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

Form 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2024

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number 1-14315

Cornerstone Building Brands, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**76-0127701**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

5020 Weston Parkway	Suite 400	Cary	NC	27513
(Address of principal executive offices)				(Zip Code)

Registrant's telephone number, including area code: (866) 419-0042

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☒ No ☐

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).Yes ☐ No ☒

There are no longer publicly traded shares of common stock of Cornerstone Building Brands, Inc.

DOCUMENTS INCORPORATED BY REFERENCE

None.

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FORWARD LOOKING STATEMENTS

This Annual Report includes statements concerning our expectations, beliefs, plans, objectives, goals, strategies, future events or performance and underlying assumptions and other statements that are not historical facts. These statements are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Actual results may differ materially from those expressed or implied by these statements. In some cases, our forward-looking statements can be identified by the words “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intend,” “may,” “objective,” “plan,” “potential,” “predict,” “projection,” “should,” “will,” “target” or other similar words. We have based our forward-looking statements on our management’s beliefs and assumptions based on information available to our management at the time the statements are made. We caution you that assumptions, beliefs, expectations, intentions and projections about future events may and often do vary materially from actual results. Therefore, we cannot assure you that actual results will not differ materially from those expressed or implied by our forward-looking statements. Accordingly, investors are cautioned not to place undue reliance on any forward-looking statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, these expectations and the related statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from those projected. These risks, uncertainties, and other factors include, but are not limited to:

- Challenging macroeconomic conditions affecting the residential new construction and the repair and remodel end markets and the commercial construction market, including high interest rates;
- Commodity price volatility or limited availability of raw materials, including steel, polyvinyl chloride (“PVC”) resin, aluminum, and glass due to supply chain disruptions;
- Increases in the macroeconomic inflationary environment; and the impact on demand for our products and services;
- Our ability to identify and develop relationships with a sufficient number of qualified suppliers to mitigate risk in the event a significant supplier experiences a significant production or supply chain interruption;
- Seasonality of the business and adverse weather conditions;
- The increasing difficulty for consumers and builders in obtaining credit or financing;
- Our ability to successfully implement operational efficiency initiatives and reduce costs while ensuring superior quality;
- Our ability to successfully achieve price increases to offset cost increases;
- Our ability to compete effectively against competitors;
- Our ability to successfully integrate our acquired businesses and to realize anticipated benefits;
- Our ability to employ, train and retain qualified personnel;
- Increases in labor costs, labor market pressures, potential labor disputes, union organizing activity and work stoppages at our facilities or the facilities of our suppliers;
- Increases in energy costs;
- Increases in freight and transportation costs;
- Volatility in the United States (“U.S.”) and international economies and in the credit markets;
- Additional impairments of our goodwill or intangible assets;
- Our ability to successfully develop new products or improve existing products;
- Enforcement and obsolescence of our intellectual property rights;
- Costs related to compliance with, violations of or liabilities under environmental, health and safety laws;
- Our ability to make strategic acquisitions accretive to earnings and dispositions at favorable prices and terms;
- Our ability to fund operations and provide increased working capital necessary to support our strategy and acquisitions using available liquidity;
- Global climate change, and compliance with new or changed laws or regulations relating to sustainability;
- Breaches of our information system security measures;
- Damage to our computer infrastructure and software systems, as well as issues relating to the incorporation of artificial intelligence solutions into our systems;
- Necessary maintenance or replacements to our enterprise resource planning technologies;
- Our ability to remediate a material weakness in our internal control over financial reporting and maintain an effective system of internal control over financial reporting;
- Increases in tariffs or import and trade restrictions, including any implementation of proposed tariffs by the second Trump administration;

- Potential personal injury, property damage or product liability claims or other types of litigation, including stockholder litigation related to the Merger (as defined herein);
- Compliance with certain laws related to our international business operations;
- Significant changes in factors and assumptions used to measure certain of our defined benefit plan obligations and the effect of actual investment returns on pension assets;
- Additional costs from new regulations which relate to the utilization or manufacturing of our products or services, including changes in building codes and standards;
- Our controlling stockholder’s interests differing from the interests of holders of our indebtedness;
- Our substantial indebtedness and our ability to incur substantially more indebtedness;
- Limitations that our debt agreements place on our ability to engage in certain business and financial transactions;
- Our ability to obtain financing on acceptable terms;
- Exchange rate fluctuations;
- Downgrades of our credit ratings;
- The effect of increased interest rates on our ability to service our debt; and
- Other risks detailed under the caption “Risk Factors” in Part I, Item 1A of this report.

A forward-looking statement may include a statement of the assumptions or bases underlying the forward-looking statement. We believe that we have chosen these assumptions or bases in good faith and that they are reasonable. However, we caution you that assumed facts or bases almost always vary from actual results, and the differences between assumed facts or bases and actual results can be material, depending on the circumstances. When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this report, including those described under the caption “Risk Factors” in Item 1A of this report. We expressly disclaim any obligations to release publicly any updates or revisions to these forward-looking statements to reflect any changes in our expectations unless the securities laws require us to do so.

PART I

Item 1. Business.

Our Company

Cornerstone Building Brands, Inc. ("Cornerstone Building Brands", together with its subsidiaries, unless the context requires otherwise, the "Company," "we," "us" or "our") is a holding company incorporated in the State of Delaware. We are a leading manufacturer of exterior building products in North America by sales and serve residential and commercial customers across both the new construction and repair and remodel markets.

Our operations are organized as three reportable segments: Aperture Solutions, Surface Solutions and Shelter Solutions. We have:

- One of the broadest product offerings in our industry. Our total addressable market is diverse and expands across multiple geographies, end markets, channels and customers providing us with significant benefits.
- A leading market position in various North American markets we serve, including, among others, vinyl windows, vinyl siding, stone veneer installations, metal accessories, metal roofing and wall systems and engineered metal building systems.
- An extensive coast-to-coast network of manufacturing, distribution and branch office facilities throughout North America.
- A vertically integrated manufacturing process that enables us to deliver better service and positions us to be a cost-advantaged manufacturer.

Our Business Strategy and Operating Model

Building our leading business and brand positions in attractive growth and return categories. We have leading brands that we believe have sustainable competitive advantages in the North American markets we serve. Our brands and core value proposition are meaningful to our customers and the consumers they serve in their respective categories.

Build on Cornerstone Building Brands customer-centric culture and sales excellence. We have a long track record of developing and maintaining deep and lasting channel partnerships. Our customers look to us not only for our product quality, performance, and breath of our product offering, but for our service and responsiveness. We have the opportunity to grow organically and to lead in price by continuing to build on our customer-centric culture and amplifying differentiation through top-tier service and quality, as well as new product development. Using a highly collaborative selling approach, we intend to grow in attractive, highly fragmented market sectors that demand superior service and value the reliability and energy efficiency offered by our products.

Revitalizing our operating model. Our business segments are organized based on distinct product categories and each segment's management is responsible for the business segment's strategy and bottom-line performance. While our business units operate with a certain degree of independence, they are built on a consistent and unifying framework of operating principles that we believe is critical to our strategic growth and margin improvement across our entire business. The framework builds on executing on operational, sales and growth excellence strategies.

We are focused on simplifying our business through rationalizing our brands and systems, as well as our manufacturing and warehouse footprint. We are delivering on creating more efficient and cost-effective processes by investing in automation; driving procurement savings; improving labor planning and productivity; as well as other improvements that leverage our scale to strengthen our business.

We believe our framework allows each of our business units to take advantage of available opportunities for revenue growth, pricing excellence and margin improvement. We believe this work will enable us achieve organic growth above market and to earn superior returns in the long-term.

Driving value through talent. The Company has built a diverse and talented leadership team that is well-positioned to execute on our transformation to a more aligned operating model. We believe that investing in our employees is a critical component of our business strategy. We endeavor to do this through talent acquisition, development, succession planning and fostering an inclusive workforce.

Enhancing returns and deploying our cash flow to high return opportunities. We continue to believe that investing in profitable, organic growth initiatives is our most attractive opportunity. We are intently focused on adhering to a disciplined capital allocation framework, which includes: (i) investing in our core business through capital expenditures and other organic growth initiatives, and (ii) pursuing strategic acquisitions to broaden our portfolio and capabilities across the residential and commercial markets, with a focus on adjacent exterior building products and related services. As part of this framework, we may also restructure, reposition or divest non-core product lines or assets.

We focus our core business investments on high-return initiatives in large markets to build scale and drive efficiency and investments in growing markets that leverage our operational and distribution channel capabilities.

Acquisitions and divestitures. We regularly evaluate opportunities that best support our long-term strategy, including acquisitions and divestitures.

We have a history of making strategic acquisitions that meet strict criteria. We frequently engage in negotiations with potential sellers regarding the possible purchase of businesses or assets that are strategic and complementary to our existing operations. Such negotiations may include participation in public auctions involving a number of potential buyers or situations where we are the only party or one of a very limited number of potential buyers.

We also evaluate possible dispositions of assets or businesses when such investments are no longer core to our operations and do not fit into our long-term strategy.

Reportable Segments

We have three reportable segments: Aperture Solutions, Surface Solutions and Shelter Solutions. Our reportable segments compete based on aesthetics, quality, price, service, product performance, breadth of product offerings and responsiveness to distributor, retailer and installer needs, as well as end-user customer preference. Our markets are very competitive. For the year ended December 31, 2024, our top 10 customers accounted for 38% of net sales, with one customer accounting for 12% of our net sales. See Note 18 — *Reportable Segment and Geographical Information* in the Notes to the Consolidated Financial Statements for information on our reportable segments.

Aperture Solutions

Our Aperture Solutions reportable segment offers a broad line of windows and doors at multiple price tiers for the residential new construction and repair and remodel end-markets in the U.S. and Canada. Our products mainly include vinyl, aluminum and aluminum clad-wood windows and patio doors, as well as steel, wood and fiberglass entry doors. Our product categories and collection of key brands in the Aperture Solutions reportable segment includes the following:

Product Categories	Brands
Windows	Ply Gem®, Simonton®, Atrium®, American Craftsman®, Silver Line®, Cascade® Windows, Prime Windows, Great Lakes Windows®, North Star®, Bertha®, Harvey®, SoftLite® and Thermo-Tech®.
Doors	Ply Gem®, Simonton®, Atrium®, American Craftsman®, Silver Line®, North Star®, Bertha®, Harvey®, SoftLite® and Thermo-Tech®

We sell our windows and doors through multiple distribution channels. Our residential new construction product lines are sold across a diversified customer base, which includes independent building products dealers, regional and national lumberyards, homebuilders and contractors, and retail home centers. Our residential repair and remodel window products are primarily sold through one-step distributors, retail home centers, and independent home improvement dealers and retail home centers. Dealers typically market directly to homeowners or contractors in connection with remodeling requirements, while distributors focus primarily on selling to builders, contractors and local independent retailers. We are a key supplier to the nation's largest homebuilders, which we have served through our distribution channels and through direct relationships for over 10 years.

In Canada, sales for residential new construction are predominantly made on a direct basis to homebuilders and contractors, while residential repair and remodel products are primarily sold through independent window dealers and regional lumberyards. We distribute Ply Gem Canada products through our distribution centers across Western Canada. In Ontario, we manufacture and distribute North Star branded windows and doors primarily for the premium-priced tier of the residential repair and remodel market.

The North American window and patio door market remains highly fragmented. The Aperture Solutions reportable segment's main competitors include national brands such as Jeld-Wen, Pella, MI and Andersen, and regional brands such as PGT, United and Provia. Competitors in Canada include Jeld-Wen, All Weather at Home and numerous regional brands. We generally compete on aesthetics, quality, price, service, product performance, breadth of product offerings and responsiveness to distributors', retailers' and installers' needs. We believe all our products are competitively priced and that we are one of the few manufacturers to serve all end markets and price points on a national basis.

Surface Solutions

Our Surface Solutions reportable segment offers a broad suite of surface solution products and accessories at multiple price tiers for the residential new construction and repair and remodel end markets as well as stone installation services. Our product categories and collection of key brands in the Surface Solution reportable segment include the following:

Product Categories	Brands
Siding and accessories	Ply Gem®, Mastic®, Mitten®, Variform®, MAC Metal Architectural®
Cellular PVC trim	Ply Gem®
Vinyl fencing and railing	Ply Gem®
Stone veneer	Ply Gem®, Environmental Stoneworks®, ClipStone®, Canyon Stone®
Gutter & Gutter protection	Ply Gem®, Leaf Relief®, Leaf Relief Snap Tight, Leaf Smart®, Leaf Logic®

We sell our Surface Solutions products mainly through wholesale and specialty distributors, retail home centers, manufactured housing producers, homebuilders, and contractors. We have an extensive network of independent dealers and distributors serving contractors and homebuilders nationwide. We believe we are well-positioned in the specialty distributor channel with many of the largest and most successful distributors in the industry. In Canada, our products are distributed nationwide, mainly through our distribution centers and to retail home centers, lumberyards and contractors.

Our main vinyl siding competitors include CertainTeed, Alside, Westlake Royal Building Products and smaller regional competitors. Our aluminum accessories competitors include Rollex, Euramax, Gentek and other smaller regional competitors. Our vinyl fencing and railing competitors mainly include Barrette, U.S. Fence, Homeland Vinyl Products, Westech, Bufftech, and Azek. Our cellular PVC trim and moulding competitors mainly include Azek, Inteplast, KOMA, Versatex, Kleer, CertainTeed and Westlake Royal Building Products. Our stone veneer competitors mainly include Cultured Stone and Eldorado Stone, Coronado Stone Products and smaller regional competitors.

Shelter Solutions

Our Shelter Solutions reportable segment designs, engineers, manufactures and distributes an extensive line of building products for the low-rise commercial construction market under multiple brand names and through a nationwide network of manufacturing plants and distribution centers.

We believe we maintain leading positions across all our key product categories in this reportable segment and we believe that our brands, many of which have been in use for several decades, are well-recognized by our customers and industry associations. Our principal products in this reportable segment include:

Metal Building Systems – Metal building systems consist of engineered structural members and panels that are fabricated and roll-formed in a factory. These systems are custom designed and engineered to meet project requirements and then shipped to a construction site complete and ready for assembly with no additional field welding required. Engineered building systems manufacturers design an integrated system that meets applicable building code and designated end use requirements. These systems consist of primary structural framing, secondary structural members (purlins and girts) and metal roof and wall systems or conventional wall materials manufactured by others, such as masonry and concrete tilt-up panels.

Our metal building systems are sold predominately under the Metallic Building Company®, Ceco Building Systems, Star Building Systems®, Heritage Building Systems®, Robertson Building Systems® brands and Mueller Building Systems® brands.

Metal Roofing and Wall Systems – These products are used in new construction and in repair and retrofit applications for industrial, commercial, institutional, agricultural, rural and residential uses. Metal components are used in a wide variety of construction applications, including purlins and girts, roofing, standing seam roofing, walls, doors, trim and other parts of traditional buildings, as well as in architectural applications and engineered building systems.

Our residential metal roofing and wall systems are sold predominantly under key brands including Union Corrugating Company®, Reed's Metals® and Metal Depots® brands. Our commercial metal components are sold predominately under key brands including MBCI® and ABC American Building Components® brands.

Our Retail Direct business is comprised of the Heritage Building Systems®, Reed's Metals®, Metal Depots® brands and Mueller Building Systems® brands. This business sells simple metal buildings including pole barns, cold formed buildings and low-complexity pre-engineered metal buildings, metal roofing and some third party produced products to retail customers through a network of branch locations.

Our products offer a number of advantages over traditional construction alternatives, including shorter construction time, more efficient use of materials, lower construction costs, greater ease of expansion and lower maintenance costs. We sell our products for both new construction and repair and remodel applications across a broad range of markets and customer solutions, including distribution and warehouse facilities; manufacturing and industrial facilities; as well as automotive, aviation, agricultural, healthcare, educational and retail facilities, among others.

We compete with a number of other manufacturers of metal components and engineered building systems for the building industry, which mainly include Nucor, BlueScope, McElroy, Metal Sales and Central States. Many of these competitors operate on a regional basis. We have two primary nationwide competitors in the engineered building systems market and three primary nationwide competitors in the metal components market. The metal components market is more fragmented than the engineered building systems market.

Other Information

Manufacturing and Distribution

We employ a multichannel distribution strategy with 199 manufacturing and warehouse facilities across North America. Our broad distribution network enables us to serve customers across all 50 U.S. states, all 10 Canadian provinces and other select international jurisdictions. Our integrated footprint enhances our ability to serve and develop deeper customer relationships across both our residential and commercial end markets. The breadth of diversification across our business, from what we sell, to where we sell and to whom we sell, enables significant resiliency in our business model by insulating us from any negative trends or fluctuations in any single market segment, distribution channel, customer segment or product category.

Seasonality

Our sales volume is generally higher during our second and third quarters, which is historically the peak season for new construction and repair and remodeling in North America. Seasonal variations in our operational results may be impacted by inclement weather and other conditions. Working capital requirements have generally been greatest during the first half of our fiscal year due to the timing of the buildup of inventory to support the heavier construction season.

Raw Materials

We mainly use PVC resin, aluminum and glass in our residential products and steel in our commercial products. The availability, quality and costs of many of these commodities have fluctuated, and will continue to fluctuate over time. Raw materials are mainly sourced from North America, generally available from numerous sources and the number of suppliers is adequate to support production. We have typically been able to pass commodity price increases to our customers.

Intellectual Property

Product innovation and branding are important to the success of our business. In addition to the brand protection offered by our trademarks, patent protection helps distinguish our unique product features in the market by preventing copying and making it more difficult for competitors to benefit unfairly from our design innovation. We hold U.S. and foreign patents covering various features used in products sold within all of our reportable segments. Although each of our reportable segments relies on a number of trademarks, patents and patent groups that, in the aggregate, provide important protections to the Company, no single trademark, patent or patent group is material to any of the Company's reportable segments. We vigorously protect our intellectual property rights.

Human Capital Resources

At December 31, 2024, we employed more than 18,800 full-time and part-time employees (excluding contract workers), with 81% of our workforce composed of hourly production, manufacturing, shipping, customer service and other employees. Approximately 1,900 of employees work under collective bargaining agreements. Our current agreements expire in 2025 and 2027.

Corporate stewardship is a responsibility that is deeply embedded in our long brand history. We believe our employees drive our business and our ability to effectively serve our customers and sustain our competitive position. We endeavor to create an environment that keeps our employees safe, treats them with dignity and respect and fosters a culture of high performance. We do this through the programs summarized below, the objective and related risk of each is overseen by our Board of Directors or its committees.

Leadership, Talent Acquisition and Talent Management

Our team members are critical to our mission and success, and, as such, our goal is to be an employer of choice in the communities in which we operate. Essential to this is creating a workplace that promotes our core values and shared mindsets and behaviors. These elements include our commitment to customer centricity, interconnectedness, and continuous improvement. We take great care in hiring, developing and retaining our team members to maximize their individual potential and our cumulative success.

To succeed in an ever-changing and competitive labor market, we have identified priorities we believe are critical to our success in attracting, motivating, developing, and retaining employees. These include among other things: (i) promoting health and safety (ii) providing market-competitive compensation and benefit programs, (iii) emphasizing performance management and career development, and (iv) championing an inclusive work environment. Further information is available in our Environmental, Social & Governance Report report available on our website.

