

[NOTE: This letter must be sent to the U.S. Department of Labor no later than 120 days following the effective date of the plan in order for the plan to be exempt from ERISA reporting requirements. Please let us know if you would like us to file this letter for you - otherwise, we will assume that you have taken care of it yourself.]

April 5, 2012

Top Hat Plan Exemption
Pension and Welfare Benefit Administration
Room N-1513
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

ERISA/PUBLIC DISCLOSURE
2012 APR 25 PM 4:14

To the Secretary of Labor:

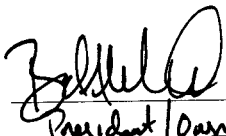
In compliance with the requirements of the alternative method of reporting and disclosure under Part 1 of Title I of the Employee Retirement Income Security Act of 1974 for unfunded or insured pension plans for a select group of management or highly compensated employees, specified in Department of Labor Regulations, 29 C.F.R. §2520.104-23, the following information is provided by the undersigned employer.

Name and Address of Employer:

Alan-Bradley Windows and Doors, Inc.
27374 Brandon Circle
Steamboat Springs, Colorado 80487
970-871-6799 phone
Employer Identification No.: 27-2071718

Alan-Bradley Windows and Doors, Inc. maintains a plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. Number of Plans and Participants in Each Plan: One plan covering one (1) employee. Said plan was adopted on January 1, 2012.

Alan-Bradley Windows and Doors, Inc.

By: 
Zoltan O. Danner, Plan Administrator

ALAN-BRADLEY WINDOWS AND DOORS, INC.
STOCK APPRECIATION RIGHTS PLAN

1. Purpose. This Stock Appreciation Rights Plan (the “**Plan**”) is intended to advance the interests of the Company by providing a select group of management or highly compensated employees with an unfunded, nonqualified deferred compensation benefit that will serve as additional incentive for them to promote the success of the Company and to encourage them to maintain their employment relationships with the Company. In furtherance of its purpose, this Plan may be amended or revised in the sole discretion of the Plan Administrator subject to the provisions of Section 15 of this Plan.

2. Definitions. Capitalized words and phrases used in this Plan have the meanings set forth on Annex I.

3. Administration and Claims Review. This Plan shall be administered and any claims reviewed as set forth on Annex II.

4. Awards.

a. The Participation Agreement for each Participant in this Plan shall set forth the amount of each such Participant’s benefit award under this Plan (“**Award**”). Such Award shall consist of SAR Unit(s). The Award shall be credited to Participant’s SAR Account upon the execution of the Participant’s Participation Agreement and/or as of the effective date upon each grant of an Award if multiple awards are required by a Participant’s Participation Agreement, and payment of the Award(s) shall be deferred pursuant to the terms of this Plan.

b. A Participant’s Participation Agreement shall remain in effect until notice of a change is given by the Plan Administrator to the individual Participant as provided below. The calculation of the Award pursuant to a Participant’s Agreement shall apply for purposes of the calculation of the Participant’s Award for all Plan Years subsequent to the Plan Year in which this Plan becomes effective, unless any Participant’s Participation Agreement is changed prior to the beginning of the Plan Year as provided below. Such change to a Participant’s Participation Agreement shall not be deemed to be an amendment to this Plan.

c. The Plan Administrator may, for the upcoming Plan Year, change a Participant’s Participation Agreement by notifying such Participant in writing within fifteen (15) days of the adoption by the Plan Administrator of any such change. In connection therewith, the Plan Administrator shall provide the Participant with a new Participation Agreement containing any revisions or changes, to be signed by the Participant within thirty (30) days of receipt and an executed copy returned to the Plan Administrator, at which time Participant’s Awards will be credited to his or her SAR Account. In the event the Participant fails to sign and return the new Participation Agreement, said Participant’s participation in the Plan shall terminate immediately and no Award shall be granted to such Participant for the upcoming Plan Year. Said

Participant's termination of participation in the Plan shall not affect past Awards or the vesting of said Awards.

d. The Plan Administrator may either add or remove Participants to or from the Plan; such additions and removals shall be subject to the approval by the Company's Board of Directors. A Participant whose participation has been terminated may be readmitted to the Plan in the sole discretion of the Plan Administrator and the Company's Board of Directors upon execution of a new Participation Agreement.

5. Special Ledger. The SAR Unit(s) awarded to a Participant shall be credited to each respective Participant's SAR Account in the special ledger. A separate SAR Account shall be maintained for each Participant. The separate SAR Accounts shall be for record keeping purposes only and shall not be construed to mean that such accounts have been funded in any way, or that any specific asset or monies have been segregated or otherwise set aside for a Participant for the payment of the Company's obligations to Participant under this Plan.

