or the portion of any Straddle Period, beginning after the Closing Date as a result of any breach of the representations and warranties set forth in Section 3.12, other than the representations and warranties set forth in Section 3.12(g).

(d) In the event any Losses incurred by a Parent Indemnified Party are covered by insurance or any indemnity, contribution or other similar right against a third party, such Parent Indemnified Party shall use its Commercially Reasonable Efforts to seek recovery under such insurance or indemnity, contribution or similar right. For purposes of clarity, Parent shall be responsible for the retention amount under the RWI Policy and, to the extent a matter is covered under the RWI Policy but for the retention amount thereunder, no claims shall be made under Section 6.2(a)(i) by Parent with respect to such matter until the Deductible has been satisfied. Parent covenants to maintain in full force and effect the RWI Policy through the policy period thereof and all product liability insurance of the Company and its Subsidiaries as exists as of the Closing Date.

(e) Each Parent Indemnified Party shall use Commercially Reasonable Efforts to mitigate any Loss upon becoming aware of any event, state of facts, circumstances or developments which would reasonably be expected to, or does, give rise thereto. For purposes of clarity, and notwithstanding anything in this Agreement to the contrary, the Parent Indemnified Parties shall be deemed not to have suffered any Loss arising from any liability to the extent such liability was included in the determination of Final Working Capital, Final Indebtedness or Final Transaction Expenses, as it is the intent of the Parties that the procedures set forth in Section 2.5 shall provide the sole and exclusive remedy for such claims

(f) Any Person making a claim for indemnification under this Section 6.2 (an "Indemnitee") that arises from a claim by a third party (a "Third-Party Claim") shall notify the indemnifying party (an "Indemnitor") of the Third-Party Claim in writing, describing the claim, the amount thereof (if known and quantifiable), and the basis thereof (a "Claim Notice"); provided that the failure to give a timely Claim Notice shall affect the rights of an Indemnitee hereunder only to the extent that such failure has a prejudicial effect on the defenses or other rights available to the Indemnitor with respect to such Third-Party Claim. The Indemnitor shall have 30 days after receipt of the Claim Notice (the "Notice Period") to notify the Indemnitee that it desires to defend the Indemnitee against such Third-Party Claim.

(g) In the event that the Indemnitor notifies the Indemnitee within the Notice Period (the "Defense Notice") that it desires to defend the Indemnitee against a Third-Party Claim, the Indemnitor shall have the right to defend the Indemnitee by appropriate Proceedings and shall have the sole power to direct and control such defense at its expense commencing upon delivery of the Defense Notice. The Indemnitee may participate in any such defense at its expense. The Indemnitor shall not, without the prior written consent of the Indemnitee (such consent not to be unreasonably withheld, conditioned or delayed), settle, compromise or offer to settle or compromise any Third-Party Claim on a basis that would result in (i) a finding or admission of a violation of Law by the Indemnitee or any of its Affiliates or (ii) any monetary liability of the Indemnitee that is not concurrently paid or reimbursed by the Indemnitor.

(h) If the Indemnitor elects not to defend the Indemnitee against a Third-Party Claim, the Indemnitee shall have the right but not the obligation to assume its own defense; it being understood that the Indemnitee's right to indemnification for a Third-Party Claim shall not

be adversely affected by assuming the defense of such Third-Party Claim in such circumstance. If the Indemnitor elects not to defend the Indemnitee against a Third-Party Claim, the Indemnitee may not settle the Third-Party Claim without the prior written consent of the Indemnitor, which shall not be unreasonably withheld or delayed.

(i) The Indemnitee and the Indemnitor shall cooperate in order to ensure the proper and adequate defense of a Third-Party Claim, including by providing access to each other's relevant business records and other documents, and employees.

(j) If an Indemnitee wishes to make a claim for indemnification hereunder for a Loss that does not result from a Third-Party Claim (a "Direct Claim"), the Indemnitee shall notify the Indemnitor in writing of such Direct Claim, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Direct Claim).

(k) From and after the Closing, except in the event of actual (but not constructive) common law fraud in respect of a misrepresentation by the Company of an Express Representation, the sole and exclusive remedies for any and all claims arising under or for breach of this Agreement shall be the remedies provided in Section 2.5, Section 8.10, and the rights of indemnification set forth in this Section 6.2, and no Person will have any other entitlement, remedy or recourse for such claims against any Contracting Party or any other Person (including with respect to any such claims arising under CERCLA, or any other environmental, health or safety matters), it being agreed that all such other remedies, entitlements and recourse for such claims are expressly waived and released by the Parties to the fullest extent permitted by Law. The provisions of this Section 6.2(k) and the limited remedies provided in Section 2.5, Section 6.2, and Section 8.10 were specifically bargained for by the Parties and were taken into account by them in arriving at the Enterprise Value and the terms and conditions of this Agreement. No Party shall be entitled to a rescission of this Agreement (or any related agreements) or any further indemnification rights or claims of any nature whatsoever, all of which are hereby expressly waived by the Parties to the fullest extent permitted under applicable Law. Notwithstanding the foregoing, nothing in this Section 6.2(k) is intended to or shall relieve or release any Person from its obligations under any other contract or other document to which such Person is expressly made a party that is delivered pursuant to this Agreement.

(l) Any amounts owing under Section 6.2(a) shall be satisfied solely from the then remaining balance of the Indemnity Holdback Amount. Any amounts owing under Section 6.2(b) shall be paid by Parent to the applicable Company Indemnified Party by wire transfer of immediately available funds within three calendar days after the final determination thereof. All indemnification payments under this Section 6.2 shall be deemed adjustments to the Final Purchase Price.

(m) On the first Business Day following the first anniversary of the Closing Date, the Stockholders' Representative and Parent shall deliver a joint written instruction to the Escrow Agent to release to the Stockholders and the Warrantholders an aggregate amount equal to (x) the then-remaining balance of the Indemnity Holdback Amount, minus (y) the aggregate amount of all Losses specified in any then-unresolved good faith claims for indemnification made in accordance with this Agreement prior to such date. Such aggregate amount shall be

allocated among the Stockholders and the Warrantholders as if such amount had been included in the Closing Merger Consideration and, as allocated, such amounts shall be paid to the accounts of the Stockholders and the Warrantholders as set forth in the Funds Flow.

(n) From and after the Closing, Olympus Growth Fund IV, L.P. shall control the defense of, and indemnify Parent Indemnified Parties for any Losses incurred by Parent Indemnified Parties resulting from, any claim made by any Stockholder or Warrantholder in respect of the payment of the Control Premium hereunder.

ARTICLE VII

TERMINATION

Section 7.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned, at any time prior to the Effective Time:

(a) by mutual written consent of the Company, the Stockholders' Representative and Parent;

(b) by either Parent, on the one hand, or the Company or the Stockholders' Representative, on the other hand, if:

(i) any applicable Law is in effect making the consummation of the transactions contemplated hereby illegal or any Order is in effect preventing the consummation of the transactions contemplated hereby; provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not be available to any Party whose breach of any representation, warranty, covenant or agreement of this Agreement results in or causes such Order or other action; or

(ii) the Effective Time shall not have occurred on or prior to the date that is seventy-five (75) calendar days following the date of this Agreement (the "End Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(b)(ii) shall not be available to any Party that is then in material breach of any of its representations, warranties, covenants or agreements under this Agreement;

(c) by the Company or the Stockholders' Representative, if Parent or Merger Sub breaches in any material respect any of its representations or warranties contained in this Agreement or breaches or fails to perform in any material respect any of its covenants contained in this Agreement, which breach or failure to perform (i) would render a condition precedent to the Company's obligations to consummate the transactions contemplated hereby set forth in Section 2.8(a) or Section 2.8(c) not capable of being satisfied, and (ii) after the giving of written notice of such breach or failure to perform to Parent by the Company, cannot be cured or has not been cured by the earlier of the End Date and ten Business Days after the delivery of such notice; provided, however, that the right to terminate this Agreement under this Section 7.1(c) shall not be available to the Company or the Stockholders' Representative, if the Company is then in material breach of any representation, warranty, covenant or agreement contained in this Agreement;

(d) by Parent, if the Company breaches in any material respect any of its representations or warranties contained in this Agreement or breaches or fails to perform in any material respect any of its covenants contained in this Agreement, which breach or failure to perform (i) would render a condition precedent to Parent's obligations to consummate the transactions contemplated hereby set forth in Section 2.8(a) or Section 2.8(b) not capable of being satisfied, and (ii) after the giving of written notice of such breach or failure to perform to the Company and the Stockholders' Representative by Parent, cannot be cured or has not been cured by the earlier of the End Date and ten Business Days after the delivery of such notice; provided, however, that the right to terminate this Agreement under this Section 7.1(d) shall not be available to Parent if Parent is then in material breach of any representation, warranty, covenant or agreement contained in this Agreement; or

(e) by the Company or the Stockholders' Representative, if: (i) all of the conditions to Closing set forth in Section 2.8(a) and Section 2.8(b) were satisfied or waived as of the date the Closing should have been consummated pursuant to the terms of this Agreement (other than those conditions that by their terms are to be satisfied at the Closing and could have been satisfied or would have been waived assuming a Closing would occur), (ii) the Company has notified Parent that the Company is ready, willing and able to consummate the transactions contemplated by this Agreement, and (iii) Parent fails to complete the Closing within two Business Days after the delivery of such notification.

Section 7.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 7.1, this Agreement shall become void and have no effect, and there shall be no liability hereunder on the part of Parent, Merger Sub, the Company or the Stockholders' Representative, except that Article I, Section 5.2, Section 5.6, Section 5.7, Article VIII and this Section 7.2 shall survive any termination of this Agreement; provided, however, no such termination shall relieve any Party from any liability arising out of or incurred as a result of its breach in any material respect of the terms of this Agreement prior to such termination (which shall not be limited to reimbursement of expenses or out-of-pocket costs, and may include the benefit of the bargain lost by the Company's direct or indirect equity holders taking into consideration all relevant matters, including other opportunities and the time value of money), arising out of such Party's breach of any provision of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Extension; Waiver. Subject to the express limitations herein, at any time prior to the Effective Time, the Stockholders' Representative may (a) extend the time for the performance of any of the obligations or other acts of Parent or Merger Sub, or (b) waive Parent or Merger Sub's compliance with any of the agreements or conditions or any inaccuracies or breaches in their representations and warranties contained herein, and Parent may (x) extend the time for the performance of any of the obligations or other acts of the Company, or (y) waive the Company's compliance with any of the agreements or conditions or any inaccuracies or breaches in its representations and warranties contained herein. Any agreement on the part of any Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed by such Party. No failure or delay on the part of any Party in the exercise of any

right hereunder shall impair such right or be construed as a waiver of, or acquiescence in, any inaccuracy or breach of any representation, warranty, covenant or agreement contained herein, and no single or partial exercise of any such right shall preclude other or further exercise thereof or of any other right.

Section 8.2 Notices. Except as otherwise provided herein, all notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email (in the case of email, with copies by overnight courier service or registered mail) to the respective Parties as follows (or, in each case, as otherwise notified by any of the Parties) and shall be effective and deemed to have been given (a) immediately when sent by email between 9:00 a.m. and 6:00 p.m. Eastern Time on any Business Day (and when sent outside of such hours, at 9:00 a.m. Eastern Time on the next Business Day), and (b) when delivered by hand or overnight courier service or certified or registered mail on any Business Day:

(i) if, prior to the Closing, to the Company, at:

c/o Woodcraft Industries, Inc.
525 Lincoln Avenue Southeast
St. Cloud, Minnesota 56304

Attention:	Dan C. Miller
Tel:	(320) 252-1503
Email:	dcmiller@woodcraftind.com
Fax:	(320) 252-1504

with copies (which shall not constitute notice) to:

Olympus Partners
Metro Center
One Station Place
Stamford, Connecticut 06902

Attention:	David Cardenas
	David Haddad
Email:	dcardenas@OlympusPartners.com
	dhaddad@OlympusPartners.com

and

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654

Attention:	John Schoenfeld, P.C.
	Benjamin P. Clinger, P.C.
Email:	john.schoenfeld@kirkland.com
	benjamin.clinger@kirkland.com

(ii) if to the Stockholders' Representative, to:

Olympus Partners
Metro Center
One Station Place
Stamford, Connecticut 06902
Attention: David Cardenas
David Haddad
Email: dcardenas@OlympusPartners.com
dhaddad@OlympusPartners.com

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

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: John Schoenfeld, P.C.
Benjamin P. Clinger, P.C.
Email: john.schoenfeld@kirkland.com
benjamin.clinger@kirkland.com

(iii) if to any of Parent, Merger Sub, or, after the Closing, the Surviving Corporation, at:

Quanex Building Products Corporation
1800 West Loop South, Suite 1500
Houston, Texas 77027
Attention: Chief Financial Officer
General Counsel
Fax: 713.513.5891

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

Gardere Wynne Sewell LLP
1000 Louisiana, Suite 2000
Houston, TX 77002-5011
Attention: Eric Blumrosen
Greg Meeks
Email: eblumrosen@gardere.com
gmeeks@gardere.com

or to such other Person or address as any Party shall specify by notice in writing in accordance with this Section 8.2 to each of the other Parties.

Section 8.3 Entire Agreement. This Agreement, together with the Exhibits and Annexes hereto and the Schedules, contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral and written, with respect thereto, other than the Confidentiality Agreement. The

representations and warranties made by the Company in Article III are the exclusive representations and warranties made by the Company and the Company hereby disclaims any other express or implied representations or warranties.

Section 8.4 Non-Recourse. All claims, obligations, liabilities or causes of action (whether in contract or in tort, in Law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement) and the transactions contemplated hereby, may be made, subject to Section 6.1, only against (and such representations and warranties are those solely of) Parent, Merger Sub and the Company (the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, Stockholder, Warrantholder, Affiliate, agent, attorney, Representative or assignee of, and any financial advisor or lender to, any Contracting Party, or any past, present or future director, officer, employee, incorporator, member, partner, manager, Stockholder, Warrantholder, Affiliate, agent, attorney, Representative or assignee of, and any financial advisor or lender to, any of the foregoing (collectively, the "Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in Law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, or in connection with this Agreement or the transactions contemplated hereby or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance or breach, and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action and obligations against any such Nonparty Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, except to the extent otherwise set forth in the Confidentiality Agreement, each Contracting Party disclaims any reliance upon any Nonparty Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Notwithstanding the foregoing, nothing in this Section 8.4 is intended to or shall relieve or release any Person from its obligations under any other contract or other document to which such Person is expressly made a party that is delivered pursuant to this Agreement.

Section 8.5 Binding Effect; Benefit; Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and, with respect to the provisions of Section 2.1, Section 5.5, Section 5.9(a) and Section 8.4 shall inure to the benefit of the Persons benefiting from the provisions thereof all of whom are intended to be third-party beneficiaries thereof. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of each of the other Parties; provided, however, that any Party may assign its rights under this Agreement to any of its Affiliates without prior written consent; provided, however, that any such assignment shall not relieve the assignor of any liability in connection with this Agreement. Any attempted assignment in violation of this Section 8.5 will be void.

Section 8.6 Amendment and Modification. This Agreement may not be amended or modified except by a written instrument executed by all Parties.

Section 8.7 Counterparts. This Agreement may be executed and delivered via fax or email in several counterparts.

Section 8.8 Applicable Law. THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF. THE STATE OR FEDERAL COURTS LOCATED WITHIN THE STATE OF DELAWARE SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN THE PARTIES HERETO, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY AND THE PARTIES HERETO CONSENT TO AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES HERETO HEREBY WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, (II) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (III) ANY ACTION OR OTHER PROCEEDING COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 8.2, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED

Section 8.9 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable term, provision, covenant or restriction or any portion thereof had never been contained herein. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

Section 8.10 Specific Enforcement. The Parties agree that irreparable damage would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached or threatened to be breached and that an award of money damages would be inadequate in such event. Accordingly, it is acknowledged that the Parties and the third party beneficiaries of this Agreement shall be entitled to equitable relief, without proof of actual damages, including an injunction or injunctions or Orders for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including any Order sought by a Party to cause any other Party to perform its agreements and covenants contained in this Agreement, in addition to any other

remedy to which they are entitled at Law or in equity as a remedy for any such breach or threatened breach). Each Party further agrees that no other Party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8.10 and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. Each Party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

Section 8.11 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, AND AGREES TO CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.12 Rules of Construction. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and have participated jointly in the drafting of this Agreement and, therefore, waive the application of any Law, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document. Exhibits and Schedules to this Agreement are attached hereto and by this reference incorporated herein for all purposes. Any reference in this Agreement to an “Article,” “Exhibit,” “Section,” “Schedule,” or “subsection” refers to the corresponding Article, Exhibit, Section, Schedule or subsection of or to this Agreement, unless expressly provided otherwise. The table of contents and the headings of Articles, Exhibits, Sections, or subsections of this Agreement are for convenience only, do not constitute any part of this Agreement and shall be disregarded in construing the language herein. All words used in this Agreement are to be construed to be of such gender or number as the circumstances and context require. The words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words “this Article,” “this Section” and “this subsection,” and words of similar import, refer only to the Article, Section or subsection hereof in which such words occur. The word “or” is exclusive, and the word “including” (in its various forms) means including without limitation. Where this Agreement states that a party “shall,” “will” or “must” perform in some manner or otherwise act or omit to act, it means the party is legally obligated to do so in accordance with this Agreement. Any reference to a statute is deemed also to refer to any amendments or successor legislation as in effect at the relevant time. Any reference to an agreement or other document as of a given date means the agreement or other document as amended, supplemented and modified from time to time through such date. All references to “$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided. For the avoidance of doubt, actual common law fraud does not include negligent misrepresentation or omission or knowledge of the fact that the Person making such representation or warranty does not have sufficient information to make the statement contained in the representation and warranty set forth herein, but which is nevertheless made as a matter of contractual risk allocation between the Parties.

Section 8.13 Schedules. Matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. To the extent any

such additional matters are included, they are included for informational purposes and do not necessarily include other matters of a similar nature. Headings and subheadings have been inserted in the Schedules for convenience of reference only and shall not have the effect of amending or changing the express description thereof as set forth in this Agreement. Disclosure of any fact or item in this Agreement or any Schedule referenced by a particular Section in this Agreement shall be deemed to have been disclosed with respect to every other Section in this Agreement to the extent that it is reasonably apparent from the face of such disclosure that such disclosure would apply to such other Sections. Neither the specification of any dollar amount in the representations and warranties contained in this Agreement nor the inclusion of any specific item in any Schedule is intended to imply that such amounts, higher or lower amounts, or the item so included or other items, are or are not material or are within or outside the ordinary course of business, and no Party shall use the fact of the setting forth of such amounts or the fact of the inclusion of any such item in any Schedule in any dispute or controversy between the Parties as to whether any obligation, item or matter is or is not required to be disclosed (including, whether such amounts or items are or are not material), or may constitute an event or condition which could be considered to have a Material Adverse Effect. No matter or item disclosed on a Schedule admitting or indicating a possible breach or violation of any contract or Law shall be construed as an admission or indication that an actual breach or violation exists, has actually occurred or will occur. The Parties do not assume any responsibility to any Person that is not a Party to this Agreement for the accuracy of any information set forth in the Schedules. Subject to applicable Law, the information on the Schedules is disclosed in confidence for the purposes contemplated in this Agreement and is subject to the confidentiality provisions of any other agreements, including the Confidentiality Agreement, entered into by the Parties or their Affiliates. Moreover, in disclosing the information in the Schedules, each Party expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed therein.

Section 8.14 Time of the Essence. Time is of the essence in this Agreement. If the date specified for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next date which is a Business Day.

Section 8.15 Stockholders' Representative.