Compensation and Benefit Programs

We are committed to providing our employees with a market-competitive compensation package that rewards performance and achievement of desired business results. Our compensation package consists of three primary benefits: pay (base pay and incentive programs), health and welfare benefits, and retirement contributions. Our programs target the market median for competitiveness. We provide benefit programs with the goal of improving physical, mental, and financial wellness of our employees throughout their employment. Some examples of this include base and variable pay, medical, dental, vision, life and accidental death and dismemberment insurance, paid time off and retirement savings plans. We analyze our compensation and benefit programs annually to ensure we remain competitive and make changes as necessary.

Performance Management and Career Development

Our leaders receive training on our three pillars of performance management, including goal-setting, professional development, and giving performance and development feedback. This creates the foundation for our leaders to support their teams to connect their work to our purpose, mission, values, and strategies of the Company, motivating and giving them a higher sense of purpose.

Our talent strategy is focused on having the right people with the right skills in the right roles supporting a consistent and compelling employee experience. We believe this enables us to exceed our customers' expectations and allow our people to develop and increase their career opportunities. Our talent management process:

- Clearly defines roles and goals;
- Establishes clear-cut performance and behavior expectations;
- Focuses work in alignment with business strategy and company goals; and
- Creates consistent, structured processes to enable development and career growth, including extensive curriculum and training programs.

We manage and measure our employee engagement with a view to gaining insight into our employees' experiences, levels of workplace satisfaction, and feelings of engagement within the Company. We measure employee engagement and manager effectiveness at least annually through our global engagement survey and strive to increase our engagement scores year-over-year. To assist in this effort, managers are given direct access to their engagement results, share these results with their teams, and create measurable action plans. The senior leadership team demonstrates their commitment to engagement through transparent communications in town halls and leadership team meetings. Engagement is also managed at the local level.

Employee Safety and Wellness

Cornerstone Building Brands is committed to safety as our highest priority. Safety is one of the Company's core values. We are committed to (i) providing training for our employees to perform their job tasks safely, (ii) developing and maintaining safety programs and initiatives with the purpose of eliminating all injuries, safety incidents and job-related illnesses and (iii) addressing all safety risks in a thorough and timely manner. We publicly disclose operational health and safety statistics on our rate of recordable injuries and our rate of lost workdays due to injuries involving full-time and part-time employees, temporary employees and contractors.

Our employee safety and wellness programs are designed around enterprise-wide policies and standards and a commitment to complying with applicable laws within our manufacturing, service and install, and headquarter operations. We proactively implement management systems and procedures consistent with industry best practices to prevent employee health and safety risks and to create a strong safety culture and improve performance. We are committed to continuous improvement and continue to measure, refine, and improve on our performance. We educate and train our employees to help ensure compliance with our policies, standards, and management systems. We also have policies and procedures in place to encourage employees to stop work to address at-risk conditions without threat of retaliation. Our management and Board of Directors regularly review our health and safety results and progress at Board of Directors meetings to promote continuous improvement.

Environmental Matters

Sustainability

We are well-positioned to make positive impacts on the communities we serve as we continue our journey to become North America's premier manufacturer of exterior building solutions.

We recognize our responsibility as a provider of building solutions to communities across North America to incorporate sustainability into our products and our business operations. Our business is committed to integrating sustainability in decision making.

In 2024, we continued our sustainability journey by establishing baselines for key sustainability metrics, implementing a SaaS application to operationalize our sustainability data and engaging our supply chain with respect to sustainability specific initiatives. We also continued to focus on a climate-positive future through energy and water conservation, landfill diversion and responsible sourcing while acting as stewards of the environment. By addressing energy usage and operational environmental impacts, we seek to have a positive impact for both our stakeholders and the planet. We are committed to the well-being of our employees, our fence line communities and the customers we serve. We believe that our sustainable business practices provide positive societal benefits for our people and our communities.

As we continue to develop an integrated strategy of financial growth and corporate responsibility for the future, we acknowledge that there is still much work to do as we take the next steps on our sustainability journey. Our highest priority is always the safety of our employees. We are committed to conducting business at the highest levels of ethics every day.

Environment, Health and Safety Matters

Our operations are subject to various federal, state, local and foreign environmental, health and safety laws. Among other things, these laws regulate the emissions or discharge of materials into the environment; govern the use, storage, treatment, disposal and management of hazardous substances and wastes; protect the health and safety of our employees and the end-users of our products; regulate the chemicals imported and used in our raw materials and products; and impose liability for the costs of investigating and remediating (as well as other damages resulting from) present and past releases of hazardous substances. Violations of these laws or of any conditions contained in environmental permits could result in substantial fines or penalties, injunctive relief, consent orders, requirements to install pollution controls or other abatement equipment, or civil sanctions.

We could be held liable for costs to investigate, remediate, or otherwise address contamination at any real property we have ever owned, operated or used as a disposal site, or at other sites where we or predecessors may have released hazardous materials. We could incur fines, penalties or sanctions or be subject to third-party claims, including indemnification claims, for property damage, personal injury or otherwise as a result of violations of (or liabilities under) environmental, health and safety laws, or in connection with releases of hazardous or other materials.

Changes in or new interpretations of existing laws, regulations or enforcement policies, the discovery of previously unknown contamination or other environmental liabilities or obligations with respect to our products or business activities, or the imposition of new regulatory requirements for our facilities may lead to additional costs that could have an adverse effect on our business, financial condition or results of operations.

We do not believe that compliance with environmental, health and safety laws, including existing requirements to investigate and remediate contamination, will have a material adverse effect on our business, financial position, or manufacturing processes.

The following are representative environmental, health and safety requirements relating to our operations:

Air Emissions. Our operations are subject to the federal Clean Air Act and comparable state and foreign laws. These laws govern emissions of air pollutants from industrial stationary sources, such as our manufacturing facilities, and impose various permitting, air pollution control, emissions monitoring, recordkeeping and reporting requirements. Such laws may require us to obtain pre-approval for constructing or modifying our facilities in ways that have the potential to produce new or increased air emissions; obtain and comply with operating permits that limit air emissions or certain operating parameters, or employ best available control technologies to reduce or minimize emissions from our facilities. We may be required to purchase air pollution control equipment to comply with air emissions laws.

Greenhouse Gases. Efforts to mitigate the effects of global climate change has led to federal, state and foreign legislative and regulatory efforts to limit greenhouse gas ("GHG") emissions. While GHG regulations generally do not affect our facilities as they are insignificant sources, more stringent federal, regional, state, and foreign laws and regulations relating to global climate change and GHG emissions may be adopted similar to those established in California in 2023. These laws and regulations could impact our facilities, raw material suppliers, the transportation and distribution of our products, and our customers' businesses, which could reduce demand for our products or cause us to incur additional capital, operating or other costs. Until the timing, scope and extent of any additional future legislation or regulation becomes known, we cannot predict its effect on our business. In addition, global climate change may increase the frequency or intensity of extreme weather events, such as storms, floods, extreme temperatures and other events that could affect our facilities, our supply chain, raw material suppliers, the transportation and distribution of our products, and demand for our products.

Hazardous and Solid Industrial Waste. Our operations generate industrial solid wastes, including some hazardous wastes that are subject to the federal Resource Conservation and Recovery Act ("RCRA") and comparable state and foreign laws. RCRA imposes requirements for the handling, storage, treatment, and disposal of hazardous waste. Industrial wastes that we generate in our manufacturing processes, such as used chemicals, may be regulated as hazardous waste, although RCRA has provisions to exempt some of our wastes from this category. However, our non-hazardous and exempted industrial wastes are still regulated under state law or the less stringent industrial solid waste requirements of RCRA.

RCRA Corrective Action Program. Certain facilities may be subject to the Corrective Action Program under the Solid Waste Disposal Act, as amended by RCRA, and the Hazardous and Solid Waste Amendments ("Corrective Action Program"). The Corrective Action Program is designed to ensure that certain facilities subject to RCRA have investigated and remediated releases of hazardous substances at their property.

CERCLA. The Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA", commonly known as Superfund), and comparable state and foreign laws impose liability, without regard to fault or the legality of the original conduct, on certain classes of persons responsible for releases of hazardous substances into the environment. These include the current and past owners or operators of sites where hazardous substances were released, and companies that disposed or arranged for disposal of hazardous substances at off-site locations such as landfills. CERCLA authorizes the EPA and, in certain cases, third parties to take actions in response to threats to the public health and welfare or the environment and to seek to recover remediation costs from the responsible parties.

We currently own or lease, and historically owned or leased, numerous properties that have extensive histories of industrial operations. Hazardous substances may have been released on, under or from these properties, or on, under or from other locations where hazardous wastes have been disposed. Some of these properties have been owned or operated by third parties who may have released hazardous substances for which we could have liability. We could be required to investigate or remediate contaminated property, perform remedial closure activities, or assess and remediate volatile chemical vapors migrating from soil or groundwater into overlying buildings. Our liability for investigating and remediating contamination could be joint and several and could include damages for impacts to natural resources.

Wastewater Discharges. Our operations are subject to the federal Water Pollution Control Act, also known as the Clean Water Act ("CWA") and comparable state and foreign laws. These laws impose requirements and strict controls regarding the discharge of pollutants from industrial activity into waters of the U.S. Such laws may require that we comply with stormwater runoff and wastewater discharge standards or obtain permits limiting our discharges of pollutants. Failure to comply with

CWA requirements could subject us to monetary penalties, injunctions, restrictions on operations, and administrative or civil enforcement actions. We may be required to incur certain capital expenditures for wastewater discharge or stormwater runoff treatment technology to comply with wastewater permits and water quality standards.

Employee Health and Safety. We are subject to the Occupational Safety and Health Act ("OSHA") and comparable state and foreign laws that regulate the protection of the health and safety of our workers. Among other things, we are required to maintain and make available to our employees, state and local government authorities, and others information about hazardous materials used or produced by our operations.

Available Information

The Company's website address is www.cornerstonebuildingbrands.com. The Company's annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to these reports are available free of charge on the Company's website as soon as reasonably practicable after the reports are filed or furnished electronically with the SEC. Reports filed with the SEC are also made available on its website at www.sec.gov.

Item 1A. Risk Factors.

Risks Related to Our Industry and Economic and Market Conditions

Our industry is highly sensitive to macroeconomic conditions. Negative economic events including, but not limited to, actual or perceived economic downturns, lower business and consumer confidence, high interest rates, inflation, and lower new construction starts and repair and remodeling activity may materially and adversely affect the outlook for our business, financial condition and results of operations.

The construction industry is highly sensitive to global, national and regional macroeconomic conditions. The risks associated with our business may become more acute in periods of a slowing economy or economic downturns, which may reduce business and consumer confidence and result in decreased demand for our products. Furthermore, rising, or volatile continued high interest rates in response to concerns about inflation may further increase economic uncertainty and heighten these risks. In addition, instability and weakness of the U.S. and global economies, including due to disruptions to financial markets, inflation, actual or perceived economic downturns, rising unemployment, geopolitical events and the negative effects on consumer spending, may materially adversely affect our business, financial condition and results of operations.

Our residential business depends heavily on the new home construction and repair and remodel markets. Our commercial business depends heavily on the levels of commercial construction activity. Current market estimates continue to forecast high levels of volatility in 2025, including greater and faster-than-normal changes in factors such as interest rates, inflation, business and consumer confidence, unemployment, and the availability of business and consumer credit. Such volatility could cause declines in the residential and commercial construction activity markets and could lead to decreased demand for and sales of our products, which would have an adverse impact on our business, financial condition and results of operations.

Our financial results are also impacted by our consumers' ability to finance home repair and remodeling projects or the purchase of new homes. The ability of consumers to finance these purchases is affected by such factors as new and existing home prices, homeowners' equity values, interest rates and home foreclosures, which in turn could result in a tightening of lending standards by financial institutions and reduce the ability of some consumers to finance repair and remodeling expenditures or home purchases. Declining home values, increased home foreclosures and tightening of credit standards by lending institutions have in the past and may in the future negatively impact the home repair and remodeling and the new construction sectors, which could adversely affect our business, financial condition and results of operations.

Historically, any uncertainty about economic conditions has had a negative effect on our business, and will continue to pose a risk to our business as our customers may postpone spending in response to tighter credit, higher interest rates, negative financial news or declines in income or asset values, which could have a material negative effect on the demand for our products. Other factors that could influence demand include fuel and other energy costs, the availability or increased cost of homeowner's insurance, overall conditions in the residential and commercial real estate markets, labor and healthcare costs, access to credit, tariffs, and other macroeconomic factors.

From time to time, our industry has also been adversely affected in various parts of the country by declines in commercial construction starts, including but not limited to, high vacancy rates, changes in tax laws affecting the real estate industry, high interest rates and the unavailability of financing. Sales of our products may be adversely affected by continued weakness in demand for our products within particular customer groups, or a continued decline in the general construction industry or particular geographic regions. These and other economic factors could have a material adverse effect on demand for our products and on our business, financial condition and results of operations.

Risks Related to Our Business

Inability to optimize operational efficiency could adversely affect our business, results of operation and financial condition.

Our ability to sell quality products at profitable margins depends in large part on our ability to efficiently operate our facilities. We are implementing initiatives to optimize our operational efficiencies and reduce costs while ensuring superior quality. If we are unsuccessful in implementing these initiatives, or are otherwise unable to operate our manufacturing facilities efficiently, produce high quality products and provide value to our customers, our business, financial condition and results of operations could be materially and adversely affected.

Failure to attract and retain employees could adversely affect our business, results of operation and financial condition.

Our ability to attract and retain or replace employees is challenging due to a shortage of hourly and technically skilled workers for our manufacturing facilities and a competitive market for non-manufacturing workers. We face intense competition for talent to operate our manufacturing facilities, including from current and potential competitors in our industry. As a large-scale manufacturer, our workforce is distributed across North America, and we may incur significant costs to attract and retain employees, particularly in smaller, local markets. We also face intense competition for non-manufacturing talent given the broader labor market conditions. If we do not attract and retain the services of individuals to operate our manufacturing facilities, we may experience delays in producing our products, which may result in a reduction in net sales and an adverse effect on our business, results of operations and financial condition. In addition, if we are not successful in attracting and retaining the services of non-manufacturing workers, our business, our financial condition and results of operations could be adversely impacted.

Increases in labor costs, potential labor disputes, union organizing activity and work stoppages at our facilities or the facilities of our suppliers and changes in demographics or regulatory conditions could delay or impede our production, reduce sales of our products and increase our costs.

Our ability to attract and retain qualified manufacturing team members to operate our manufacturing plants efficiently is critical to our financial performance. Our financial performance is affected by the availability of qualified personnel and the cost of labor. As of December 31, 2024, about 10% of our employees were represented by labor unions, the collective bargaining agreements with whom will expire in fiscal year 2025 and 2027. We are subject to the risk that strikes or other types of conflicts with personnel may arise or that we may become a subject of union organizing activity. Furthermore, some of our direct and indirect suppliers have unionized work forces. Strikes, work stoppages or slowdowns experienced by these suppliers could result in slowdowns or closures of facilities where components of our products are manufactured. Any interruption in the production or delivery of our products could reduce sales of our products and increase our costs. Any labor shortage will create operating inefficiencies that could adversely impact our financial performance. In addition, changes in demographic or regulatory conditions in certain geographic markets, including changes in immigration law, may adversely affect our ability or our customers’ ability to maintain an adequately skilled labor force.

The industries in which we operate are highly competitive.

Competition in the construction markets of the building industry is intense. Competition is based primarily on aesthetics, quality, price, service, product performance, breadth of product offerings and responsiveness to distributor, retailer and installer needs, as well as end-user customer preference. In addition, we also compete with alternative building products materials and alternative methods of building construction that do not utilize our products which may be viewed as more traditional, more aesthetically pleasing or having other advantages.

In our Aperture Solutions and Surface Solutions reportable segments, we compete with other national and regional manufacturers of exterior building products. Some of these companies are larger and have greater financial resources than we do. Accordingly, these competitors may be better equipped to withstand changes in conditions in the industries in which we operate and may have significantly greater operating and financial flexibility than we do. Additionally, our products face competition from alternative materials, such as wood; composites and fiberglass in windows; metal; fiber cement; and masonry and composites in siding. In our Shelter Solutions reportable segment, we compete with a number of other manufacturers of metal components and engineered building systems ranging from small local firms to large national firms.

In addition, we and other manufacturers of metal components and engineered building systems compete with alternative methods of building construction.

Further, vertical consolidation by our competitors may negatively impact our ability to compete. For example, in the past several of our competitors in the Shelter Solutions reportable segment were acquired by steel producers. Competitors owned by steel producers may have a competitive advantage on raw materials that we do not enjoy. Steel producers may prioritize deliveries of raw materials to such competitors or provide them with more favorable pricing, both of which could enable them to offer products to customers at lower prices or accelerated delivery schedules.

In all our reportable segments, failure to provide our customers with quality, service, on-time delivery and project completion, and other value additions would negatively affect our ability to compete in our industry. The resulting increased competition from other exterior building products manufacturers, as well as the competition from alternative building materials and alternative construction methods, could cause us to lose our customers and lead to net sales decreases, which would impact our results of operations.

Price volatility and supply constraints for raw materials could prevent us from meeting delivery schedules to our customers or reduce our profit margins.

Our business is heavily dependent on the price and supply of raw materials including steel, PVC resin, aluminum and glass. Raw material prices have been volatile in recent years and may remain volatile in the future. Raw material prices are influenced by numerous factors beyond our control, including general domestic and international economic conditions; currency fluctuations; supply constraints; competition; labor costs; freight and transportation costs; production costs; and tariffs, import duties and other trade restrictions. For example, in 2018, the Trump administration implemented new tariffs on imports of steel and aluminum into the U.S. In response to these tariffs, the European Union, Canada, Mexico and China announced tariffs on U.S. goods and services. Although some of these tariffs have been rescinded, suspended, or modified, some remain. In addition, the second Trump administration has proposed new, broad tariffs on all imports, as well as targeted tariffs on certain trading partners. We cannot predict what, if any, new tariffs will be implemented, and we are closely monitoring the administration's actions in this space, particularly for any that may affect our operations in Mexico and Canada. The current tariffs, along with any future tariffs and trade restrictions that may be implemented by the second Trump administration, could result in reduced overall economic activity and increased costs in operating our business.

A sudden increase in demand for steel, PVC resin, aluminum or glass could affect our ability to purchase such raw materials and result in rapidly increasing prices. We have historically been able to substantially pass on significant cost increases in raw materials through price increases to our customers; however, we may not be able to do so in the future. Further, if the available supply of any of the raw materials we use declines, we could experience a deterioration of service from our suppliers or interruptions or delays that may cause us not to meet delivery schedules to our customers. Any of these problems could adversely affect our business, results of operations and financial condition. We can give no assurance that steel, PVC resin, aluminum or glass will remain available, that prices will not continue to be volatile or that we will be able to purchase these raw materials on favorable or commercially reasonable terms.

Further, we use energy in the manufacturing and transportation of our products. In particular, our manufacturing plants use considerable amounts of electricity and natural gas. Consequently, our operating costs typically increase if energy costs rise. During periods of higher energy costs, we may not be able to recover our operating cost increases through price increases without reducing demand for our products. To the extent we are not able to recover these cost increases through price increases or otherwise, our profitability will be adversely impacted. From time to time, we may partially hedge our exposure to higher prices through fixed forward positions. However, such fixed forward positions or other hedging instruments may not fully mitigate our risk from operating cost increases.