6. Capital Structure Changes.

a. If the outstanding shares of the Company's Stock as a whole are increased, decreased, or changed into, or exchanged for, a different number or kind of shares or securities of the Company, whether through merger, consolidation, reorganization, recapitalization, reclassification, stock dividend, stock split, combination of shares, exchange of shares, change in corporate structure, or the like, an appropriate and proportionate adjustment shall be made in the number of SAR Units subject to the Plan.

b. Upon dissolution or liquidation of the Company all outstanding Awards shall be payable as of the date of any such event whether or not otherwise payable on such date.

c. In the event of a change in the Stock which is limited to a change in the designation thereof (e.g., from "Common Stock" to "Class A Common Stock"), to change or eliminate par value, without increase or decrease in the number of issued shares, the shares resulting from any such change shall be deemed to be Stock within the meaning of this Plan.

d. Adjustments under this Section shall be made by the Plan Administrator, whose determination as to what adjustment shall be made, and the extent thereof, shall be conclusive. The Plan Administrator shall have the discretion and power in any such event to determine and to make effective provision for the acceleration of time during which the Awards may be payable, notwithstanding any other provision of this Plan.

7. Vesting and Forfeiture. SAR Units awarded and amounts credited to the Participants' SAR Accounts, if any, shall vest and be forfeited in the following manner:

a. A Participant shall separately vest in the SAR Units credited to the Participant's SAR Account for each Plan Year over a four (4) year time period following the Plan Year in which such SAR Units were awarded. A Participant shall vest in SAR Units for a

given Plan Year for each full Year of Service by the Participant following the Plan Year in which the award of SAR Units occurred as follows:

Year 1:	10%
Year 2:	25%
Year 3:	25%
Year 4:	40%

A separate vesting schedule for each Plan Year's award of SAR Units shall apply. For example, upon completion of Plan Year 1, SAR Units, if any, will be credited to a Participant's SAR Account but none of such SAR Units will be vested. Upon completion of one (1) Year of Service after the conclusion of Plan Year 1, Participant will be vested in ten percent (10%) of the SAR Units granted for Plan Year 1. Upon completion of a second Year of Service following the conclusion of Plan Year 1, Participant will be vested in thirty-five percent (35%) of the SAR Units for Plan Year 1 and ten percent (10%) vested in the SAR Units for Plan Year 2, and so on. SAR Units that vest in any given Plan Year will become vested on the last day of such Plan Year, provided Participant has completed a Year of Service in said Plan Year and is employed by the Company on the last day of the Plan Year. Attached as Exhibit B to the Plan is an example of how the vesting schedule for the SAR Units applies.

b. In the event of (i) a Change of Control, if a Participant is employed by the Company at such time, or (ii) a Participant's termination of employment due to his or her death, Disability or Retirement, such Participant shall be one hundred percent (100%) vested in the SAR Units credited to such Participant's SAR Account. Payment of such vested Awards shall be paid to Participant pursuant to the terms of Section 8 hereof.

c. In the event (i) a Participant's employment with the Company is terminated by the Company for Cause, or (ii) a Participant breaches the provisions of Sections 5 or 6 of his or her Participation Agreement involving non-competition, non-solicitation, and non-disclosure of confidential information restrictions, then the Participant's right to payment for the SAR Units credited to such Participant's SAR Account shall immediately cease and all SAR Units credited to the Participant's SAR account shall be forfeited and revert to the Company.

d. In the event a Participant's employment with the Company (i) is terminated by the Company (other than for Cause), or (ii) is terminated voluntarily by the Participant (other than as a result of his or her death, Disability or Retirement), then the Participant's right to payment for the SAR Units credited to such Participant's SAR Account shall be limited to payment for those SAR Units vested in the Participant, subject to the following:

(i) A Participant shall forfeit the SAR Units credited to the Participant's SAR Account, if any, for the then current Plan Year.

(ii) If a Participant's termination of employment with the Company occurs within the first thirty (30) days of a Plan Year, the Participant shall forfeit ten percent

(10%) of the SAR Units credited to the Participant's SAR Account, if any, for the prior Plan Year.

(iii) Such forfeited amounts previously allocated to the SAR Account of the Participant shall be returned to the Company by the Plan Administrator.

Payment of such Vested Portion, if any shall be paid to Participant pursuant to the terms of Section 8 hereof.

e. All credits of SAR Units not vested in a Participant upon the termination of the Participant's employment shall be completely forfeited by that Participant and stricken from said Participant's SAR Account and shall not be distributed, credited or in any other way allocated to the benefit of any remaining Participants; all such amounts shall revert to the Company.

8. Payment of Awards.

a. Upon Participant's termination of employment for any reason, the Participant (or in the event of a Participant's death, the person or persons designated pursuant to subsection d. below (the "**Beneficiary**")), shall be entitled to payment in accordance with the terms of subsection b. below for his or her Vested Portion as of the date of such termination of employment.

b. In the event of the termination of Participant's employment for any reason, the Company shall pay to Participant or the Beneficiary such Participant's SAR Value in thirty-six (36) equal monthly installments beginning one hundred eighty (180) days after Participant's termination of employment. All payments to a Participant shall be subject to any withholding tax and other employment taxes that may be required with respect to amounts payable by the Company to Participant.

