

NCI BUILDING SYSTEMS, INC.

Affiliate Transactions Committee Charter

October 20, 2009

Organization

There shall be a special committee of the Board of Directors (the "Board") known as the Affiliate Transactions Committee (the "Committee"). For so long as the Stockholders Agreement, dated as of October 20, 2009, by and among the Company and certain of its stockholders, as the same may be amended or waived from time to time (the "Stockholders Agreement") is in effect, the Committee shall be composed of (x) the Unaffiliated Shareholder Directors (as defined in the Stockholders Agreement) then in office and (y) one Investor Independent Director (as defined in the Stockholders Agreement), if an Investor Independent Director is then serving on the Board who shall be appointed by the CD&R Directors who are members of the Nominating and Corporate Governance Committee (or if none serve thereon, the remaining CD&R Directors or, if no CD&R Directors remain in office, the Investor).

The members of the Committee shall serve for such term or terms as the Board determines or until their successors are elected or appointed in accordance with the Stockholders Agreement, if then in effect. The Committee shall select a chairperson by majority vote.

Meetings

The Committee shall meet as often as it determines during intervals between Board meetings. Any member of the Committee may call meetings of the Committee. Meetings of the Committee may be held telephonically, and any member may participate in any meeting telephonically. The Committee may request any officer or employee of the Company or the Company's outside counsel to attend a meeting of the Committee or meet with any members of, or consultants to, the Committee.

Committee Authority and Responsibilities

The Committee shall review, consider and approve any Affiliate Transactions (defined below), and no such Affiliate Transactions shall be effected without the prior approval of a majority of the directors on the Committee; provided, that, for so long as the provisions in Article TENTH of the Restated Certificate of Incorporation of the Company, as in effect on the date hereof, are still in effect, an Affiliate Transaction that is subject to Article TENTH of the Restated Certificate of Incorporation of the Company may be effected in accordance with Section 1(i) thereof if all of the conditions specified in paragraph A of such Section 1 are met, in lieu of the review, consideration or approval of the Committee pursuant to this paragraph.

As used in this charter, the terms:

"Affiliate" means, with respect to any Person, as defined below, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such Person. For purposes of this Agreement, "control" shall mean, as to

any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise (and the terms “controlled by” and “under common control with” shall have correlative meanings);

“Affiliate Transactions” means any transactions between the Company and its Controlled Affiliates (defined below), on the one hand, and the Investor (as defined in the Stockholders Agreement) and its Affiliates (other than the Company and its Controlled Affiliates), on the other hand; provided, that none of the following shall constitute an Affiliate Transaction:

- (i) acquisitions of securities, or payments, transactions, Board rights, access rights, anti-dilution rights, registration rights, subscription rights and the other matters governed by the Stockholders Agreement, the Investment Agreement (as defined in the Stockholders Agreement), the Registration Rights Agreement (as defined in the Stockholders Agreement), the Indemnification Agreement (as defined in the Stockholders Agreement) or the Series B Certificate (as defined in the Stockholders Agreement), including, without limitation, the rights, powers and preferences of the Holders (as defined in the Series B Certificate) under the terms of the Series B Certificate;
- (ii) customary compensation arrangements (whether in the form of cash or equity awards), expense reimbursement, D&O insurance coverage, and indemnification arrangements (and related advancement of expenses) in each case for Investor Directors (as defined in the Stockholders Agreement) and Board Observers (as defined in the Stockholders Agreement); or
- (iii) transactions and arrangements in the ordinary course of business and on arm’s length third-party terms with any portfolio company held or managed by the Investor or the Parent Controlled Affiliates and not involving in excess of \$1 million per annum with respect to any such portfolio company and \$5 million per annum with respect to all such portfolio companies;

“Controlled Affiliate” means any Affiliate of the specified Person that is, directly or indirectly, controlled (as defined in the definition of “Affiliate”) by the specified Person;

“Parent” shall mean any entity that is or performs the functions of, directly or indirectly, the managing member or general partner of the Investor or is the investment manager with respect to such entity and all such entities collectively;

“Parent Controlled Affiliate” means Parent and any individuals that are partners, managing members or have similar titles with respect thereto, together with the Controlled Affiliates of any of them or of the Investor or any entity with respect to which Parent is the investment manager; and

“Person” means a legal person, including any individual, corporation, company, partnership, joint venture, association, joint-stock company, trust, limited liability company or unincorporated association or any other entity or organization, including a government or any agency or political subdivision thereof, or any other entity of whatever nature.