(a) Pursuant to the Stockholders Approval dated on or about the date hereof, the Letters of Transmittal and the Warrant Termination Agreements, as applicable, the Stockholders and the Warrantholders have constituted, appointed and empowered effective from and after the date of such consent, Olympus Growth Fund IV, L.P. as the Stockholders' Representative, for the benefit of the Stockholders and the Warrantholders and the exclusive agent and attorney-in-fact to act on behalf of each Stockholder and Warrantholder, in connection with and to facilitate the consummation of the transactions contemplated hereby, which shall include the power and authority: (i) to negotiate, execute and deliver such waivers, consents and amendments under this Agreement and the consummation of the transactions contemplated hereby as the Stockholders' Representative, in its sole discretion, may deem necessary or

desirable; (ii) as the Stockholders' Representative, to enforce and protect the rights and interests of the Stockholders and the Warrantholders and to enforce and protect the rights and interests of such Persons arising out of or under or in any manner relating to this Agreement and the transactions provided for herein, as and to the extent applicable to them, and to take any and all actions which the Stockholders' Representative believes are necessary or appropriate under this Agreement for and on behalf of the Stockholders and the Warrantholders, including consenting to, compromising or settling any such claims, conducting negotiations with Parent, the Surviving Corporation and their respective Representatives regarding such claims, and, in connection therewith, to (A) assert any claim or institute any Action or investigation; (B) investigate, defend, contest or litigate any Action or investigation initiated by Parent, the Surviving Corporation or any other Person, or by any Governmental Entity against the Stockholders' Representative and/or any of the Stockholders or Warrantholders, and receive process on behalf of any or all Stockholders and Warrantholders in any such Action or investigation and compromise or settle on such terms as the Stockholders' Representative shall determine to be appropriate, and give receipts, releases and discharges with respect to, any such Action or investigation; (C) file any proofs of debt, claims and petitions as the Stockholders' Representative may deem advisable or necessary; (D) settle or compromise any claims asserted under this Agreement; and (E) file and prosecute appeals from any decision, judgment or award rendered in any such Action or investigation, it being understood that the Stockholders' Representative shall not have any obligation to take any such actions, and shall not have any liability for any failure to take any such actions; (iii) to waive or refrain from enforcing any right of the Stockholders or the Warrantholders arising out of or under or in any manner relating to this Agreement; provided, however, that such waiver is in writing signed by the Stockholders' Representative; (iv) to make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Stockholders' Representative, in its sole and absolute discretion, may consider necessary or proper or convenient in connection with or to carry out the transactions contemplated by this Agreement; (v) to engage outside counsel, accountants and other advisors and incur such other expenses on behalf of the Stockholders and the Warrantholders in connection with any matter arising under this Agreement; and (vi) to collect, hold and direct the disbursement of (if applicable under this Agreement) the Purchase Price Adjustment Holdback Amount, the Expense Holdback Amount, and the Indemnity Holdback Amount in accordance with the terms of this Agreement.

(b) The Stockholders' Representative shall be entitled to receive reimbursement from, and be indemnified by, the Stockholders and the Warrantholders for certain expenses, charges and liabilities as provided below. In connection with this Agreement, and in exercising or failing to exercise all or any of the powers conferred upon the Stockholders' Representative hereunder, (i) the Stockholders' Representative shall incur no responsibility whatsoever to any Stockholders or Warrantholders by reason of any act or omission performed or omitted hereunder, excepting only responsibility for any act or failure to act which represents willful misconduct, and (ii) the Stockholders' Representative shall be entitled to rely on the advice of counsel, public accountants or other independent experts experienced in the matter at issue, and any act or omission of the Stockholders' Representative pursuant to such advice shall in no event subject the Stockholders' Representative to liability to any Stockholders or Warrantholders. Each Stockholder and Warrantholder shall indemnify, severally and not jointly,

based on such Stockholder's and Warrantholder's pro rata share of Merger Consideration received by such Stockholder and Warrantholder, as applicable, the Stockholders' Representative against all losses, damages, liabilities, claims, obligations, costs and expenses, including reasonable attorneys', accountants' and other experts' fees and the amount of any judgment against them, of any nature whatsoever, arising out of or relating to any acts or omissions (including any breach) of the Stockholders' Representative hereunder. The foregoing indemnification shall not apply in the event of any Action which finally adjudicates the liability of the Stockholders' Representative hereunder for its willful misconduct. The Stockholders' Representative shall have the right to recover, at its sole discretion, from the Expense Holdback Amount, prior to any distribution to the Stockholders or the Warrantholders any amounts to which it is entitled pursuant to the expense reimbursement and indemnification provisions of this Section 8.15(b).

(c) All of the indemnities, immunities and powers granted to the Stockholders' Representative under this Agreement shall survive the Effective Time and/or any termination of this Agreement.

(d) Parent and the Surviving Corporation shall have the right to rely upon all actions taken or omitted to be taken by the Stockholders' Representative pursuant to this Agreement, all of which actions or omissions shall be legally binding upon the Stockholders and the Warrantholders.

(e) The grant of authority provided for herein (i) is coupled with an interest and shall be irrevocable and survive the death, incompetency, bankruptcy or liquidation of any Stockholder or Warrantholder and (ii) shall survive the consummation of the Merger, and any action taken by the Stockholders' Representative pursuant to the authority granted in this Agreement shall be effective and binding on each Stockholder and Warrantholder notwithstanding any contrary action of or direction from such Stockholder or Warrantholder, except for actions or omissions of the Stockholders' Representative constituting willful misconduct.

(f) Each of the Company, Merger Sub and Parent acknowledges and agrees that the Stockholders' Representative is a Party to this Agreement in such capacity solely to perform certain administrative functions in connection with the consummation of the transactions contemplated hereby. Accordingly, each of the Company, Merger Sub and Parent acknowledges and agrees that the Stockholders' Representative shall have no liability to, and shall not be liable for any losses of, any of the Company, Merger Sub or Parent in connection with any obligations of the Stockholders' Representative under this Agreement or otherwise in respect of this Agreement or the transactions contemplated hereby, except to the extent such losses shall be proven to be the direct result of willful misconduct by the Stockholders' Representative in connection with the performance of its obligations hereunder.

Section 8.16 Legal Representation. Parent and the Company hereby agree, on their own behalf and on behalf of the Surviving Corporation and their current and future directors, managers, equityholders, members, partners, officers, employees and Affiliates and each of their successors and assigns (all such Persons, the "Waiving Parties"), that Kirkland & Ellis LLP ("K&E") (or any successor thereto) may represent the Stockholders' Representative or

any of the other Stockholders, or any of their respective, direct or indirect, directors, managers, members, partners, officers, employees, equityholders or Affiliates thereof, in connection with any dispute, litigation, claim, proceeding or obligation arising out of or relating to this Agreement, any agreement entered into in connection herewith or the transactions contemplated hereby (any such representation, the "Post-Closing Representation") notwithstanding its representation (or any continued representation) of the Company or any subsidiary thereof, and each of Parent and the Company on behalf of itself and the Waiving Parties hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest or any objection arising therefrom or relating thereto. Parent and the Company each acknowledge that the foregoing provision applies whether or not K&E provides legal services to the Surviving Corporation or any subsidiary thereof after the Closing Date. Each of Parent and the Company, for itself and the Waiving Parties, hereby irrevocably acknowledges and agrees that all communications among K&E, the Company, any Company Subsidiary, the Stockholders' Representative and/or any Stockholder and/or any director, officer, manager, member, employee or representative of any of the foregoing made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or proceeding arising out of or relating to, this Agreement, any agreement entered into in connection herewith, the transactions contemplated hereby or any matter relating to any of the foregoing, are privileged communications and the attorney-client privilege and the expectation of client confidence belongs solely to the Stockholders' Representative, and shall be exclusively controlled thereby and shall not pass to or be claimed by Parent or the Surviving Corporation, and from and after the Closing none of Parent, the Surviving Corporation any subsidiary thereof or any other Person purporting to act on behalf thereof or any of the Waiving Parties, will seek to obtain the same by any process. Except as set forth in the next sentence, from and after the Closing, each of Parent and the Company, on behalf of itself and the Waiving Parties, waives and will not assert any attorney-client privilege with respect to any communication among K&E, the Company, any Company Subsidiary, the Stockholders' Representative or any Stockholders and/or any director, officer, manager, member, employee or representative of any of the foregoing occurring prior to the Closing in connection with any Post-Closing Representation. Notwithstanding the foregoing, in the event that a dispute arises between Parent, the Surviving Company, the Company or any Company Subsidiary and a third party other than a Party to this Agreement after the Closing, the Company may assert the attorney-client privilege to prevent disclosure of confidential communications by K&E, the Stockholders, the Stockholders' Representative, the Company or any Company Subsidiary to such third party; provided, however, that (i) the Company may not waive such privilege without the prior written consent of the Stockholders' Representative and (ii) neither the Stockholders' Representative nor any Stockholder may waive such privilege without the prior written consent of Parent.

* * * * *

Each of the Parties set forth below has executed this Agreement and Plan of Merger as of the date first above written.

WII HOLDING, INC.

By: /s/ Dale B. Herbst
Name: Dale B. Herbst
Title: Chief Executive Officer

QUANEX BUILDING PRODUCTS CORPORATION

By: /s/ William C. Griffiths
Name: William C. Griffiths
Title: Chairman, President and Chief Executive Officer

QWMS, INC.

By: /s/ William C. Griffiths
Name: William C. Griffiths
Title: President

Solely in its capacity as the Stockholders' Representative hereunder and for purposes of Section 2.3(l)(vi) and Section 6.2(n):

OLYMPUS GROWTH FUND IV, L.P.

By: OGP IV, LLC
Its: General Partner

By: /s/ L. David Cardenas
Name: L. David Cardenas
Title: Member

WELLS FARGO BANK, NATIONAL ASSOCIATION
1100 Abernathy Rd. Ste. 1600
Atlanta, Georgia 30328

WELLS FARGO SECURITIES, LLC
Duke Energy Center
550 South Tryon Street, 6th Floor
Charlotte, NC 28202

CONFIDENTIAL

August 30, 2015

Quanex Building Products Corporation
1800 West Loop South, Suite 1500
Houston, Texas 77027
Attention: Brent Korb, Chief Financial Officer

Re: Project Cumulus Commitment Letter
$100 Million Senior Secured ABL Facility
$310 Million Senior Secured Term Loan Facility

Ladies and Gentlemen:

You have advised Wells Fargo Bank, National Association ("Wells Fargo Bank") and Wells Fargo Securities, LLC ("Wells Fargo Securities" and, together with Wells Fargo Bank, the "Commitment Parties" or "we" or "us") that Quanex Building Products Corporation, a Delaware corporation (the "Company" or "you"), seeks financing to (a) fund the purchase price for the proposed acquisition (the "Acquisition") of all the equity interests of WII Holding, Inc., a Delaware corporation, and its subsidiaries (collectively, the "Acquired Company"), through a merger with a wholly owned domestic subsidiary of the Company (the "Merger Sub"), from the existing equity holders of the Acquired Company (collectively, the "Sellers") pursuant to the Acquisition Agreement (as defined on Annex C hereto), (b) refinance certain existing indebtedness of the Company and its subsidiaries (the "Refinancing"), (c) pay fees, commissions and expenses in connection with the Transactions (as defined below) and (d) finance ongoing working capital requirements and other general corporate purposes, all as more fully described in (i) the Summary of Terms and Conditions attached hereto as Annex A (the "ABL Term Sheet") and (ii) the Summary of Terms and Conditions attached hereto as Annex B (the "Term Loan Term Sheet" and, together with the ABL Term Sheet, the "Term Sheets"). This Commitment Letter (as defined below) describes the general terms and conditions for senior secured credit facilities of $410 million to be provided to the Company consisting of (1) an asset-based revolving credit facility of $100 million (the "ABL Facility") and (2) a term loan facility of $310 million (the "Term Loan Facility" and, collectively with the ABL Facility, the "Senior Credit Facilities").

As used herein, the term "Transactions" means, collectively, the Acquisition, the Refinancing, the negotiation, execution and delivery of the Financing Documents, the initial borrowings and other extensions of credit under the Senior Credit Facilities on the Closing Date (including the satisfaction of the conditions precedent thereto) and the payment of fees, commissions and expenses in connection with each of the foregoing. This letter, including the Term Sheets and the Conditions Annex attached hereto as Annex C (the "Conditions Annex"), is hereinafter referred to as the "Commitment Letter". The date on

which the Senior Credit Facilities are closed is referred to as the "Closing Date". Except as the context otherwise requires, references to the "Company and its subsidiaries" will include the Acquired Company and its subsidiaries after giving effect to the Acquisition.

1. Commitment. Upon the terms and subject to the conditions set forth in this Commitment Letter and in the Fee Letters (as defined below), Wells Fargo Bank is pleased to advise you of its commitment to provide to the Company 100% of the principal amount of the Senior Credit Facilities (the "Commitment").

2. Titles and Roles. It is agreed that (a) Wells Fargo Bank will act as the left bookrunner and left lead arranger (in such capacities, the "ABL Lead Arranger") in arranging and syndicating the ABL Facility, (b) Wells Fargo Securities will act as the left bookrunner and left lead arranger (in such capacities, the "Term Loan Lead Arranger" and, together with the ABL Lead Arranger, the "Lead Arrangers") in arranging and syndicating the Term Loan Facility, (c) Wells Fargo Bank will act as the sole administrative agent (in such capacity, the "ABL Administrative Agent") for the ABL Facility and (d) Wells Fargo Bank will act as the sole administrative agent (in such capacity, the "Term Loan Administrative Agent" and, together with the ABL Administrative Agent, the "Administrative Agents") for the Term Loan Facility. No additional agents, co-agents, arrangers or bookrunners will be appointed, no other titles will be awarded and no other compensation will be paid (other than compensation expressly contemplated by this Commitment Letter and the Fee Letters) unless you and we shall agree in writing. Notwithstanding the foregoing, on or prior to the date which is 10 business days after the date of this Commitment Letter, you will have the right to appoint one additional financial institution reasonably acceptable to the Lead Arrangers as joint lead arranger and joint bookrunner (any such joint lead arranger or joint bookrunner, an "Additional Commitment Party") in respect of one or both of the Senior Credit Facilities, with commitments and economics to be agreed between the Lead Arrangers and you; provided that (i) the economics shall be not greater than the commitments assumed, (ii) with respect to the ABL Facility, (A) the economics allocated to such Additional Commitment Party in respect of its Commitments under the ABL Facility shall not exceed the result of 0.78% multiplied by the amount of its Commitment in respect of the ABL Facility and (B) no more than 40% of the Commitment in respect of the ABL Facility may be allocated to such Additional Commitment Party; and (iii) the Commitment Parties on the date hereof shall have not less than 75% of the total economics for the Term Loan Facility set forth in the Lead Arranger Fee Letter (as defined below) on the Closing Date (it being further agreed that (A) to the extent you appoint an Additional Commitment Party or confer other titles in respect of the Term Loan Facility, the economics allocated to, and the amount of the Commitment of, the Commitment Parties in respect of the Term Loan Facility will be reduced ratably by the economics allocated to and the amount of the commitments of each such Additional Commitment Party, (B) to the extent you appoint an Additional Commitment Party or confer other titles in respect of the ABL Facility, the economics allocated to, and the amount of the Commitment of, the Commitment Parties in respect of the ABL Facility will be reduced by the economics allocated to and the amount of the commitments of each such Additional Commitment Party, (C) each of the parties hereto shall, upon request of you or the Lead Arrangers, execute a revised version of this Commitment Letter or an amendment or joinder hereto to reflect the commitment or commitments of any such Additional Commitment Party, (D) Wells Fargo Bank will have the "left" and "highest" placement in any and all marketing materials or other documentation used in connection with the ABL Facility and shall hold the leading role and responsibilities conventionally associated with such placement, including maintaining sole physical books for the ABL Facility, (E) Wells Fargo Securities will have the "left" and "highest" placement in any and all marketing materials or other documentation used in connection with the Term Loan Facility and shall hold the leading role and responsibilities conventionally associated with such placement, including maintaining sole physical books for the Term Loan Facility and (F) no such Additional Commitment Party will have rights in respect of the management of the syndication of the Senior Credit Facilities (including, without limitation, in respect of "market flex" rights under the Lead Arranger Fee Letter (as defined below), over which the Term Loan Lead Arranger will have sole control)).

3. Conditions to Commitment. The Commitment and undertakings of the Commitment Parties hereunder are subject solely to the satisfaction of the conditions precedent set forth in the Conditions Annex and, in the case of the ABL Facility, the additional conditions precedent set forth under the heading "Conditions to All Extensions of Credit" in the ABL Term Sheet.

Notwithstanding anything in this Commitment Letter, the Fee Letters, the Financing Documentation (as defined in the Conditions Annex) or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (a) the only representations the accuracy of which shall be a condition to the availability of the Senior Credit Facilities on the Closing Date shall be (i) such of the representations made by the Acquired Company, the Sellers or their respective subsidiaries or affiliates or with respect to the Acquired Company, its subsidiaries or its business in the Acquisition Agreement as are material to the interests of the banks, financial institutions and other entities, which have provided a commitment to any of the Senior Credit Facilities (such banks, financial institutions and other entities, including Wells Fargo Bank, the "Lenders"), but only to the extent that you or the Merger Sub have the right to terminate in their entirety your and its obligations under the Acquisition Agreement or otherwise decline to consummate the Acquisition as a result of a breach or inaccuracy of any such representations (in each case, determined without regard to any notice requirement) (the "Specified Acquisition Agreement Representations") and (ii) the Specified Representations (as defined below) and (b) the terms of the Financing Documentation shall be in a form such that they do not impair the availability of the Senior Credit Facilities on the Closing Date if the conditions set forth in or referred to in this Commitment Letter are satisfied (it being understood that, to the extent any security interest in any Collateral (as defined in the Term Sheets) (other than security interests that may be perfected by (x) the filing of a financing statement under the Uniform Commercial Code, (y) the delivery of certificates, if any, evidencing any of the equity securities of the Borrower and its domestic subsidiaries required to be pledged pursuant to the Term Sheets, other than such certificates as are pledged to and in the possession of secured parties holding indebtedness that is being fully repaid (and who are releasing and cancelling such pledges) on the Closing Date as contemplated in paragraph 5 of the Conditions Annex, and (z) the filing of short-form security agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable) is not or cannot be perfected on the Closing Date after your use of commercially reasonable efforts to do so, then the perfection of such security interests shall not constitute a condition precedent to the availability of the Senior Credit Facilities on the Closing Date, but instead shall be required to be perfected after the Closing Date pursuant to arrangements and timing to be mutually agreed by the Administrative Agents and the Company acting reasonably (but not to exceed 45 days (or, in the case of insurance endorsements, 15 business days) after the Closing Date, unless extended by the Administrative Agents)). For purposes hereof, "Specified Representations" means the representations and warranties set forth in the Financing Documentation relating to corporate existence of the Credit Parties (as defined in the Term Sheets); power and authority, due authorization, execution and delivery and enforceability, in each case, relating to the Credit Parties entering into and performance of the Financing Documentation; no conflicts with or consents under the Credit Parties' organizational documents or applicable law (as it relates to the entering into and performance of the Financing Documentation); solvency as of the Closing Date (after giving effect to the Transactions) of the Company and its subsidiaries on a consolidated basis; Federal Reserve margin regulations; the Investment Company Act; the Patriot Act, OFAC, FCPA and other anti-corruption laws and anti-terrorism laws; and creation, validity and, subject to the parenthetical in clause (b) of the immediately preceding sentence, perfection of security interests in the Collateral. This paragraph, and the provisions herein, shall be referred to as the "Limited Conditionality Provision".