We rely on third-party suppliers for materials in addition to steel, PVC resin, aluminum and glass, and if we fail to identify and develop relationships with a sufficient number of qualified suppliers, or if there is a significant interruption in our supply chains, our business and results of operations could be adversely affected.

In addition to steel, PVC resin, aluminum and glass, our operations require other raw materials from third-party suppliers. We generally have multiple sources of supply for our raw materials; however, in some cases, materials are provided by a single supplier. The loss of, or substantial decrease in the availability of, products from our suppliers, or the loss of a key supplier, could adversely impact our business, financial condition and results of operations. In addition, supply interruptions could arise from shortages of raw materials, commodity cost volatility, pandemics, labor disputes or weather conditions affecting products or shipments or other factors beyond our control. For example, U.S. and global markets are experiencing volatility and disruption related to the escalation of geopolitical tensions and the military conflict currently ongoing in Ukraine and the Middle East. While we do not have any customer or direct supplier relationships with any entities in Russia, Ukraine, or the Middle East, these conflicts could lead to market or operational disruptions, including significant volatility in commodity prices, credit and capital markets, as well as supply chain interruptions. Short- and long-term disruptions in our supply chain would result in a need to maintain higher inventory levels as we replace similar product, a higher cost of product and ultimately a decrease in our net sales and profitability. To the extent our suppliers experience disruptions, there is a risk for delivery delays, production delays, production issues or delivery of non-conforming products by our suppliers. Even where these risks do not materialize, we may incur costs as we prepare contingency plans to address such risks. In addition, disruptions in transportation lines could delay our receipt of raw materials. If our supply of raw materials is disrupted or our delivery times are extended, our business, results of operations and financial condition could be materially adversely affected.

An inability to successfully develop new products or improve existing products could negatively impact our ability to attract new customers or retain existing customers, including our significant customers.

Our success depends on meeting consumer needs and anticipating changes in consumer preferences with successful new products and product improvements. We aim to introduce products and new or improved production processes proactively to meet customer needs, and to offset obsolescence and decreases in sales of existing products. While we devote significant focus to the development of new products, we may not be successful in product development and our new products may not be commercially successful. In addition, it is possible that competitors may improve their products more rapidly or respond to changing consumer preferences more effectively, which could adversely affect our net sales. Furthermore, market demand may decline as a result of consumer preferences trending away from our categories or trending down within our brands or product categories, which could adversely impact our business, results of operations and financial condition.

Our Aperture Solutions and Surface Solutions reportable segments depend on a core group of significant customers for a substantial portion of net sales and we expect this to continue for the foreseeable future. For the year ended December 31, 2024, the top 10 customers accounted for 59% of net sales in Aperture Solutions and 49% of net sales in Surface Solutions. The loss of, or a significant adverse change in our relationships with our largest customers, or loss of market position of any major customer, whether because of an inability to successfully develop new products or improve existing products, or otherwise, could cause a material decrease in net sales. The loss of, or a reduction in orders, from any significant customers, losses arising from customers' disputes regarding shipments, fees, merchandise condition or performance or related matters, or an inability to collect accounts receivable from any major customer could adversely impact our net sales and profitability. In addition, net sales from customers that have accounted for significant net sales in past periods, individually or as a group, may not continue, or if continued, may not reach or exceed historical levels in any period.

Our business may be adversely affected by weather conditions and other external factors beyond our control.

Markets for our products are seasonal and can be affected by inclement weather conditions. Historically, our business has experienced increased sales in the second and third quarters of the year due to increased construction during those periods. Because much of our overhead and operating expenses are spread ratably throughout the year, our operating profits tend to be lower in the first and fourth quarters. Inclement weather conditions can affect the timing of when our products are supplied or installed, causing reduced profit margins when such conditions exist. For example, unseasonably cold weather or extraordinary amounts of rainfall in the markets we serve may decrease construction activity.

Further, other external factors beyond our control could cause disruptions at any of our facilities, including maintenance outages; prolonged power failures or reductions; a breakdown, failure or substandard performance of any equipment or other operational problems; disruptions in the transportation infrastructure, including railroad tracks, bridges, tunnels or roads; fires, floods, hurricanes, earthquakes or other catastrophic disasters; pandemics; or an act of terrorism. Any prolonged disruption in operations at any of our facilities could cause a significant loss in production. As a result, we could incur significantly higher costs and longer lead times associated with distributing our products to customers during the time that it takes for us to reopen or replace a damaged facility. This could cause our customers to purchase from our competitors and stop purchasing from us either temporarily or permanently, particularly where we are currently a customer's single source of supply. If any of these events were to occur, it could adversely affect our business, financial condition and results of operations.

If we are unable to enforce our intellectual property rights, or if such intellectual property rights become obsolete, our competitive position could be adversely affected.

As a company that manufactures and markets branded products, we rely heavily on trademark and service mark protection to protect our brands. We also have issued patents and rely on trade secret and copyright protection for certain of our technologies. These protections may not adequately safeguard our intellectual property and we may incur significant costs to defend our intellectual property rights, which may adversely affect our financial condition. There is a risk that third parties, including our current competitors, will infringe on our intellectual property rights or will claim that our products infringe on their intellectual property rights, in which case we would have to defend these rights or ourselves, which may be costly or unsuccessful.

There can be no assurance that the efforts we have taken to protect our business with respect to intellectual property rights will be sufficient or effective. If we are unable to protect and maintain our intellectual property rights, or if there are any successful challenges to our intellectual property rights or infringement proceedings against us, our business, financial condition and results of operations could be materially and adversely affected.

We could incur significant costs as a result of compliance with, violations of or liabilities under applicable environmental, health and safety laws.

Our operations include 93 manufacturing facilities and 106 distribution and warehouse facilities located throughout North America (see "*Item 2. Properties*" for additional information). As a result, our operations are subject to various federal, state, local and foreign environmental, health and safety ("EHS") laws. Among other things, these laws (i) regulate the emissions and discharges of pollutants into the environment, (ii) govern the use, storage, treatment, disposal and management of hazardous materials and wastes, (iii) protect the health and safety of our employees, the end-users of our products, and the general public, (iv) regulate the chemicals imported and used in our raw materials and products, and (v) impose liability for the costs of investigating and remediating present and past releases of hazardous materials and other related damages. Violations of these laws or of any conditions contained in environmental permits could result in substantial fines or penalties, injunctive relief, requirements to install pollution or other controls or other equipment, civil sanctions, and in extreme cases, criminal sanctions, permit revocations, and facility shutdowns. We could be held liable for the costs to investigate, remediate or otherwise address contamination at any real property we have historically owned or, operated, at third party sites contracted for waste disposal, or at sites where predecessors released hazardous materials. We also could incur fines, penalties or sanctions or be subject to third-party claims, including indemnification claims, for property damage, personal injury or otherwise because of violations of or liabilities under EHS laws or in connection with releases of hazardous materials. In addition, changes in or new interpretations of existing EHS laws, regulations or enforcement policies, the discovery of previously unknown environmental contamination, or the imposition of other environmental liabilities or obligations in the future, in each case with respect to our operations, products or business activities, may lead to additional costs that could have a material adverse effect on our business, financial condition or results of operations. We cannot predict whether such liabilities or obligations will arise in the future or the scope thereof.

Changes in building codes and standards could increase the cost of our products, lower the demand for our products, or otherwise adversely affect our business.

Our products are subject to extensive and complex local, state, federal, and foreign statutes, ordinances, rules, and regulations. These mandates, including but not limited to building design safety and construction standards and zoning requirements, affect the cost, selection, and quality requirements of the products we sell, including building structures and envelopes, roofs, windows and siding. These statutes, ordinances, rules, and regulations often provide broad discretion to governmental authorities as to the types and quality specifications required for products we sell that are used in new residential and commercial construction and home renovations and improvement projects. In addition, we cannot predict whether and how any of these standards may change in the future. Ongoing compliance with current standards and with any future changes thereto may increase the costs of manufacturing our products or may reduce the demand for impacted products in affected geographical areas or product markets, which could have a material adverse effect on our business, financial condition, and results of operations.

We face risks related to acquisitions and dispositions that could adversely affect our results of operations.

We have a history of expansion through acquisitions, and, from time to time, we evaluate acquisitions and dispositions of assets and businesses. We believe that if our industry continues to consolidate, our future success may depend, in part, on our ability to successfully complete acquisitions. Acquisitions and dispositions involve a number of risks, including:

- The risk of incorrect assumptions or estimates regarding the future results of an acquired business or expected cost reductions or other synergies expected to be realized as a result of acquiring the business;
- The risk of disposing of an asset or business at a price or on terms that are less favorable than we had anticipated;
- Difficulty in finding sellers or buyers;
- Diversion of management's attention from existing operations;
- Unexpected losses of key employees, customers and suppliers of an acquired business;
- Integrating the financial, technological and management standards, processes, procedures and controls of an acquired business with those of our existing operations;
- Increasing the scope, geographic diversity and complexity of our operations; and
- Potential litigation or other claims arising from an acquisition or disposition.

We can provide no assurance that we will be successful in identifying or completing any future acquisitions or dispositions or that any businesses or assets that we are able to acquire will be successfully integrated into our existing business. The incurrence of additional debt, contingent liabilities and expenses in connection with any future acquisitions could have a material adverse effect on our business, financial condition and results of operations.

In addition, we may be subject to claims arising from the operations of businesses from periods prior to the dates we acquired them. These claims or liabilities could be significant. Our ability to seek indemnification from the former owners for these claims or liabilities is limited by various factors, including the specific limitations contained in the respective acquisition agreements and the financial ability of the former owners to satisfy such claims or liabilities. If we are unable to enforce any indemnification rights we may have against the former owners or if the former owners are unable to satisfy their obligations for any reason, including because of their current financial position, or if we do not have any right to indemnification, we could be held liable for the costs or obligations associated with such claims or liabilities, which could adversely affect our operating performance.

We risk liabilities and losses due to personal injury, property damage or product liability claims, which may not be covered by insurance.

Our workers are subject to hazards associated with work in manufacturing environments. Operating hazards can cause personal injury and loss of life, as well as damage to or destruction of property. We are subject to either deductible or self-insured retention amounts, per claim or occurrence, under our Property/Casualty insurance programs, as well as an individual stop-loss limit per claim under our group medical insurance plan that we believe are consistent with industry practice. The transfer of risk through insurance cannot guarantee that coverage will be available for every loss or liability that we may incur in our operations.

Exposures that could create insured (or uninsured) liabilities are difficult to assess and quantify due to unknown factors, including but not limited to injury frequency and severity, natural disasters, terrorism threats, third-party liability, and claims that are incurred but not reported. Although we engage third-party actuarial professionals to assist us in determining our probable future loss exposure, it is possible that claims or costs could exceed our estimates or our insurance limits, or could be uninsurable. In such instances we might be required to use working capital to satisfy these losses rather than to maintain or expand our operations, which could materially and adversely affect our business, financial condition and results of operations.

Further, we face the risk of product liability exposure, including regulatory penalties and class action and warranty claims, in the event that the use of any of our products results in personal injury or property damage. In the event that any of our products prove to be defective, among other things, we may be responsible for damages related to any defective products and may be required to cease production, recall or redesign such products. Because of the long useful life of our products, it is possible that latent defects might not appear for several years. Any insurance we maintain may not continue to be available on acceptable terms or such coverage may not be adequate for liabilities actually incurred. Further, any claim or product discontinuance, recall or redesign could result in adverse publicity against us, which could cause sales to decline, or increase warranty costs.

Breaches of our information system security measures could disrupt our internal operations.

We are dependent upon information technology for the distribution of information internally and also to our customers and suppliers. This information technology is subject to theft, damage or interruption from a variety of sources, including but not limited to malicious computer viruses, security breaches and defects in design. Purchase of our products may involve the transmission or storage of data, including in certain instances customers' business and personally identifiable information. We also hold the sensitive personal data of our current and former employees, as well as proprietary information of our business, including strategic plans and intellectual property. Thus, maintaining the security of computers, computer networks and data storage resources is a critical issue for us and our customers and employees, as security breaches could result in vulnerabilities and loss of and/or unauthorized access to confidential information.

We have in the past experienced, and may in the future face, hackers, cybercriminals or others gaining unauthorized access to, or otherwise misusing, our systems to misappropriate our proprietary information and technology, interrupt our business, or gain unauthorized access to confidential information. For example, in August 2020, we detected a ransomware attack impacting certain of our operational and information technology systems. Promptly upon our detection of the attack, we launched an investigation, notified law enforcement and engaged the services of specialized legal counsel and other incident response professionals. While we were able to recover our critical operational data and business systems, there is no guarantee that we will have similar success with an attack in the future should one occur. Any such future attack could lead to the public disclosure of customer or employee data, our trade secrets or other intellectual property, or material financial and other information related to our business. The release of any of this information could have a material adverse effect on our business, reputation, and financial condition.

The reliability and security of our information technology infrastructure and software, and our ability to expand and continually update technologies in response to our changing needs is critical to our business. To the extent that any disruptions or security breaches result in a loss or damage to our data, it could cause harm to our reputation or brand. This could: (i) lead some customers to stop purchasing our products and reduce or delay future purchases of our products or lead to the use of competing products; (ii) lead to private causes of action that could result in a judgment, settlement or other liability; (iii) lead to state or federal enforcement actions, which could result in fines, penalties or other liabilities and which may cause us to incur legal fees and costs; or (iv) result in additional costs associated with responding to a cyberattack. Increased regulation regarding cybersecurity may increase our costs of compliance, including fines and penalties, as well as costs of cybersecurity audits and insurance. Any of these actions could materially adversely impact our business, financial condition and results of operations.

We have invested in protections and monitoring practices of our data and information technology to reduce these risks and continue to monitor our systems on an ongoing basis for any current or potential threats. There can be no assurance, however, that our efforts will prevent breakdowns or breaches to our or our third party providers' databases or systems that could adversely affect our business and financial condition.

Damage to our computer infrastructure and software systems and issues relating to the incorporation of artificial intelligence ("AI") solutions into our systems, could harm our business.

The unavailability of any of our primary information management systems for any significant period of time could have an adverse effect on our operations. In particular, our ability to deliver products to our customers when needed, collect our receivables and manage inventory levels successfully largely depend on the efficient operation of our computer hardware and software systems. Through information management systems, we provide inventory availability to our sales and operating personnel, improve customer service through better order and product reference data, and monitor results of operations. Difficulties associated with upgrades, installations of major software or hardware, and integration with new systems could lead to business interruptions that could harm our reputation, increase our operating costs, and decrease our profitability. In addition, these systems are vulnerable to, among other things, damage or interruption from power loss, computer system and network failures, loss of telecommunications services, operator negligence, physical and electronic loss of data, or security breaches and computer viruses.

We have contracted with third-party service providers that provide us with redundant data center services in the event that our major information management systems are damaged, but they may prove to be inadequate. Our inability to restore data completely and accurately could lead to inaccurate and/or untimely financial reporting, tax filings with the Internal Revenue Service ("IRS") or other required filings, all of which could have a significant negative impact on our business, and result in fines or penalties.

In addition, we may incorporate traditional and generative AI solutions into our information systems, products, offerings, services and features, and these solutions may become important in our operations over time. The ever-increasing use and evolution of technology, including cloud-based computing and AI, creates opportunities for the potential loss or misuse of personal data that forms part of any data set and was collected, used, stored, or transferred to run our business, and unintentional dissemination or intentional destruction of confidential information stored in our or our third party providers' systems, portable media or storage devices, which may result in significantly increased business and security costs, a damaged reputation, administrative penalties, or costs related to defending legal claims. If the content, analyses, or recommendations that AI programs assist in producing are or are alleged to be deficient, inaccurate, or biased, our business, financial condition, and results of operations and our reputation may be adversely affected. AI programs may be costly and require significant expertise to develop, may be difficult to set up and manage, and require periodic upgrades. There is also a risk that we may not have access to the technology and qualified AI personnel resources to adequately incorporate ongoing advancements into our AI initiatives, including access to the licensing of key intellectual property from third parties. Our competitors or other third parties may incorporate AI into their products more quickly or more successfully than us, which could impair our ability to compete effectively and adversely affect our results of operations. Our competition may have access to greater financial and technological resources, giving them a competitive advantage in recruiting, motivating, and retaining sought-after AI professionals. AI also presents emerging ethical issues and if our use of AI becomes controversial, we may experience brand or reputational harm, competitive harm, or legal liability. The rapid evolution of AI, including potential government regulation of AI, will require significant resources to develop, test and maintain our platform, offerings, services, and features to help us implement AI ethically in order to minimize unintended, harmful impact.

Our enterprise resource planning technologies will require maintenance or replacement in order to allow us to continue to operate and manage critical aspects of our business.

We rely heavily on enterprise resource planning technologies (“ERP Systems”) from third parties in order to operate and manage critical internal functions of our business, including accounting, order management, procurement, and transactional entry and approval. Certain of our ERP Systems are no longer supported by their vendor, are reaching the end of their useful life or are in need of significant updates to adequately perform the functions we require. We have limited access to support for older software versions and may be unable to repair the hardware required to run certain ERP Systems on a timely basis due to the unavailability of replacement parts. In addition, we face operational vulnerabilities due to limited access to software patches and software updates on any software that is no longer supported by their vendor. We have started implementing a multi-year plan to upgrade and rationalize the hardware and software platforms used in our ERP Systems.

If our ERP Systems become unavailable due to extended outages or interruptions, because they are no longer available on commercially reasonable terms or if we are unable to successfully implement our upgrade and rationalization plan, our operational efficiency could be harmed and we may face increased replacement costs. We may also face extended recovery time in the event of a system failure due to lack of resources to troubleshoot and resolve such issues. Our ability to manage our operations could be interrupted and our order management processes and customer support functions could be impaired until equivalent services are identified, obtained and implemented on commercially reasonable terms, all of which could adversely affect our business, results of operations and financial condition.

We have identified a material weakness in our internal control over financial reporting and, if our remediation of this material weakness is not effective, or if we fail to maintain an effective system of internal control over financial reporting in the future, we may not be able to accurately or timely report our results of operations.

In the course of preparing our financial statements for the interim period ended September 28, 2024, management identified a material weakness in our internal control over financial reporting that existed due to the implementation of a new ERP System within the Shelter Solutions reportable segment. The presence of this material weakness creates a reasonable possibility that a material misstatement to the consolidated financial statements will not be prevented or detected on a timely basis. However, no such material misstatement has occurred to date.

We are taking steps to address these control issues. The remediation steps will require that, among other items: (i) functional business experts are identified, trained, and meet established requirements, (ii) business users have sufficient understanding of the underlying functionality being tested, and (iii) additional levels of review are established throughout the development cycle.

While we believe that these efforts will remediate the material weakness identified, the implementation of these measures is ongoing and will require validation and testing of the design and operating effectiveness over a sustained period of financial reporting cycles.

We cannot assure you that the measures we have taken to date, and that we are continuing to implement, will be sufficient to remediate the material weakness we have identified or that we will not uncover additional material weaknesses in the future. If the steps we take do not remediate the material weakness in a timely manner, there could continue to be a reasonable possibility that these control deficiencies or others could result in a material misstatement of our consolidated financial statements that would not be prevented or detected on a timely basis. If such material misstatements were not prevented or detected on a timely basis, or if we fail to maintain an effective system of internal control over financial reporting in the future, we may not be able to accurately or timely report our results of operations, which could have a material adverse effect on our business, results of operations, and financial condition.