c. Upon a Change of Control, a Participant shall be entitled to payment on the same terms as the Consideration is paid in connection with the transaction, provided that such payment shall be made within five (5) years of closing the transaction. After such five (5) year period, Company shall have no obligation to pay any amounts due to Participant to the extent that Company has not yet received the Consideration from a third party. Notwithstanding the foregoing, if Consideration is to be received after such five (5) year period and if the amount to be received at that time can be reasonably determined, then the Company shall pay such amount to Participant within five (5) years of closing the transaction. For example, if a third party paid fifty percent (50%) cash at closing of the transaction, with the balance paid in equal monthly payments over a 2-year period, then a Participant would likewise be paid fifty percent (50%) of the accumulated Award upon closing of the transaction with the remaining balance paid in equal monthly payments over a 2-year period. Notwithstanding the foregoing, if, in connection with the Change of Control, the third party buyer places restrictions on the form of payment (for example, without limitation, prohibits a Participant from receiving stock) or otherwise restricts or mandates the time of payment, the Company may make reasonable substitutions to comply with such restrictions or mandates, such

as, without limitation paying an amount in the form of cash or a cash equivalent to a Participant as a substitute for stock received as part of the Consideration in order to comply with the third party buyer's restrictions that do not allow for an employee to receive stock.

d. A Participant may file with the Plan Administrator, a notice in writing substantially in the form of the Beneficiary Designation attached as Exhibit C to this Plan designating one or more beneficiaries to whom payments otherwise due the Participant shall be made in the event of his or her death. The Participant shall have the right to change the Beneficiary or Beneficiaries from time to time provided, however, that no change shall become effective until received in writing by the Plan Administrator. If the Participant has not filed a Beneficiary Designation or if filed but no Beneficiary survives the Participant, payments shall be made to the Participant's estate.

e. In the event of an Unforeseeable Emergency, upon the written request of such Participant, the Plan Administrator may, in his sole discretion, make a distribution to the Participant of the Participant's SAR Value, but only if the amounts distributed with respect to such Unforeseeable Emergency do not exceed the amounts necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such Unforeseeable Emergency may be relieved through reimbursement or compensation by insurance or otherwise by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship).

f. If at the time a Participant, or the Participant's Beneficiary, shall be entitled to payment for the SAR Value under this Section 8 and the Participant's SAR Value is less than \$10,000.00, then notwithstanding subsection b. above the SAR Value shall be paid to Participant or Participant's Beneficiary in one lump sum payment at the later of two and one-half (2½) months following the Participant's separation from service or December 31 of the year in which the Participant's separation from service occurs. Such payment to a Participant shall be subject to any withholding tax and other employment taxes that may be required with respect to amounts payable by the Company to Participant.

g. Notwithstanding the foregoing, in the event that there is a tax imposed on a Participant under the Federal Insurance Contributions Act under Section 3101, Section 3121(a) or Section 3121(v)(2) of the Internal Revenue Code of 1986, as amended, on amounts due to a Participant under the Plan prior to the date on which payments are to be made, the Company shall pay a Participant the amount of such tax on the date that such amount becomes due. Any amount so paid will reduce the amount payable under subsection b. above and thus the monthly payments thereunder will also be reduced accordingly.

9. Limitation of Rights. Nothing contained in this Plan shall be construed to:

a. Give any particular employee of the Company or any person who does not satisfy the definition of "Participant" any right to be a Participant;

b. Limit in any way the right of the Company to terminate a Participant's employment with the Company, with or without Cause, at any time;

c. Be evidence of any employment or other agreement or understanding, express or implied, that the Company will continue to employ a Participant in any particular position or at any particular rate of remuneration; or

d. As more completely discussed in Section 10, give a Participant a right or interest in any fund or specific asset of the Company.

10. Source of Payments. Payment of all Awards under the Plan shall be provided out of the general assets of the Company at the time such benefits are to be paid to a Participant. A Participant's SAR Account is strictly a device for recording the Awards for which the Company promises to pay pursuant to the Plan. That account and any cash or assets represented by credits to it are not set aside for a Participant or for the purpose of paying any benefits due under the Plan. A Participant, his or her Beneficiary, and any other person or persons having or claiming a right to payments hereunder or to any proprietary rights under the Plan shall rely solely on the unsecured promise of the Company set forth herein, and nothing in this Plan shall be construed to give a Participant, his or her estate or Beneficiary or any other person or persons any right, title, ownership or claim in or to a Participant's SAR Account, or to any property of any kind whatsoever owned by the Company or in which it may have any right, title or ownership now or in the future, including, but not limited to, any asset, fund, reserve, account or insurance or annuity contract that the Company may purchase or establish for the purpose of enabling it to carry out its promise to a Participant. A Participant shall have the right to enforce his or her claim against the Company in the same manner as any other unsecured creditor. Moreover, nothing contained in the Plan and no action taken pursuant to the provisions of the Plan shall require the Company to fund any credits made to a SAR Account, create or be construed to create a trust of any kind, or create a fiduciary relationship between the Company and a Participant, his or her Beneficiary or any other person.