4. Syndication.

(a) The Lead Arrangers intend and reserve the right, both prior to and after the Closing Date, to secure commitments for the Term Loan Facility from certain Lenders, which shall be reasonably acceptable to you, upon the terms and subject to the conditions set forth in this Commitment Letter. Until the earlier of (1) the date that a Successful Syndication (as defined in the Lead Arranger Fee Letter) is achieved and (2) the date that is 60 days following the Closing Date (the "Syndication Date"), you agree to, and will use commercially reasonable efforts to cause appropriate members of management of the Acquired Company to, assist us actively in achieving a syndication of the Senior Credit Facilities that is satisfactory to us and you. To assist us in our syndication efforts, you agree that you will, and will cause your representatives and advisors to, and will use commercially reasonable efforts to cause appropriate members of management of the Acquired Company and its representatives and advisors to, (i) provide promptly to the Commitment Parties upon request all information reasonably deemed necessary by the Lead Arrangers to assist the Lead Arrangers and each prospective Lender in their evaluation of the Transactions and to complete the syndication, (ii) make your senior management and (to the extent reasonable and practical) appropriate members of management of the Acquired Company available to prospective Lenders on reasonable prior notice and at reasonable times and places, (iii) host, with the Lead Arrangers, one or more meetings and/or calls with prospective Lenders at mutually agreed times and locations, (iv) assist, and cause your affiliates and advisors to assist, the Lead Arrangers in the preparation of one or more confidential information memoranda and other marketing materials in form and substance reasonably satisfactory to the Lead Arrangers to be used in connection with the syndication, (v) use commercially reasonable efforts to ensure that the syndication efforts of the Lead Arrangers benefit materially from the existing lending relationships of the Company and the Acquired Company, (vi) use commercially reasonable efforts to obtain, at the Company's expense, (A) a current public corporate rating from Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. ("S&P"), (B) a current public corporate family rating from Moody's Investors Service, Inc. ("Moody's") and (C) a current public rating with respect to the Term Loan Facility from each of S&P and Moody's, in each case, at least 20 days prior to the Closing Date and to participate actively in the process of securing such ratings, including having your senior management and (to the extent reasonable and practical) appropriate members of management of the Acquired Company meet with such rating agencies and (vii) your ensuring (and using your commercially reasonable efforts to cause the Acquired Company to ensure) that prior to the later of the Closing Date and Syndication Date there will be no competing issues, offerings, placements, arrangements or syndications of debt securities or commercial bank or other credit facilities by or on behalf of you or your subsidiaries or the Acquired Company and its subsidiaries, being offered, placed or arranged (other than the Senior Credit Facilities) without the written consent of the Lead Arrangers.

(b) The Lead Arrangers and/or one or more of their affiliates will exclusively manage all aspects of the syndication of the Senior Credit Facilities (in consultation with you), including decisions as to the selection and number of potential Lenders to be approached, when they will be approached, whose commitments will be accepted, any titles offered to the potential Lenders and the final allocations of the commitments and any related fees among the potential Lenders, and the Lead Arrangers will exclusively perform all functions and exercise all authority as is customarily performed and exercised in such capacities; provided that any Lender from which commitments have been accepted shall be reasonably acceptable to you. Notwithstanding the Lead Arrangers' right to syndicate the Senior Credit Facilities and receive commitments with respect thereto, unless otherwise agreed to by you, (i) Wells Fargo Bank shall not be relieved or released from its obligations hereunder (including its obligation to fund the Senior Credit Facilities on the Closing Date) in connection with any syndication, assignment or participation in the Senior Credit Facilities, including its Commitment, until the initial funding under the Senior Credit Facilities has occurred on the Closing Date, (ii) no assignment by Wells Fargo Bank shall become effective with respect to all or any portion of the Commitment until the initial funding of the Senior

Credit Facilities, (iii) unless you and we agree in writing, Wells Fargo Bank will retain exclusive control over all rights and obligations with respect to its Commitment in respect of the Senior Credit Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred and (iv) the Lead Arrangers will not syndicate to those competitors, banks, financial institutions and other institutional investors separately identified (by legal entity name) in writing by you to us prior to the date hereof. Without limiting your obligations to assist with the syndication efforts as set forth herein, it is understood that the Commitment hereunder is not conditioned upon the syndication of, or receipt of commitments in respect of, the Senior Credit Facilities and in no event shall the successful completion of the syndication of the Senior Credit Facilities constitute a condition to the availability of the Senior Credit Facilities on the Closing Date. You also agree to use your commercially reasonable efforts to, and to cause appropriate members of management of the Acquired Company to, assist the Lead Arrangers in obtaining field examinations and appraisals for the ABL Facility prior to the Closing Date.

5. Information.

(a) You represent and warrant (which, solely as they relate to matters with respect to the Acquired Company and its subsidiaries prior to the Closing Date, are made to your knowledge) that (i) all written information and written data (other than the Projections, as defined below, other forward-looking information and information of a general economic or general industry nature) concerning the Company, the Acquired Company and their respective subsidiaries and the Transactions that has been or will be made available to the Commitment Parties or the potential Lenders by you or any of your representatives, subsidiaries or affiliates (or on your or their behalf) (the "Information"), when taken as a whole, (x) is, and in the case of Information made available after the date hereof, will be, complete and correct in all material respects and (y) does not, and in the case of Information made available after the date hereof, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading and (ii) all financial projections concerning the Company, the Acquired Company and their respective subsidiaries, taking into account the consummation of the Transactions, that have been or will be made available to the Commitment Parties or the potential Lenders by you or any of your representatives, subsidiaries or affiliates (or on your or their behalf) (the "Projections") have been and will be prepared in good faith based upon assumptions believed by you to be reasonable at the time made available to the Commitment Parties or the potential Lenders, it being understood that such Projections are not to be viewed as facts and that actual results may vary materially from the Projections. You agree that if, at any time prior to the later of the Closing Date and the Syndication Date, you become aware that any of the representations and warranties contained in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information and the Projections so that such representations are correct in all material respects under those circumstances. We will be entitled to use and rely upon, without responsibility to verify independently, the Information and the Projections. You acknowledge that we may share with any of our affiliates (it being understood that such affiliates will be subject to the confidentiality agreements between you and us), and such affiliates may share with the Commitment Parties, any information related to you, the Acquired Company, or any of your or their subsidiaries or affiliates (including, without limitation, in each case, information relating to creditworthiness) and the Transactions.

(b) You acknowledge that (i) the Commitment Parties will make available, on your behalf, the Information, Projections and other marketing materials and presentations, including the confidential information memoranda (collectively, the "Informational Materials"), to the potential Lenders by posting the Informational Materials on SyndTrak Online or by other similar electronic means (collectively, the "Electronic Means") and (ii) certain prospective Lenders may be "public side" (i.e.,

lenders that have personnel that do not wish to receive material non-public information (within the meaning of the United States federal securities laws, "MNPI") with respect to the Company, the Acquired Company or their respective subsidiaries or affiliates or any of their respective securities, and who may be engaged in investment and other market-related activities with respect to such entities' securities (such prospective Lenders, "Public Lenders"). At the request of the Lead Arrangers, (A) you will assist, and cause your affiliates, advisors, and to the extent possible using commercially reasonable efforts, appropriate representatives of the Acquired Company to assist, the Lead Arrangers in the preparation of Informational Materials to be used in connection with the syndication of the Senior Credit Facilities to Public Lenders, which will not contain MNPI (the "Public Informational Materials"), (B) you will identify and conspicuously mark any Public Informational Materials "*PUBLIC*", and (C) you will identify and conspicuously mark any Informational Materials that include any MNPI as "*PRIVATE AND CONFIDENTIAL*". Notwithstanding the foregoing, you agree that the Commitment Parties may distribute the following documents to all prospective Lenders (including the Public Lenders) on your behalf, unless you advise the Commitment Parties in writing (including by email) within a reasonable time prior to their intended distributions that such material should not be distributed to Public Lenders: (w) administrative materials for prospective Lenders such as lender meeting invitations and funding and closing memoranda, (x) notifications of changes in the terms of the Senior Credit Facilities, (y) financial information regarding the Company, the Acquired Company and their respective subsidiaries (other than the Projections) and (z) other materials intended for prospective Lenders after the initial distribution of the Informational Materials, including drafts and final versions of the Term Sheets and the Financing Documentation. If you advise us in writing (including by email) that any of the foregoing items (other than the Financing Documentation) should not be distributed to Public Lenders, then the Commitment Parties will not distribute such materials to Public Lenders without further discussions with you. Before distribution of any Informational Materials to prospective Lenders, you shall provide us with a customary letter authorizing the dissemination of the Informational Materials and confirming the accuracy and completeness in all material respects of the information contained therein and, in the case of Public Informational Materials, confirming the absence of MNPI therefrom.

6. Indemnification. You agree to indemnify and hold harmless the Commitment Parties and each of their respective affiliates, directors, officers, employees, partners, representatives, advisors and agents and each of their respective heirs, successors and assigns (each, an "Indemnified Party") from and against any and all actions, suits, losses, claims, damages, penalties, liabilities and expenses of any kind or nature (including legal expenses), joint or several, to which such Indemnified Party may become subject or that may be incurred or asserted or awarded against such Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any matters contemplated by this Commitment Letter, the Transactions or any related transaction (including, without limitation, the execution and delivery of this Commitment Letter and the Financing Documentation and the closing of the Transactions) or (b) the use or the contemplated use of the proceeds of the Senior Credit Facilities, and will reimburse each Indemnified Party for all out-of-pocket expenses (including reasonable attorneys' fees, expenses and charges) on demand as they are incurred in connection with any of the foregoing; provided that no Indemnified Party will have any right to indemnification for any of the foregoing to the extent resulting from (i) such Indemnified Party's own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment, (ii) a claim brought by you against an Indemnified Party for material breach in bad faith of the funding obligations of such Indemnified Party under this Commitment Letter as determined by a court of competent jurisdiction in a final non-appealable judgment or (iii) any dispute solely among Indemnified Parties, other than any claims against any Commitment Party in its respective capacity or in fulfilling its role as an administrative agent or arranger or any similar role hereunder or under the Senior Credit Facilities, and other than any claims arising out of any act or omission on the part of you or your subsidiaries or affiliates. In the case of an investigation, litigation or proceeding to which the indemnity

in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equity holders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. You also agree that no Indemnified Party will have any liability (whether direct or indirect, in contract or tort, or otherwise) to you or your affiliates or to your or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent such liability to you is determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's own gross negligence or willful misconduct. No Indemnified Party will be liable for any indirect, consequential, special or punitive damages in connection with this Commitment Letter, the Fee Letters, the Financing Documentation or any other element of the Transactions. No Indemnified Party will be liable to you, your affiliates or any other person for any damages arising from the use by others of Informational Materials or other materials obtained by Electronic Means, except to the extent that your damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Party. You shall not, without the prior written consent of each Indemnified Party affected thereby, settle any threatened or pending claim or action that would give rise to the right of any Indemnified Party to claim indemnification hereunder unless such settlement (x) includes a full and unconditional release of all liabilities arising out of such claim or action against such Indemnified Party, (y) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of such Indemnified Party and (z) requires no action on the part of the Indemnified Party other than its consent.

7. Expenses. You agree to reimburse each of the Commitment Parties, from time to time on demand, for all reasonable out-of-pocket costs and expenses of the Commitment Parties, including, without limitation, reasonable legal fees and expenses, due diligence expenses, field exam, appraisal, audit, and consultant costs and expenses, search and filings fees and all printing, reproduction, document delivery, travel, CUSIP, SyndTrak, Markit ClearPar and communication costs, incurred in connection with the syndication and execution of the Senior Credit Facilities and the preparation, review, negotiation, execution, delivery and enforcement of this Commitment Letter, the Fee Letters, the Financing Documentation and any security arrangements in connection therewith regardless of whether the Closing Date occurs.

8. Fees. As consideration for the commitments and agreements of the Commitment Parties hereunder, you agree to cause to be paid the nonrefundable fees described in (a) the letter dated the date hereof among you and the Commitment Parties (the "Lead Arranger Fee Letter") and (b) the letter dated the date hereof among you, Wells Fargo Bank and Wells Fargo Securities (the "Wells Fargo Fee Letter" and, together with the Lead Arranger Fee Letter, the "Fee Letters"), in each case, on the terms and subject to the conditions set forth therein.

9. Confidentiality.

(a) This Commitment Letter and the Fee Letters (collectively, the "Commitment Documents") and the existence and contents hereof and thereof shall be confidential and may not be disclosed, directly or indirectly, by you in whole or in part to any person without our prior written consent, except for disclosure (i) of the Commitment Documents on a confidential basis to your directors, officers, employees, accountants, attorneys and other professional advisors who have been advised of their obligation to maintain the confidentiality of the Commitment Documents for the purpose of evaluating, negotiating or entering into the Transactions, (ii) as otherwise required by law (in which case, you agree, to the extent permitted by law, to inform us promptly in advance thereof), (iii) of the Commitment Documents on a confidential basis to the board of directors, officers and advisors of the Acquired Company in connection with their consideration of the Acquisition (provided that any

information relating to pricing (including in any "market flex" provisions that relate to pricing), fees and expenses has been redacted in a manner reasonably acceptable to us), (iv) this Commitment Letter, but not any Fee Letter, in any required filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges and (v) disclosure of the Term Sheets to any ratings agency in connection with the Transactions. In connection with any disclosure by you to any third party as set forth above (except as set forth in clause (ii) above), you shall notify such third party of the confidential nature of the Commitment Documents and instruct such person of their obligation to maintain the confidentiality of the Commitment Documents and the contents thereof. The Commitment Parties shall be permitted to use information related to the syndication and arrangement of the Senior Credit Facilities (including your name and company logo) in connection with obtaining a CUSIP number, marketing, press releases or other transactional announcements or updates provided to investor or trade publications, subject to confidentiality obligations or disclosure restrictions reasonably requested by you. Prior to the Closing Date, the Commitment Parties shall have the right to review and approve any public announcement or public filing made by you or your representatives relating to the Senior Credit Facilities or to any of the Commitment Parties in connection therewith, before any such announcement or filing is made (such approval not to be unreasonably withheld or delayed).

(b) The Commitment Parties shall use all confidential information provided to them by or on behalf of you or your affiliates in the course of the Transactions solely for the purposes of providing the services that are the subject of this Commitment Letter and shall treat all such information as confidential; provided that nothing herein shall prevent the Commitment Parities or their affiliates from disclosing any such information, (i) to any Lenders or participants or prospective Lenders or participants (provided that any such disclosure shall be made subject to the acknowledgment and acceptance by such Lender or participant or prospective Lender or participant that such information is being disseminated on a confidential basis (and they shall agree to be bound to substantially the same terms as are set forth in this paragraph or as are otherwise reasonably acceptable to you and the Lead Arrangers, including as agreed in any informational memoranda or other marketing materials) in accordance with the standard syndication processes of the Lead Arrangers or customary market standard for dissemination of such type of information), (ii) pursuant to the order of any court or administrative agency or in any judicial or administrative proceeding or as otherwise required by law or compulsory legal process (in which case the Commitment Parties shall use commercially reasonable efforts to promptly notify you, in advance, to the extent practicable and permitted by law), (iii) upon the request or demand of any regulatory authority having jurisdiction over such party (in which case the Commitment Parties shall use commercially reasonable efforts to, except with respect to any audit or examination conducted by bank accountants or any governmental regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent practicable and permitted by law), (iv) to their respective affiliates involved in the Transactions and their and their affiliates' respective directors, officers, employees, accountants, attorneys, agents and other professional advisors (collectively, "Representatives") on a need-to-know basis who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (v) to the extent that such information is independently developed by the Commitment Parties, so long as the Commitment Parties have not otherwise breached their confidentiality obligations hereunder and have not developed such information based on information received from a third party that to their knowledge has breached confidentiality obligations owing to you, (vi) to the extent any such information becomes publicly available other than by reason of disclosure by us in breach of this Commitment Letter, (vii) to the extent that such information is received by such party from a third party that is not to its knowledge subject to confidentiality obligations to you or your affiliates, (viii) for purposes of establishing a "due diligence" defense, (ix) in connection with the exercise of any remedies hereunder, any action or proceeding relating to this Commitment Letter, the Fee Letters or the enforcement of rights hereunder, or (x) with your prior written consent. The provisions of this paragraph with respect to the Commitment Parties shall automatically terminate on the earlier of (x) one year following the date of this Commitment Letter and (y) the execution of the

Financing Documentation (in which case, the confidentiality provisions in the Financing Documentation shall supersede the provisions of this paragraph). The terms of this paragraph shall supersede all prior confidentiality or non-disclosure agreements and understandings with the Commitment Parties relating the Transactions.

(c) The Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act"), each of them is required to obtain, verify and record information that identifies you and any additional Credit Parties, which information includes your and their respective names, addresses, tax identification numbers and other information that will allow the Commitment Parties and the other Lenders to identify you and such other parties in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for each of us and the Lenders.

10. Other Services.

(a) Nothing contained herein shall limit or preclude the Commitment Parties or any of their affiliates from carrying on any business with, providing banking or other financial services to, or from participating in any capacity, including as an equity investor, in any party whatsoever, including, without limitation, any competitor, supplier or customer of yours, the Acquired Company or any of your or their affiliates, or any other party that may have interests different than or adverse to such parties.

(b) You acknowledge that each of the Commitment Parties and their respective affiliates (the terms "*Commitment Party*" and "*Commitment Parties*" as used in this section being understood to include such affiliates) (i) may be providing debt financing, equity capital or other services (including financial advisory services) to other entities and persons with which you, the Acquired Company or your or their respective affiliates may have conflicting interests regarding the Transactions and otherwise, (ii) may act, without violation of its contractual obligations to you, as it deems appropriate with respect to such other entities or persons, and (iii) have no obligation in connection with the Transactions to use, or to furnish to you, the Acquired Company or your or their respective affiliates or subsidiaries, confidential information obtained from other entities or persons.

(c) In connection with all aspects of the Transactions, you acknowledge and agree that: (i) the Senior Credit Facilities and any related arranging or other services contemplated in this Commitment Letter constitute an arm's-length commercial transaction between you and your affiliates, on the one hand, and the Commitment Parties, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the Transactions, (ii) in connection with the process leading to the Transactions, each of the Commitment Parties is and has been acting solely as a principal and not as a financial advisor, agent or fiduciary, for you, the Acquired Company or any of your or their respective management, affiliates, equity holders, directors, officers, employees, creditors or any other party (except as otherwise agreed in writing by Wells Fargo Securities as financial advisor to you in connection with the Acquisition), (iii) no Commitment Party or any affiliate thereof has assumed or will assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to any of the Transactions or the process leading thereto (irrespective of whether any Commitment Party or any of its affiliates has advised or is currently advising you or your affiliates or the Acquired Company or its affiliates on other matters) and no Commitment Party has any obligation to you or your affiliates with respect to the Transactions except those obligations expressly set forth in the Commitment Documents (except as otherwise agreed in writing by Wells Fargo Securities as financial advisor to you in connection with the Acquisition), (iv) the Commitment Parties and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and those of your affiliates and no Commitment Party shall have any obligation to disclose any of such interests, and (v) except as otherwise agreed in writing by Wells Fargo Securities, as financial

advisor to you in connection with the Acquisition, no Commitment Party has provided any legal, accounting, regulatory or tax advice with respect to any of the Transactions and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against any Commitment Party or any of their respective affiliates with respect to any breach or alleged breach of agency, fiduciary duty or conflict of interest.

11. Acceptance/Expiration of Commitments.

(a) This Commitment Letter and the Commitment of Wells Fargo Bank and the undertakings of Wells Fargo Securities set forth herein shall automatically terminate at 11:59 p.m. (Eastern Time) on August 30 2015 (the "Acceptance Deadline"), without further action or notice unless signed counterparts of this Commitment Letter and the Fee Letters shall have been delivered to the Commitment Parties by such time.

(b) In the event this Commitment Letter is accepted by you as provided above, the Commitment and agreements of Wells Fargo Bank and the undertakings of Wells Fargo Securities set forth herein will automatically terminate without further action or notice upon the earliest to occur of (i) consummation of the Acquisition (with or without the use of the Senior Credit Facilities), (ii) termination of the Acquisition Agreement, (iii) the "End Date" (as defined in the Acquisition Agreement and as the same may be extended in accordance with the provisions thereof) and (iv) 5:00 p.m. (Eastern Time) on November 3, 2015, if the Closing Date shall not have occurred by such time.

12. Survival. The sections of this Commitment Documents relating to Indemnification, Expenses, Confidentiality, Other Services, Survival and Governing Law shall survive any termination or expiration of this Commitment Letter, the Commitment of Wells Fargo Bank or the undertakings of Wells Fargo Securities set forth herein (regardless of whether definitive Financing Documentation is executed and delivered), and the sections relating to Syndication and Information shall survive until the Syndication Date; provided that your obligations under this Commitment Letter (other than your obligations with respect to the sections of this Commitment Letter relating to Syndication, Information, Confidentiality, Other Services, Survival and Governing Law) shall, to the extent covered thereby, be superseded by the provisions of the Financing Documentation upon the initial funding thereunder.