We may be significantly affected by new or stricter regulatory standards on sustainability matters, and by global climate change.

We expect that regulatory standards on topics such as climate change, GHG emissions, water usage, waste management, human capital, and risk oversight will continue to evolve. Implementation of new and/or stricter regulatory standards could expand the nature, scope, and complexity of what we are required to comply with, control, assess, and report. Such changes could increase the cost of our compliance and internal risk management programs, which could have a material adverse effect on our business, results of operations, and financial condition.

For example, the State of California established climate legislation in 2023 that will require certain U.S. companies with business activities in California to provide disclosures related to their GHG emissions, climate-related financial risks and any voluntary carbon offsets or climate related claims. The new California legislation, and the adoption of similar regulations in other U.S. states and/or Canada and Mexico are likely to increase the resources we will need to allocate for compliance. In addition, any other future, more stringent federal, regional, state and foreign laws and regulations relating to global climate change and GHG emissions, if adopted, could impact our manufacturing operations, raw material suppliers, the transportation and distribution of our products, and our customers' businesses.

Further, global climate change may increase the frequency or intensity of extreme weather-related events, such as storms, floods, hurricanes, wildfires, extreme temperatures, and other events that could affect our facilities and, workforce, supply chain, and demand for our products, which could have a material adverse effect on our business, results of operations, and financial condition.

We face risks related to our international operations.

In addition to the U.S., we operate our business in certain foreign jurisdictions, principally in Canada and Mexico, and make sales in certain other jurisdictions, which poses certain risks to our business, including foreign exchange rate and international legal compliance risks.

Our operations in Canada generated 7.1% of our net sales in 2024. As such, our net sales, earnings and cash flow are exposed to risk from changes in foreign exchange rates, which can be difficult to mitigate. Depending on the direction of changes relative to the U.S. dollar, Canadian dollar values can increase or decrease the reported values of our net assets and results of operations. We hedge this foreign currency exposure by evaluating the usage of certain derivative instruments which hedge certain, but not all, underlying economic exposures.

Our international operations require us to comply with certain U.S. and international laws, such as import/export laws and regulations, anti-boycott laws, anti-dumping laws, economic sanctions, laws and regulations, the U.S. Foreign Corrupt Practices Act and similar anti-bribery laws. Any new tariffs and trade restrictions that may be implemented by the second Trump administration could result in reduced overall economic activity and increased costs in operating our business, which could have a material adverse effect on our business, financial condition and results of operations. See Risk Factor, "*Price volatility and supply constraints for raw materials could prevent us from meeting delivery schedules to our customers or reduce our profit margins."* In addition, we operate in parts of the world, including Canada and Mexico, that have experienced governmental corruption to some degree and, in certain circumstances, strict compliance with anti-bribery laws has proved challenging historically. We cannot provide absolute assurance that our internal controls and procedures will always prevent reckless or criminal acts by our employees or agents, or that the operations of acquired businesses will have been conducted in accordance with our policies and applicable regulations. If we are found to be liable for violations of these laws (either due to our own acts, out of inadvertence or due to the acts or inadvertence of others), we could suffer criminal or civil penalties or other sanctions, including limitations on our ability to conduct our business, which could have a material and adverse effect on our business, financial condition and results of operations.

Significant changes in factors and assumptions used to measure our defined benefit plan obligations, actual investment returns on pension assets and other factors could negatively impact our results of operations and cash flows.

The recognition of costs and liabilities associated with our pension plans for financial reporting purposes is affected by assumptions made by management and used by actuaries engaged by us to calculate the benefit obligations and the expenses recognized for these plans. The inputs used in developing the required estimates are calculated using a number of assumptions, which represent management's best estimate of the future. The assumptions that have the most significant impact on reported results are the discount rate, the estimated long-term return on plan assets for the funded plans, retirement rates, and mortality rates. These assumptions are generally updated annually.

Changes in interest rates, mortality assumptions and asset performance may affect the funded status of our pension plans. Funding requirements for our pension plans may become more significant. If our cash flows and capital resources are insufficient to fund our pension plan obligations, we could be forced to reduce or delay investments and capital expenditures, seek additional capital, or restructure or refinance our indebtedness.

Any impairment of our goodwill, intangible or other long-lived assets could negatively impact our results of operations and financial condition.

We evaluate assets on our Consolidated Balance Sheets, including goodwill, intangible and other long-lived assets, annually, in the case of goodwill, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable. We monitor factors or indicators, such as unfavorable variances from forecasted cash flows, and external market conditions that would require an impairment test. For example, during the third quarter of 2024, we recorded goodwill impairment charges of $12.9 million, $329.1 million, and $40.8 million related to our Aperture Solutions–U.S., Siding Solutions–U.S., and Surface Solutions–U.S. Stone reporting units, respectively, as well as an intangible impairment charge of $32.7 million related to Surface Solutions–U.S. Stone. During the fourth quarter of 2024, we recorded impairment charges related to goodwill of $483.3 million to our Aperture Solutions–U.S. reporting unit and $24.2 million and $11.8 million related to property, plant and equipment and right-of-use assets, respectively, at our Surface Solutions–U.S. Stone reporting unit. We may experience unforeseen events in the future, that could adversely affect the value of our goodwill, intangible assets or other long-lived assets and trigger other interim impairment evaluations. There can be no assurance that valuation multiples will not decline, discount rates will not increase, or the earnings, book values or projected earnings and cash flows of the Company's reporting units will not decline. Future determinations of significant impairments of goodwill, intangible assets or other long-lived assets as a result of an impairment test or any accelerated amortization of our long-lived assets could have a negative impact on the Company's business, results of operations and financial condition.

Risks Related to our Sole Stockholder

The interests of our controlling stockholder may differ from the interests of holders of our indebtedness.

Following the Merger (as defined herein), investment funds managed by Clayton, Dubilier and Rice, LLC ("CD&R") own all of the Company's outstanding capital stock and have the ability to appoint the members of our Board of Directors. As a result, CD&R has significant influence over our business. The interests of CD&R may differ from those of holders of our outstanding indebtedness in material respects. For example, CD&R may have an interest in pursuing acquisitions, divestitures, financings or other transactions that, in their judgment, could enhance their overall equity investment, even though such transactions might involve risks to holders of our outstanding indebtedness. CD&R is in the business of making investments in companies, and may from time to time in the future, acquire interests in businesses that directly or indirectly compete with certain portions of our business or are our suppliers or customers. The companies in which CD&R invests may also pursue acquisition opportunities that may be complementary to our business and, as a result, those acquisition opportunities may not be available to us. Additionally, CD&R may determine that the disposition of some or all of their interests in the Company would be beneficial to them at a time when such disposition could be detrimental to the holders of our outstanding indebtedness.

Risks Related to our Indebtedness and Liquidity

We have substantial debt and may incur substantial additional debt, which could adversely affect our financial health, reduce our profitability, limit our ability to obtain financing in the future and pursue certain business opportunities and make payments on our indebtedness.

As of December 31, 2024, we had outstanding principal on long-term debt totaling $4.8 billion.

The amount of our debt or other similar obligations could have important consequences for us, including, but not limited to:

- A substantial portion of our cash flow from operations must be dedicated to the payment of principal and interest on our indebtedness, thereby reducing the funds available to us for other purposes;
- Our ability to obtain additional financing for working capital, capital expenditures, acquisitions, debt service requirements or general corporate purposes and our ability to satisfy our obligations with respect to our outstanding indebtedness may be impaired in the future;
- We are exposed to the risk of increased interest rates because a portion of our borrowings is at variable rates of interest;
- We may be at a competitive disadvantage compared to our competitors with less debt or with comparable debt at more favorable interest rates and who, as a result, may be better positioned to withstand economic downturns;
- Our ability to refinance indebtedness may be limited or the associated costs may increase;
- Our ability to engage in acquisitions without raising additional equity or obtaining additional debt financing may be limited in the future;
- It may be more difficult for us to satisfy our obligations to our creditors, resulting in possible defaults on and acceleration of such indebtedness;
- We may be more vulnerable to general adverse economic and industry conditions; and
- Our flexibility to adjust to changing market conditions and our ability to withstand competitive pressures could be limited, or we may be prevented from making capital investments that are necessary or important to our operations, growth strategy or efforts to improve operating margins of our business units.

If we cannot service our debt, we will be forced to take actions such as reducing or delaying acquisitions and/or capital expenditures, selling assets, restructuring or refinancing our debt or seeking additional equity capital. We can give no assurance that we can do any of these things on satisfactory terms or at all.

Further, the terms of the Cash Flow Credit Agreement, the ABL Credit Agreement, the Side Car Term Loan Credit Agreement (each as defined in Note 9 — *Debt*), the August 2028 Indenture (as defined below), January 2029 Indenture (as defined below) and August 2029 Indenture (as defined below) provide us and our subsidiaries with the flexibility to incur a substantial amount of additional secured or unsecured indebtedness in the future if we or our subsidiaries are in compliance with certain incurrence ratios set forth therein. Any such incurrence of additional indebtedness may increase the risks created by our current substantial indebtedness. As of December 31, 2024, we were able to borrow up to(i) $850.0 million under the ABL Facility (as defined in Note 9 — *Debt*), (ii) $95.0 million under the ABL FILO Facility (as defined in Note 9 — *Debt*) and (iii) $92.0 million under the Cash Flow Revolver (as defined in Note 9 — *Debt*). Borrowings under the ABL Facility, the ABL FILO Facility and the Cash Flow Revolver would be secured.

The Cash Flow Credit Agreement, the ABL Credit Agreement, the Side Car Term Loan Credit Agreement, and the indenture governing the terms of our 8.750% Senior Secured Notes (the "August 2028 Indenture"), the indenture governing the terms of our 6.125% Senior Notes (the "January 2029 Indenture"), and the indenture governing the terms of our and 9.500% Senior Secured Notes (the ("August 2029 Indenture") contain restrictions and limitations that could significantly impact our ability and the ability of most of our subsidiaries to engage in certain business and financial transactions.

The Cash Flow Credit Agreement, the ABL Credit Agreement, the Side Car Term Loan Credit Agreement, the August 2028 Indenture, the January 2029 Indenture and the August 2029 Indenture contain restrictive covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to:

- Incur additional indebtedness or issue certain preferred shares;
- Pay dividends, redeem stock or make other distributions in respect of capital stock;
- Repurchase, prepay or redeem our subordinated indebtedness;
- Make investments;
- Incur additional liens;

- Transfer or sell assets;
- Create restrictions on the ability of our restricted subsidiaries to pay dividends to us or make other intercompany transfers;
- Make negative pledges;
- Consolidate, merge, sell or otherwise dispose of all or substantially all of our assets;
- Enter into certain transactions with our affiliates; and
- Designate subsidiaries as unrestricted subsidiaries.

In addition, the Cash Flow Revolver requires us to maintain a maximum total secured leverage ratio under certain circumstances, and the ABL Facility require us to maintain a minimum consolidated fixed charge coverage ratio under certain circumstances. The ABL Credit Agreement also contains other covenants customary for asset-based facilities of this nature. Our ability to borrow additional amounts under the Cash Flow Revolver and the ABL Facility depends upon satisfaction of these covenants. Events beyond our control can affect our ability to meet these covenants.

We are required to make mandatory pre-payments under the Cash Flow Credit Agreement, the Side Car Term Loan Credit Agreement and the ABL Credit Agreement upon the occurrence of certain events, including the sale of assets and the issuance of debt, in each case subject to certain limitations and conditions set forth in the Cash Flow Credit Agreement, the Side Car Term Loan Agreement and the ABL Credit Agreement. In addition, under the Cash Flow Credit Agreement, the Side Car Term Loan Credit Agreement, the August 2028 Indenture, the January 2029 Indenture and the August 2029 Indenture, we are required to reinvest or repay debt in an amount equal to the proceeds of divestitures within 18 months of the closing date of such divestiture. There can be no assurance that we will have the funds necessary to comply with the requirement and that the failure to comply may have a materially adverse effect on our business, financial condition and results of operations.

In addition, under certain circumstances and subject to the limitations set forth in the Cash Flow Credit Agreement and the Current Term Loan Facility (as defined in *Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations"*) may require us to make prepayments of the term loans to the extent we generate excess positive cash flow each year.

Any future financing arrangements entered into by us may also contain similar covenants and restrictions. As a result of these covenants and restrictions, we may be limited in our ability to plan for or react to market conditions or to meet extraordinary capital needs or otherwise restricted in our activities. These covenants and restrictions could also adversely affect our ability to finance our future operations or capital needs or to engage in other business activities that would be in our interest.

Our failure to comply with obligations under the Cash Flow Credit Agreement, the ABL Credit Agreement, the Side Car Term Loan Credit Agreement, the August 2028 Indenture, the January 2029 Indenture or the August 2029 Indenture as well as others contained in any future debt instruments from time to time, may result in an event of default under the Cash Flow Credit Agreement, the ABL Credit Agreement, the Side Car Term Loan Credit Agreement, the August 2028 Indenture, the January 2029 Indenture or the August 2029 Indenture, as applicable. A default, if not cured or waived, may permit acceleration of our indebtedness. If our indebtedness is accelerated, we cannot be certain that we will have sufficient funds available to pay the accelerated indebtedness or that we will have the ability to refinance the accelerated indebtedness on terms favorable to us or at all. If we are forced to refinance these borrowings on less favorable terms or cannot refinance these borrowings, our business, results of operations, financial condition and cash flows could be adversely affected.

An increase in interest rates would increase the cost of servicing our debt and could reduce our profitability, decrease our liquidity and impact our solvency.

Our indebtedness under the Cash Flow Facilities, the ABL Facilities and the Side Car Term Loan Facility, due August 2028 (each as defined in Note 9 — *Debt*) bears interest at variable rates, and our future indebtedness may bear interest at variable rates. As a result, increases in interest rates could increase the cost of servicing such debt and materially reduce our profitability and cash flows. While the Board of Governors of the U.S. Federal Reserve System lowered interest rates slightly multiple times in 2024 after three years of rate increases, it may raise interest rates again in the future based on U.S government policies and/or macroeconomic conditions. As of December 31, 2024, assuming all Cash Flow Revolver and ABL Facilities revolving loans were fully drawn and SOFR exceeded 0.00%, each one percent change in interest rates would result in an approximately $10.4 million change in annual interest expense on the Side Car Term Loan Facility, the Cash Flow Revolver and the ABL Facilities (excluding the impact of any Company hedging arrangements). The impact of such an increase would be more significant for us than it would be for some other companies because of our substantial debt.

In addition, an increase in interest rates would generally lead to a decline in residential and commercial new construction starts and residential repair and remodeling activity, which could adversely affect our business, financial condition and results of operations. See Risk Factor "*Our industry is highly sensitive to macroeconomic conditions. Negative economic events including, but not limited to, actual or perceived economic downturns, lower business and consumer confidence, high interest rates, inflation, and lower new construction starts and repair and remodeling activity may materially and adversely affect the outlook for our business, financial condition and results of operations.*"

We may have future capital needs and may not be able to obtain additional financing on acceptable terms or at all.

Although we believe that our current cash position and the additional committed funding available under the ABL Facilities and the Cash Flow Revolver is sufficient for our current operations, any reductions in our available borrowing capacity, or our inability to renew or replace our debt facilities, when required or when business conditions warrant, could have a material adverse effect on our business, financial condition and results of operations. Our ability to secure additional financing or financing on favorable terms and to satisfy our financial obligations under indebtedness outstanding from time to time will depend upon our future operating performance, the availability of credit generally, economic and market conditions and financial, business and other factors, many of which are beyond our control.

If financing is not available when needed, or is available on unfavorable terms, we may be unable to take advantage of business opportunities or respond to competitive pressures, any of which could have a material adverse effect on our business, financial condition and results of operations. If we raise additional funds through further issuances of equity, convertible debt securities or other securities convertible into equity, our existing stockholders could suffer significant dilution.

Our credit ratings are important to our cost of capital. The major debt rating agencies routinely evaluate our debt based on a number of factors, which include financial strength and business risk as well as transparency with rating agencies and timeliness of financial reporting. A downgrade in our debt rating could result in increased interest and other expenses on our existing variable interest rate debt, and could result in increased interest and other financing expenses on future borrowings. Downgrades in our debt rating could also restrict our access to capital markets and affect the value and marketability of our outstanding notes.

Our ability to access future financing also may be dependent on regulatory restrictions applicable to banks and other institutions subject to U.S. federal banking regulations, even if the market would otherwise be willing to provide such financing.

Item 1B. Unresolved Staff Comments.

There are no unresolved staff comments outstanding with the SEC at this time.

Item 1C. Cybersecurity

Risk Management and Strategy

Risk Assessments

The Company recognizes the critical importance of developing, implementing, and maintaining robust cybersecurity measures to safeguard our information systems and protect the confidentiality, integrity, and availability of our data. The Company has integrated cybersecurity risk management into our broader enterprise risk management framework to promote a company-wide culture of cybersecurity risk awareness and management. This integration aims to ensure that cybersecurity considerations are an integral part of our decision-making processes at every level.

We maintain an enterprise risk management program ("ERM") designed to assess, identify, manage and mitigate material risks, including cybersecurity risk. ERM is a Company-wide initiative that involves both the Board of Directors and the Company's management. The program is designed to (i) identify and assess risks most critical to the Company's success including through detailed analysis of the likelihood of occurrence and potential impact of each risk, (ii) assign individual executives the responsibility of managing those risks, and (iii) align those management assignments with appropriate board-level oversight.

Our General Counsel and Assistant General Counsel – Compliance drive the program. The executive leadership team, including our Chief Executive Officer, and the Company's management team, comprised of department leaders and subject matter experts, are responsible for identifying, assessing managing and mitigating risks. With respect to cybersecurity risk, our legal and compliance team works closely with our IT leaders to evaluate and address cybersecurity risks in alignment with our business objectives and operational needs.

External experts supplement our internal expertise as necessary. Risks identified as significant risks are communicated to the Board of Directors, who ultimately oversees the program both directly and indirectly through Board Committees, such as the Audit Committee.

Risk management, including risks related to cybersecurity is also incorporated into the review and approval process for our project management organization ("PMO").

Our cybersecurity risk management program includes enterprise-wise monitoring of cyber activity to identify and analyze potential events that may have an adverse effect or impact on the Company's assets, systems, resources or reputation. This monitoring is designed to identify both external activity and routine internal activity for behavior that may be unusual or potentially malicious. Depending upon the nature and severity of the risk, cybersecurity monitoring and identification can result in automated processes to immediately block and remove undesired risks, cybersecurity team review and action, or both. The Cybersecurity Incident Response Plan provides a framework for addressing a cyber-crisis, cyber-incident and/or data breach, which could include activating crisis, or business continuity recovery plans, as appropriate. These plans are regularly reviewed and updated by our Chief Information Officer and communicated to appropriate stakeholders.

Third-Party Engagement

Recognizing the complexity and evolving nature of cybersecurity threats, the Company engages with a range of external experts, including cybersecurity assessors, consultants, and auditors in evaluating and testing our risk management systems. These partnerships enable us to leverage specialized knowledge and insights, with the aim of modeling our cybersecurity strategies and processes after industry best practices. Our collaboration with these third parties includes managed services, team augmentation, independent audits, vulnerability management, threat and attack and consultation on security risks enhancements. Some engagements involve point in time activities with end products or reporting while others involve ongoing monitoring and management of risk across the Company.