11. Nonalienation of Benefits. Payment of any Award under this Plan shall not be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber, or charge the same shall be void. No Award hereunder shall in any manner be liable for or subject to the debts, contracts, liabilities, or torts of the person entitled to such Awards. If any Participant should become bankrupt or attempt to anticipate, alienate, sell, assign, pledge, encumber or charge any right or benefit hereunder, then such right or benefit shall, in the discretion of the Plan Administrator, cease and terminate and such Participant will forfeit all rights and benefits to and of all unpaid Awards credited to his or her SAR Account, whether vested or unvested. Such forfeited amounts previously allocated to the SAR Account of the Participant shall be returned to the Company by the Plan Administrator and shall not be distributed, credited or in any other way allocated to the benefit of any remaining Participants; all such amounts shall revert to the Company.

12. Incapacity. If the Plan Administrator shall find that any person to whom any payment is payable under this Plan is unable to care for his or her affairs because of illness or

injury or because he or she is a minor, any payment due (unless a prior claim therefor shall have been made by a duly appointed guardian or other legal representative) may be paid to the spouse, a child, a parent, or a sibling, or any other person or entity deemed by the Plan Administrator to have incurred expense for such person otherwise entitled to payment, in accordance with the applicable provisions of the Plan. Any such payment shall be a complete discharge of the liabilities of the Company under the Plan with respect to such payment.

13. Intended Tax Treatment. The Company does not represent or warrant that any particular federal, state, or local income, payroll, Social Security, personal property, estate or other tax consequence will result from the Plan. Nevertheless, for purposes of construing the Plan, it is the parties' intent that the Plan will have the tax consequences discussed below. The Plan is intended to be an unfunded, nonqualified pension plan for a select group of management or highly compensated employees of the Company. It is the intent of the Company that any Awards payable to a Participant under this Plan shall not be deemed compensation and shall not be included in the Participant's taxable income under federal or state law until it is actually received by the Participant or his or her Beneficiary. For the purposes of Social Security coverage, benefits payable under the Plan shall be treated as wages for purposes of FICA taxation in accordance with Section 3121(v)(2) of the Code and the regulations thereunder. To the extent required by the laws in effect from time-to-time, the Company may withhold from the regular compensation paid to a Participant as an employee of the Company, or from the Awards paid to a Participant hereunder, whatever taxes are required to be withheld on such benefits for federal, state or local government purposes.

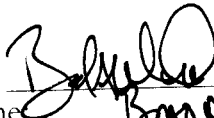
14. Other Benefit Plans. Any benefits under this Plan shall not be deemed to be earnings, base salary or compensation for the purpose of calculating the amount of any Participant's benefits or contributions under a pension plan or retirement plan (qualified under Section 401(a) of the Code), the amount of life insurance under a life insurance plan supplied by the Company, the basis for establishing disability payments under a disability plan or the basis or amount of any other benefit plan supplied by the Company where the benefits are based upon an employee's compensation except to the extent specifically provided in any such plan. Any payment which is made to a Participant pursuant to the terms of this Plan shall be independent of and in addition to those made pursuant to any other plan, program or agreement which may be in effect between the parties hereto, or any other compensation payable by the Company to the Participant or Beneficiary. Any Awards under this Plan shall not be deemed to be earnings, base salary or compensation for the purpose of calculating the amount of an employee's wages under any applicable Workers' Compensation laws in the State of Colorado.

15. Amendment or Termination of Plan.

a. The Plan Administrator may, in his sole discretion, terminate or amend the Plan at any time, provided that any termination or amendment during the course of a Plan Year shall not be retroactive to any date prior to the end of the Plan Year in which such termination or amendment occurs.

IN WITNESS WHEREOF, Alan-Bradley Windows and Doors, Inc., a Colorado corporation, has caused this Stock Appreciation Rights Plan to be executed pursuant to a resolution adopted by its Board of Directors, to be effective as of January 1, 2012.

Alan-Bradley Windows and Doors, Inc.,
a Colorado corporation

By: 
Name: Brian A. Wright
Title: Owner/President
Date of Execution: 4/12/12

**ANNEX I
TO
ALAN-BRADLEY WINDOWS AND DOORS, INC.
STOCK APPRECIATION RIGHTS PLAN**

DEFINITIONS

“**Award**” shall have the meaning set forth in Section 4 of this Plan.

“**Beneficiary**” shall have the meaning set forth in Section 8 of this Plan.

“**Cause**” means a Participant’s (i) failure to perform his or her duties for the Company in a reasonably satisfactory manner after notice and a reasonable opportunity to cure; (ii) misappropriation of any funds or property of the Company; or (iii) conduct, even if not in connection with the performance of Participant’s business duties, which would, in the Company’s reasonable discretion, result in significant prejudice to the reputation or credibility of the Company or its affiliates or the willingness of its customers and service providers to conduct business with any of them if Participant were retained as an employee or service provider to the Company.

“**Change of Control**” shall mean either a change in ownership of the Company or a change in ownership of a substantial portion of the Company’s assets, where:

(i) a change in ownership of the Company occurs on the date that any one person, or more than one person acting as a group, acquires ownership of securities of the Company that, together with any securities already held by such person or group, constitutes more than fifty percent (50%) of the voting power of the outstanding securities of the Company, as determined immediately following such transaction, and

(ii) a change in ownership of a substantial portion of the Company’s assets occurs on the date that any one person, or more than one person acting as a group, acquires (when combined with acquisitions during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than eighty percent (80%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions, other than in the ordinary course of the Company’s business.