13. Governing Law. **THE COMMITMENT DOCUMENTS, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED THERETO (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF OR THEREOF), SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REFERENCE TO ANY OTHER CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF; PROVIDED THAT, NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT ANY DETERMINATIONS AS TO (X) WHETHER ANY SPECIFIED ACQUISITION AGREEMENT REPRESENTATIONS HAVE BEEN BREACHED AND WHETHER AS A RESULT OF ANY BREACH THEREOF YOU HAVE THE RIGHT TO TERMINATE YOUR OBLIGATIONS UNDER THE ACQUISITION AGREEMENT OR TO OTHERWISE DECLINE TO CLOSE THE ACQUISITION, (Y) WHETHER AN "ACQUIRED COMPANY MATERIAL ADVERSE EFFECT" (AS DEFINED IN THE CONDITIONS ANNEX) HAS OCCURRED, AND (Z) THE DETERMINATION OF WHETHER THE ACQUISITION HAS BEEN CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THE ACQUISITION AGREEMENT SHALL, IN EACH CASE BE GOVERNED BY THE LAWS OF**

THE STATE OF DELAWARE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THE COMMITMENT DOCUMENTS OR THE PERFORMANCE OF SERVICES THEREUNDER. With respect to any suit, action or proceeding arising in respect of this Commitment Letter or the Fee Letters or any of the matters contemplated hereby or thereby, the parties hereto hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court located in the Borough of Manhattan, and irrevocably and unconditionally waive any objection to the laying of venue of such suit, action or proceeding brought in such court and any claim that such suit, action or proceeding has been brought in an inconvenient forum. The parties hereto hereby agree that service of any process, summons, notice or document by registered mail addressed to you or each of the Commitment Parties will be effective service of process against such party for any action or proceeding relating to any such dispute. A final judgment in any such action or proceeding may be enforced in any other courts with jurisdiction over you or each of the Commitment Parties.

14. Miscellaneous. This Commitment Documents embody the entire agreement among the Commitment Parties and you and your affiliates with respect to the specific matters set forth above and supersede all prior agreements and understandings relating to the subject matter hereof. No person has been authorized by any of the Commitment Parties to make any oral or written statements inconsistent with this Commitment Letter or the Fee Letters. This Commitment Letter and the Lead Arranger Fee Letter shall not be assignable by you without the prior written consent of the Commitment Parties, and any purported assignment without such consent shall be void. The Wells Fargo Fee Letter shall not be assignable by you without the prior written consent of Wells Fargo Bank and Wells Fargo Securities, and any purported assignment without such consent shall be void. The Commitment Documents are not intended to benefit or create any rights in favor of any person other than the parties hereto, the Lenders and, with respect to indemnification, each Indemnified Party. The Commitment Documents may be executed in separate counterparts and delivery of an executed signature page of the Commitment Documents by facsimile or electronic mail shall be effective as delivery of manually executed counterpart hereof; provided that, upon the request of any party hereto, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof. This Commitment Letter and the Lead Arranger Fee Letter may only be amended, modified or superseded by an agreement in writing signed by each of you and the Commitment Parties. The Wells Fargo Fee Letter may only be amended, modified or superseded by an agreement in writing signed by each of you, Wells Fargo Bank and Wells Fargo Securities.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Financing Documentation by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the commitments hereunder and the making of the initial extensions of credit under the Senior Credit Facilities on the Closing Date are subject to the applicable conditions precedent as expressly provided in Section 3 above and in Annex C hereto.

[Signature Pages Follow]

If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Commitment Letter and returning it to Wells Fargo Securities, together with executed counterparts of the Fee Letters, by no later than the Acceptance Deadline.

Sincerely,

WELLS FARGO BANK, NATIONAL ASSOCIATION, as ABL Lead Arranger, ABL Administrative Agent and a Commitment Party

By: /s/ Samantha Alexander
Name: Samantha Alexander
Title: Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Term Loan Administrative Agent and a Commitment Party

By: /s/ Warren Ross
Name: Warren Ross
Title: Senior Vice President

WELLS FARGO SECURITIES, LLC, as Term Loan Lead Arranger

By: /s/ Jonathan Temesgen
Name: Jonathan Temesgen
Title: Director

Agreed to and accepted as of the date first above written:

QUANEX BUILDING PRODUCTS CORPORATION

By: /s/ Brent L. Korb
Name: Brent L. Korb
Title: Senior Vice President-Finance and Chief Financial Officer

ANNEX A

PROJECT CUMULUS
$100 Million Senior Secured ABL Facility
$310 Million Senior Secured Term Loan Facility

ABL Facility Summary of Terms and Conditions

Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Commitment Letter to which this Annex A is attached

Borrowers:	Quanex Building Products Corporation, a Delaware corporation (the "Company"), WII Holding, Inc., a Delaware corporation ("Target"), and certain of their respective wholly-owned domestic subsidiaries that hold assets included in the Borrowing Base (as defined below) and which are mutually agreed by Company and the ABL Administrative Agent (as defined below) shall be co-borrowers with the Company and Target, with each being jointly and severally liable for all borrowings (each a "Borrower"; and collectively, jointly and severally, the "Borrowers").
Left ABL Lead Arranger and Left ABL Bookrunner:	Wells Fargo Bank, National Association will act as sole lead arranger and sole bookrunning manager (in such capacity, the "ABL Lead Arranger").
ABL Lenders:	Wells Fargo Bank, National Association and a syndicate of financial institutions and other entities (each an "ABL Lender" and, collectively, the "ABL Lenders").
ABL Administrative Agent:	Wells Fargo Bank, National Association (in such capacity, the "ABL Administrative Agent").
ABL Facility:	A senior secured asset-based revolving credit facility (the "ABL Facility") in an aggregate principal amount of $100.0 million (the "Maximum Amount" and, loans thereunder, the "ABL Loans"). The ABL Loans will be subject to availability as described under the heading "Availability" below.
Use of Proceeds:	ABL Loans will be permitted to be borrowed on the Closing Date; provided, that, after giving effect to all ABL Loans, Swingline Loans and Letters of Credit on the Closing Date, Excess Availability would be at least $50.0 million ("Excess Availability Requirement"). Subject to the conditions and other provisions of the ABL Documentation (as defined below), including satisfaction of the Excess Availability Requirement, ABL Loans, Swingline

	Loans and Letters of Credit will be available (a) on the Closing Date, to (i) finance the acquisition (the "Acquisition") of all the equity interests of WII Holding, Inc., a Delaware corporation, and its subsidiaries (collectively, the "Acquired Company"), through a merger with a wholly owned domestic subsidiary of Company, (ii) refinance certain existing indebtedness of the Borrowers and their subsidiaries (the "Refinancing") and (iii) finance the payment of fees and expenses incurred in connection with the Acquisition, the Refinancing and the Senior Credit Facilities and (b) after the Closing Date, (i) to finance working capital from time to time for the Borrowers and their respective subsidiaries, (ii) finance the payment of fees and expenses incurred in connection with the Acquisition, the Refinancing and the Senior Credit Facilities and (iii) for other general corporate purposes permitted under the Term Loan Facility and/or ABL Facility (including, without limitation, for acquisitions, capital expenditures, restricted payments, investments and payments with respect to debt obligations permitted under the ABL Facility). Amounts repaid under the ABL Facility may be reborrowed, subject to the terms and conditions of the ABL Documentation.
Closing Date:	The date on which the ABL Facility is closed (the "Closing Date").
Swingline Loans:	In connection with the ABL Facility, the ABL Administrative Agent (in such capacity, the "Swingline Lender") will make available to the Borrowers a swingline facility under which the Borrowers may make short-term borrowings ("Swingline Loans") upon same-day notice (in minimum amounts to be mutually agreed upon and integral multiples to be agreed upon) of up to $10.0 million. Except for purposes of calculating the commitment fee described below, any such Swingline Loans will reduce availability under the ABL Facility on a dollar-for-dollar basis. Upon notice from the Swingline Lender, the ABL Lenders will be unconditionally obligated to purchase participations in any Swingline Loans pro rata based upon their commitments under the ABL Facility. If any ABL Lender becomes a "defaulting Lender", then the swingline exposure of such defaulting Lender will automatically be reallocated among the non-defaulting ABL Lenders pro rata in accordance with their commitments under the ABL Facility up to an amount such that the revolving credit exposure of such non-defaulting ABL Lender does not exceed its commitments. In the event such reallocation does not fully cover the exposure of such

	defaulting ABL Lender, the Swingline Lender may require the Borrowers to repay such "uncovered" exposure in respect of the Swingline Loans and will have no obligation to make new Swingline Loans to the extent such Swingline Loans would exceed the commitments of the non-defaulting ABL Lenders.
Letters of Credit:	Up to $10.0 million of the ABL Facility will be available to the Borrower for the purpose of issuing letters of credit at the request of the Borrowers ("Letters of Credit") under the ABL Facility. Letters of Credit under the ABL Facility will be issued by the ABL Administrative Agent (the "Issuing Bank") on terms and conditions consistent with the ABL Documentation. Letters of Credit shall be available to be issued in U.S. dollars and such other currencies to which the ABL Administrative Agent, the ABL Lenders, and the applicable Issuing Bank may agree. Each Letter of Credit shall expire not later than the earlier of (a) 12 months after its date of issuance and (b) the fifth business day prior to the final maturity of the ABL Facility; provided that any Letter of Credit may provide for renewal thereof for additional periods of up to 12 months (which in no event shall extend beyond the date referred to in clause (b) above), except to the extent cash collateralized or otherwise backstopped pursuant to arrangements reasonably acceptable to the Issuing Bank. The face amount of any outstanding Letter of Credit (and, without duplication, any unpaid drawing in respect thereof) issued under the ABL Facility will reduce availability under the ABL Facility on a dollar-for-dollar basis including for purposes of calculating the commitment fee described below. The Letters of Credit will be subject to availability as described under the heading "Availability" below. The ABL Lenders will be irrevocably and unconditionally obligated to acquire participations in each Letter of Credit issued under the ABL Facility, pro rata in accordance with their commitments under the ABL Facility, and to fund such participations in the event the Borrowers do not reimburse the Issuing Bank for drawings as provided in the ABL Documentation. If any ABL Lender becomes a "defaulting Lender", then the ABL Facility Letter of Credit exposure of such defaulting ABL Lender will automatically be reallocated among the non-defaulting ABL Lenders pro rata in accordance with their commitments under the ABL Facility up to an amount such that the revolving credit exposure of such non-defaulting ABL Lender does not exceed its commitments. In the event that such reallocation does not fully cover the exposure of such defaulting ABL Lender, the Issuing

	Bank may require the Borrowers to cash collateralize such "uncovered" exposure in respect of each outstanding Letter of Credit and will have no obligation to issue new Letter of Credit, or to extend, renew or amend existing Letter of Credit to the extent Letter of Credit exposure would exceed the commitments of the non-defaulting Lenders, unless such "uncovered" exposure is cash collateralized to the Issuing Bank's reasonable satisfaction.
Availability:	The ABL Facility shall be available on a revolving basis during the period commencing on the Closing Date, subject to the limitations set forth under "Use of Proceeds" above, and ending on the ABL Maturity Date (as defined below). ABL Loans, Swingline Loans and Letters of Credit shall be available to the ABL Borrowers in U.S. dollars; provided that the aggregate amount of ABL Loans, Swingline Loans, unreimbursed Letter of Credit drawings, and Letters of Credit outstanding under the ABL Facility at any time (collectively, the "Total ABL Outstandings") shall not exceed an aggregate amount equal to the Line Cap (as defined below). "Line Cap" means the lesser of (i) the aggregate commitments under the ABL Facility and (ii) the then applicable Borrowing Base. "Excess Availability" at any time means the amount by which the then Line Cap exceeds the then Total ABL Outstandings. "Borrowing Base" shall mean the sum of (a) 85% of the amount of eligible accounts (to be defined) of the Borrowers, plus (b) the lesser of (i) 60% of the book value (calculated at the lower of cost or market) of each category of eligible inventory (to be defined) of the Borrowers (which determination may be made separately as to different categories of eligible inventory), and (ii) 85% times the net orderly liquidation value of each category of eligible inventory of the Borrowers (which determination may be made separately as to different categories of eligible inventory based upon the net orderly liquidation value applicable to such categories); minus (c) reserves as may be established from time to time by ABL Administrative Agent in its Permitted Discretion. "Permitted Discretion" means a determination made in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

	The eligibility criteria will include, among other criteria usual and customary for ABL Administrative Agent for facilities of this type, a concentration limitation on account debtors to be mutually agreed.
ABL Facility Increase:	From time to time after the Closing Date, the Borrowers will be entitled to request that the aggregate commitments under the ABL Facility be increased in an aggregate principal amount not to exceed $50.0 million (each, an "ABL Facility Increase"), in each case without the necessity of the consent of any ABL Lender not participating in such ABL Facility Increase; provided that (a) no default or event of default exists immediately prior to or after giving effect thereto, (b) the representations and warranties in the ABL Facility Documentation shall be true and correct in all material respects on and as of the date of any ABL Facility Increase (or if qualified by materiality or material adverse effect, in all respects); (c) the terms of each ABL Facility Increase shall be identical to the terms of the ABL Facility (other than as to customary arrangement or upfront commitment fees payable to ABL Lead Arranger or one of its affiliates or to one or more other arrangers or their affiliates for such additional commitments in respect of such ABL Facility Increase) and each ABL Facility Increase will be made as an increase in the aggregate commitment amount of the ABL Facility; (d) no ABL Lender will be required or otherwise obligated to provide any portion of such ABL Facility Increase; (e) Borrowers shall have paid such fees and other compensation to ABL Administrative Agent and to the ABL Lenders and/or the other financial institutions (as contemplated below) participating in the ABL Facility Increase as may be agreed; and (f) Borrowers shall deliver to ABL Administrative Agent (i) a certificate of each Loan Party dated as of the effective date of such ABL Facility Increase (the "Increase Effective Date") signed by a responsible officer of such Loan Party certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase; (ii) an opinion or opinions, in form and substance reasonably satisfactory to ABL Administrative Agent, from counsel to Borrowers reasonably satisfactory to ABL Administrative Agent and dated the Increase Effective Date, and (iii) such other instruments, documents and agreements as ABL Administrative Agent may have reasonably requested. A requested ABL Facility Increase may be assumed in whole or in part by one or more of the existing ABL Lenders and/or by one or more other financial institutions, as agreed by the Borrower and the ABL Administrative Agent. Such other financial institutions that provide any portion of an ABL Facility Increase that are not

	already ABL Lenders shall, subject to the consent of the ABL Administrative Agent, the Issuing Bank, the Swingline Lender and the Company (such consent not to be unreasonably withheld, conditioned or delayed), become ABL Lenders under the ABL Facility. In no event shall the fees, interest rate and other compensation offered or paid in respect of additional commitments or increase in commitments related to an ABL Facility Increase have higher rates than the amounts paid and payable to the then existing ABL Lenders in respect of their commitments, unless the fees, interest rate and other compensation payable to the then existing ABL Lenders in respect of their commitments are increased to the same as those paid in connection with the new or additional commitments, except for the initial fee payable in respect of the new or additional commitment of an ABL Lender that participates in an ABL Facility Increase and/or of another financial institution that participates in an ABL Facility Increase and, in connection therewith, becomes an ABL Lender as herein above contemplated.
Documentation:	The documentation for the ABL Facility will include, among other items, a credit agreement, guarantees, the Intercreditor Agreement (as defined below) and appropriate pledge, security, and other collateral documents (collectively, the "ABL Documentation"), all consistent with this ABL Term Sheet and Conditions and to contain only those conditions to borrowing, mandatory prepayment requirements, representations and warranties, affirmative and negative covenants, events of default and closing conditions expressly set forth in this ABL Term Sheet. The ABL Documentation will contain such other terms as are usual and customary for credit facilities of this type for comparably rated companies in a similar industry, consistent with the operational requirements of the Borrowers and their subsidiaries (including the Acquired Company and its subsidiaries) in light of their size, cash flow, industry business, business practices and operations, including customary financial definitions, basket sizes, exceptions and other modifications as shall be determined by the ABL Lead Arranger in light of prevailing market conditions on the Closing Date (collectively, "Documentation Principles").
Guarantors:	The obligations of (a) the Borrowers under the ABL Facility and (b) any Credit Party (as defined below) under any hedging or swap agreements and under any treasury management or bank product arrangements entered into between such Credit Party and any counterparty that is the ABL Administrative Agent (or an affiliate

	thereof) or an ABL Lender (or any affiliate thereof) at the time such hedging or swap agreement or treasury management or bank product arrangement is executed or in existence on the Closing Date, which, in each case, is not secured under the Term Loan Facility (collectively, the "Secured ABL Obligations") will be unconditionally guaranteed, on a joint and several basis, by the Borrowers and each existing and subsequently acquired or formed direct and indirect material domestic subsidiary of the Company (each a "Guarantor"; such guarantee being referred to as a "Guarantee"); provided that any subsidiary of the Company that is a borrower or guarantor under the Term Loan Facility shall become a Guarantor. All Guarantees shall be guarantees of payment and not of collection. The Borrowers and the Guarantors are herein referred to as the "Credit Parties". Appropriate exclusionary provisions will be included in the ABL Documentation with respect to Guarantors who do not qualify as "eligible contract participants" under the Commodity Exchange Act.
Security:	Subject to the Limited Conditionality Provision, the Secured ABL Obligations shall be secured by valid and perfected security interests in the following assets of the Credit Parties (in each case, subject to certain customary exceptions and excluding Excluded Assets (as defined below)): (a) a first priority (subject to exceptions to be agreed) perfected security interest in the following assets: all inventory; all accounts (as defined under the UCC), payment intangibles, and accounts receivable and other receivables (including credit card receivables, and other receivables, whether consisting of accounts receivables or general intangibles), and other rights to payment, all chattel paper; all general intangibles, contracts, documents of title and documents relating to any ABL Collateral (including payment intangibles, but excluding intellectual property); all contract rights under agreements relating to any ABL Collateral, including guarantees, letters of credit and other credit enhancements; all instruments, drafts, and promissory notes relating to ABL Collateral; all general intangibles (other than intellectual property and equity interests of any subsidiary of the Company) arising from, relating to, or constituting proceeds of ABL Collateral; all money, cash, checks, cash equivalents, deposit accounts and securities accounts and other funds or property on deposit therein (other than (i) any deposit account or securities account (or amount on deposit therein) established solely to hold, and

exclusively holding, solely identifiable proceeds of Term Collateral (as defined below) and (ii) any identifiable proceeds of Term Collateral); all investment property (other than intellectual property and equity interests of any subsidiary of the Company); all books, records and other property related to or referring to any of the foregoing, including books, records, account ledgers, data processing records, computer software and other property; all claims under policies of casualty insurance and all proceeds of casualty insurance, in each case, payable by reason of loss or damage to any ABL Collateral, and all claims under policies of business interruption insurance and all proceeds of casualty and business interruption insurance; all books, records, and documents evidencing, relating to, or referring to any of the ABL Collateral; all tax refunds (other than exceptions to be agreed with respect to tax refunds relating to the Term Collateral (as defined below)), extraordinary receipts constituting proceeds of judgments relating to ABL Collateral, indemnity payments in respect of ABL Collateral, and purchase price adjustments in connection ABL Collateral; all guaranties, contracts of suretyship, letters of credit, letter-of-credit rights, security and other credit enhancements, commercial tort claims, chattel paper, and supporting obligations, in each case, relating to ABL Collateral, and all substitutions, replacements, accessions, products, profits, and proceeds of the foregoing, in each case owned by the Credit Parties (collectively, the "ABL Collateral"); provided, that, any ABL Collateral that is or becomes branded, or produced through the use or other application of, any intellectual property shall constitute ABL Collateral, and no proceeds arising from any disposition of any such ABL Collateral shall be, or be deemed to be, attributable to Term Loan Collateral, and

(b) a second priority (subject to exceptions to be agreed) perfected security interest in the following assets: all personal property of the Credit Parties (other than ABL Collateral), including without limitation, (i) all intellectual property, (ii) a pledge of 100% of all equity interests of the subsidiaries directly held by each Credit Party, but limited in the case of equity interests of any first tier foreign subsidiaries to 65% of the voting equity interests and 100% of the non-voting equity interests of such first-tier foreign subsidiary, (iii) all equipment, (iv) all intercompany loans, and (v) all substitutions, replacements, accessions, products, profits, and proceeds of the foregoing (collectively, the "Term Collateral" and, together with the ABL Collateral, the "Collateral").