Third-Party Risk Management

Because we are aware of the risks associated with third-party service providers, such as suppliers, software and cloud-based service providers, and cybersecurity partners, the Company implements processes to oversee and manage these risks. We assess the risks from cybersecurity threats that impact select suppliers and third-party service providers with whom we share personal identifying and confidential information. We require third parties to maintain security controls to protect our confidential information and data and notify us of breaches that may impact our data. Third parties that interact with our information or have access to our systems may have additional security requirements depending on the levels of risk. When new third-party risks are identified, we require those impacted to implement appropriate remediations or controls. Identified risks are documented and tracked along with general ongoing monitoring of third parties external risk posture. This approach is designed to mitigate risks related to data breaches or other security incidents originating from third party service providers.

Learning from Threats/Incidents

During the last year we have not identified cybersecurity threats or challenges that have materially impaired our operations or financial condition. Our monthly baselines for cybersecurity are closely tracked and show a continual improvement and reduction of risk over the last three years. Similarly, incident investigations over the same period have reduced in severity and frequency. These internal metrics are consistent with our third-party risk scorecard subscriptions which similarly show a year-over-year improvement in our risk posture over the last three years. See Risk Factor, *"Damage to our computer infrastructure and software systems and issues relating to the incorporation of artificial intelligence ("AI") solutions into our systems, could harm our business."*

Board Oversight

The Board of Directors has established robust oversight mechanisms designed to ensure effective governance in managing risks associated with cybersecurity threats due to the significance of these threats to our operational integrity. The Board of Directors has delegated to the Audit Committee oversight over cybersecurity risk.

Governance – Conveying Risks to the Board of Directors

The Chief Information Officer ("CIO") and Chief Financial Officer ("CFO") play a pivotal role in keeping the Audit Committee apprised of cybersecurity risks. They provide comprehensive briefings to the Audit Committee on a quarterly basis at the Audit Committee meetings. These briefings encompass a broad range of topics, including:

- Current cybersecurity landscape and emerging threats
- Status of ongoing cybersecurity initiatives and strategies
- Incident reports and learnings from cybersecurity events; and
- Compliance with regulatory requirements and industry standards.

In addition to our scheduled meetings, the Audit Committee, CIO and CFO maintain an ongoing dialogue regarding emerging or potential cybersecurity risks to ensure that the Board Director's oversight is proactive and responsive. The Audit Committee actively participates in strategic decisions related to cybersecurity, offering guidance for major initiatives. Furthermore, significant cybersecurity matters, and strategic risk management decisions are escalated to the Audit Committee or Board of Directors, as appropriate, through the Board-approved escalation protocol.

Governance and Management

Primary responsibility for assessing, monitoring and managing our cybersecurity risks rests with our Director Cyber Security under the oversight of the Chief Information Officer. With over 20 years in the field of IT and cybersecurity, the Director, Cyber Security has significant professional experience including senior technical leadership roles along with consulting and management roles at public and private companies in the manufacturing, chemical and oil and gas sectors. His in-depth knowledge and experience are instrumental in developing and executing our cybersecurity strategies. He holds a masters in science degree from the University of Texas at Austin and professional certifications that include a CISSP and an active U.S. Government security clearance. Our Director Cyber Security oversees our cybersecurity governance programs and leads a team responsible for cybersecurity risk assessment, continuous monitoring for internal and external threats and vulnerabilities, remediation of known risks, and employee cybersecurity training.

Management Oversight

Our Director, Cyber Security and Chief Information Officer are regularly informed about the latest developments in cybersecurity, including potential threats and innovative risk management techniques. Keeping senior management abreast of the cybersecurity posture and potential risks facing the Company is viewed as crucial for the effective prevention, detection, mitigation, and remediation of cybersecurity incidents. The Director, Cyber Security leads a team of cybersecurity engineers, manages vendor relationships, and is responsible for implementation and oversight of processes for monitoring enterprise information systems. These processes include the deployment of advanced cybersecurity platforms which continually assess, remediate and provide regular measures and regular system audits so that identified threats and potential vulnerabilities can be addressed. In the event of a cybersecurity incident, the Director Cyber Security is equipped with our Cybersecurity Incident Response Plan. This plan includes an escalation protocol to ensure Company leaders and the Board of Directors are aware of and can oversee response plans, immediate actions to mitigate the impact and long-term strategies for remediation and prevention of future incidents. Processes also include escalating potentially material incidents directly to the General Counsel to ensure incidents are reported as required by applicable law and regulation. Both the Board of Directors and the Company's IT Steering Committee, which is comprised of senior executives are kept updated on any material incidents, cybersecurity initiatives and the Company's cybersecurity strategic roadmap.

Item 2. Properties.

Our principal executive office is located in Cary, North Carolina. The following table provides additional information by reportable segment and geography with respect to our properties as of December 31, 2024:

	Manufacturing Facilities			Distribution and Warehouse Facilities		
	Owned	Leased	Total	Owned	Leased	Total
Aperture Solutions	7	31	38	—	20	20
Surface Solutions	7	9	16	1	38	39
Shelter Solutions	23	16	39	38	9	47
Total	37	56	93	39	67	106
U.S.	33	53	86	39	47	86
Canada	3	3	6	—	20	20
Mexico	1	—	1	—	—	—
Total	37	56	93	39	67	106

Item 3. Legal Proceedings.

In July 2022, and pursuant to an Agreement and Plan of Merger dated March 5, 2022, Clayton, Dubilier and Rice, LLC (“CD&R”) became the indirect owner of Cornerstone Building Brands. In January 2023, purported former stockholders filed 2 separate complaints challenging the fairness of the Merger. The complaints are captioned Firefighters’ Pension System of the City of Kansas City, Missouri Trust and Gary D. Voigt v. Affeldt et al., C.A. No. 2023-0091-JTL (Del. Ch.) and Whitebark Value Partners LP and Robert Garfield v. Clayton Dubilier & Rice, LLC et al., C.A. No. 2023-0092-JTL (Del. Ch.). In both complaints, the plaintiffs allege that CD&R and its affiliates controlled the Company prior to the transaction and that certain directors and officers of the Company, as well as CD&R and its affiliates, breached their fiduciary duties and engaged in conduct resulting in a sale of the Cornerstone Building Brands public stockholders’ shares to CD&R at an unfair price. The plaintiffs seek unspecified monetary damages, attorneys’ fees, expenses and costs. The court consolidated the two cases, and on May 3, 2023, selected Whitebark Value Partners LP as lead plaintiff. On July 14, 2023, the defendants moved to dismiss the operative complaint. The motion to dismiss was denied on January 10, 2024, and the case is ongoing. On June 26, 2024, the plaintiffs filed an amended complaint. On February 24, 2025, the parties to the case filed a Stipulation of Compromise and Settlement (“Stipulation”) setting forth their agreement to settle the litigation. The Stipulation remains subject to court approval. The Stipulation provides for CD&R and the Company, on behalf of the defendants, to pay or cause their respective insurers to pay a total of $45.0 million into an escrow account that will be used to pay escrow expenses, satisfy any fee and incentive amounts awarded by the court in favor of plaintiff and plaintiff’s counsel, and distribute the remaining funds to the non-affiliated shareholders of the Company. The Company's portion of the proposed settlement relating to its indemnification of its former directors and officers is recoverable from insurance.The agreement is contingent upon final court approval, which is anticipated to occur later in 2025.

In June 2023, a purported former stockholder filed a class action complaint in the United States District Court for the District of Delaware alleging that the Company’s disclosures issued in connection with the Merger were materially misleading in violation of Section 14(a) and Section 20(a) of the Securities Exchange Act of 1934. The complaint is captioned Water Island Merger Arbitrage Institutional Commingled Master Fund, L.P. v. Cornerstone Building Brands et al., Case No. 1:23-cv-00701 (D. Del.). The complaint alleges that the Company’s directors and officers issued misleading disclosures, which caused stockholders to approve the Merger at an unfair price. The plaintiff seeks unspecified monetary damages, interest, attorney’s fees, expenses and costs. On December 8, 2023, the defendants moved to dismiss the operative complaint, and, in the alternative, to stay in litigation. On September 30, 2024, the court granted the defendants’ motion to dismiss without prejudice. On October 15, 2024, the plaintiffs filed an amended complaint, which the defendants again moved to dismiss or stay on November 26, 2024. The Company intends to vigorously defend against these claims. The Company cannot predict with any degree of certainty the outcome of this matter or determine the extent of any potential liabilities. The Company also cannot provide an estimate of the possible loss or range of loss.

As a manufacturer of products primarily for use in residential and commercial building construction, we are inherently exposed to a variety of litigation and other proceedings incidental to its business, including lawsuits involving claims for damages arising out of its products, employment matters, commercial disputes, product liability and personal injury as well as regulatory investigations or enforcement. We insure against these risks to the extent deemed prudent by our management and to the extent insurance is available. Many of these insurance policies contain deductibles or self-insured retentions in amounts we deem prudent and for which we are responsible for payment. In determining the amount of self-insurance, it is our policy to self-insure those losses that are predictable, measurable, and recurring in nature. The Company regularly reviews the status of on-going proceedings and other contingent matters along with legal counsel. Liabilities for such items are recorded when it is probable that the liability has been incurred and when the amount of the liability can be reasonably estimated. Liabilities are adjusted when additional information becomes available. Based on current information, experience, and applicable law management believes that the ultimate disposition of these matters will not have a material adverse effect on the Company's results of operations, financial position or cash flows. However, such matters are subject to many uncertainties and outcomes are not predictable with assurance.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Market Information

As of July 25, 2022, the Company's common stock is no longer publicly traded either on a stock exchange or in the over-the-counter market.

Holders

As of March 14, 2025, there was one holder of the Company's common stock.

Item 6. [Reserved].

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Our Business

Cornerstone Building Brands, Inc. ("Cornerstone Building Brands" or, collectively with its subsidiaries, unless the context requires otherwise, the "Company") is a holding company incorporated in the State of Delaware. The Company is a leading exterior building products manufacturer; by sales; in North America and serves residential and commercial customers across new construction and the repair and remodel end markets.

Our mission is to be relentlessly committed to our customers and to create superior exterior building solutions that enable communities to grow and thrive. All references herein for the year "2024" represents the year ended December 31, 2024 and "2023" represents the year ended December 31, 2023.

The Company is organized in three reportable segments: Aperture Solutions, Surface Solutions and Shelter Solutions. There was no change in the composition of our reportable segments:

- Through our Aperture Solutions reportable segment, we offer a broad line of windows and doors at multiple price-points for residential new construction and repair and remodel end markets in the United States ("U.S.") and Canada. Our main products include vinyl, aluminum, wood-composite and aluminum clad-wood windows and patio doors, as well as steel, wood-composite, and fiberglass entry doors.
- Our Surface Solutions reportable segment offers a broad suite of exterior surface solutions products and accessories at multiple price-points for the residential new construction and repair and remodel end markets. Our main products include vinyl siding and accessories, cellular PVC trim, vinyl fencing and railing, stone veneer and gutter protection products, as well as stone installation services.
- In our Shelter Solutions reportable segment, we design, engineer, manufacture and distribute an extensive lines of metal products for the low-rise commercial construction market under multiple brand names and through a nationwide network of manufacturing plants and distribution centers. We define low-rise commercial construction as building applications of up to five stories.

Costs related to other business activities, primarily our corporate headquarters functions, are disclosed separately from the three reportable segments as "Corporate and Other." See Note 18 – *Reportable Segment and Geographical Information*, in our Consolidated Financial Statements located in Part II, Item 8 of this Form 10-K for additional information.

Significant Business Developments

Our significant business development activities in 2024 and 2023 included:

- In August 2023, we completed the acquisition of M.A.C. Métal Architectural Inc. (“MAC Metal”), a manufacturer of high-end steel siding and roofing products.
- In December 2023, we completed the acquisition of the Eastern Architectural Systems (“EAS”) business, which manufactures custom-made aluminum and vinyl impact windows and doors.
- In April 2024, we completed the acquisition of Harvey Building Products Corp. (“Harvey”), a manufacturer of high performing windows and doors which include the brands Harvey, Softlite and Thermo-Tech.
- In July 2024, we completed the acquisition of Mueller Supply Company, Inc. (“Mueller”), a leading manufacturer of residential metal roofing and components in steel buildings.

The impact of acquisitions and divestitures, when presented, is quantified as the portion of the preceding twelve months post- or pre-transaction where no comparable period is available.

Goodwill, Intangible Asset and Property, Plant and Equipment Impairment

Our 2024 results reflect goodwill impairment losses of $866.1 million, consisting of $382.8 million in the third quarter and $483.3 million in the fourth quarter. In the second half of 2024, we assessed the changes in circumstances that occurred during the period to determine if it was more likely than not that the fair values of any reporting units were below their carrying amounts. While there was no single determinative event or factor, the consideration in totality of several factors, including, among others: (i) the recessionary impacts on residential and commercial markets; (ii) elevated interest rates and home affordability concerns, (iii) the potential for new or modified tariffs on steel and aluminum, and (iv) the decline in home equity borrowings is anticipated to have a considerable effect on the repair and remodel market, led us to conclude the impairment tests were necessary.

Additionally, the Company recognized an impairment loss of $68.7 million related to long-lived assets in its Surface Solutions–U.S. Stone asset group that was allocated to intangible assets of $32.7 million, property, plant and equipment of $24.2 million, and lease right-of-use assets of $11.8 million.

See Critical Accounting Estimates within this item and Note 5, *Property, Plant and Equipment, Net,* Note 6, *Goodwill and Intangible Assets* and Note 8, *Leases* in Item 8, Financial Statements and Supplementary Data, to the consolidated financial statements for additional information.

Financial Measures

Seasonality

Our sales volume is generally higher during our second and third quarters, which is historically the peak season for new construction and repair and remodeling in North America. Seasonal variations in our operational results may be impacted by inclement weather and other conditions. Working capital requirements have generally been greatest during the first half of our fiscal year due to the timing of the buildup of inventory to support the heavier construction season.

Results of Operations

This section of the Form 10-K includes a comparison of 2024 to 2023. A similar discussion and analysis that compares 2023 to 2022 may be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of Cornerstone Building Brands' Annual Report on Form 10-K for the year ended December 31, 2023.

The following table represents key results of operations on a consolidated basis for the periods indicated:

	Year Ended	
(Amounts in thousands)	December 31, 2024	December 31, 2023
Net sales	$ 5,297,529	$ 5,402,434
Gross profit	1,096,673	1,204,992
% of net sales	20.7 %	22.3 %
Selling, general and administrative expenses	1,014,733	954,718
% of net sales	19.2 %	17.7 %
Impairment of goodwill, intangible assets and property, plant and equipment	934,729	—
Loss on divestiture	—	10,080
Income (loss) from operations	(852,789)	240,194
% of net sales	(16.1)%	4.4 %
Interest expense	(450,188)	(380,706)
Foreign exchange gain (loss)	(14,136)	6,768
Loss on extinguishment of debt	—	(184)
Other income, net	5,694	15,013
Loss before income taxes	(1,311,419)	(118,915)
Income tax benefit	(122,009)	(43,390)
Net loss	$ (1,189,410)	$ (75,525)
Non-GAAP financial measure – Adjusted EBITDA*	$ 584,522	$ 745,413
% of net sales	11.0 %	13.8 %

* Refer to Non-GAAP Financial Measures for further discussion.

Net sales for 2024 decreased $104.9 million, or 1.9%, compared to 2023, mainly due to lower volume across all reportable segments, partially offset by the strategic acquisitions of MAC Metal in August 2023, EAS in December 2023, Harvey in April 2024 and Mueller in July 2024.

Gross profit as a percentage of net sales was 20.7% for 2024 compared to 22.3% for 2023, primarily due to higher material costs, principally at Shelters Solutions, higher labor costs, and unfavorable price over inflation, partially offset by manufacturing net efficiencies and lower depreciation and amortization expense.

Selling, general and administrative expenses increased $60.0 million, or 6.3%, for 2024 compared to 2023, mainly due to the impact of acquisitions, partially offset by favorable non-labor spending.

Impairment of goodwill, intangible assets and property, plant and equipment consists of impairment charges for goodwill of $866.1 million, for intangibles of $32.7 million, property plant and equipment of $24.2 million and right of use assets of $11.8 million recorded during 2024. No goodwill or intangibles impairment charges were recorded during 2023.

Loss on divestiture consists of a gain recognized to finalize working capital in connection with the strategic divestiture of our coil coatings business of $10.1 million during 2023.

Interest expense increased by $69.5 million, or 18.3%, for 2024 compared to 2023. The following table sets forth the components of interest expense:

(Amounts in thousands)	Year Ended December 31, 2024	Year Ended December 31, 2023
Interest on outstanding borrowings	$ 398,690	$ 333,950
Cash impact of interest rate swaps	(49,349)	(44,957)
Amortization of interest rate swap fair value[(1)]	12,112	11,980
Amortization of debt discount, debt issuance costs and purchase accounting fair value adjustment[(1)]	88,692	79,836
Other	43	(103)
Total interest expense	$ 450,188	$ 380,706

* Refer to Non-GAAP Financial Measures for further discussion.

(1) The fair value adjustments were made in connection with the Merger transaction in July 2022, under which investment funds managed by Clayton, Dubilier and Rice ("CD&R") became indirect owners of all the issued and outstanding shares of Cornerstone Building Brands (the "Merger").

Interest on outstanding borrowings increased due to higher interest on borrowings used to finance the Harvey and Mueller acquisitions during 2024.

Foreign exchange gain (loss) for the years 2024 and 2023 are attributable to foreign exchange rate changes on intercompany loans based in Canadian currency.

Loss on extinguishment of debt includes a loss totaling $0.2 million for 2023, which resulted from the repurchase of our 6.125% Senior Notes due January 2029 ("the 6.125% Senior Notes").

Other income, net for 2024 decreased $9.3 million compared to 2023 primarily due to a decrease in interest income earned on money market funds. The Company exited the money market investment funds at the end of 2023.

Income tax benefit effective tax rate was 9.3% in 2024 and 36.5% in 2023. The change was mainly due to pre-tax book losses resulting from impairment charges to deductible and non-deductible goodwill and intangible assets during 2024 and additional book amortization and depreciation related to the Merger transaction. Also, during 2023, there was an impact to the state income tax due to internal restructuring.

Reportable Segment Results of Operations

The following table sets forth the results of operations for our reportable segments:

(Amounts in thousands)	Year Ended December 31, 2024	Year Ended December 31, 2023
Net sales		
Aperture Solutions	$ 2,506,408	$ 2,477,731
Surface Solutions	1,260,848	1,270,906
Shelter Solutions	1,536,431	1,661,391
Eliminations	(6,158)	(7,594)
Total net sales	$ 5,297,529	$ 5,402,434
Net sales, third party customers		
Aperture Solutions	$ 2,505,748	$ 2,476,870
Surface Solutions	1,255,350	1,264,173
Shelter Solutions	1,536,431	1,661,391
Total net sales, third party customers	$ 5,297,529	$ 5,402,434
Adjusted segment EBITDA*		
Aperture Solutions	$ 297,250	$ 336,095
Surface Solutions	242,211	224,561
Shelter Solutions	178,765	322,874
Corporate and Other	(1,169,358)	(230,739)
Depreciation and amortization	(401,657)	(412,597)
Income (loss) from operations	$ (852,789)	$ 240,194

* Refer to Non-GAAP Financial Measures for further discussion.