(iii) Notwithstanding the foregoing, there is no Change of Control event when, immediately after the transfer, there is a transfer to an entity that is controlled by the owners of the transferring company.

(iv) Further, notwithstanding the foregoing, a transfer of assets by the Company is not treated as a change in ownership of a substantial portion of the Company’s assets if the assets are transferred to:

(A) an owner of the Company (who was an owner immediately before the asset transfer) in exchange for or with respect to such owner's equity interest in the Company;

(B) an entity, fifty percent (50%) or more of the voting power of which is owned, directly or indirectly, by the Company;

(C) a person, or more than one person acting as a group, that owns, directly or indirectly, fifty percent (50%) or more of the voting power of all the outstanding securities of the Company; or

(D) an entity, at least fifty percent (50%) of the voting power of which is owned, directly or indirectly, by a person described in this subsection.

(v) Notwithstanding the foregoing, there is no Change of Control event to the extent that the person or persons acquiring the securities or assets are the spouse or issue of an owner of the Company, or a trust created by an owner of the Company for the benefit of such owner, such owner's spouse or their issue.

(vi) Notwithstanding the foregoing, the definition of "Change of Control" shall at all times be no broader than is allowed in order to comply with the provisions of Code Section 409A and the regulations promulgated thereunder.

"Claimant" shall have the meaning set forth in Annex II of this Plan.

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

"Company" means Alan-Bradley Windows and Doors, Inc., a Colorado corporation, or any successor to it by reason of a Change of Control or other reorganization, which successor has made provision for adoption of the Plan and the assumption of the Company's obligations under the Plan.

"Consideration" means the net amount of all cash consideration received by the Company or by its owners for their interests in the Company or its assets as a result of the Change of Control, less all Company liabilities retained by the Company in the case of a sale by the Company of its assets, and less all expenses incurred by the Company or its owners in connection with the Change of Control, including investment banker or broker fees, attorneys' fees and accounting fees. For purposes of this Plan cash consideration includes any securities received in the Change of Control and Company stock retained by the shareholders of the Company in the Change of Control. The value of any publicly traded securities received as part of the sales price of the Company or its assets shall be the thirty (30) day average trading price prior to the Closing Date of a Change of Control. The value of any stock of a privately held company received as part of the sales price of the Company or its assets shall be the per share value used in the Change of Control transaction. Any amounts paid to owners or their affiliates for non-competition agreements, personal services or rent payments (or similar personal arrangements) are not included in the

Consideration received by the Company for its assets or by the owners of the Company for their interests.

“Disability” or **“Disabled”** means (i) the inability of a Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months; or (ii) if a Participant is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company. Notwithstanding the foregoing, the definition of **“Disability”** shall at all times be no broader than is allowed in order to comply with the provisions of Code Section 409A and the regulations promulgated thereunder.

“Effective Date” shall have the meaning set forth in Section 16 of this Plan.

“Fair Market Value” means the net profit of the Company for the most recent Plan Year multiplied by three (3). Notwithstanding the foregoing, the Board of Directors of the Company may adopt any other valuation methodology that it deems is the most accurate representation of Fair Market Value for the Company. Participant is not entitled to any of the initial Fair Market Value or any of the Fair Market Value that is attributed to the already anticipated Fair Market Value growth, which amount will be identified to each Participant near the beginning of each Plan Year. Notwithstanding the foregoing, upon a Change in Control, the Fair Market Value of the Company shall be determined pursuant to the transaction giving rise to the Change in Control. In addition, the Company, by and through the approval of its Board of Directors, reserves the right to make certain adjustments to the formula, including without limitation economic adjustments to more properly, in the discretion of the Board of Directors, reflect the Fair Market Value of the Company for a certain Plan Year.

“Initial Value” of the Company shall mean the Fair Market Value as of the date of an Award.

“Named Fiduciary” shall have the meaning set forth in Annex II of this Plan.

“Participant” means a key employee of the Company selected by the Plan Administrator and ratified by the Board of Directors of the Company to participate in the Plan and who has elected to participate in the Plan by executing and delivering to the Plan Administrator a Participation Agreement. Company reserves the right to add or remove Participants from this Plan at any time, for any reason, subject to the terms and conditions of this Plan.

“Participation Agreement” means an agreement in substantially the same form as Exhibit A to the Plan.

“**Retirement**” means a Participant’s voluntary termination of employment with the Company upon the earlier to occur of (a) having performed twenty (20) consecutive Years of Service to the Company, or (b) attaining the age of sixty-five (65) years while still employed by the Company.

“**SAR Account**” means an account the Company shall maintain in the special ledger for each Participant as part of its general bookkeeping records for the purpose of tracking the Awards granted for such Participant.

“**SAR Unit**” means a hypothetical share of Stock in the Company to be awarded as set forth in Section 4 of this Plan. Notwithstanding anything herein to the contrary, all SAR Units are subject to the continued issuance of additional securities in the Company and of additional SAR Units to other Participants and therefore may become diluted.

