

Exhibit

A

**ATTORNEY WORK PRODUCT
CONFIDENTIAL – FOR MEDIATION/SETTLEMENT PURPOSES ONLY
NOT TO BE USED IN LITIGATION**

In re MI Windows and Doors, Inc. Product Liability Litigation, Case No. 12-mn-0001

Summary of *Contingent* Agreement with Contractor Plaintiffs

The following summarizes the main points of MIWD's *Contingent* Agreement with Contractor Plaintiffs based on the mediation sessions on April 22-23, 2013:

1. The Agreement is contingent upon approval by counsel for Homeowner Plaintiffs, MIWD's insurance carriers, and MIWD's Board of Directors.
2. This will be a national settlement with all owners and former owners of MIWD Windows that contain glazing tape and were manufactured between January 1, 2000 and December 31, 2010 ("Class Members"). Class Members are not permitted to assign or aggregate their claims.
3. Class Members must prove "eligible damage" as defined by the parties (including consequential damages) in order to be eligible for the compensation referred to in paragraph 5 (below).
4. All claims for "eligible damage" must be submitted within three (3) months of the date that Notice of the Settlement is published or sent by direct mail to potential claimants known to MIWD. Except as set forth in paragraph six (6) (below), Class Members who do not submit claims within this three (3) month period shall be barred from filing claims.
5. Class Members with "eligible damage" are entitled to either: (1) a total cash payment of \$250, \$500, or \$2000 depending on the level of consequential damages (as agreed upon by the parties) per home (only one claim per home, not per owner), or (2) certain agreed-upon repairs or sash replacement (at MIWD's sole option).
6. If no "eligible damage" or other damage exists during the three (3) month claim period, original and certain subsequent owners of MIWD Windows who remain within warranty coverage can submit claims during the applicable warranty period. In such instances, MIWD will repair the window or provide replacement parts pursuant to the terms of the applicable warranty at its sole option. The Class Member will have no other remedy of any sort.
7. Any disputes as to eligibility or compensation can be appealed by either party for final, binding resolution to a Claims Administrator who shall be selected by mutual agreement of the parties.
8. The Settlement Class will release MIWD and all vendors, distributors, sellers, developers, builders, contractors, subcontractors, or any other person or entity that was involved in the marketing, sale or installation of MIWD Windows that is not expressly reserved. A detailed form of release and terms will be set forth in the final Settlement Agreement.

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9. MIWD will fund a national notice program designed to provide notice of the settlement to potential Class Members.

10. Class Members will have 30 days to opt out of the settlement or will be bound by its terms. [REDACTED]

11. If the Settlement Agreement is approved by the court and a corresponding Final Order and Judgment is issued and not appealed (or affirmed on appeal), Contractor Plaintiffs will seek, and MIWD will not object to, a fee award of \$2,050,000 and a service award of \$5,000 for the named plaintiff. If these awards exceed the foregoing amounts, the agreement may be voided by MIWD.