Aperture Solutions

The following table sets forth the results of operations for the Aperture Solutions reportable segment:

(Amounts in thousands)	Year Ended December 31, 2024	Year Ended December 31, 2023
Net sales	$ 2,506,408	$ 2,477,731
Net sales, third party customers	$ 2,505,748	$ 2,476,870
Adjusted reportable segment EBITDA*	$ 297,250	$ 336,095
% of net sales	11.9 %	13.6 %
Depreciation and amortization	$ 178,486	$ 179,611

* Refer to Non-GAAP Financial Measures for further discussion.

Net sales for 2024 increased $28.7 million, or 1.2%, compared to 2023 mainly driven by the strategic acquisition of EAS in December 2023 and Harvey in April 2024, partially offset by lower volumes.

Adjusted reportable segment EBITDA for the 2024 decreased $38.8 million compared to 2023 mainly driven by lower volumes and an unfavorable price and product mix net of inflation, partially offset by the strategic acquisition of EAS in December 2023 and Harvey in April 2024.

Surface Solutions

The following table sets forth the results of operations for the Surface Solutions reportable segment:

	Year Ended	
(Amounts in thousands)	**December 31, 2024**	**December 31, 2023**
Net sales	$ 1,260,848	$ 1,270,906
Net sales, third party customers	$ 1,255,350	$ 1,264,173
Adjusted reportable segment EBITDA*	$ 242,211	$ 224,561
% of net sales	19.2 %	17.7 %
Depreciation and amortization	$ 103,214	$ 88,597

* Refer to Non-GAAP Financial Measures for further discussion.

Net sales for 2024 decreased $10.1 million, or 0.8%, compared to 2023 mainly driven by lower volumes, partially offset by favorable price and product mix.

Adjusted reportable segment EBITDA for 2024 increased $17.7 million, compared to 2023 mainly due to net manufacturing efficiencies, favorable price and product mix, partially offset by lower volumes.

Shelter Solutions

The following table sets forth the continuing results of operations for the Shelter Solutions reportable segment:

	Year Ended	
(Amounts in thousands)	**December 31, 2024**	**December 31, 2023**
Net sales	$ 1,536,431	$ 1,661,391
Net sales, third party customers	$ 1,536,431	$ 1,661,391
Adjusted reportable segment EBITDA*	$ 178,765	$ 322,874
% of net sales	11.6 %	19.4 %
Depreciation and amortization	$ 116,222	$ 139,481

* Refer to Non-GAAP Financial Measures for further discussion.

Net sales for 2024 decreased $125.0 million, or 7.5%, compared to 2023 mainly driven by lower volumes and unfavorable product and price mix, partially offset by the acquisition of Mueller in July 2024. Lower average selling prices have negatively impacted net sales and margins on weaker market conditions.

Adjusted reportable segment EBITDA for 2024 decreased $144.1 million, compared to 2023 mainly due to higher material costs, lower volumes, unfavorable product and price mix net of inflation partially offset by manufacturing net efficiencies and the acquisition of Mueller in July 2024.

Corporate and Other

The following table sets forth Corporate and Other:

(Amounts in thousands)	Year Ended December 31, 2024	Year Ended December 31, 2023
Corporate costs	$ 133,704	$ 138,117
Impairment of goodwill, intangible assets and property, plant and equipment	934,729	—
Strategic development and acquisition related costs(1)	26,399	25,042
Acquired inventory step-up amortization(2)	17,071	—
Loss on divestiture(3)	—	10,080
Legal settlements, fees and litigation related expenses(4)	15,766	1,241
Long-term incentive plan compensation(5)	18,648	24,855
Facility closure charges and employee separation(6)	9,339	23,068
Change in fair value of contingent consideration(7)	5,489	—
Other	8,213	8,336
Total Corporate and Other	$ 1,169,358	$ 230,739

* Refer to Non-GAAP Financial Measures for further discussion.

(1) Costs related to strategic information initiatives, acquisitions and merger activity.

(2) Amortization of adjustment to fair-value inventory in business combination.

(3) Loss on final working capital in connection with the strategic divestiture of our coil coatings business.

(4) Charges related to legal fees and settlements.

(5) Represents charges related to the Company's equity-based compensation plans.

(6) Charges primarily related to optimizing the Company's manufacturing footprint and certain employee separation costs.

(7) Fair value adjustment related to contingent consideration on the MAC Metal acquisition.

Corporate costs for 2024 decreased $4.4 million mainly due to lower employee compensation-related expenses.

Depreciation and Amortization

(Amounts in thousands)	Year Ended December 31, 2024	Year Ended December 31, 2023
Depreciation:		
Cost of sales	$ 163,193	$ 192,130
Selling, general and administrative expenses	33,854	49,160
Total depreciation	197,047	241,290
Amortization - Selling, general and administrative expenses	204,610	171,307
Total depreciation and amortization	$ 401,657	$ 412,597

* Refer to Non-GAAP Financial Measures for further discussion.

Depreciation and amortization decreased by $10.9 million for 2024, mainly due to the Company recording a cumulative catch-up adjustment during the prior year as a result of the change in fair value of the underlying assets as of the date of the Merger. These changes included shortened useful lives and a higher depreciable base. The catch-up entries in 2023 are partially offset by the acquisitions of EAS and MAC Metal in 2023 and Harvey and Mueller in 2024. Intangible amortization increased principally due to higher acquisition-related amortization.

Non-GAAP Financial Measures

We use several measures derived from consolidated financial information, but not presented in our Consolidated Financial Statements prepared in accordance with accounting principles generally accepted in the U.S (“U.S. GAAP”). These measures are considered non-GAAP financial measures. Specifically, in this report, we refer to adjusted EBITDA, which is a non-GAAP financial measure. Our non-GAAP financial measure is not intended to replace the presentation of the comparable measure under U.S. GAAP. However, we believe the presentation of the non-GAAP financial measure, when considered together with the comparable U.S. GAAP financial measure, along with a reconciliation to its respective U.S. GAAP financial measure, assists investors in understanding the factors and trends affecting our underlying business that could not be obtained absent these disclosures. Additionally, we believe that the presentation of our non-GAAP financial measure enables investors to evaluate trends in the business excluding certain items which are not entirely a result of our base operations.

Furthermore, the presentation of this non-GAAP financial measure supplements other metrics we use to internally evaluate our business and facilitates the comparison of past and present operations. The non-GAAP financial measure we use may differ from non-GAAP financial measures used by other companies, and other companies may not define non-GAAP financial measures we use in the same way.

Reconciliation of Net (Loss) Income to Adjusted EBITDA

The following table presents the reconciliation of net (loss) income to Adjusted EBITDA:

	Year Ended	
(Amounts in thousands)	December 31, 2024	December 31, 2023
Net loss	$ (1,189,410)	$ (75,525)
Interest expense	450,188	380,706
Foreign exchange gain (loss)	14,136	(6,768)
Loss on extinguishment of debt	—	184
Other income, net	(5,694)	(15,013)
Income tax benefit	(122,009)	(43,390)
Income (loss) from operations	(852,789)	240,194
Depreciation and amortization	401,657	412,597
Impairment of goodwill, intangible assets and property, plant and equipment	934,729	—
Strategic development and acquisition related costs(1)	26,399	25,042
Acquired inventory step-up amortization(2)	17,071	—
Loss on divestiture(3)	—	10,080
Legal settlements, fees and litigation related expenses(4)	15,766	1,241
Long-term incentive plan compensation(5)	18,648	24,855
Facility closure charges and employee separation(6)	9,339	23,068
Change in fair value of contingent consideration(7)	5,489	—
Other	8,213	8,336
Adjusted EBITDA	$ 584,522	$ 745,413

*Refer to Non-GAAP Financial Measures for further discussion.

(1) Costs related to strategic information initiatives, acquisitions and merger activity.

(2) Amortization of adjustment to fair-value inventory in business combination.

(3) Loss on final working capital in connection with the strategic divestiture of our coil coatings business.

(4) Charges related to legal fees and settlements.

(5) Represents charges related to the Company’s equity-based compensation plans.

(6) Charges primarily related to optimizing the Company’s manufacturing footprint and certain employee separation costs.

(7) Fair value adjustment related to contingent consideration on the MAC Metal acquisition.

Liquidity and Capital Resources

Our main liquidity and capital resource needs are payments to service our debt, ongoing operations and working capital requirements, capital expenditures and the cost of acquisitions. Our primary source of liquidity is cash generated from our continuing operations, as well as borrowings under our credit facilities. We believe that funds provided by these sources will be adequate to meet our liquidity and capital resource needs for at least the next 12 months under current operating conditions.

We may from time to time take steps to reduce our debt. These actions may include repurchases or opportunistic refinancing of debt. The amount of debt, if any, that may be repurchased or refinanced will depend on market conditions, trading levels of our debt, our cash position, compliance with debt covenants and other considerations. Our affiliates may also purchase our debt from time to time, through open market purchases or other transactions. In such cases, our debt may not be retired, in which case we would continue to pay interest in accordance with the terms of such debt, and we would continue to reflect the debt as outstanding in our consolidated balance sheets.

The following table sets forth our total net liquidity position as of December 31, 2024:

(Amounts in thousands)	Amount
Cash and cash equivalents	$ 159,529
Revolving credit facilities:	
Asset-based lending facility[1]	850,000
Cash flow revolving facility	92,000
First-in-last-out tranche asset-based lending facility[1]	95,000
Total revolving credit facilities	1,037,000
Less:	
Debt issued under the facilities	95,000
Letters of credit outstanding and priority payables[2]	51,374
Net credit facility	890,626
Net liquidity	$ 1,050,155

(1) Borrowing availability under the ABL Facilities is determined based on specified percentages of the value of eligible inventory, accounts receivable, less certain allowances and subject to certain other adjustments as set forth in the ABL Credit Agreement. Availability is also reduced by issuance of letters of credit.

(2) As of December 31, 2024, we had standby letters of credit serving as a collateral for insurance carriers in the amount of $42.5 million.

During the first quarter of 2025, the Company borrowed $170.0 million on the ABL Facility.

Cash Flows

	Year Ended	
(Amounts in thousands)	December 31, 2024	December 31, 2023
Cash flows from operating activities	$ 15,758	$ 400,184
Cash flows from investing activities	$ (1,134,467)	$ (421,869)
Cash flows from financing activities	$ 814,777	$ (62,885)

* Refer to Non-GAAP Financial Measures for further discussion.

Net Cash from Operating Activities

Net cash provided by operating activities consists mainly of: (i) cash collections on credit sales to our customers, (ii) purchases of commodity based raw materials, (iii) labor and other employee-related expenditures, (iv) other non-labor costs, such as, among other items, supplies, insurance, advertising and marketing costs, (v) interest paid on our long-term debt and (vi) payments for income taxes.

During 2024, the Company generated cash flow from operations of $15.8 million, a decrease from the $400.2 million provided by operations in the prior year. The decrease is due to lower results from operations, higher cash-based interest, higher income taxes paid and unfavorable working capital.

Net Cash from Investing Activities

Our main uses of cash for investing activities are for payments for property and equipment and acquisitions of businesses.

Net cash from investing activities was $1,134.5 million during 2024 compared to $421.9 million used in investing activities during 2023. Net cash from investing activities during 2024 is mainly driven by higher capital expenditures and the acquisitions of Harvey and Mueller in 2024.

Net Cash from Financing Activities

Our main uses of cash for financing activities include activity to repurchase and make payments on our long-term debt and distributions to our direct parent Camelot Return Intermediate Holdings, LLC, ("Camelot Parent"). Our main sources of cash from financing activities include the proceeds from issuances of debt.

Net cash provided by financing activities was $814.8 million during 2024 compared to $62.9 million used in financing activities during 2023. The $877.7 million increase is mainly driven by $1,335 million in additional short-term borrowings and $500.0 million in long-term borrowings through amendments to our ABL Credit Agreement and term loan facility and the issuance of the 9.500% Senior Secured Notes during 2024. The increase is partially offset by the dividend payment of $231.6 million made to Camelot Parent and $1,239.9 million in repayments of short-term borrowings.

Contractual and Off Balance Sheet Obligations

We have leases for certain manufacturing, warehouse, distribution locations, offices, vehicles and equipment. Our property leases generally contain renewal and escalation clauses and other concessions. These provisions are considered in our calculation of our minimum lease payments that are recognized as expense on a straight-line basis over the applicable lease term. Any lease payments that are based upon an existing index or rate are included in our minimum lease payment calculations. As of December 31, 2024, the Company had total future lease payments of $690.3 million, with $121.5 million payable within 12 months. See Note 8 — *Leases* in the Notes to the Consolidated Financial Statements for additional information. We have certain long-term debt instruments outstanding. As of December 31, 2024, the Company had total future payments of $4.8 billion, with $34.0 million payable within 12 months. See Note 9 — *Debt* in the Notes to the Consolidated Financial Statements for additional information.

Critical Accounting Policies and Estimates

Our significant accounting policies are described in Note 2, *Significant Accounting Policies*, to our Consolidated Financial Statements in Item 8 of this Annual Report on Form 10-K. The Consolidated Financial Statements are prepared in conformity with U.S GAAP. Preparation of the financial statements requires us to make judgments, estimates and assumptions that affect the amounts of assets and liabilities reflected in the financial statements and net sales and expenses reported for the relevant reporting periods. We believe the policies discussed below are the Company's critical accounting policies as they include the more significant, subjective and complex judgments and estimates made when preparing our consolidated financial statements. While our estimates are based on our knowledge of current events and actions we may undertake in the future, actual results may ultimately differ from these estimates and assumptions.

Accounting for Business Combinations

Accounting for the acquisition of a business requires the allocation of the purchase price to the various assets and liabilities of the acquired business. For most assets and liabilities, purchase price allocation is accomplished by recording the asset or liability at its estimated fair value. The most difficult estimations of individual fair values are those involving property, plant and equipment and identifiable intangible assets. We must also refine these estimates over a one-year measurement period, to reflect any new information obtained about facts and circumstances that existed as of the acquisition date that, if known, would have affected the measurement of the amounts recognized as of that date.

These fair market value assessments require judgments and estimates that can be affected by various factors over time, which may cause final amounts to be materially adjusted from original estimates in subsequent periods. The significant judgments include (i) the estimation of future cash flows, which are dependent on forecasts, (ii) the estimation of a long-term rate of growth, (iii) the estimation of the useful life of the assets, and (iv) the determination of a risk-adjusted weighted average cost of capital. When appropriate, our estimates of the acquired fair values include assistance from an independent third-party.

Inventories, long-lived assets (primarily property, plant and equipment), goodwill, and intangible assets generally represent the largest components of our acquisitions. In addition, we also acquire other categories of assets and liabilities which can include, but are not limited to, accounts receivable, accounts payable and other working capital. Due to their short-term nature, the fair values of these assets and liabilities generally approximate the carrying values reflected on the acquired balance sheet. However, when appropriate, we adjust these carrying values for factors such as collectability, existence, and consistency with Company accounting policies. We record the excess of consideration transferred over the fair value of the identifiable net assets acquired as goodwill.

During current year, the Company acquired Harvey in April and Mueller in July. Refer to Note 3, *Mergers, Acquisitions and Divestitures* to our Consolidated Financial Statements for additional details.

Impairment of Goodwill

We have six reporting units defined as “Aperture Solutions–U.S.,” “Aperture Solutions–Canada,” “Surface Solutions–U.S. Siding,” “Surface Solutions–Canada,” “Stone Solutions” and “Shelter Solutions.” Aperture Solutions–U.S. and Aperture Solutions–Canada reporting units are part of the Aperture Solutions reportable segment. Surface Solutions–U.S. Siding, Surface Solutions–Canada and Surface Solutions–U.S. Stone are part of the Surface Solutions reportable segment. The goodwill balance comprises five reporting units, which had an aggregate carrying amount of $1,105.7 million as of December 31, 2024. There was no goodwill remaining at the Surface Solutions–U.S. Stone reporting unit. An annual assessment of the reporting units for impairment is conducted as of the first day of November. Additionally, more frequent evaluations are undertaken if events or circumstances suggest that the fair value of a reporting unit is likely to be less than its carrying amount. Such events and circumstances may encompass sustained increases in competition, unexpected losses in market share, input costs surpassing projections, disposals of significant components of the business, unforeseen business disruptions (such as those caused by natural disasters or the loss of a customer, supplier, or other significant business relationships), unexpected significant declines in operating results, or substantial adverse changes in the markets in which the entity operates.

The Company determined that an interim goodwill impairment test was necessary in the third quarter of 2024. While there was no single determinative event or factor, the consideration in totality of several factors, including, among others: (i) the recessionary impacts on residential and commercial markets; (ii) elevated interest rates and home affordability concerns, (iii) the potential for new or modified tariffs on steel and aluminum, and (iv) the decline in home equity borrowings is anticipated to have a considerable effect on the repair and remodel market, led us to conclude that it was more likely than not that the fair values of three of our five reporting units were below their carrying amounts. Additionally, the Company completed its annual goodwill impairment test in the fourth quarter of 2024.

The impairment test for reporting units involves comparing the estimated fair value of each reporting unit with its carrying amount. Should the carrying amount of a reporting unit exceed its estimated fair value, an impairment loss is recorded. This loss is determined based on the difference between the fair value and the carrying amount of the reporting units, not to exceed the associated carrying amount of goodwill.

As detailed in Note 6, *Goodwill and Intangible Assets*, in Item 8, Financial Statements and Supplementary Data, we recorded impairment losses totaling $898.7 million for the year ended December 31, 2024 at our Aperture Solutions–U.S., Surface Solutions–U.S. Siding, and our Shelter Solutions reporting units. These reporting units that were impaired in 2024 were written down to their respective fair values resulting in zero excess fair value over carrying amount as of their latest 2024 impairment testing dates. Accordingly, these and other individual reporting units that have 20% or less excess fair value over carrying amount as of their latest testing date have a heightened risk of future impairments if any assumptions, estimates, or market factors change in the future. Reporting units with a heightened risk of future impairments had an aggregate goodwill carrying amount of $987.5 million at December 31, 2024. Of the $987.5 million with a heightened risk of future impairments, $371.0 million is attributable to Aperture Solutions–U.S. with 0% excess fair value over carrying amount. If any assumptions, estimates, or market factors change in the future, these amounts are also susceptible to impairments.

Fair value determinations require considerable judgment and are sensitive to changes in underlying assumptions, estimates, and market factors. The discounted cash flow method under the income approach is generally employed to estimate the fair value of the reporting units. Additionally, the guideline public company method and the guideline transaction method are utilized under the market approach. Significant assumptions inherent in estimating fair values include the projected future annual net cash flows for each reporting unit, encompassing net sales, cost of sales, selling, general and administrative expenses, depreciation and amortization, working capital, and capital expenditures. Other critical assumptions involve income tax rates, long-term growth rates, and a discount rate that appropriately reflects the risks inherent in each future cash flow stream.

The assumptions utilized in financial forecasts are selected based on historical data, supplemented by current and anticipated market conditions, estimated growth rates, management's strategic plans, and guideline companies.