“**SAR Value**” means, as it relates to a particular Participant: (1) if payment for a Participant’s SAR Unit(s) becomes due prior to a Change of Control:

$$\text{SAR Value} = \frac{\text{FMV} - \text{IV}}{\text{S} + \text{SARU}} \times \text{VSARU}$$

Where

- IV = Initial Value
- FMV = Fair Market Value
- S = the number of outstanding shares of Stock
- SARU = number of vested SAR Units credited to the SAR Accounts of all Participants on the last day of the most recent Plan Year
- VSARU = number of the particular Participant’s vested SAR Units

or (2) if payment for a Participant’s SAR Unit(s) becomes due simultaneously with or following a Change of Control:

$$\text{SAR Value} = \frac{\text{PP} - \text{IV}}{\text{S} + \text{SARU} + \text{EE}} \times \text{VSARU}$$

Where

- IV = Initial Value
- PP = the Consideration
- S = the number of outstanding shares of Stock
- SARU = the number of vested SAR Units credited to the SAR Accounts of all Participants as of the Change of Control
- VSARU = number of the particular Participant’s vested SAR Units

“**Plan Administrator**” means the individual appointed to administer this Plan pursuant to the terms of Section 3 of this Plan.

“**Plan Year**” means the twelve (12) month period coinciding with the calendar year, from January 1 through December 31.

“**Stock**” means all of the outstanding stock of the Company, including, without limitation, common, preferred and other equity in the Company.

“**Unforeseeable Emergency**” means a severe financial hardship to the Participant resulting from: (A) an illness or accident of the Participant, the Participant’s spouse, the Participant’s Beneficiary, or the Participant’s dependent (as such term is defined in the regulations promulgated under Code Section 409A); (B) a loss related to the Participant’s property due to a casualty; or (C) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the Participant’s control. Notwithstanding the foregoing, the definition of “Unforeseeable Emergency” shall at all times be no broader than is allowed in order to comply with the provisions of Code Section 409A and the regulations promulgated thereunder. The Board of Directors of the Company shall have sole discretion to determine whether an Unforeseeable Emergency exists, and a payment shall be made. Payment shall be made or shall commence as soon as administratively possible after the Board of Directors of the Company determines that a payment shall be made.

“**Vested Portion**” means that portion of a Participant’s Award that is vested according to the vesting schedule and the criteria stated in Section 7 of this Plan and in such Participant’s Participation Agreement.

“**Year of Service**” means the twelve (12) month period coinciding with any Plan Year of the Company during which a Participant performs not less than 2,080 hours of service for the Company (including paid vacations, paid sick leave and approved leaves of absence) and which concludes with the Participant in the employ of the Company.

**ANNEX II
TO
ALAN-BRADLEY WINDOWS AND DOORS, INC.
STOCK APPRECIATION RIGHTS PLAN**

ADMINISTRATION AND CLAIMS REVIEW

a. The President of the Company shall serve as the initial “**Plan Administrator**” to administer, construe, and interpret the Plan. In the event that the President of the Company is no longer willing or able to act as Plan Administrator, the Board of Directors of the Company shall appoint a new Plan Administrator to administer the Plan, and until such time the Board of Directors shall act as the Plan Administrator. The Plan Administrator shall not be liable for any act done or determination made in good faith.

b. The construction and interpretation by the Plan Administrator of any provision of the Plan shall be final and conclusive. The Plan Administrator may adopt rules and regulations from time to time for carrying out the Plan.

c. The Plan Administrator may, in his discretion, delegate his duties to an officer or employee, or a committee composed of officers or employees of the Company. The Plan Administrator may not, however, delegate his authority to construe and interpret the Plan.

d. In addition to such other rights of indemnification as he may otherwise possess as a member of the Company’s Board of Directors or as an officer of the Company, the Plan Administrator shall be indemnified by the Company against the reasonable expenses, including attorneys’ fees, actually and necessarily incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal therein, to which he may be a party by reason of any action taken or failure to act under or in connection with the Plan, and against all amounts paid by him in settlement thereof (provided such settlement is approved by legal counsel selected by the Company) or paid by him in satisfaction of a judgment in any such action, suit or proceeding unless it is determined in said action that such Plan Administrator is liable for gross negligence or willful misconduct in the performance of his duties. Notwithstanding anything herein to the contrary, within sixty (60) days after institution of any action, suit or proceeding under the Plan against the Plan Administrator, the Plan Administrator shall in writing offer the Company the opportunity, at its own expense, to handle and defend the same.

e. This Section contains a claim review procedure to provide a method by which a Participant or his or her Beneficiary (collectively the “**Claimant**”) may have a reasonable opportunity to appeal a denial of claim for benefits hereunder to the Named Fiduciary of this Plan for a full and fair review. The Plan Administrator shall serve as the Named Fiduciary (“**Named Fiduciary**”) of this Plan. The Claimant or its duly authorized representative:

- (i) may request a review upon written application to the Named Fiduciary;
- (ii) may review pertinent corporate documents and other papers which affect the claim; and
- (iii) may submit issues and comments in writing.