	Notwithstanding the foregoing, the following assets (the "Excluded Assets") will be excluded from the Collateral: (i) real property, (ii) in circumstances where the ABL Administrative Agent and the Borrowers agree the cost of obtaining a security interest in such assets are excessive in relation to the value afforded thereby, (iii) if the granting of a security interest in such asset would be prohibited by applicable law or by contractual obligation (giving effect to any anti-assignment laws), (iv) to the extent such asset constitutes an "intent to use" trademark applications, (v) any deposit account or securities account (or amounts on deposit therein) that (A) is established solely to hold, and exclusively holding, payroll, payroll or withholding taxes, or employee wage and benefit payments or (B) is established and maintained as other single purpose fiduciary deposit accounts (and exclusively holds such fiduciary amounts) and (vi) certain other assets to be agreed upon consistent with the Documentation Principles. All such security interests and liens will be created pursuant to, and will comply with, ABL Documentation reasonably satisfactory to the ABL Administrative Agent. The lien priority, relative rights and other secured creditors' rights issues in respect of the Term Loan Facility and the ABL Facility will be set forth in an intercreditor agreement (the "Intercreditor Agreement"), which shall be on terms customary for transactions and facilities of this type involving a crossing-lien collateral structure of this type and in form and substance reasonably acceptable to the Company, the ABL Administrative Agent and the Term Loan Administrative Agent.
Cash Management/Cash Dominion:	The Credit Parties shall deliver deposit account control agreements/securities account control agreements that will provide for springing cash dominion (and the ABL Documentation will permit ABL Agent to deliver notice to activate cash dominion thereunder during a Cash Dominion Period (as defined below)), in form and substance reasonably satisfactory to ABL Administrative Agent, among the applicable Credit Party, ABL Administrative Agent, Term Loan Administrative Agent, and the applicable bank or securities intermediary ("Control Agreements"), for each Credit Party's concentration accounts and other deposit accounts and securities accounts to be mutually determined within 90 days after the Closing Date, subject to extensions agreed to by the ABL

	Administrative Agent and subject to customary exceptions and thresholds and consistent with the ABL Documentation. During a Cash Dominion Period (as defined below) after the date that the applicable bank or securities intermediary receives written notification from ABL Administrative Agent, amounts in controlled accounts will be swept into a core concentration account maintained with the ABL Administrative Agent and remitted to the ABL Administrative Agent to be applied by the ABL Administrative Agent to repay outstanding ABL Loans, including Swingline Loans, unreimbursed Letter of Credit drawings and other obligations to the ABL Administrative Agent and the ABL Lenders, with the balance remaining to be applied in accordance with the ABL Documentation and the Intercreditor Agreement. The Credit Parties will direct their customers to remit all payments to deposit accounts that are the subject of Control Agreements. "Cash Dominion Period" means (a) the period from the date when Excess Availability shall have been less than the greater of (i) $12.5 million and (ii) 12.5% of the commitments with respect to the ABL Facility (the greater of clauses (i) and (ii), the "Cash Dominion Amount") for a period of five (5) consecutive Business Days to the date Excess Availability shall have been at least the Cash Dominion Amount for 30 consecutive calendar days (a "Liquidity Condition") or (b) upon the occurrence of any Event of Default, the period that such Event of Default shall be continuing. The ABL Administrative Agent shall be obligated to release cash dominion upon the termination of any Cash Dominion Period.
Final Maturity:	The final maturity of the ABL Facility will occur on the fifth anniversary of the Closing Date (the "ABL Maturity Date") and the commitments with respect to the ABL Facility will automatically terminate on such date.
Interest Rates and Fees:	Interest rates and fees in connection with the ABL Facility will be as specified on ***Schedule I*** attached hereto.
Mandatory Prepayments:	If at any time the Total ABL Outstandings exceed the Line Cap, then prepayments of ABL Loans (and/or the cash collateralization of Letters of Credit) shall be required in an amount equal to such excess. Additionally, Borrowers shall be required to repay the ABL Facility (first to ABL Loans, and then to cash collateralize Letters of Credit) by the amount of net cash proceeds of (subject to usual and customary exceptions, thresholds, and reinvestment, repair and replacement provisions, to be mutually agreed upon) dispositions, casualty events, and condemnation awards received

	by the Borrowers or their subsidiaries with respect to ABL Collateral. The above-described mandatory prepayments shall not reduce the aggregate amount of commitments under the ABL Facility and amounts prepaid may be reborrowed.
Optional Prepayments and Commitment Reductions:	ABL Loans under the ABL Facility may be prepaid and unused commitments under the ABL Facility may be reduced at any time, in whole or in part, at the option of the Company, upon notice and in minimum principal amounts and in multiples to be agreed upon, without premium or penalty, subject to LIBOR Rate breakage costs (in the case of a prepayment of LIBOR Rate borrowings other than on the last day of the relevant interest period). The above-described optional prepayments (which are not accompanied by commitment reductions) shall not reduce the aggregate amount of commitments under the ABL Facility and amounts prepaid (without a corresponding reduction in commitments under the ABL Facility) may be reborrowed in accordance with the terms of the ABL Documentation.
Conditions to Closing and Initial Extensions of Credit:	The Closing Date and the initial extensions of credit under the ABL Facility will be subject solely to the satisfaction of the conditions precedent (a) set forth in the Conditions Annex and (b) set forth in the "Conditions to All Extensions of Credit" section below.
Conditions to All Extensions of Credit:	Each extension of credit under the ABL Facility will be subject to satisfaction of the following conditions precedent: (a) delivery to ABL Administrative Agent of a customary borrowing notice, (b) before and after giving effect to such ABL Loan or Letter of Credit, the Total ABL Outstandings would not exceed the Line Cap, (c) all of the representations and warranties in the ABL Documentation shall be true and correct in all material respects (except to the extent that such representation and warranty is qualified by materiality) as of the date of such extension of credit (subject, on the Closing Date, to the Limited Conditionality Provision), (d) as to any extension of credit under the ABL Facility after the Closing Date, no Event of Default under the ABL Facility or unmatured default shall have occurred and be continuing or would result from such extension of credit, and (e) as a condition to the initial extensions of credit on the Closing Date, delivery to ABL Administrative Agent of a Borrowing Base certificate, in form and substance reasonably satisfactory to ABL Administrative Agent.
Representations and Warranties:	Limited to representations and warranties of the types described in the Term Loan Term Sheet under the heading "Representations and

	Warranties" with appropriate modifications (including to any relevant component definitions and to include accuracy of Borrowing Base certificates) to reflect the asset-based revolving loan facility status of the ABL Facility, and shall also include accuracy of borrowing base certificates, eligible accounts; eligible inventory; location of inventory; and inventory records, in each case, consistent with the Documentation Principles.
Affirmative Covenants:	Limited to affirmative covenants of the types described in the Term Loan Term Sheet under the heading "Affirmative Covenants" with appropriate modifications to reflect the asset-based revolving loan facility status of the ABL Facility (including to any relevant component definitions) and shall also include, without limitation: (a) lender meetings, inspection rights, and location of inventory, (b) the right of the ABL Administrative Agent and the ABL Lenders to conduct field exams and appraisals, (c) delivery of (i) monthly unaudited financial statements within 30 days of the end of each fiscal month after the Closing Date, (ii) officers' compliance certificates on a monthly, quarterly, and annual basis together with delivery of financial statements which, among other things, will include a calculation of whether the Credit Parties would have been in compliance with the Financial Covenant (as defined below), regardless of whether the Credit Parties are required to comply with the Financial Covenant at such time, (iii) monthly Borrowing Base certificates within 15 days after the end of each month and related collateral reports (subject to more frequent delivery (but not more frequently than weekly) as reasonably determined by the ABL Administrative Agent during a Reporting Period (as defined below), following the occurrence and during the continuance of an Event of Default, or in the event of a sale or other disposition of the ABL Collateral included in the Borrowing Base with a fair market value that is greater than a to be determined amount), reports regarding additions and reductions to the Borrowing Base and other collateral reports, and (iv) other information reasonably requested by the ABL Administrative Agent or the ABL Lenders, and (d) disclosure updates, in each case, consistent with the Documentation Principles. "Reporting Period" means (a) the period from the date Excess Availability shall have been less than the greater of (i) $15.0 million and (ii) 15% of the commitments with respect to the ABL Facility (the greater of clauses (i) and (ii), the "Reporting Amount") for a period of 5 consecutive business days to the date Excess Availability shall have been at least the Reporting Amount for 30 consecutive calendar days or (b) upon the occurrence of any Event of Default, the period that such Event of Default shall be continuing.

	In addition, the ABL Administrative Agent may conduct, in each case, at the expense of the Borrowers up to one (1) field examination and up to one (1) appraisal regarding the ABL Collateral during any calendar year; provided that (X) at any time during a calendar year in which Excess Availability is less than the Reporting Amount at any time during such one year period, the ABL Administrative Agent may conduct, in each case, at the expense of the Borrowers up to one (1) additional field examination and up to one (1) additional appraisal regarding the ABL Collateral during such calendar year, and (Y) at any time during the continuation of an Event of Default, field examinations, audits and appraisals may be conducted (at the expense of the Borrowers) as frequently as determined by the ABL Administrative Agent in its reasonable discretion.
Negative Covenants:	Limited to negative covenants of the types described in the Term Loan Term Sheet under the heading "Negative Covenants" (and shall also include limitations on consignments; and inventory with bailees and consistent with the Documentation Principles), except that (a) appropriate modifications (including to any relevant component definitions) will be made to reflect the asset-based revolving loan facility status of the ABL Facility, (b) the ABL Facility will include certain baskets and exceptions subject to "Payment Conditions" (as defined below) in lieu of other baskets under the Term Loan Facility, (c) the ABL Facility will not include "ratio-based" baskets, (d) the conditionality and size of exceptions permitting investments, restricted payments and restricted debt payments (which term shall exclude mandatory prepayments required under the Term Loan Documentation) shall be mutually agreed between the Company and the ABL Lead Arranger, (e) asset dispositions of ABL Collateral (other than certain sales or other dispositions of ABL Collateral arising in the ordinary course of business to be agreed) shall be subject to an Excess Availability test to be agreed and, if the disposition involves ABL Collateral with a value in excess of an amount to be agreed, no overadvance and delivery of updated pro forma Borrowing Base certificates prior to consummation thereof, (f) liens on ABL Collateral securing debt shall be required to be junior and subject to an acceptable intercreditor agreement, subject to exceptions to be agreed, (g) certain permitted indebtedness items will be contain conditionality around tenor, amortization, and mandatory prepayments, and (h) optional prepayments of the

	Term Loan Facility (including incremental and incremental equivalent debt) shall be subject to (i) no Event of Default before or after giving effect thereto and (ii) Excess Availability of not less than an amount to be agreed before and after giving effect thereto. "Payment Conditions" means, with respect to any investment, restricted debt payment (which term shall exclude mandatory prepayments required under the Term Loan Documentation), restricted payment, or other transaction, that (1) before and after giving effect thereto, no Event of Default or unmatured event of default is then continuing and (2) Excess Availability on a pro forma basis after giving effect to the transaction on the date of such transaction and on each day during the 30-consecutive day period immediately preceding such transaction (calculated on a pro forma basis to include the borrowing of any ABL Loan or issuance of any Letter of Credit in connection with the proposed transaction) would be equal to or greater than (x) if the Fixed Charge Coverage Ratio for the trailing 12 month period most recently ended for which financial statements are required to have been delivered to ABL Administrative Agent is greater than or equal to 1.10:1.00, the greater of 15% of the commitments with respect to the ABL Facility and $15.0 million and (y) if the Fixed Charge Coverage Ratio for the trailing 12 month period most recently ended for which financial statements are required to have been delivered to ABL Administrative Agent is less than 1.10:1.00, the greater of 17.5% of the commitments with respect to the ABL Facility and $17.5 million and (3) the Company has delivered to ABL Administrative Agent an officer's certificate certifying compliance with the conditions described in clauses (1) and (2) of this definition.
Financial Covenants:	Limited to a minimum Fixed Charge Coverage Ratio (to be defined) of 1.10:1.00 (the "Financial Covenant"). The Financial Covenant shall be tested on a trailing twelve month period basis on the last day of the most recent fiscal month for which financial statements were required to be delivered immediately prior to the commencement of a Covenant Trigger Period (as defined below) or occurring at any time during a Covenant Trigger Period. "Covenant Trigger Period" means the period (a) commencing on any day on which Excess Availability is less than the greater of (i) 12.5% of the commitments with respect to the ABL Facility and (ii) $12.5 million and (b) continuing until Excess Availability for each day over a 30 consecutive day period has been equal to or greater than the greater of (i) 12.5% of the commitments with respect to the ABL Facility and (ii) $12.5 million.

	The Financial Covenant will apply to the Company and its subsidiaries on a consolidated basis, with definitions, including the definition for EBITDA, to be mutually agreed upon; provided that EBITDA for the fiscal month periods ended prior to the Closing Date will be set at pro forma amounts to be mutually agreed.
Events of Default:	Same as the events of default of the types described in the Term Loan Term Sheet under the heading "Events of Default"; provided that (a) appropriate modifications (including to any relevant component definitions and grace periods) will be made to reflect the asset-based revolving loan facility status of the ABL Facility and (b) the ABL Facility will cross default to the Term Loan Facility.
Yield Protection and Increased Costs:	Customary for facilities of this type, including, without limitation, in respect of breakage or redeployment costs incurred in connection with prepayments, changes in capital adequacy and capital requirements or their interpretation (provided that (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a change in law, regardless of the date enacted, adopted, issued or implemented), illegality, unavailability, reserves without proration or offset and payments free and clear of withholding or other taxes.
Assignments and Participations:	(a) General: Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each ABL Lender will be permitted to make assignments in respect of the ABL Facility to eligible assignees in a minimum amount equal to $5 million. (b) Consents: The consent of the Company will be required for any assignment unless (i) an Event of Default has occurred and is continuing, or (ii) the assignment is to a Lender, an affiliate of a Lender or an Approved Fund (as such term shall be defined in the ABL Documentation); provided, that the Company shall be deemed to have consented to any such

assignment unless it shall object thereto by written notice to the ABL Administrative Agent within 5 business days after having received notice thereof. The consent of the ABL Administrative Agent will be required for any assignment to an entity that is not an ABL Lender, an affiliate of such ABL Lender or an Approved Fund. The consent of the Issuing Bank and the Swingline Lender will be required for any assignment. Participations will be permitted without the consent of the Company or the ABL Administrative Agent.

(c) No Assignment or Participation to Certain Persons. No assignment or participation may be made to natural persons, the Borrowers, or any of their respective affiliates or subsidiaries. No assignments may be made to any Defaulting Lender (to be defined in the ABL Documentation) or to any affiliate of a Defaulting Lender.

Required Lenders:	On any date of determination, those ABL Lenders who collectively hold more than 50% of the outstanding loans and unfunded commitments under the ABL Facility, or if the commitments under the ABL Facility have been terminated, those ABL Lenders who collectively hold more than 50% of the Total ABL Outstandings (the "Required Lenders"); provided, however, that if any ABL Lender shall be a Defaulting Lender (to be defined in the ABL Documentation) at such time, then the outstanding loans and unfunded commitments under the ABL Facility of such Defaulting Lender shall be excluded from the determination of Required Lenders.
Replacement of Lenders:	The ABL Documentation will contain customary provisions allowing the Borrowers to replace a Lender in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly affected thereby (so long as the Required Lenders consent), payments required to such Lender with respect to yield protection, increased costs, taxes, etc., and such Lender becoming a Defaulting Lender.
Amendments and Waivers:	Amendments and waivers of the provisions of the ABL Documentation will require the approval of the Required Lenders, except that (a) the consent of all ABL Lenders directly adversely affected thereby will be required with respect to (i) increases in the commitment of such ABL Lenders, (ii) reductions of principal, interest or fees or other amounts, (iii) extensions of scheduled

	maturities or times for payment and (iv) modifications of the pro rata payment or pro rata sharing provisions, (b) the consent of all ABL Lenders will be required with respect to (i) reductions in the voting percentages and (ii) releases of all or substantially all of the value of the Collateral or ABL Guarantees (other than in connection with transactions permitted pursuant to the ABL Documentation), (c) the consent of ABL Lenders holding 100% of the aggregate amount of loans, letters of credit and commitments under the ABL Facility shall be required with respect to (i) changes in any Borrowing Base (or the components thereof) that would make more credit available to the Borrowers thereunder, (ii) changes making the exclusion of certain Collateral less restrictive on the Credit Parties, (iii) changes to the definition of Excess Availability, or (iv) waivers of the conditions to making ABL Loans or issuing Letters of Credit; and (d) customary protections for the ABL Administrative Agent, the Swingline Lender and the Issuing Bank will be provided.
Indemnification:	The Credit Parties will indemnify the ABL Lead Arranger, the ABL Administrative Agent, each of the ABL Lenders and their respective affiliates, partners, directors, officers, agents and advisors (each, an "Indemnified Party") and hold them harmless from and against all liabilities, damages, claims, costs and expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel) relating to the Transactions or any transactions related thereto and the Borrower's use of the loan proceeds or the commitments; provided that no Indemnified Party will have any right to indemnification for any of the foregoing to the extent resulting from (i) such Indemnified Party's own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment, (ii) a material breach in bad faith of the funding obligations of such Indemnified Party under the Commitment Letter as determined by a court of competent jurisdiction in a final non-appealable judgment or (iii) any dispute solely among Indemnified Parties, other than any claims against any Indemnified Party in its respective capacity or in fulfilling its role as an administrative agent or arranger or any similar role under the ABL Facility, and other than any claims arising out of any act or omission on the part of any Borrower or its subsidiaries or affiliates. This indemnification shall survive and continue for the benefit of all such persons or entities.
Expenses:	The Borrowers shall pay (a) all reasonable out-of-pocket expenses (including, without limitation, reasonable fees and expenses of counsel) of the ABL Administrative Agent and the ABL Lead

	Arranger (promptly following written demand therefor) associated with the syndication of the ABL Facility and the preparation, negotiation, execution, delivery and administration of the ABL Documentation and any amendment or waiver with respect thereto, including the ABL Administrative Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP searches, the ABL Administrative Agent's customary fees and charges with respect to the disbursement of funds to or for the account of Borrowers, customary charges imposed or incurred by the ABL Administrative Agent resulting from the dishonor of checks payable by or to any Credit Party, field examination, appraisal, and valuation fees and expenses of the ABL Administrative Agent related to any field examinations, appraisals, or valuation; and (b) all reasonable out-of-pocket expenses (including, without limitation, reasonable fees and expenses of counsel) of the ABL Administrative Agent and each of the ABL Lenders promptly following written demand therefor in connection with the enforcement of the ABL Documentation or protection of rights thereunder.
Governing Law, Exclusive Jurisdiction and Forum:	The ABL Documentation will provide that each party thereto will submit to the exclusive jurisdiction and venue of the federal and state courts of the State and County of New York (except to the extent the ABL Administrative Agent or any ABL Lender requires submission to any other jurisdiction in connection with the exercise of any rights under any security document or the enforcement of any judgment). New York law will govern the ABL Documentation, except with respect to certain security documents where applicable local law is necessary for enforceability or perfection.
Waiver of Jury Trial and Punitive and Consequential Damages:	All parties to the ABL Documentation shall waive the right to trial by jury and the right to claim punitive or consequential damages.
Counsel for the ABL Lead Arranger and the ABL Administrative Agent:	Paul Hastings LLP.

SCHEDULE I

INTEREST AND FEES

Interest:	At the Borrowers' option, loans (other than Swingline Loans) will bear interest based on the Base Rate or LIBOR Rate, as described below:

A. Base Rate Option

Interest will be at the Base Rate plus the applicable Interest Margin (as described below). The "Base Rate" is defined as the highest of (a) the Federal Funds Rate, as published by the Federal Reserve Bank of New York, plus 1/2 of 1.0%, (b) the "prime rate" of the ABL Administrative Agent, as established from time to time at its principal U.S. office (which such rate is an index or base rate and will not necessarily be its lowest or best rate charged to its customers or other banks) and (c) the daily LIBOR Rate (as defined below) for a one month Interest Period (as defined below) plus 1.00%. Interest shall be payable quarterly in arrears on the first day of each calendar quarter and (i) with respect to Base Rate Loans based on the Federal Funds Rate and the LIBOR Rate, shall be calculated on the basis of the actual number of days elapsed in a year of 360 days and (ii) with respect to Base Rate Loans based on the prime commercial lending rate of the ABL Administrative Agent, shall be calculated on the basis of the actual number of days elapsed in a year of 365/366 days. Any loan bearing interest at the Base Rate is referred to herein as a "Base Rate Loan". Base Rate Loans will be made on one business day prior notice and will be in minimum amounts to be agreed upon.