The discount rates and long-term growth rates employed to estimate the fair values of the reporting units, which had an excess fair value of 20% or less over the carrying amount, along with the sensitivity to changes in the underlying assumptions as of the most recent 2024 impairment testing date for each reporting unit, are detailed as follows (in millions):

			Impact to Fair Value Under the Discounted Cash Flow Method				
			50-Basis Point Change			25-Basis Point Change	
	Carrying Amount	Discount Rate	Increase	Decrease	Long-Term Growth Rate	Increase	Decrease
Reporting Units[(1)]	$ 1,022.0	12.5 %	$ (97.2)	$ 106.9	2.00 %	$ 52.1	$ (49.7)

(1) A reduction in fair value would not necessarily cause an impairment in all cases, but due to the low or zero excess fair value over carrying amount for these reporting units, it is reasonably possible that a reduction in fair value would lead to an impairment.

Assumptions utilized in impairment testing are determined at a specific point in time and necessitate considerable judgment; consequently, they are subject to modification based on the prevailing facts and circumstances at each annual and interim impairment test date. Furthermore, these assumptions are typically interdependent and do not change in isolation. Nevertheless, given the reasonable possibility that changes in assumptions may transpire, as a sensitivity measure, the estimated effects of isolated changes in discount rates and long-term growth rates for reporting units with 20% or less excess fair value over the carrying amount have been presented. If current expectations of future growth rates and margins are not met, if market factors outside of our control, such as discount rates, change, or if management's expectations or plans otherwise change, including as a result of the development of our five-year operating plan, then one or more of our reporting units might become impaired in the future.

Impairment of Long-Lived Assets

We review the carrying value of our long-lived assets, including finite-lived intangibles, property, plant, and equipment, and right-of-use assets, for potential impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The policy ensures that our financial statements reflect the accurate value of our assets and comply with relevant accounting standards. Indicators of impairment may include, but are not limited to:

- Significant underperformance relative to historical or projected future operating results.
- Significant changes in the manner of use of the assets or the strategy for the overall business.
- Significant negative industry or economic trends.
- Significant decline in the market value of the asset.
- Legal factors, including changes in regulations affecting the asset.

We define our asset groups at the lowest level for which identifiable cash flows are largely independent of the cash flows of other groups of assets. Given the importance of the brands, customer relationships, executive and functional management and integrated support services, the Company has defined its asset groups are consistent with our reporting units, which include: Aperture Solutions–U.S., Surface Solutions–U.S. Siding, Surface Solutions–U.S. Stone, Shelter Solutions, Aperture Solutions–Canada, and Surface Solutions–Canada.

When an indicator of impairment is identified, we perform a recoverability test by comparing the carrying amount of the asset or asset group to the sum of the undiscounted future cash flows expected to result from the use and eventual disposition of the asset. If the carrying amount exceeds the undiscounted cash flows, an impairment loss is recognized. The impairment loss is measured as the amount by which the carrying amount of the asset exceeds its fair value, determined based on the asset's market value, if an active market exists, or future. The impairment loss is recognized in the income statement.

Fair value is determined based on the asset's market value, if an active market exists, or we use future undiscounted cash flows over the asset's useful life to determine if an asset is impaired. The discount rate is adjusted to reflect risks specific to the asset and the time value of money. The Company believes it uses reasonable and supportable assumptions for future cash flows, including assumptions related to the discount rate.

The Company completed an assessment of its long-lived assets for impairment given: (i) the completion of the Company's third and fourth quarter results, which were below management's expectations due to several factors such as lower than expected volumes, and (ii) the development and approval of our 2025 annual operating plan in December 2024. As a result of this assessment, the Company recognized an impairment loss of $68.7 million related to long-lived assets in its Surface Solutions–U.S. Stone reporting unit. The impairment is included in the *Impairment of goodwill, intangible assets and property, plant and equipment* line item in the Consolidated Statements of Income (Loss) for 2024 and was allocated to intangible assets of $32.7 million, property, plant and equipment of $24.2 million, and lease right-of-use assets of $11.8 million.

The impaired assets' revised carrying amounts will be depreciated over their remaining useful lives. The Company will continue to monitor the recoverability of its long-lived assets for its other assets groups and will perform additional impairment tests if events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable.

The Company assumptions utilized in the impairment testing are determined at a specific point in time and necessitate considerable judgment; consequently, they are subject to modification based on the prevailing facts and circumstances at each balance sheet date. Furthermore, these assumptions are typically interdependent and do not change in isolation.

Product Warranties

The Company sells a number of products and offers a number of warranties. The specific terms and conditions of these warranties vary depending on the product sold. As of December 31, 2024, the Company’s product warranty liability was $188.3 million, with most of the liability recognized in our Aperture Solutions and Surface Solutions reportable segments. Factors that affect the Company’s warranty liabilities include the number of units sold, historical and anticipated rates of warranty claims, cost per claim and new product introduction. Warranties are normally limited to replacement or service of defective components for the original customer. Some warranties are transferable to subsequent owners. Transferable warranties are generally limited to ten years from the date of manufacture or require pro-rata payments from the customer. A provision for estimated warranty costs is recorded based on historical experience and the Company periodically adjusts these provisions to reflect actual experience. The Company assesses the adequacy of the recorded warranty claims and adjusts the amounts as necessary.

Income Taxes

The determination of our provision for income taxes requires significant judgment, the use of estimates and the interpretation and application of complex tax laws. The amount recorded in our Consolidated Financial Statements reflects estimates of final amounts due to timing of completion and filing of actual income tax returns. Estimates are required with respect to, among other things, the potential utilization of operating and capital loss carry-forwards for federal, state, and foreign income tax purposes and valuation allowances required, if any, for tax assets that may not be realized in the future. We recognize the tax benefit from an uncertain tax position only if it is more-likely-than-not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the Consolidated Financial Statements from such a position are measured based on the largest benefit that is more-likely-than-not to be realized upon ultimate settlement. We establish allowances when, despite our belief that our tax return positions are fully supportable, certain positions could be challenged, and the positions may not be fully sustained. Our provision for income taxes reflects a combination of income earned and taxed in the various U.S. federal and state, Canadian federal and provincial and other jurisdictions. Jurisdictional tax law changes, increases or decreases in permanent differences between book and tax items, accruals or adjustments of accruals for tax contingencies or valuation allowances, and the change in the mix of earnings from these taxing jurisdictions all affect the overall effective tax rate.

As of December 31, 2024, the $19.8 million net operating loss carryforward included $10.8 million for U.S federal losses and $9.0 million for U.S. state losses. The state net operating loss carryforwards began to expire in 2024, if unused, and the federal and foreign loss carryforwards will begin to expire in 2030, if unused. There are limitations on the utilization of certain net operating losses.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Commodity Prices

The raw materials used in each of our reportable segments are mainly commodities. Specifically, we use PVC resin, glass and aluminum in our residential products and steel in our commercial products. Prices of these commodities can be influenced by numerous factors including, but not limited to, general economic conditions domestically and internationally, the availability of raw materials, competition, labor costs, freight and transportation costs, production costs, import duties and other trade restrictions. If prices of these raw materials were to increase dramatically, we may not be able to pass such increases on to our customers and, as a result, gross margins could decline significantly. Raw materials are generally available from numerous sources, and the number of suppliers is adequate to support production.

We manage the exposure to commodity pricing risk by increasing our selling prices for corresponding material cost increases, continuing to diversify our product mix, strategic buying programs and vendor partnering. The market for our products may or may not accept price increases and, as such, there is no assurance that we can maintain margins in an environment of rising commodity prices. See Item 1A- *Risk Factors* - Price volatility and supply constraints for raw materials could prevent us from meeting delivery schedules to our customers or reduce our profit margins.

Interest Rates

We are subject to market risk exposure related to changes in interest rates on our revolving credit facilities and term loans facilities. The following table sets forth the annual impact of a quarter point increase or decrease in interest rates on these facilities assuming the revolving credit facilities are fully drawn:

(Amounts in thousands)	December 31, 2024	One-quarter Percent Impact on Interest Rates
Revolving credit facilities balances assuming they are fully drawn:		
Asset-based lending facility	$ 850,000	$ 2,125
Cash flow revolving facility	92,000	230
First-in-last-out tranche asset-based lending facility	95,000	238
Term loan facilities outstanding balances:		
Term loan facility, due April 2028	2,502,500	6,256
Term loan facility, due August 2028	294,000	735
Term loan facility, due May 2031	498,750	1,247
Total	$ 4,332,250	$ 10,831

In April 2023, we entered into cash flow interest rate swap hedge contracts for a total notional amount of $1.5 billion to mitigate the exposure risk of our floating interest rate debt. The interest rate swaps effectively convert a portion of the floating rate interest payment into a fixed rate payment. See Note 9 — *Debt* in the Notes to the Consolidated Financial Statements for information on the material terms of our long-term debt and interest rate swaps.

Foreign Currency Exchange Rates

The functional currency for our Canadian operations is the Canadian dollar (“CAD”). Translation adjustments resulting from translating the functional currency financial statements into U.S. dollar (“USD”) equivalents are reported separately in accumulated other comprehensive (loss) income on the Consolidated Statements of Equity. The net foreign exchange gain (loss) included in net income (loss) in the Consolidated Statements of Income (Loss) was a loss of $14.1 million for 2024 and a gain of $6.8 million for 2023. Net foreign exchange translation loss included in the Consolidated Statements of Comprehensive Income (Loss) were a loss of $15.5 million for 2024 and a loss of $2.8 million for 2023.

We have entered into foreign currency forward contracts with a financial institution to hedge primarily inventory purchases in Canada, which are not material.

Item 8. Financial Statements and Supplementary Data.

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholder and the Board of Directors of Cornerstone Building Brands, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Cornerstone Building Brands, Inc. and subsidiaries (the "Company") as of December 31, 2024, the related consolidated statements of (loss) income, comprehensive (loss) income, equity, and cash flows, for the year ended December 31, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 14, 2025, expressed an adverse opinion on the Company's internal control over financial reporting because of a material weakness.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Goodwill Valuation — Refer to Notes 2 and 6 to the financial statements

Critical Audit Matter Description

The Company evaluates goodwill for impairment at least annually in the fourth quarter or whenever events occur, or circumstances indicate, that it is more likely than not that the fair value of a reporting unit is below its carrying value. The Company determines the fair value of each reporting unit using both the income and the market approach. The income approach requires management to make a number of business and valuation assumptions for each reporting unit, including assumptions of projected revenues and operating margins, as well as the selection of a discount rate. The market approach requires management to estimate fair value using marketplace fair value data derived from a comparable industry grouping of publicly traded companies and from pricing multiples implied from sales of companies similar to the Company's reporting units ("market multiples").

We identified the valuation of goodwill for the Aperture Solutions–U.S., Aperture Solutions–Canada, Surface Solutions–U.S. Siding, and Shelter Solutions reporting units as a critical audit matter because the determination of the reporting unit fair values was based on significant assumptions that are sensitive to changes and are dependent on expected future market and economic conditions. Auditing the assumptions used by management related to projected revenues and operating margins, as well as the selection of a discount rate required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Company's assumptions and valuation methodology included the following, among others:

- We tested the design and operating effectiveness of controls over management's goodwill impairment evaluation, including controls over forecasts of future cash flows based on estimates of revenues, operating margins and the determination of a discount rate, as well as the determination of comparable market multiples.
- We evaluated the reasonableness of management's forecasts of projected revenue and operating margins by comparing actual results to management's historical forecasts, historical results and third-party industry and peer performance.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the valuation methodologies, the discount rates, and the industry pricing multiples by performing certain procedures, including:
  - Evaluating whether the fair value models being used are appropriate considering the Company's circumstances and valuation premise identified
  - Developing an independent range using market inputs to assess the discount rate utilized
  - Evaluating the market multiples by considering the selected comparable industry grouping of publicly traded companies
  - Testing the underlying source information and mathematical accuracy of the calculations

/s/ Deloitte & Touche LLP

Raleigh, North Carolina
March 14, 2025

We have served as the Company's auditor since 2024.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Shareholders
Cornerstone Building Brands, Inc.

Opinion on the financial statements
We have audited the accompanying consolidated balance sheets of Cornerstone Building Brands, Inc. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2023 and 2022 (not presented herein), the related consolidated statements of (loss) income, comprehensive (loss) income, equity, and cash flows for the year ended December 31, 2023 ("Successor"), the periods from July 25, 2022 through December 31, 2022 ("Successor"), and January 1, 2022 through July 24, 2022 ("Predecessor"), and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 ("Successor"), and the results of its operations and its cash flows for the year ended December 31, 2023 ("Successor"), the periods from July 25, 2022 through December 31, 2022 ("Successor"), and January 1, 2022 through July 24, 2022 ("Predecessor") in conformity with accounting principles generally accepted in the United States of America.

Basis for opinion
These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ GRANT THORNTON LLP
We have served as the Company's auditor from 2018 to 2024.

Raleigh, North Carolina
February 23, 2024 (except for Note 18, as to which the date is March 14, 2025)

CORNERSTONE BUILDING BRANDS, INC.
CONSOLIDATED STATEMENTS OF INCOME (LOSS)
(In thousands, except per share data)

	Successor			Predecessor
			Year Ended December 31, 2022	
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Net sales	$ 5,297,529	$ 5,402,434	$ 2,744,148	$ 3,736,084
Cost of sales	4,200,856	4,197,442	2,232,049	2,929,699
Gross profit	1,096,673	1,204,992	512,099	806,385
Selling, general and administrative expenses	1,014,733	954,718	429,361	562,836
Impairment of goodwill, intangible assets and property, plant and equipment	934,729	—	—	—
Loss (gain) on divestiture	—	10,080	921	(401,413)
Gain on stockholder lawsuit settlement	—	—	—	(76,575)
Income (loss) from operations	(852,789)	240,194	81,817	721,537
Interest expense	(450,188)	(380,706)	(157,191)	(101,078)
Foreign exchange gain (loss)	(14,136)	6,768	(4,809)	686
Gain (loss) on extinguishment of debt	—	(184)	474	28,354
Other income, net	5,694	15,013	1,140	101
Income (loss) before income taxes	(1,311,419)	(118,915)	(78,569)	649,600
Income tax expense (benefit)	(122,009)	(43,390)	(15,073)	165,814
Net income (loss)	(1,189,410)	(75,525)	(63,496)	483,786
Net loss allocated to participating securities	—	—	—	(3,575)
Net income (loss) applicable to common shares	$ (1,189,410)	$ (75,525)	$ (63,496)	$ 480,211
Income per common share:				
Basic				$ 3.77
Diluted				$ 3.73
Weighted average number of common shares outstanding:				
Basic				127,316
Diluted				128,894

See accompanying notes to consolidated financial statements.

CORNERSTONE BUILDING BRANDS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In thousands)

	Successor		Year Ended December 31, 2022	
				Predecessor
	Year Ended December 31, 2024	Year Ended Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Net income (loss)	$ (1,189,410)	$ (75,525)	$ (63,496)	$ 483,786
Other comprehensive income, net of tax:				
Foreign exchange translation loss	(15,539)	(2,764)	(6,789)	(1,367)
Unrealized gain on derivative instruments, net of income tax of $3,100, $4,314, $(14,837), and $(16,432), respectively	27,085	18,615	41,786	62,462
Amount reclassified from Accumulated other comprehensive income into earnings	(37,237)	(32,977)	(824)	16,258
Unrecognized actuarial gains on pension obligation, net of income tax of $(17), $39, $58, and $—, respectively	560	484	336	—
Amortization and recognition of divested pension	—	—	—	(1,122)
Other comprehensive income (loss)	(25,131)	(16,642)	34,509	76,231
Comprehensive income (loss)	$ (1,214,541)	$ (92,167)	$ (28,987)	$ 560,017

See accompanying notes to consolidated financial statements.

CORNERSTONE BUILDING BRANDS, INC.

CONSOLIDATED BALANCE SHEETS

(In thousands, except share data)

	December 31, 2024	December 31, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	$ 159,529	$ 468,877
Accounts receivable, net	563,916	596,621
Inventories, net	610,177	496,839
Other current assets	158,603	73,987
Total current assets	1,492,225	1,636,324
Property, plant and equipment, net	1,127,037	889,103
Lease right-of-use assets	506,827	365,292
Goodwill	1,105,732	1,681,764
Intangible assets, net	2,387,905	2,286,068
Other assets, net	65,420	74,790
Total assets	$ 6,685,146	$ 6,933,341
LIABILITIES AND EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 34,000	$ 29,000
Short-term borrowings	95,000	—
Current portion of lease liabilities	85,052	64,711
Accounts payable	252,004	255,227
Accrued income and other taxes	17,325	57,058
Employee-related liabilities	86,516	113,081
Rebates, warranties and other customer-related liabilities	147,280	151,990
Accrued interest	69,334	50,692
Other current liabilities	97,827	78,635
Total current liabilities	884,338	800,394
Long-term debt	4,421,528	3,382,550
Long-term lease liabilities	408,157	287,304
Deferred income tax liabilities	531,352	556,935
Other long-term liabilities	234,894	261,288
Total liabilities	6,480,269	5,288,471
Commitments and contingencies (Note 15)		
Equity:		
Common stock, $0.01 par value, 1,000 shares authorized, issued and outstanding at December 31, 2024 and 2023	—	—
Additional paid-in capital	1,540,572	1,766,024
Accumulated deficit	(1,328,431)	(139,021)
Accumulated other comprehensive income (loss)	(7,264)	17,867
Total equity	204,877	1,644,870
Total liabilities and equity	$ 6,685,146	$ 6,933,341

See accompanying notes to consolidated financial statements.

CORNERSTONE BUILDING BRANDS, INC.
CONSOLIDATED STATEMENTS OF EQUITY
(In thousands, except share data)

	Common Stock		Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		Total Equity
	Shares	Amount				Shares	Amount	
December 31, 2021 (Predecessor)	126,992,107	$ 1,270	$ 1,279,931	$ (98,826)	$ (5,612)	(21,071)	$ (424)	$ 1,176,339
Treasury stock purchases	—	—	—	—	—	(192,773)	(4,627)	(4,627)
Retirement of treasury shares	(192,773)	(2)	(4,625)	—	—	192,773	4,627	—
Issuance of restricted stock	611,178	6	(6)	—	—	—	—	—
Stock options exercised	133,529	1	1,420	—	—	—	—	1,421
Other comprehensive income	—	—	—	—	76,231	—	—	76,231
Deferred compensation obligation	—	—	(424)	—	—	21,071	424	—
Share-based compensation	—	—	17,099	—	—	—	—	17,099
Net income	—	—	—	483,786	—	—	—	483,786
July 24, 2022 (Predecessor)	127,544,041	$ 1,275	$ 1,293,395	$ 384,960	$ 70,619	—	$ —	$ 1,750,249
Pushdown fair value adjustments	—	—	1,978,011	(384,960)	(70,619)	—	—	1,522,432
Payments to public stockholders	(65,413,135)	(654)	(1,611,780)	—	—	—	—	(1,612,434)
Recapitalization of outstanding common shares	(62,129,906)	(621)	621	—	—	—	—	—
Contributions from parent	—	—	95,194	—	—	—	—	95,194
July 25, 2022 (Successor)	1,000	$ —	$ 1,755,441	$ —	$ —	—	$ —	$ 1,755,441
Other comprehensive income	—	—	—	—	34,509	—	—	34,509
Share-based compensation	—	—	2,323	—	—	—	—	2,323
Other	—	—	168	—	—	—	—	168
Net loss	—	—	—	(63,496)	—	—	—	(63,496)
December 31, 2022 (Successor)	1,000	$ —	$ 1,757,932	$ (63,496)	$ 34,509	—	$ —	$ 1,728,945
Other comprehensive loss	—	—	—	—	(16,642)	—	—	(16,642)
Share-based compensation	—	—	8,262	—	—	—	—	8,262
Other	—	—	(170)	—	—	—	—	(170)
Net loss	—	—	—	(75,525)	—	—	—	(75,525)
December 31, 2023 (Successor)	1,000	$ —	$ 1,766,024	$ (139,021)	$ 17,867	—	$ —	$ 1,644,870
Other comprehensive loss	—	—	—	—	(25,131)	—	—	(25,131)
Share-based compensation	—	—	6,173	—	—	—	—	6,173
Dividend to Parent	—	—	(231,625)	—	—	—	—	(231,625)
Net loss	—	—	—	(1,189,410)	—	—	—	(1,189,410)
December 31, 2024 (Successor)	1,000	$ —	$ 1,540,572	$ (1,328,431)	$ (7,264)	—	$ —	$ 204,877

See accompanying notes to consolidated financial statements.