A Claimant (or its duly authorized representative) shall request a review by filing a written application for review with the Named Fiduciary at any time within sixty (60) days after receipt by the Claimant of written notice of the denial of its claim.

f. A decision on review of a denied claim shall be made in the following manner:

(i) The decision on review shall be made by the Named Fiduciary who may, in his discretion, hold a hearing on the denied claim. Such decision shall be made promptly, and not later than sixty (60) days after receipt of the request for review, unless special circumstances (such as the need to hold a hearing) require an extension of time for processing. In such case, the Named Fiduciary shall notify the Claimant in writing that there will be a delay and explain the reason for the delay. A decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of the request for review; and

(ii) The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the Claimant with specific references to this Plan or policy provisions upon which the decision is based. If the decision on review has not been received by the Claimant within the time frame referred to in subsection (i) above, the claim shall be deemed denied on review.

g. The Named Fiduciary shall have the authority to manage the operation and administration of this Plan. The Named Fiduciary shall have the right to retain advisors and allocate fiduciary responsibilities to the extent permitted by the Employee Retirement Income Security Act of 1974 as amended.

EXHIBIT A

PARTICIPATION AGREEMENT FOR JEFF JONES

I hereby agree to participate in the Alan-Bradley Windows and Doors, Inc. Stock Appreciation Rights Plan (the "**Plan**"). All capitalized terms in this Participation Agreement shall have the meaning given them by the Plan. I hereby acknowledge and agree to the following:

1. I have received a copy of the Plan and the attachments thereto, that I understand its terms, and that I agree to be bound by it. Specifically, I understand and agree that the value of all Awards awarded to me under the Plan belongs to the Company until actually paid to me and that until that time I will be a general, unsecured creditor relying solely upon the unsecured promise of payment contained in the Plan.

2. Awards under the Plan will consist of SAR Unit(s) for a given Plan Year awarded and calculated pursuant to the Plan and this Participation Agreement.

3. In the Plan Year in which this Participation Agreement becomes effective, I am awarded SAR Units equal to five percent (5 %) of all of the issued and outstanding (i) Stock and (ii) vested SAR Units.

4. I acknowledge that I shall not receive SAR Units that cumulatively exceed more than five percent (5 %) of the sum of (i) the issued and outstanding Stock and (ii) the total number of SAR Units awarded to all Participants.

5. Non-Disclosure of Confidential Information. By executing this Participation Agreement, I acknowledge that during the course of my employment with the Company I may receive, or contribute to the production of, Confidential Information. I agree that, except as required in my duties to the Company, I will not, during my employment and for all times subsequent to such employment, directly or indirectly use, disseminate, or disclose any "Confidential Information" concerning the Company.

a. For purposes of the Plan and this Participation Agreement, I agree that "**Confidential Information**" shall mean information or material proprietary to the Company, considered confidential by the Company or created by the Company and/or its employees in the ordinary course of business and not generally known by non-Company personnel. "**Confidential Information**" shall include information that I develop, of which I may obtain knowledge, or to which I may have access through or as a result of my relationship with the Company or its affiliates (including information conceived, originated, discovered or developed in whole or in part by me), and all trade secrets of the Company as that term is defined in the Colorado Uniform Trade Secrets Act. Confidential Information also includes, but is not limited to, the following types of information and any other information of a similar nature (whether or not reduced to writing) related to the Company's current or future business: the Company's business strategies, record-keeping systems, computerized operating systems (for use by either the Company or its customers), internally-developed software, intellectual property, other

proprietary information, system manuals, operating methods, variations on or combinations of products and/or services, business plans, marketing and promotional programs, sales techniques, customer lists, personnel management and control systems, and computer, accounting and inventory systems, together with certain other proprietary information, standards, specifications, procedures, processes, plans and methods of operation, price lists, pricing policies, and financial information. Confidential Information also includes any information described above which the Company has obtained or will obtain from a third party and which the Company treats as proprietary or designates as Confidential Information, whether or not owned by or developed by the Company, including Confidential Information acquired by the Company from any of its affiliates. Information publicly known without breach of this Participation Agreement or that is generally employed by the industry at or after the time I first learn of such information, shall not be deemed part of the Confidential Information.

b. In the event of my actual or threatened breach of the provisions of this Section 5, the Company shall have the right to obtain injunctive relief and/or specific performance and to seek any other remedy available to the Company.

c. If any provision of this Section 5 becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Section legal and enforceable and then if necessary, second, severed from the remainder of this Section to allow the remainder of the Section to remain in full force and effect.