B. LIBOR Option

Interest will be at the LIBOR Rate plus the applicable Interest Margin (as described below). The "LIBOR Rate" means the rate per annum as reported on Reuters Screen LIBOR01 page (or any successor page) 2 business days prior to the commencement of the requested interest period, for a term, and in an amount, comparable to the interest period and the amount of the LIBOR Rate Loan requested (whether as an initial LIBOR Rate Loan or as a continuation of a LIBOR Rate Loan or as a conversion of a Base Rate Loan to a LIBOR Rate Loan) by Borrowers in accordance with the ABL Documentation (and, if any such rate is below zero, the LIBOR Rate shall be deemed to be zero), which determination shall be made by the ABL Administrative Agent and shall be conclusive in the absence of manifest error. The LIBOR Rate shall be available for interest periods of 1, 2, 3 or 6 months. LIBOR Rate will be

	determined by the ABL Administrative Agent at the start of each interest period and, other than in the case of LIBOR Rate used in determining the Base Rate, will be fixed through such period. Interest at the LIBOR Rate will be paid on the last day of each interest period or, in the case of interest period longer than three months, paid in 3 month intervals after the commencement of the applicable interest period and on the last day of such interest period, and will be calculated on the basis of the actual number of days elapsed in a year of 360 days. LIBOR Rate will be adjusted for maximum statutory reserve requirements (if any). Any loan bearing interest at LIBOR Rate (other than a Base Rate Loan for which interest is determined by reference to LIBOR Rate) is referred to herein as a "LIBOR Rate Loan". LIBOR Rate Loans will be made on three business days' prior notice and, in each case, will be in minimum amounts to be agreed upon. Swingline Loans will bear interest at the Base Rate plus the applicable Interest Margin.
Default Interest:	(a) Automatically upon the occurrence and during the continuance of any payment event of default or upon a bankruptcy event of default of any Borrower or any other Credit Party or (b) at the election of the Required Lenders (or the ABL Administrative Agent at the direction of the Required Lenders), upon the occurrence and during the continuance of any other event of default, all outstanding principal, fees and other obligations under the ABL Facility shall bear interest at a rate per annum of 2% in excess of the rate then applicable to such loan (including the applicable Interest Margin), fee or other obligation and shall be payable on demand of the ABL Administrative Agent.
Interest Margins:	The initial applicable interest margins (the "Interest Margins") will be 1.50% for LIBOR Rate Loans and 0.50% for Base Rate Loans; provided that after the date that is the last day of the first full calendar quarter ending after the Closing Date, the Interest Margins with respect to the ABL Facility will be determined in accordance with the applicable Pricing Grid set forth below.
Commitment Fee:	(a) If average daily usage for a calendar quarter is greater than 50% of the aggregate commitments in respect of the ABL Facility, 0.25% per annum on the average daily undrawn portion (for this purpose, disregarding Swingline Loans as a utilization of the ABL Facility but including the exposure under undrawn letters of credit) of the commitments in respect of the ABL Facility and (b) if average daily usage for a calendar quarter is less than or equal to 50% of the aggregate commitments in respect of the ABL Facility, 0.375% per

	annum on the average daily undrawn portion (for this purpose, disregarding Swingline Loans as a utilization of the ABL Facility but including the exposure under undrawn letters of credit) of the commitments in respect of the ABL Facility. All commitment fees shall be payable quarterly in arrears on the first day of each calendar quarter after the Closing Date and upon the termination of the commitments, calculated based on the number of days elapsed in a 360-day year.
Letter of Credit Fees:	The Borrowers will pay to the ABL Administrative Agent, for the account of the ABL Lenders, letter of credit participation fees equal to a per annum rate equal to the Interest Margin for LIBOR Rate Loans under the ABL Facility, which fee will accrue on the undrawn amount of all outstanding Letters of Credit and be payable monthly in arrears. In addition, the Borrowers shall pay to the Issuing Bank, for its own account, (a) a fronting fee equal to a percentage per annum to be agreed upon not to exceed 0.125% per annum of the aggregate face amount of outstanding Letters of Credit, payable in arrears on the first business day of each month after the Closing Date and upon the termination of the ABL Facility, calculated based upon the actual number of days elapsed over a 360-day year, and (b) customary issuance and administration fees of the Issuing Bank.
Other Fees:	The ABL Lead Arranger and the ABL Administrative Agent will receive such other fees as will have been agreed in the fee letters between them and the Company.

Pricing Grid:

The applicable Interest Margins and the Commitment Fee with respect to the ABL Facility shall be based on the average Excess Availability pursuant to the following grid, which shall be recalculated on a quarterly basis based on the daily average of the average amount of Excess Availability for such preceding quarter:

Level	Average Excess Availability	Interest Margin for LIBOR Rate Loans	Interest Margin for Base Rate Loans
I	Greater than or equal to 66.7% of the commitments with respect to the ABL Facility	1.50%	0.50%
II	Greater than or equal to 33.3% of the commitments with respect to the ABL Facility but less than 66.7% of the commitments with respect to the ABL Facility	1.75%	0.75%
III	Less than 33.3% of the commitments with respect to the ABL Facility	2.00%	1.00%

ANNEX B

PROJECT CUMULUS
$100 Million Senior Secured ABL Facility
$310 Million Senior Secured Term Loan Facility

Term Loan Facility Summary of Terms and Conditions

Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Commitment Letter to which this Annex B is attached

Borrower:	Quanex Building Products Corporation, a Delaware corporation (the "Borrower").
Left Lead Arranger and Left Bookrunner:	Wells Fargo Securities, LLC (the "Term Loan Lead Arranger").
Lenders:	A syndicate of financial institutions and other entities (each a "Term Loan Lender" and, collectively, the "Term Loan Lenders").
Administrative Agent:	Wells Fargo Bank, National Association (in such capacity, the "Term Loan Administrative Agent").
Term Loan Facility:	Senior secured term loan facility (the "Term Loan Facility") in an aggregate principal amount of $310.0 million.
Use of Proceeds:	The proceeds of the Term Loan Facility will be used to (a) finance the acquisition (the "Acquisition") of all the equity interests of WII Holding, Inc., a Delaware corporation, and its subsidiaries (collectively, the "Acquired Company"), through a merger with a wholly owned domestic subsidiary of the Borrower, (b) refinance certain existing indebtedness of the Borrower and its subsidiaries (the "Refinancing") and (c) finance the payment of fees and expenses incurred in connection with the Acquisition, the Refinancing and the Senior Credit Facilities (collectively, the "Transactions"), and, with respect to proceeds remaining after satisfaction of the foregoing, to finance working capital from time to time for the Borrower and its subsidiaries and for other general corporate purposes permitted under the Term Loan Facility and/or ABL Facility.
Closing Date:	The date on which the Term Loan Facility is closed (the "Closing Date").
Availability:	The Term Loan Facility will be available only in a single draw of the full amount of the Term Loan Facility on the Closing Date.
Incremental Term Loans:	After the Closing Date, the Borrower will be permitted to incur increases in the Term Loan Facility and/or additional term loans under a new term facility that will be included in the Term Loan Facility (each, an "Incremental Term Loan"), in an aggregate

principal amount for all such Incremental Term Loans not to exceed $100.0 million plus an amount which, after giving pro forma effect to the incurrence of any such Incremental Term Loan, would not cause the Senior Secured Leverage Ratio (to be defined in the Term Loan Documentation (as defined below)) as of the most recently ended fiscal quarter for which financial statements are available to exceed 3.50 to 1.00; provided that (i) no default or event of default exists immediately prior to or after giving effect thereto (provided that, to the extent the proceeds of any Incremental Term Loans are to be used to consummate a permitted acquisition, this clause (i) shall be limited to no default or event of default at the time of the signing of the acquisition agreement with respect thereto), (ii) no Term Loan Lender will be required or otherwise obligated to provide any portion of such Incremental Term Loan, (iii) the maturity date of any such Incremental Term Loan shall be no earlier than the Term Loan Maturity Date (as defined below) and the weighted average life of such Incremental Term Loan shall be no shorter than the then remaining weighted average life of the Term Loan Facility, (iv) the interest rate margins and (subject to clause (iii)) amortization schedule applicable to any Incremental Term Loan shall be determined by the Borrower and the lenders thereunder; provided that in the event that the interest rate margins for any Incremental Term Loan (as determined by the Term Loan Administrative Agent) are higher than the interest rate margins for the Term Loan Facility (as determined by the Term Loan Administrative Agent) by more than 50 basis points, then the interest rate margins for the Term Loan Facility shall be increased to the extent necessary so that such interest rate margins are equal to the interest rate margins for such Incremental Term Loan *minus* 50 basis points; provided, further, that in determining the interest rate margins applicable to the Incremental Term Loan and the Term Loan Facility, (x) original issue discount ("OID") or upfront fees (which shall be deemed to constitute like amounts of OID, with OID being equated to interest based on assumed four-year life to maturity) payable by the Borrower to the Term Loan Lenders under the Term Loan Facility or any Incremental Term Loan in the initial primary syndication thereof shall be included and the effect of any and all interest rate floors shall be included and (y) customary arrangement or commitment fees payable to the Term Loan Lead Arranger (or its affiliates) in connection with the Term Loan Facility or to one or more arrangers (or their affiliates) of any Incremental Term Loan shall be excluded, (v) the representations and warranties in the Term Loan Documentation shall be true and correct in all material respects (or if qualified by materiality or material adverse effect, in all respects); provided that to the extent the proceeds of any Incremental Term Loans are to be used to consummate a permitted acquisition or similar investment, this condition shall be subject to customary "Sungard" limitations, (vi) the Incremental Term Loans shall share on a pro rata (or at the option of the lenders thereunder, less than pro rata) basis with prepayments of the Term Loan Facility and (vii) the

	other terms and documentation in respect of any Incremental Term Loans, to the extent not consistent with the Term Loan Facility, will be reasonably satisfactory to the Term Loan Administrative Agent, the Borrower and the lenders providing such Incremental Term Loans. Incremental Term Loans will have the same Guarantees from the Guarantors and will be secured on a pari passu basis by the same Collateral as the Term Loan Facility. The proceeds of any Incremental Term Loans may be used for general corporate purposes of the Borrower and its subsidiaries.
Documentation:	The documentation for the Term Loan Facility will include, among other items, a credit agreement, guarantees, the Intercreditor Agreement (as defined below) and appropriate pledge, security and other collateral documents (collectively, the "Term Loan Documentation"), all consistent with this Term Loan Term Sheet and to contain only those conditions to borrowing, mandatory prepayment requirements, representations and warranties, affirmative and negative covenants, events of default and closing conditions expressly set forth in this Term Loan Term Sheet. The Term Loan Documentation will contain such other terms as are usual and customary for credit facilities of this type for comparably rated companies in a similar industry, consistent with the operational requirements of the Borrower and its subsidiaries (including the Acquired Company and its subsidiaries) in light of their size, cash flow, industry business, business practices and operations, including customary financial definitions, basket sizes, exceptions and other modifications as shall be determined by the Term Loan Lead Arranger in light of prevailing market conditions on the Closing Date (collectively, the "Documentation Principles").
Guarantors:	The obligations of (a) the Borrower under the Term Loan Facility and (b) any Credit Party (as defined below) under any hedging or swap agreements and under any treasury management or bank product arrangements entered into between such Credit Party and any counterparty that is the Term Loan Administrative Agent (or any affiliate thereof) or a Term Loan Lender (or an affiliate thereof) at the time such hedging or swap agreement or treasury management or bank product arrangement is executed or in existence on the Closing Date, and which, in each case, is designated in writing by the Borrower to the Term Loan Administrative Agent as constituting Secured Term Loan Obligations and is not secured under the ABL Facility (collectively, the "Secured Term Loan Obligations") will be unconditionally guaranteed, on a joint and several basis, by the Borrower and each existing and subsequently acquired or formed direct and indirect material domestic subsidiary of the Borrower (each a "Guarantor"; such guarantee being referred to as a "Guarantee"); provided that any subsidiary of the Borrower that is a domestic borrower or guarantor under the ABL Facility shall

	become a Guarantor. All Guarantees shall be guarantees of payment and not of collection. The Borrower and the Guarantors are herein referred to as the "Credit Parties". Appropriate exclusionary provisions will be included in the Term Loan Facility Documentation with respect to Guarantors who do not qualify as "eligible contract participants" under the Commodity Exchange Act.
Security:	Subject to the Limited Conditionality Provision, the Secured Term Loan Obligations shall be secured by valid and perfected security interests in the following assets of the Credit Parties (in each case, subject to certain customary exceptions and excluding Excluded Assets (as defined below)): (a) a first priority (subject to exceptions to be agreed) perfected security interest in the following assets: all personal property of the Credit Parties (other than ABL Collateral (as defined below)), including without limitation, (i) all intellectual property, (ii) a pledge of 100% of all equity interests of the subsidiaries directly held by each Credit Party, but limited in the case of equity interests of any first tier foreign subsidiaries to 65% of the voting equity interests and 100% of the non-voting equity interests of such first-tier foreign subsidiary, (iii) all equipment, (iv) all intercompany loans and (v) all substitutions, replacements, accessions, products, profits, and proceeds of the foregoing (collectively, the "Term Collateral"), and (b) a second priority (subject to exceptions to be agreed) perfected security interest in the following assets: all inventory; all accounts (as defined under the UCC), payment intangibles and accounts receivable and other receivables (including credit card receivables, and other receivables, whether consisting of accounts receivables or general intangibles), and other rights to payment, all chattel paper; all general intangibles, contracts, documents of title and documents relating to any ABL Collateral (including payment intangibles, but excluding intellectual property); all contract rights under agreements relating to any ABL Collateral, including guarantees, letters of credit and other credit enhancements; all instruments, drafts, and promissory notes relating to ABL Collateral; all general intangibles (other than intellectual property and equity interests of any subsidiary of the Company) arising from, relating to, or constituting proceeds of ABL Collateral; all money, cash, checks, cash equivalents, deposit accounts and securities accounts and other funds or property on deposit therein (other than (i) any deposit account or securities account (or amount on deposit therein) established solely to hold, and exclusively holding, solely identifiable proceeds of Term Collateral and (ii) any identifiable proceeds of Term Collateral); all investment property (other than intellectual property and equity interests of any subsidiary of the Company); all books, records and other property related to

or referring to any of the foregoing, including books, records, account ledgers, data processing records, computer software and other property; all claims under policies of casualty insurance and all proceeds of casualty insurance, in each case, payable by reason of loss or damage to any ABL Collateral, and all claims under policies of business interruption insurance and all proceeds of casualty and business interruption insurance; all books, records, and documents evidencing, relating to, or referring to any of the ABL Collateral; all tax refunds (other than exceptions to be agreed with respect to tax refunds relating to the Term Collateral), extraordinary receipts constituting proceeds of judgments relating to ABL Collateral, indemnity payments in respect of ABL Collateral, and purchase price adjustments in connection ABL Collateral; all guaranties, contracts of suretyship, letters of credit, letter-of-credit rights, security and other credit enhancements, commercial tort claims, chattel paper, and supporting obligations, in each case, relating to ABL Collateral, and all substitutions, replacements, accessions, products, profits, and proceeds of the foregoing, in each case owned by the Credit Parties (collectively, the "ABL Collateral" and, together with the Term Collateral, the "Collateral"); provided, that, any ABL Collateral that is or becomes branded, or produced through the use or other application of, any intellectual property shall constitute ABL Collateral, and no proceeds arising from any disposition of any such ABL Collateral shall be, or be deemed to be, attributable to Term Loan Collateral.

Notwithstanding the foregoing, the following assets (the "Excluded Assets") will be excluded from the Collateral: (i) real property, (ii) in circumstances where the Term Loan Administrative Agent and the Borrower agree the cost of obtaining a security interest in such assets are excessive in relation to the value afforded thereby, (iii) if the granting of a security interest in such asset would be prohibited by applicable law or by contractual obligation (giving effect to any anti-assignment laws), (iv) to the extent such asset constitutes an "intent to use" trademark applications, (v) any deposit account or securities account (or amounts on deposit therein) that (A) is established solely to hold, and exclusively holding, payroll, payroll or withholding taxes, or employee wage and benefit payments or (B) is established and maintained as other single purpose fiduciary deposit accounts (and exclusively holds such fiduciary amounts) and (vi) certain other assets to be agreed upon consistent with the Documentation Principles.

All such security interests and liens will be created pursuant to, and will comply with, Term Loan Documentation reasonably satisfactory to the Term Loan Administrative Agent.

	The lien priority, relative rights and other secured creditors' rights issues in respect of the Term Loan Facility and the ABL Facility will be set forth in an intercreditor agreement (the "Intercreditor Agreement"), which shall be on terms customary for transactions and facilities of this type involving a crossing-lien collateral structure of this type and in form and substance reasonably acceptable to the Borrower, the Term Loan Administrative Agent and the ABL Administrative Agent.
Final Maturity:	The final maturity of the Term Loan Facility will occur on the 7th anniversary of the Closing Date (the "Term Loan Maturity Date").
Amortization:	The Term Loan Facility will amortize in equal quarterly installments equal to 0.25% of the initial principal amount of the Term Loan Facility on the Closing Date, with the remainder due on the Term Loan Maturity Date.
Interest Rates and Fees:	Interest rates and fees in connection with the Term Loan Facility will be as specified on ***Schedule I*** attached hereto.
Mandatory Prepayments:	Subject to the next paragraph, the Term Loan Facility will be required to be prepaid with: (a) 100% of the net cash proceeds of the issuance or incurrence of debt (other than any debt permitted to be issued or incurred pursuant to the terms of the Term Loan Documentation) by the Borrower or any of its subsidiaries; (b) 100% of the net cash proceeds of all non-ordinary course asset sales, insurance and condemnation recoveries and other non-ordinary course asset dispositions by the Borrower or any of its subsidiaries (other than assets subject to a first-priority lien securing the ABL Facility (so long as it is in effect) the proceeds of which are required to prepay loans or cash collateralize undrawn letters of credit under the ABL Facility and are used to prepay loans or cash collateralize undrawn letters of credit under the ABL Facility), subject to usual and customary exceptions, thresholds, and reinvestment, repair and replacement provisions to be mutually agreed upon; and **(c)** 50% of Excess Cash Flow (to be defined in the Term Loan Documentation), for each fiscal year of the Borrower (commencing with the fiscal year ending October 31, 2016) (subject to 100% credit for any voluntary prepayment of the loans under the Term Loan Facility) with step-downs to 25% and 0% at certain Total Leverage Ratio (to be defined in the Term Loan Documentation) levels to be mutually agreed upon and consistent with the Documentation Principles. All such mandatory prepayments will be applied to prepay outstanding loans under the Term Loan Facility and any Incremental