6. Non-Competition.

a. I recognize that vendors, employees, referral sources and consultants are an integral part of the Company's business. As such, by executing this Participation Agreement, I agree that during my employment and for a period of twenty-four (24) months after termination of such employment with the Company (voluntarily or involuntarily), I will not, in any manner, directly or indirectly, whether with or without cause, either as owner, officer, employer, employee, independent contractor, stockholder, member, agent, principal, manager, partner, consultant or otherwise, without the prior written consent of the Company:

(i) have any business or employment relationship with any customer of the Company (the term "**customer**" includes, but is not limited to, persons or entities who or which were customers of the Company during my term of employment with the Company or with whom the Company negotiated for the sale of its products or services within six (6) months prior or subsequent to my termination of employment):

(ii) within the State of Colorado, engage in or become interested financially or otherwise in a business, or a subsidiary or division of any business, which is the same as, or is substantially similar to, the business of the Company (with the business of the Company determined as of the beginning of such twenty-four (24) month period): or

(iii) induce or take any action that could be reasonably expected to induce any employee, contractor or consultant of the Company to leave its employ or breach an existing employment, contractor or consulting agreement or arrangement with the Company.

b. I agree that the covenants I have made in this Section 6 are reasonable with respect to their duration, geographical area and proscription. I further agree that the covenants I have made in this Section 6 shall be construed as an agreement independent of any other provision of the Plan or this Participation Agreement. Hence, the covenants made in this Section 6 shall survive the termination of my employment and termination of the Plan and this Participation Agreement. Moreover, the existence of any claim or cause of action of mine against the Company, whether or not predicated upon the terms of this Agreement, shall not constitute a defense to the enforcement by the Company of these covenants.


c. In the event of my actual or threatened breach of the provisions of this Section 6, the Company shall have the right to obtain injunctive relief and/or specific performance and to seek any other remedy available to the Company.

d. If any provision of this Section 6 becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Section 6 legal and enforceable and then if necessary, severed from the remainder of this Section to allow the remainder of the Section to remain in full force and effect.

8. By signing below, I acknowledge that the Award as well as the Plan may be revised at any time by the Plan Administrator as provided under the Plan.

9. This Participation Agreement shall be effective for the Plan Year beginning January 1, 2012 and shall continue to be effective until a new Participation Agreement is executed or my participation in the Plan is terminated.

SIGNED effective this 1st day of January, 2012.



Jeff Jones, Participant

Alan-Bradley Windows and Doors, Inc.,
a Colorado corporation

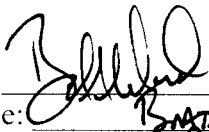
By: 
Name: Brad A. Wright
Title: Owner / President
Date of Execution: 4/12/12

EXHIBIT C

BENEFICIARY DESIGNATION FOR JEFF JONES

I hereby name the following as beneficiary of any and all payments due after my death in and under the Alan-Bradley Windows and Doors, Inc. Stock Appreciation Rights Plan (the "Plan"):

1. Primary Beneficiary:

Marta Neil

2. Contingent Beneficiary:

Audrey Pososich

If no Primary Beneficiary survives me, payment under the Plan shall be made to the Contingent Beneficiary who survives me. If more than one person is named in the category of Primary or Contingent Beneficiary, the payments shall be made in equal shares to the living persons so named within this category. If no Primary Beneficiary or Contingent Beneficiary survives me, payments shall be made to my estate.

DATED effective the 1st day of January, 2012.



Jeff Jones, Participant

MEMORANDUM OF ACTION
OF THE BOARD OF DIRECTORS OF
ALAN-BRADLEY WINDOWS AND DOORS, INC.

The undersigned, being all of the Directors of Alan-Bradley Windows and Doors, Inc., a Colorado corporation ("**Corporation**"), pursuant to the Colorado Business Corporation Act, take the following actions, by consent, as if by unanimous vote, and waive all notice of such meeting, pursuant to such Act:

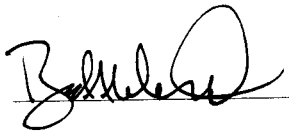
Stock Appreciation Rights Plan and Participation Agreement. The Board of Directors hereby adopts that certain Alan-Bradley Windows and Doors, Inc. Stock Appreciation Rights Plan and approves the Participation Agreement for Jeff Jones, Participant, all dated effective as of January 1, 2012, copies of which are on file with the Corporation. [Further, the Board of Directors hereby approves the Award to the Participant equal to 100 shares for the current Plan Year.] The officers of this Corporation are authorized to execute and carry out the terms of said Stock Appreciation Rights Plan on behalf of the Corporation.

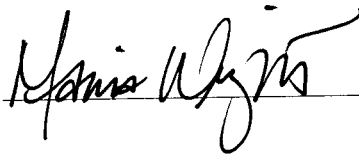
This consent of the Board of Directors when signed by all of the Directors of this Corporation shall have the same effect as having been unanimously adopted by vote of the Board of Directors of this Corporation as of January 1, 2012.

IN WITNESS WHEREOF, the undersigned Directors have evidenced their approval of the above proceedings on the date last above mentioned.

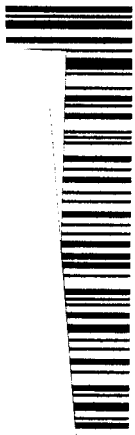
Approved:

DIRECTORS:





clie
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Room N-1513
U.S. DEPARTMENT OF LABOR
200 CONSTITUTION AVE., N.W.
WASHINGTON, D. C. 20210