	Term Loans on a *pro rata* basis. All such mandatory prepayments of the Term Loan Facility and any Incremental Term Loans will be applied to the remaining scheduled amortization payments first, to the next four scheduled amortization payments in direct order and then, to the remaining scheduled amortization payments on a pro rata basis (including the bullet payment at maturity). Any Term Loan Lender may elect not to accept any mandatory prepayment and any prepayment amount declined by a Term Loan Lender may be retained by the Borrower.
Optional Prepayments and Commitment Reductions:	Loans under the Term Loan Facility may be prepaid at any time, in whole or in part, at the option of the Borrower, upon notice and in minimum principal amounts and in multiples to be agreed upon, without premium or penalty (except LIBOR Rate breakage costs and any premium described under the "Call Premium" section below). Any optional prepayment of the Term Loan Facility or any Incremental Term Loan Facility will be applied as directed by the Borrower.
Call Premium:	If, on or prior to the date that is 6 months after the Closing Date, a Repricing Transaction (as defined below) occurs, the Borrower will pay a premium (the "Call Premium") in an amount equal to 1.0% of the principal amount of loans under the Term Loan Facility subject to such Repricing Transaction (other than any Repricing Transaction made in connection with a change of control). As used herein, the term "Repricing Transaction" shall mean (a) any prepayment or repayment of loans under the Term Loan Facility with the proceeds of, or any conversion of loans under the Term Loan Facility into, any new or replacement bank indebtedness bearing interest with an "effective yield" (taking into account, for example, upfront fees, interest rate spreads, interest rate benchmark floors and OID) less than the "effective yield" applicable to the loans under the Term Loan Facility subject to such event (as such comparative yields are determined by the Term Loan Administrative Agent) and (b) any amendment to the Term Loan Documentation which reduces the "effective yield" applicable to all or a portion of the loans under the Term Loan Facility (it being understood that any prepayment premium with respect to a Repricing Transaction shall apply to any required assignment by a non-consenting Term Loan Lender in connection with any such amendment pursuant to so-called yank-a-bank provisions).
Conditions to Closing and Funding of Term Loan Facility:	The Closing Date and the funding of the Term Loan Facility will be subject solely to satisfaction of the conditions precedent set forth in the Conditions Annex.
Representations and Warranties:	Limited to the following (which will be applicable to the Borrower and its subsidiaries and be subject to materiality thresholds and

	exceptions to be mutually agreed and consistent with the Documentation Principles): organizational and legal status, financial statements; subsidiaries and capital structure; organizational power and authority; no default; no conflict with laws or material agreements; enforceability; absence of material litigation, environmental regulations and liabilities; ERISA; necessary consents and approvals; compliance with all applicable laws and regulations including, without limitation, Regulations T, U and X, the Investment Company Act and environmental laws; anti-corruption laws and sanctions (including the PATRIOT Act and OFAC); payment of taxes; ownership of properties; intellectual property; insurance; solvency; absence of any material adverse change; senior debt status; collateral matters including, without limitation, perfection and priority of liens; binding obligations; no encumbrances; location of chief executive office; organizational identification number; commercial tort claims; fraudulent transfer; leases; deposit accounts and securities accounts; indebtedness; governmental regulation; deposit accounts; labor matters; material contracts; and accuracy of disclosure.
Affirmative Covenants:	Limited to the following (which will be applicable to the Borrower and its subsidiaries and be subject to materiality thresholds and exceptions to be mutually agreed and consistent with the Documentation Principles): use of proceeds; payment of taxes; continuation of business and maintenance of existence and rights and privileges; maintenance of material contracts; necessary consents, approvals, licenses and permits; compliance with laws and regulations (including environmental laws and ERISA); anti-corruption laws and sanctions (including the PATRIOT Act and OFAC); maintenance of property and insurance (including hazard and business interruption insurance); maintenance of books and records; right of the Term Loan Administrative Agent and Term Loan Lenders to inspect property and books and records; notices of defaults, litigation and other material events; collateral reporting; financial reporting (including (a) annual audited and quarterly unaudited financial statements within 120 days of the end of each fiscal year and 45 days of the end of each of the first three fiscal quarters in each such fiscal year ending after the Closing Date and with annual financial statements to be accompanied by an unqualified opinion of an independent accounting firm (which opinion shall not contain any scope qualification or any going concern qualification) and (b) annual budget reports within 45 days after the end of each fiscal year); management letters; use of commercially reasonable efforts to maintain a public corporate credit rating from S&P and a public corporate family rating from Moody's, in each case with respect to the Borrower, and a public rating of the Term Loan Facility by each of S&P and Moody's; formation of subsidiaries; additional Guarantors and Collateral; other collateral matters; and further assurances (including, without limitation, with respect to security interests in after-acquired property).

Negative Covenants:	Limited to the following (which will be applicable to the Borrower and its subsidiaries and be subject to materiality thresholds and exceptions to be mutually agreed and consistent with the Documentation Principles): limitation on debt (including disqualified equity interests); limitation on liens (including a negative pledge on all real property); limitation on negative pledges; limitation on loans, advances, acquisitions and other investments; limitation on dividends, distributions, redemptions and repurchases of equity interests; limitation on fundamental changes and asset sales and other dispositions (including, without limitation, sale-leaseback transactions); limitation on amendments, prepayments, redemptions and purchases of subordinated and certain other debt (including material unsecured debt and junior lien debt); limitation on transactions with affiliates; limitation on dividend and other payment restrictions affecting subsidiaries; limitation on changes in line of business, fiscal year and accounting practices; limitation on amendment of organizational documents; use of proceeds. The Term Loan Documentation will permit modifications to the structure of the ABL Facility to include foreign borrowers on terms to be agreed.
Financial Covenants:	None.
Events of Default:	Limited to the following (which will be applicable to the Borrower and its subsidiaries and be subject to materiality thresholds, exceptions and cure periods to be mutually agreed and consistent with the Documentation Principles): non-payment of obligations; inaccuracy of representation or warranty; non-performance of covenants and obligations; default on other material debt (including hedging agreements); change of control; bankruptcy or insolvency; material impairment of security; ERISA; material judgments; limitation or termination of any Guarantee; actual or asserted invalidity or unenforceability of any Term Loan Documentation or liens securing obligations under the Term Loan Documentation; and restrainment against the conduct of all or a material portion of business affairs. The occurrence of an event of default under the ABL Facility shall not constitute an event of default under the Term Loan Facility until the earlier of (i) 30 days after such event of default, if such event of default is not cured or waived prior to the expiration of such 30-day period or (ii) the acceleration of the obligations under the ABL Facility and/or termination of the commitments under the ABL Facility as a result of such event of default.
Yield Protection and Increased Costs:	Customary for facilities of this type, including, without limitation, in respect of breakage or redeployment costs incurred in connection

	with prepayments, changes in capital adequacy and capital requirements or their interpretation (provided that (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a change in law, regardless of the date enacted, adopted, issued or implemented), illegality, unavailability, reserves without proration or offset and payments free and clear of withholding or other taxes.
Assignments and Participations:	(d) General: Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Term Loan Lender will be permitted to make assignments in respect of the Term Loan Facility and any Incremental Term Loan to eligible assignees in a minimum amount equal to $1 million. (e) Consents: The consent of the Borrower will be required for any assignment unless (i) an Event of Default has occurred and is continuing, or (ii) the assignment is to a Term Loan Lender, an affiliate of a Term Loan Lender or an Approved Fund (as such term shall be defined in the Term Loan Documentation); provided, that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Term Loan Administrative Agent within 5 business days after having received notice thereof. The consent of the Term Loan Administrative Agent will be required for any assignment to an entity that is not a Term Loan Lender, an affiliate of a Term Loan Lender or an Approved Fund. Participations will be permitted without the consent of the Borrower or the Term Loan Administrative Agent. (f) No Assignment or Participation to Certain Persons. No assignment or participation may be made to natural persons, the Borrower or any of its affiliates or subsidiaries. No assignments may be made to any Defaulting Lender (to be defined in the Term Loan Documentation) or to any affiliate of a Defaulting Lender.
Required Lenders:	On any date of determination, those Term Loan Lenders who collectively hold more than 50% of the outstanding loans (the "Required Lenders"); provided that if any Term Loan Lender shall be a Defaulting Lender at such time, then the outstanding loans of such Defaulting Lender shall be excluded from the determination of Required Lenders.

Replacement of Lenders:	The Term Loan Documentation will contain customary provisions allowing the Borrower to replace a Lender in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly affected thereby (so long as the Required Lenders consent), payments required to such Lender with respect to yield protection, increased costs, taxes, etc., and such Lender becoming a Defaulting Lender.
Amendments and Waivers:	Amendments and waivers of the provisions of the Term Loan Documentation will require the approval of the Required Lenders, except that (a) the consent of all Term Loan Lenders directly adversely affected thereby will be required with respect to (i) increases in the commitment of such Term Loan Lenders, (ii) reductions of principal, interest, fees or other amounts, (iii) extensions of scheduled maturities or times for payment, (iv) reductions in the voting percentages and (v) any pro rata sharing provisions, and (b) the consent of all Term Loan Lenders will be required with respect to releases of all or substantially all of the value of the Collateral or Guarantees (other than in connection with transactions permitted pursuant to the Term Loan Documentation).
Indemnification:	The Credit Parties will indemnify the Term Loan Lead Arranger, the Term Loan Administrative Agent, each of the Term Loan Lenders and their respective affiliates, partners, directors, officers, agents and advisors (each, an "Indemnified Party") and hold them harmless from and against all liabilities, damages, claims, costs and expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel) relating to the Transactions or any transactions related thereto and the Borrower's use of the loan proceeds or the commitments; provided that no Indemnified Party will have any right to indemnification for any of the foregoing to the extent resulting from (i) such Indemnified Party's own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment, (ii) a material breach in bad faith of the funding obligations of such Indemnified Party under the Commitment Letter as determined by a court of competent jurisdiction in a final non-appealable judgment or (iii) any dispute solely among Indemnified Parties, other than any claims against any Indemnified Party in its respective capacity or in fulfilling its role as an administrative agent or arranger or any similar role under the Term Loan Facility, and other than any claims arising out of any act or omission on the part of the Borrower or its subsidiaries or affiliates. This indemnification shall survive and continue for the benefit of all such persons or entities.
Expenses:	The Borrower shall pay (a) all reasonable out-of-pocket expenses (including, without limitation, reasonable fees and expenses of counsel) of the Term Loan Administrative Agent and the Term Loan Lead Arranger (promptly following written demand therefor) associated with the syndication of the Term Loan Facility and the

	preparation, negotiation, execution, delivery and administration of the Term Loan Documentation and any amendment or waiver with respect thereto and (b) all reasonable out-of-pocket expenses (including, without limitation, reasonable fees and expenses of counsel) of the Term Loan Administrative Agent and each of the Term Loan Lenders promptly following written demand therefor in connection with the enforcement of the Term Loan Documentation or protection of rights thereunder.
Governing Law; Exclusive Jurisdiction and Forum:	The Term Loan Documentation will provide that each party thereto will submit to the exclusive jurisdiction and venue of the federal and state courts of the State and County of New York (except to the extent the Term Loan Administrative Agent or any Term Loan Lender requires submission to any other jurisdiction in connection with the exercise of any rights under any security document or the enforcement of any judgment). New York law will govern the Term Loan Documentation, except with respect to certain security documents where applicable local law is necessary for enforceability or perfection.
Waiver of Jury Trial and Punitive and Consequential Damages:	All parties to the Term Loan Documentation shall waive the right to trial by jury and the right to claim punitive or consequential damages.
Counsel for the Term Loan Lead Arranger and the Term Loan Administrative Agent:	McGuireWoods LLP.

Schedule I

Interest and Fees

Interest:

At the Borrower's option, loans will bear interest based on the Base Rate or LIBOR Rate, as described below:

A. Base Rate Option

Interest will be at the Base Rate plus the applicable Interest Margin (as described below). The "Base Rate" is defined as the highest of (a) the Federal Funds Rate, as published by the Federal Reserve Bank of New York, plus 1/2 of 1.0%, (b) the "prime rate" of the Term Loan Administrative Agent, as established from time to time at its principal U.S. office (which such rate is an index or base rate and will not necessarily be its lowest or best rate charged to its customers or other banks) and (c) the daily LIBOR Rate (as defined below) for a one month Interest Period (as defined below) plus 1.0%. Interest shall be payable quarterly in arrears on the last day of each calendar quarter and (i) with respect to Base Rate Loans based on the Federal Funds Rate and the LIBOR Rate, shall be calculated on the basis of the actual number of days elapsed in a year of 360 days and (ii) with respect to Base Rate Loans based on the prime commercial lending rate of the Term Loan Administrative Agent, shall be calculated on the basis of the actual number of days elapsed in a year of 365/366 days. Any loan bearing interest at the Base Rate is referred to herein as a "Base Rate Loan".

Base Rate Loans will be made on same business day notice and will be in minimum amounts to be agreed upon.

B. LIBOR Option

Interest will be at the LIBOR Rate plus the applicable Interest Margin (as described below). The "LIBOR Rate" means the rate per annum as reported on Reuters Screen LIBOR01 page (or any successor page) 2 business days prior to the commencement of the requested interest period, for a term, and in an amount, comparable to the interest period and the amount of the LIBOR Rate Loan requested (whether as an initial LIBOR Rate Loan or as a continuation of a LIBOR Rate Loan or as a conversion of a Base Rate Loan to a LIBOR Rate Loan) by Borrowers in accordance with the Term Loan Documentation, which determination shall be made by the Term Loan Administrative Agent and shall be conclusive in the absence of manifest error. Notwithstanding the foregoing, in no event shall the LIBOR Rate be less than 1.0%. The LIBOR Rate shall be available for interest periods of 1, 2, 3 or 6 months. LIBOR Rate will be determined by the Term Loan Administrative Agent at the start of each interest period and, other than in the case of LIBOR Rate used in determining the Base Rate, will be fixed through such

	period. Interest at the LIBOR Rate will be paid on the last day of each interest period or, in the case of interest period longer than three months, paid in 3 month intervals after the commencement of the applicable interest period and on the last day of such interest period, and will be calculated on the basis of the actual number of days elapsed in a year of 360 days. LIBOR Rate will be adjusted for maximum statutory reserve requirements (if any). Any loan bearing interest at LIBOR Rate (other than a Base Rate Loan for which interest is determined by reference to LIBOR Rate) is referred to herein as a "LIBOR Rate Loan". LIBOR Rate Loans will be made on three business days' prior notice and, in each case, will be in minimum amounts to be agreed upon.
Default Interest:	(a) Automatically upon the occurrence and during the continuance of any payment event of default or upon a bankruptcy event of default of the Borrower or any other Credit Party or (b) at the election of the Required Lenders (or the Term Loan Administrative Agent at the direction of the Required Lenders), upon the occurrence and during the continuance of any other event of default, all outstanding principal, fees and other obligations under the Term Loan Facility shall bear interest at a rate per annum of 2% in excess of the rate then applicable to such loan (including the applicable Interest Margin), fee or other obligation and shall be payable on demand of the Term Loan Administrative Agent.
Interest Margins:	The applicable interest margins (the "Interest Margins") will be 4.25% for LIBOR Rate Loans and 3.25% for Base Rate Loans.
Other Fees:	The Term Loan Lead Arranger and the Term Loan Administrative Agent will receive such other fees as will have been agreed in the fee letters between them and the Borrower.

ANNEX C

PROJECT CUMULUS
$100 Million Senior Secured ABL Facility
$310 Million Senior Secured Term Loan Facility

Conditions Annex

Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Commitment Letter to which this Annex C is attached or in Annex A or Annex B to the Commitment Letter

Closing and the making of the initial extensions of credit under the Senior Credit Facilities will be subject solely to the satisfaction (or waiver by the Lead Arrangers) of the following conditions precedent:

1. Subject to the Limited Conditionality Provision, the ABL Documentation and the Term Loan Documentation (collectively, the "Financing Documentation"), which shall be consistent, in each case, with the Commitment Documents, will have been executed and delivered to the Lead Arrangers and the Administrative Agents and the Lead Arrangers shall have received customary and reasonably satisfactory legal opinions (including, without limitation, opinions of special counsel and local counsel as may be reasonably requested by the Administrative Agents), which shall expressly permit (subject to usual and customary qualifications) reliance by the successors and permitted assigns of each of the Administrative Agents and the Lenders, evidence of authorization, organizational documents, customary insurance certificates, good standing certificates (with respect to the applicable jurisdiction of incorporation or organization of each Credit Party) and customary officer's certificates.

2. Subject to the Limited Conditionality Provision, all documents and instruments necessary to establish that the Administrative Agents will have a perfected first priority security interest, or second priority security interest, as required pursuant to the Term Sheets (subject to liens permitted in the Financing Documentation), in the Collateral shall have been executed and delivered to the Administrative Agents and, if applicable, be in proper form for filing, and all searches necessary or desirable in connection with the security interests in and liens on the Collateral shall have been obtained (including UCC and other lien searches, intellectual property searches).

3. Since the date of the Acquisition Agreement (as defined below), there shall not have occurred any events that, individually or in the aggregate, have had or would be reasonably likely to have a Material Adverse Effect (as defined in the Acquisition Agreement).

4. The Lead Arrangers will have received a true and correct fully-executed copy of the Agreement and Plan of Merger dated as of August 30, 2015, by and among the Acquired Company, the Borrower, QWMS, Inc. and Olympus Growth Fund IV, L.P. (the "Acquisition Agreement") and all exhibits and schedules thereto. The Acquisition shall be consummated substantially concurrently with the initial funding of the Term Loan Facility and the initial extension of credit under the ABL Facility, on the terms described in the Term Sheets, in accordance in all material respects with the terms of the Acquisition Agreement without giving effect to any waiver, modification, update or consent thereunder that is materially adverse to the interests of the Lenders (as reasonably determined by the Lead Arrangers) without the prior written consent of the Lead Arrangers, it being understood that, without limitation, (a) any amendment, waiver or other modification that results in any decrease in the purchase price of 10% or less shall be materially adverse to the interests of the Lenders unless such decrease is applied to reduce the Term Loan Facility on a dollar-for-dollar basis and any decrease in the purchase price by more than 10% shall be materially adverse to the interests of the Lenders regardless of how such decrease is applied,

(b) any amendment, waiver or other modification that results in any increase in the purchase price by more than 5% shall be materially adverse to the interest of the Lenders and (c) any amendment, waiver or other modification of (i) the definition of "Material Adverse Effect" as set forth therein, (ii) the third party beneficiary rights applicable to the Lead Arrangers and the Lenders or (iii) the governing law, shall be materially adverse to the interests of the Lenders.

5. The Refinancing shall be consummated prior to or substantially concurrently with the initial funding of the Term Loan Facility and the initial extension of credit under the ABL Facility. On the Closing Date, after giving effect to the Transactions, neither the Company nor any of its subsidiaries (including the Acquired Company and its subsidiaries) shall have any outstanding indebtedness (other than (a) the Senior Credit Facilities and (b) other indebtedness that the Lead Arrangers and the Credit Parties agree may remain outstanding under the Financing Documentation) and the Administrative Agents shall have received customary payoff letters in connection therewith confirming that, upon receipt of a specified dollar amount on the Closing Date, all such other indebtedness will be fully repaid, and all commitments, if any, will be terminated and cancelled and including appropriate provisions for the termination and release of all liens securing such indebtedness.

6. The Lead Arrangers shall have received:

(a) with respect to the Company and its subsidiaries, (i) audited consolidated balance sheets and related consolidated statements of income, shareholder's equity and cash flows for the three most recently completed fiscal years ended at least 90 days prior to the Closing Date, (ii) unaudited consolidated balance sheets and related consolidated statements of income and cash flows for each interim fiscal quarter ended since the last audited financial statements and at least 45 days prior to the Closing Date and (iii) unaudited consolidated balance sheets and related consolidated statements of income and cash flows for each interim fiscal month ended since the last quarterly financial statements and at least 30 days prior to the Closing Date (the Lead Arrangers hereby acknowledging receipt of the following materials: (A) all items under clause (i) above, (B) items under clause (ii) above for the fiscal quarter ended April 30, 2015, and (C) items under clause (iii) above for the fiscal month ended June 30, 2015);

(b) with respect to the Acquired Company and its subsidiaries, (i) audited consolidated balance sheets and related consolidated statements of income, shareholder's equity and cash flows for the three most recently completed fiscal years ended at least 90 days prior to the Closing Date, (ii) unaudited consolidated balance sheets and related consolidated statements of income and cash flows for each interim fiscal quarter ended since the last audited financial statements and at least 45 days prior to the Closing Date, (iii) unaudited consolidated balance sheets and related consolidated statements of income and cash flows for each interim fiscal month ended since the last quarterly financial statements and at least 30 days prior to the Closing Date and (iv) any other third party financial due diligence reports (subject to executing any reasonable and customary non-reliance letters or confidentiality agreement requested by such third parties) and financial statements received by the Company and its subsidiaries in connection with the Acquisition or required to be delivered pursuant to the Acquisition Agreement (the Lead Arrangers hereby acknowledging receipt of the following materials: (A) all items under clause (i) above, (B) items under clause (ii) above for the fiscal quarter ended June 30, 2015 (excluding the statement of cash flows for such period), (C) items under clause (iii) above for the fiscal month ended June 30, 2015, and (D) all items under clause (iv) above);

(c) a pro forma consolidated balance sheet and related pro forma consolidated statements of income and cash flows of the Company and its subsidiaries for (i) the fiscal year most recently ended for which audited financial statements are provided and (ii) the

four-quarter period ending on the last day of the most recent fiscal quarter ending at least 45 days before the Closing Date, in each case prepared after giving pro forma effect to each element of the Transactions (in accordance with Regulation S-X under the Securities Act of 1933, as amended, and including other adjustments reasonably acceptable to the Lead Arrangers) as if the Transactions had occurred on the last day of such four quarter period (in the case of such balance sheet) or at the beginning of such period (in the case of such other financial statements);

(d) projections prepared by management of the Company of balance sheets, income statements and cashflow statements of the Company and its subsidiaries after giving effect to the Transactions, which will be quarterly for the first year after the Closing Date and annually thereafter for the term of the Senior Credit Facilities; and

(e) a certificate from the chief financial officer of the Company in the form of Exhibit A attached to this Annex C for each of the ABL Facility and the Term Loan Facility certifying that after giving pro forma effect to each element of the Transactions the Company and its subsidiaries (on a consolidated basis) are solvent.

7. The Lead Arrangers shall have received, at least 5 business days prior to the Closing Date, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act, that has been requested at least 10 business days prior to the Closing Date.

8. The Lead Arrangers shall have been afforded a period (the "Marketing Period") of at least 15 consecutive business days after the receipt of a customary confidential information memoranda (in form and substance reasonably satisfactory to the Lead Arrangers) to be used in connection with the syndication of the Senior Credit Facilities to close and to syndicate the Senior Credit Facilities; provided that (i) the Marketing Period shall commence no earlier than September 8, 2015 and (ii) the Marketing Period shall exclude October 12, 2015 and November 25, 26 and 27, 2015.

9. All fees and expenses due to the Lead Arrangers, the Administrative Agents and the Lenders required to be paid on the Closing Date (including the fees and expenses of counsel for the Lead Arrangers and the Administrative Agents) will have been paid.

10. The Specified Representations and the Specified Acquisition Agreement Representations will be true and correct in all material respects (or if qualified by materiality or material adverse effect, in all respects).

Exhibit A

FORM OF SOLVENCY CERTIFICATE

[●], 2015

This Solvency Certificate is being executed and delivered pursuant to Section [●] of that certain [Credit Agreement] dated as of [●], 2015 by and among, *inter alios*, Quanex Building Products Corporation, a Delaware corporation (the "Borrower"), the lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent (the "Credit Agreement"; the terms defined therein being used herein as therein defined).

I, [●], the Chief Financial Officer of the Borrower, hereby certify, solely in my capacity as Chief Financial Officer of the Borrower, and not individually or in my individual capacity, as follows:

1. I am generally familiar with the businesses, financial position, liabilities and assets of the Borrower and its Subsidiaries, on a consolidated basis, and am duly authorized to execute this Solvency Certificate on behalf of the Borrower pursuant to the Credit Agreement; and

2. As of the date hereof and after giving effect to the consummation of the Transactions, the incurrence of the indebtedness and obligations being incurred in connection with the Credit Agreement and the Transactions and the application of the proceeds of the indebtedness being incurred in connection with the Credit Agreement and the Transactions, that, (i) the sum of the indebtedness and other liabilities (including contingent liabilities) of the Borrower and its Subsidiaries, on a consolidated basis, does not exceed the fair value of the assets of the Borrower and its Subsidiaries, on a consolidated basis; (ii) the capital of the Borrower and its Subsidiaries, on a consolidated basis, is not unreasonably small in relation to the conducting of the business of the Borrower and its Subsidiaries, on a consolidated basis, as contemplated as of the date hereof; (iii) the present fair saleable value of the assets of the Borrower and its Subsidiaries, on a consolidated basis, is not less than the amount that will be required to pay the probable liabilities (including contingent liabilities) of the Borrower and its Subsidiaries, on a consolidated basis, on their debts as they become absolute and matured in the ordinary course of business; (iv) the Borrower and its Subsidiaries do not intend to incur, or believe that they will incur, on a consolidated basis debts or liabilities (including current obligations and contingent liabilities) beyond their ability to pay such debts and liabilities on a consolidated basis as they mature in the ordinary course of business; and (v) the Borrower and its Subsidiaries, on a consolidated basis, are able to pay their respective debts and liabilities, contingent liabilities and other commitments as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that would reasonably be expected to become an actual or matured liability.

The undersigned acknowledges that (a) in entering into the Credit Agreement, the Administrative Agent and the Lenders are entitled to rely and have, in fact, relied upon the information contained herein and (b) any successor or assign of the Administrative Agent or any Lender under the Credit Agreement is entitled to rely upon the information contained herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have executed and am delivering this Solvency Certificate solely in my capacity as Chief Financial Officer of the Borrower, and not individually or in my individual capacity, all as of the date first written above.

QUANEX BUILDING PRODUCTS CORPORATION

By: _____
Name: _____
Title: Chief Financial Officer

Exhibit 99.1

QUANEX BUILDING PRODUCTS AGREES TO ACQUIRE WOODCRAFT INDUSTRIES

– Timely and Highly-Complementary Expansion into $3B Kitchen and Bath Cabinet Component Market –

– Transaction Expected to be Accretive to 2016 EPS and EBITDA Margins –

– Adds $45M-$50M to Mid-Cycle EBITDA Guidance –

HOUSTON, TX, August 31, 2015 — Quanex Building Products Corporation (NYSE:NX) ("Quanex"), a leading supplier of window and door components, today announced that it has significantly broadened its product portfolio and service model by entering into an agreement to acquire Woodcraft Industries ("Woodcraft"), a premier supplier of doors and components to leading original equipment manufacturers ("OEMs") in the kitchen and bathroom cabinet industry. The all-cash transaction, which is expected to close in the 4th calendar quarter of 2015, is valued at approximately $248.5M and will be funded with a combination of cash on-hand, a new asset-based revolving credit facility and a new term loan, each of which will be entered into prior to the closing of the acquisition. Woodcraft is expected to add $240M in revenues at 13% EBITDA margins to Quanex's growing portfolio as a leading OEM component supplier in Building Products.

For more than 70 years, Woodcraft has been recognized as one of the largest and most prestigious providers of hardwood and engineered wood doors and components to prominent kitchen and bath cabinet manufacturers throughout North America. The company has a strong record of financial performance, including double-digit operating margins through the last downturn. Woodcraft's 13 production facilities and four distribution locations throughout the United States, Canada, and Mexico ensure industry-leading capabilities, responsiveness, and quality assurance for a broad range of products, including hardwood doors, hardwood components, engineered wood and drawer components.

The current management team, led by President Dale Herbst, will continue to operate Woodcraft from its St. Cloud, Minnesota headquarters as a wholly-owned subsidiary of Quanex, building upon its track record of profitable growth.

Bill Griffiths, Quanex's Chairman, President and Chief Executive Officer, stated, "Quanex's growth strategy is based, in part, on highly-complementary acquisitions that contribute proven technologies, products and enhanced scale. Woodcraft is an ideal strategic and financial fit in this regard. It is, first and foremost, a well-run company that adds $3B to our addressable market. Woodcraft's breadth of products and stellar customer relationships are unmatched in the industry and also represent uniquely positive and durable attributes. Woodcraft's business model is also very similar to our operations in that they serve large OEM customers. Finally, we expect the acquisition will deliver clear financial benefits to Quanex shareholders as we continue to prudently build the company for sustained profitability."

Mr. Griffiths concluded, "We welcome Woodcraft employees to the Quanex team and look forward to their contributions."

Mr. Herbst added, "Upon closing, the transaction will represent the best of both worlds: a continuation of Woodcraft's craftsmanship and unrelenting customer focus combined with

access to Quanex's resources in pursuit of new opportunities in the growing cabinet industry. More generally, it was important that we align with an organization that shares our values and that is committed to expanded opportunities for our employees and service excellence for our customers. Quanex is an ideal partner for us moving forward, and we look forward to a bright future together."

Wells Fargo Securities served as exclusive financial advisor and Gardere Wynne Sewell LLP served as legal counsel to Quanex Building Products in connection with the transaction.

Quanex has posted a presentation on its website, that provides a summary of the transaction's strategic rationale and financial benefits.

Forward Looking Statements

Statements that use the words "estimated," "expect," "could," "should," "believe," "will," "might," or similar words reflecting future expectations or beliefs are forward-looking statements. The forward-looking statements include, but are not limited to, the expected timing of the completion of the acquisition, the entry of the proposed debt agreements as contemplated and the availability of funds under those agreements, and continued success of the operations of Woodcraft. The statements set forth in this release are based on current expectations. Actual results or events may differ materially from this release.

Factors that could impact future results may include, without limitation, the risk that the parties may be unable to obtain governmental and regulatory approvals required for the transaction, or required governmental and regulatory approvals may delay the transaction or result in the imposition of conditions that are not favorable to Quanex or that could cause the parties to abandon the transaction; the risk that a condition to closing of the transaction may not be satisfied; the occurrence of any event, change, or other circumstances that could give rise to the termination of the Merger Agreement; the timing to consummate the transactions; the risk that the businesses will not be integrated successfully; the risk that the cost savings and any other synergies from the transactions may not be fully realized or may take longer to realize than expected; the effect of the announcement of the transaction on the retention of customers, employees, or suppliers; the diversion of management time on merger-related issues; general worldwide economic conditions and related uncertainties, including in the credit markets; increasing competition in the building materials industry; the complex and uncertain regulatory environment in which the parties operate; and other risks, uncertainties, and factors discussed or referred to in the "Risk Factors" section of Quanex's most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on December 12, 2014, or in Quanex's subsequent filings with the SEC, which filings are available online at www.sec.gov, www.quanex.com or on request to Quanex. Any forward-looking statements in this Current Report are made as of its filing date, and Quanex undertakes no obligation to update or revise any forward-looking statements to reflect new information or events.

Any forward-looking statements in this press release are made as of the date hereof, and Quanex undertakes no obligation to update or revise any forward-looking statements to reflect new information or events.

Any guidance provided in this release, including the estimated 2015 growth capital additions above, sets forth management's best estimate based on current and anticipated market conditions and other factors. While management believes that these estimates and assumptions are reasonable, they are inherently uncertain and are subject to, among other things, significant business, economic, regulatory, environmental and competitive risks and uncertainties that could cause actual results to differ materially from those that we anticipate, as set forth above.

Note on Non-GAAP Financial Measures: EBITDA (defined as net income or loss before interest, taxes, depreciation and amortization and other, net, as described in Quanex's filings with the Securities and Exchange Commission) is a non-GAAP financial measure that Quanex's management uses to measure its operational performance and assist with financial decision-making. EBITDA is a key metric used by management in determining the value of annual incentive awards for its employees. Quanex believes this non-GAAP measure provides a consistent basis for comparison between periods, and will assist investors in understanding our financial performance when comparing our results to other investment opportunities. EBITDA may not be the same as that used by other companies. While the Company considers EBITDA to be an important measure of operating performance, the company does not intend for this information to be considered in isolation or as a substitute for net income or other measures prepared in accordance with US GAAP. Due to the high variability and difficulty in predicting certain items that affect GAAP net income (including in respect of the impact of Woodcraft), information reconciling forward-looking EBITDA as presented to GAAP financial measures is unavailable to Quanex without unreasonable effort.

About Quanex Building Products

Quanex Building Products Corporation is headquartered in Houston, Texas with locations around the world. Its mission is, "to positively impact our customers, employees and shareholders and put them at the center of everything we do, through innovation, technology, best-in-class customer service and excellent returns." An industry-leading manufacturer of engineered materials and components for building products sold to Original Equipment Manufacturers (OEMs), Quanex designs and produces energy-efficient window and door products, systems and solutions.

Employing top talent, developing forward-thinking technologies and solutions with an emphasis on energy efficiency and aesthetics, continuous improvement and integrity remain the cornerstones of Quanex's business as it positions itself for future growth in the building products market with a special emphasis on supplying innovative new products to the fenestration industry.

For more information visit www.quanex.com.

Contact Information:

Financial Contact:
Marty Ketelaar
martin.ketelaar@quanex.com
713-877-5402

Media Contact:
Jonathan Morgan or
Jennifer Sanders
Perry Street Communications
jmorgan@perryst.com
jsanders@perryst.com
214-965-9955

Exhibit 99.2

Quanex Building Products
Acquisition of Woodcraft Industries

August 31, 2015

Safe Harbor

Forward Looking Statements

Statements made during this presentation that use the words "estimated," "expect," "could," "should," "believe," "will," "might," or similar words reflecting future expectations or beliefs are forward-looking statements. The forward-looking statements include, but are not limited to, the expected timing of the completion of the acquisition, the entry of the proposed debt agreements as contemplated and the availability of funds under those agreements, and continued success of the operations of Woodcraft. The statements set forth in this presentation are based on current expectations. Actual results or events may differ materially from this presentation.

Factors that could impact future results may include, without limitation, the risk that the parties may be unable to obtain governmental and regulatory approvals required for the transaction, or required governmental and regulatory approvals may delay the transaction or result in the imposition of conditions that are not favorable to Quanex or that could cause the parties to abandon the transaction; the risk that a condition to closing of the transaction may not be satisfied; the occurrence of any event, change, or other circumstances that could give rise to the termination of the Merger Agreement; the timing to consummate the transactions; the risk that the businesses will not be integrated successfully; the risk that the cost savings and any other synergies from the transactions may not be fully realized or may take longer to realize than expected; the effect of the announcement of the transaction on the retention of customers, employees, or suppliers; the diversion of management time on merger-related issues; general worldwide economic conditions and related uncertainties, including in the credit markets; increasing competition in the building materials industry; the complex and uncertain regulatory environment in which the parties operate; and other risks, uncertainties, and factors discussed or referred to in the “Risk Factors” section of Quanex’s most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission (the “SEC”) on December 12, 2014, or in Quanex’s subsequent filings with the SEC, which filings are available online at www.sec.gov, www.quanex.com or on request to Quanex. Any forward-looking statements in this Current Report are made as of its filing date, and Quanex undertakes no obligation to update or revise any forward-looking statements to reflect new information or events.

Any forward-looking statements in this presentation are made as of the date hereof, and Quanex undertakes no obligation to update or revise any forward- looking statements to reflect new information or events.

Any guidance provided in this presentation sets forth management’s best estimate based on current and anticipated market conditions and other factors. While management believes that these estimates and assumptions are reasonable, they are inherently uncertain and are subject to, among other things, significant business, economic, regulatory, environmental and competitive risks and uncertainties that could cause actual results to differ materially from those that we anticipate, as set forth above.

Transaction Overview

- Quanex is acquiring Woodcraft Industries for $248.5M, or ~8x LTM EBITDA
- A complementary strategic fit, adding:
  - Identical business model – just in time component supplier to OEMs
  - Clear market leader – almost twice as large as nearest competitor
  - In an attractive end market – attractive margins and ~75% exposure to R&R
  - At a good time – cabinet market poised for high single digit annual growth
- Expected to be accretive to EPS, EBITDA margins and ROIC
  - 2016 EPS accretion estimated to be approximately $0.11 per share excluding transaction expenses and any impact from purchase accounting step up of inventory
  - Attractive current (13%) and mid-cycle (>15%) EBITDA margins
  - Expected to deliver IRR in excess of WACC
- Adds $45M-$50M to mid-cycle EBITDA guidance
- To be funded with cash, new ABL revolving credit facility and new Term Loan B
- Expect approximately 3.2x pro forma debt / EBITDA at close
- Targeted to close in 4th calendar quarter of 2015

Note on Non-GAAP Financial Measures: EBITDA (defined as net income or loss before interest, taxes, depreciation and amortization and other, net, as described in Quanex's filings with the Securities and Exchange Commission) is a non-GAAP financial measure that Quanex's management uses to measure its operational performance and assist with financial decision-making. EBITDA is a key metric used by management in determining the value of annual incentive awards for its employees. Quanex believes this non-GAAP measure provides a consistent basis for comparison between periods, and will assist investors in understanding our financial performance when comparing our results to other investment opportunities. EBITDA may not be the same as that used by other companies. While the Company considers EBITDA to be an important measure of operating performance, the company does not intend for this information to be considered in isolation or as a substitute for net income or other measures prepared in accordance with US GAAP. Due to the high variability and difficulty in predicting certain items that affect GAAP net income (including in respect of the impact of Woodcraft Industries), information reconciling forward-looking EBITDA as presented to GAAP financial measures is unavailable to Quanex without unreasonable effort. ROIC (or Return on Invested Capital), a financial measure used to quantify the returns Quanex earns on its invested capital, and IRR (or Internal Rate of Return), a metric that measures the net present value of all cash flows from a capital project or investment (both capital deployed and after tax cash flows received), are also non-GAAP financial measures. Quanex believes ROIC and IRR are meaningful indicators of performance and useful metrics for investors and financial analysts. Quanex's calculations of ROIC and IRR may not be comparable to similarly titled definitions used by other companies and are not substitutes for financial information prepared in accordance with GAAP.

Attractive Opportunity Consistent with Strategy

Woodcraft acquisition is consistent with Quanex's strategic objectives of pursuing M&A opportunities that provide market leadership, superior technology and attractive financial returns

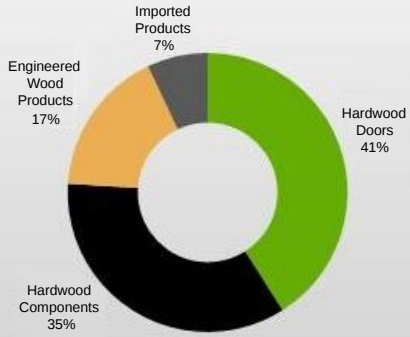
- ✓ Attractive adjacency given its complementary OEM service model and products
- ✓ Clear market leader aligned with top cabinet OEMs
- ✓ Cabinet industry is more profitable than window industry
- ✓ Positive impact on seasonality
- ✓ Accretive to EPS, FCF per share, and margins
- ✓ Well positioned to gain share within the cabinet market, which is forecasted to grow high single digits annually over next few years
- ✓ Best-in-class quality, lead times and service levels with unmatched product breadth
- ✓ Experienced management team and employee base
- ✓ Margin enhancement through automation and operational improvements
- ✓ Strong, stand-alone platform requiring minimal operational integration

Woodcraft Industries Company Overview

- Leading door and component supplier to the Kitchen and Bath Cabinet Industry
  - Market leader with ~15% share of total domestic cabinet doors & components and ~27% share of outsourced market[1]
- Headquartered in St. Cloud, MN
- Employees: ~1,500
- 13 manufacturing facilities and 4 distribution centers across U.S., Canada, and Mexico
- Critical supplier and partner to cabinet OEMs
- Experienced management team (average 20+ years with business) with proven capabilities through all phases of industry cycle
- Outstanding, stand-alone platform

2014 Revenue by Product

Over one million SKUs across the entire product spectrum



[1] *Source: Management estimates*

Quanex building products

Woodcraft Industries Product Overview

Breadth of products unmatched by competition – over one million SKUs across entire product spectrum

Hardwood Doors
41% of sales

- Woodcraft manufactures a variety of door styles, including flat panel, solid raised panel, applied molding, arch, miter, and mullion


Hardwood Components
35% of sales

- Products include moldings, face frames, drawer fronts, stiles and rails, panels, and other kitchen cabinet accessories
- Few competitors are capable of supplying components to large cabinet OEMs given the variation in products and volumes


Engineered Wood
17% of sales

- Woodcraft's engineered wood products include veneer raised panels ("VRPs"), veneer slab doors ("VSDs"), rigid thermofoil products ("RTF"), and profile wrapped components ("Wrap")


Imported Products
7% of sales

- Products that Woodcraft imports include drawer components, Lazy Susan trays, certain entry level doors, and face frame assemblies


U.S. Kitchen & Bath Cabinet Market Overview

- Market is expected to grow 7% per year
- Woodcraft primarily serves the stock & semi-custom segments, which together comprise ~80% of the total kitchen & bath cabinet market
- Repair & Remodel drives demand, comprising ~75% of the market
- As cabinet market grows, cabinet OEMs are expected to outsource an increasing share of door & component production driving outsourced growth
- Cabinet market expected to grow faster than window market and cabinet OEMs realize higher margins than window OEMs

U.S. Kitchen & Bath Cabinet Market Size

($ in Billions)

Source: The Freedonia Group

Quanex building products

Thank you