CORNERSTONE BUILDING BRANDS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

	Successor		Year Ended December 31, 2022	
				Predecessor
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Cash flows from operating activities:				
Net income (loss)	$ (1,189,410)	$ (75,525)	$ (63,496)	$ 483,786
Adjustments to reconcile net income to net cash from operating activities:				
Depreciation and amortization	401,657	412,597	130,153	166,177
Amortization of debt issuance costs, debt discount and fair values	100,804	91,816	38,997	19,952
Impairment of goodwill, intangible assets and property, plant and equipment	934,729	—	—	—
Share-based compensation expense	6,173	8,262	2,323	17,099
Non-cash lease expense	6,591	6,346	—	—
(Gain) loss on extinguishment of debt	—	184	(474)	(28,354)
Unrealized (gain) loss on foreign currency exchange rates	14,136	(2,200)	6,970	—
(Gain) loss on divestitures	—	10,080	921	(401,413)
(Gain) loss on sale of assets	419	328	398	(2,670)
Change in fair value of contingent consideration	5,489	—	—	—
Amortization of inventory and other fair value step-ups	17,071	—	66,400	1,238
Provision for credit losses	8,337	8,195	2,053	3,811
Deferred income taxes	(142,555)	(133,752)	(36,956)	(26,686)
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:				
Accounts receivable	49,238	73,476	128,564	(65,856)
Inventories	12,770	70,347	149,748	(12,956)
Income and other taxes	(73,643)	49,955	(166,316)	134,643
Other current assets	(35,203)	25,849	(9,920)	(4,717)
Accounts payable	(19,860)	(40,489)	(40,102)	44,446
Accrued expenses	(68,248)	(92,862)	7,813	1,757
Other, net	(12,737)	(12,423)	(38,029)	810
Net cash flows from operating activities	15,758	400,184	179,047	331,067
Cash flows from investing activities:				
Acquisitions, net of cash acquired	(928,636)	(218,450)	—	4,252
Capital expenditures	(211,398)	(193,935)	(98,008)	(64,848)
Proceeds from divestitures, net of cash divested	—	(10,080)	—	510,883
Proceeds from sale of property, plant and equipment	5,567	596	12,370	6,070
Net cash flows from investing activities	(1,134,467)	(421,869)	(85,638)	456,357
Cash flows from financing activities:				
Proceeds from short-term borrowings	1,334,949	—	—	—
Repayments of short-term borrowings	(1,239,949)	—	—	—
Proceeds from term loans	500,000	—	300,000	—
Payments on term loans	(30,250)	(29,000)	(13,000)	(13,000)
Payments to public stockholders	—	—	(1,612,434)	—
Proceeds from senior notes	500,000	—	710,000	—
Repurchases of senior notes	—	(33,885)	(23,180)	(70,560)
Payments of financing costs	(18,348)	—	(84,686)	—
Contributions from Parent, net	—	—	95,194	—
Dividend payment to Parent	(231,625)	—	—	—
Payments on derivative financing obligations	—	—	—	(7,321)
Other	—	—	165	(3,206)
Net cash from financing activities	814,777	(62,885)	(627,941)	(94,087)
Effect of exchange rate changes on cash and cash equivalents	(5,416)	(104)	304	(5)
Net increase (decrease) in cash and cash equivalents	(309,348)	(84,674)	(534,228)	693,332
Cash and cash equivalents at beginning of period	468,877	553,551	1,087,779	394,447
Cash and cash equivalents at end of period	$ 159,529	$ 468,877	$ 553,551	$ 1,087,779

See accompanying notes to consolidated financial statements.

CORNERSTONE BUILDING BRANDS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share data, unless otherwise noted)

Note 1 — Basis of Presentation

Description of Business

Cornerstone Building Brands, Inc. ("Cornerstone Building Brands" or, collectively with its subsidiaries, unless the context requires otherwise, the "Company") is a holding company incorporated in the State of Delaware. The Company is a leading exterior building products manufacturer by sales in North America and serves residential and commercial customers across new construction and the repair and remodel end markets. The Company is organized in three reportable segments: Aperture Solutions, Surface Solutions and Shelter Solutions.

Organization and Ownership Structure

On July 25, 2022 and pursuant to an Agreement and Plan of Merger dated March 5, 2022 (the "Merger Agreement") by and among the Company, Camelot Return Intermediate Holdings, LLC ("Camelot Parent") and Camelot Return Merger Sub, Inc. ("Merger Sub"), investment funds managed by Clayton, Dubilier and Rice, LLC ("CD&R") became the indirect owners of all the issued and outstanding shares of common stock of Cornerstone Building Brands. Pursuant to the Merger Agreement, Merger Sub merged with and into the Company (the "Merger"), with the Company surviving the Merger as a subsidiary of Camelot Parent (the "Surviving Corporation"). At the effective time of the Merger (the "Effective Time"), the Company became a privately held company and its shares were no longer traded on the New York Stock Exchange.

At the Effective Time, in accordance with the terms and conditions set forth in the Merger Agreement, each share of Company common stock outstanding immediately prior to the Effective Time of the Merger (other than (i) shares of Company common stock that were cancelled or converted into shares of common stock of the Surviving Corporation in accordance with the Merger Agreement and (ii) shares of Company common stock held by stockholders of the Company (other than CD&R, certain investment funds managed by CD&R and other affiliates of CD&R that held shares of Company common stock) who did not vote in favor of the Merger Agreement or the Merger and who had perfected and not withdrawn a demand for appraisal rights pursuant to Section 262 of the General Corporation Law of the State of Delaware), was converted into the right to receive cash in an amount equal to $24.65 in cash per share, without interest and subject to any required withholding taxes.

On July 25, 2022, the Company amended its Certificate of Incorporation to authorize 1,000 shares of common stock, par value of $0.01. Each share of common stock will have one vote and all shares of common stock vote together as a single class.

Basis of Presentation

The accompanying consolidated financial statements are presented in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") and pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). The accompanying Consolidated Financial Statements include the accounts and operations of the Company and its majority-owned subsidiaries and all adjustments (consisting of normal recurring adjustments) that the Company considered necessary to present a fair statement of its results of operations, financial position and cash flows. All intercompany accounts and transactions have been eliminated in consolidation. Through application of pushdown accounting, the Company's Consolidated Financial Statements are presented as Predecessor for periods prior to the Merger and Successor for subsequent periods. The years ended December 31, 2024 and December 31, 2023 and the period from July 25, 2022 through December 31, 2022, represent Successor periods and the period from January 1, 2022 through July 24, 2022, represent the Predecessor period. All references herein for the year "2024" represents the year ended December 31, 2024 and "2023" represent the year ended December 31, 2023. Certain items have been reclassified in the prior year disclosures to conform to the current year presentation.

Note 2 — Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, net sales and expenses, and related disclosures of contingent assets and liabilities in the Consolidated Financial Statements and accompanying notes. These estimates include, but are not limited to: establishing the allowance for expected credit losses; allowance for slow-moving and obsolete inventory; the impairment of goodwill; establishing useful lives for and evaluating the recovery of our finite-life, long-lived assets; recognizing the fair value of assets acquired and liabilities assumed in business combinations; determining the fair value of contingent considerations, accounting for rebates and product warranties; the valuation and expensing for share-based compensation; certain assumptions made in accounting for pension benefits; accounting for contingencies and uncertainties and accounting for income taxes. Actual results may differ from the estimates used in preparing the Consolidated Financial Statements.

Cash, Cash Equivalents

Cash and cash equivalents mainly consist of highly liquid, unrestricted savings, checking, money market funds with maturities of less than three months and other bank accounts.

The following table sets forth the components of cash and cash equivalents:

	December 31, 2024	December 31, 2023
Cash	$ 159,529	$ 228,975
Money market funds (Level 1 securities)	—	239,902
Total cash and cash equivalents	$ 159,529	$ 468,877

Accounts Receivable, Net

The Company reports accounts receivable net of an allowance for expected credit losses. The Company's allowance for expected credit losses was $26.3 million at December 31, 2024 and $9.6 million at December 31, 2023. The allowance was written off on July 25, 2022, in connection with the Merger and is presently being reestablished with an offset to gross receivables to accurately reflect the ongoing potential for future losses. The Company establishes provisions for expected credit losses based on the Company's assessment of the collectability of amounts owed to the Company by its customers. Such allowances are included in selling, general and administrative expenses in the Company's Consolidated Statements of Income (Loss). In establishing the allowance, the Company considers changes in the financial position of a customer, age of the accounts receivable balances, availability of security, unusual macroeconomic conditions, lien rights and bond rights as well as disputes, if any, with its customers. Uncollectible accounts are written off when a settlement is reached for an amount that is less than the outstanding historical balance, all collection efforts have been exhausted or any legal action taken by the Company has concluded. The Company's provision for expected credit losses was $8.3 million for 2024, $8.2 million for 2023, $2.1 million for the period from July 25, 2022 through December 31, 2022, and $3.8 million for the period from January 1, 2022 through July 24, 2022.

Inventories

Inventories are stated at the lower of cost or net realizable value less allowance for slow-moving and obsolete inventory using the first-in, first-out method. The Company reduces its inventory value for estimated slow-moving and obsolete inventory when evidence exists that the net realizable value of inventory is lower than its cost. The Company's allowance for slow-moving and obsolete inventory was $34.3 million at December 31, 2024 and $0.4 million at December 31, 2023. The allowance was written off on July 25, 2022, in connection with the Merger and is presently being reestablished with an offset to gross inventory to accurately reflect the ongoing potential for future losses. The Company's estimate is based upon multiple factors including, but not limited to: (i) historical write-offs and usage, (ii) sales of products at discounted or negative margins, (iii) discontinued products or designs, (iv) specific inventory quantities that are more than estimated future demand and (v) other market conditions. The Company's provision for slow-moving and obsolete inventory was $10.4 million for 2024, $1.9 million for 2023, $3.8 million for the period from July 25, 2022 through December 31, 2022, and $7.2 million for the period from January 1, 2022 through July 24, 2022.

Interest Rate Swaps

The Company’s use of derivative instruments, principally interest rate swaps, is limited to non-trading purposes and is designed to partially manage exposure to changes in interest rates. The Company’s contracts are hedges for transactions with notional amounts and periods consistent with the related exposures and do not constitute investments independent of these exposures.

The changes in the fair value (i.e., gains or losses) of a derivative instrument are recorded as either assets or liabilities in our Consolidated Balance Sheets with an offset to net income (loss) or other comprehensive income (loss) depending on whether, for accounting purposes, it has been designated and qualifies as an accounting hedge and, if so, on the type of hedging relationship. The criteria used to determine if hedge accounting treatment is appropriate are: (a) formal designation and documentation of the hedging relationship, the risk management objective and hedging strategy at hedge inception; (b) eligibility of hedged items, transactions and corresponding hedging instrument; and (c) effectiveness of the hedging relationship both at inception of the hedge and on an ongoing basis in achieving the hedging objectives. For those derivative instruments designated and qualifying as hedging instruments, the Company must designate the hedging instrument either as a fair value hedge or as a cash flow hedge. The Company designates its interest rate contracts for forecasted interest payments as cash flow hedges. The Company had no hedging instruments designated as fair value hedges.

For interest rate swaps designated and qualifying as cash flow hedges, the Company recognizes gains or losses as a component of other comprehensive income (loss) and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Cash flows from hedging activities are classified as operating activities in the Consolidated Statement of Cash Flows.

Property, Plant and Equipment, Net

Property, plant and equipment is carried at cost. Depreciation is provided on a straight-line basis, over the estimated useful lives of the assets. Gains or losses resulting from dispositions are included in operating income. Betterments and renewals, which improve and extend the life of an asset, are capitalized; maintenance and repair costs are expensed as incurred. Assets held for use to be disposed of at a future date are depreciated over the remaining useful life. Assets to be sold are written down to fair value less costs to sell at the time the assets are being actively marketed for sale. Depreciation and amortization are recognized in cost of sales or selling, general and administrative expenses based on the nature and use of the underlying assets.

Intangible Assets, Net

Intangible assets acquired separately are measured initially at cost. The cost of intangible assets acquired in a business combination is their fair value at the acquisition date. After initial recognition, intangible assets are carried at cost less any accumulated amortization and any accumulated impairment losses.

The Company’s intangible assets have finite useful lives and are amortized on a straight-line basis over their estimated useful lives. The amortization period and the amortization method for an intangible asset with a finite useful life are reviewed at least at each financial year-end. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are accounted for by changing the amortization period or method, as appropriate, and are treated as changes in accounting estimates. The amortization expense on intangible assets with finite lives is recognized in the Company’s Consolidated Statement of (Loss) Income.

An intangible asset is derecognized on disposal or when no future economic benefits are expected from its use or disposal. Gains or losses arising from derecognition of an intangible asset, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognized in profit (loss) when the asset is derecognized.

Impairment of Long-Lived Assets

The Company evaluates long-lived assets for impairment, including, but not limited to, property, plant and equipment, lease right-of-use assets, and finite-lived intangible assets, when events or changes in circumstances indicate that the carrying value of such assets may not be recoverable or the assets are being held for sale. Upon the occurrence of a triggering event, the asset is reviewed to assess whether the estimated undiscounted cash flows expected from the use of the asset plus the residual value from the ultimate disposal exceeds the carrying value of the asset. If the carrying value exceeds the estimated recoverable amounts, the asset is written down to the estimated fair value and any resulting impairment loss is reflected within other operating costs on the Consolidated Statements of Income (Loss). The Company recognized an impairment loss of $68.7 million related to long-lived assets in its Surface Solutions–U.S. Stone asset group. The impairment was included in the *Impairment of goodwill, intangible assets and property, plant and equipment* line item in the Consolidated Statements of Income (Loss) for the year ended December 31, 2024, and was allocated to intangible assets of $32.7 million, property, plant and equipment of $24.2 million, and lease right-of-use assets of $11.8 million. There were no meaningful impairments prior to the year ended December 31, 2024.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of identifiable net assets acquired in business combinations. The Company evaluates goodwill for impairment at least annually and completes its annual review in the fourth quarter. When evaluating goodwill for impairment, the Company estimates the fair value of its reporting units. If the carrying amount of a reporting unit, including goodwill, exceeds the estimated fair value, then the excess is charged to earnings as an impairment loss. Significant judgment is required in estimating the fair value of the reporting unit and performing goodwill impairment tests. The determination of fair value incorporates significant unobservable inputs. The Company records goodwill adjustments for changes to the purchase price allocation prior to the end of the measurement period, which is not to exceed one year from the acquisition date.

We have six reporting units defined as “Aperture Solutions–U.S.,” “Aperture Solutions–Canada,” “Surface Solutions–U.S. Siding,” “Surface Solutions–Canada,” “Surface Solutions–U.S. Stone” and “Shelter Solutions.” Aperture Solutions–U.S. and Aperture Solutions–Canada reporting units are part of the Aperture Solutions reportable segment. Surface Solutions–U.S. Siding, Surface Solutions–Canada and Surface Solutions–U.S. Stone are part of the Surface Solutions reportable segment. Shelter Solutions is a reporting unit and a reportable segment.

The Company recorded impairments relating to goodwill of $866.1 million during 2024, related to its Aperture Solutions–U.S. reporting unit totaling $496.1 million, its Surface Solutions–U.S. Siding reporting unit of $329.1 million, and its Surface Solutions–U.S. Stone reporting unit of $40.8 million. The impairment was included in the *Impairment of goodwill, intangible assets and property, plant and equipment* line item in the Consolidated Statements of Income (Loss). The Company did not recognize any impairments of goodwill for any of the periods presented prior to the year ended December 31, 2024.

Product Warranties

The Company offers a number of warranties associated with the products it sells. Warranties are normally limited to replacement or service of defective components for the original customer. Some warranties are transferable to subsequent owners and are generally limited to ten years from the date of manufacture. The Company accrues for the estimated cost of product warranty at the time of sale based on historical experience and expectations regarding future costs to be incurred. Warranty costs are included within cost of sales.

Leases

The Company has leases for certain manufacturing sites; warehouse and distribution locations; offices; and vehicles and equipment. Many of these leases have options to terminate prior to or extend beyond the end of the term. The exercise of the majority of lease renewal options is at the Company’s sole discretion. Some lease agreements have variable payments, the majority of which are real estate agreements in which future increases in rent are based on an index. The Company’s lease agreements do not contain any material residual value guarantees or material restrictive covenants. The Company accounts for lease and non-lease components as a single lease component. The Company has elected to exclude leases with an initial term of 12 months or less from the Consolidated Balance Sheets and recognizes related lease payments in the Consolidated Statements of Income (Loss) on a straight-line basis over the lease term.

Operating lease liabilities are recognized based on the present value of the future minimum lease payments over the reasonably expected holding period at the commencement date of the leases. Few of the Company’s lease contracts provide a readily determinable implicit rate. As such, an estimated incremental borrowing rate is utilized, based on information available at the inception of the lease. The incremental borrowing rate represents an estimate of the interest rate we would incur at lease commencement to borrow an amount equal to the lease payments on a collateralized basis over the term of the lease.

Accounting for leases requires judgment, including determining whether a contract contains a lease, the incremental borrowing rates to utilize for leases without a stated implicit rate, the reasonably certain holding period for a leased asset, and the allocation of consideration to lease and non-lease components.

Long-term Debt Discounts, Issuance Costs and Fair Value Adjustments

Unamortized discounts, debt issuance costs and fair value adjustments incurred relating to long-term debt are amortized over the term of the related financing using the effective interest method.

Revenue Recognition

The Company enters into contracts that pertain to products, which are accounted for as separate performance obligations and are typically one year or less in duration. Given the nature of the Company's sales arrangements, the Company is not required to exercise significant judgment in determining the timing for the satisfaction of performance obligations or the transaction price. Revenue is measured as the amount of consideration expected to be received in exchange for the Company’s products. Revenue is recognized when obligations under the terms of a contract with our customers are satisfied; generally, this occurs with the transfer of control of our products at a point in time. Allowances for cash discounts, volume rebates and other customer incentive programs, as well as gross customer returns, among others, are recorded as a reduction of sales at the time of sale based upon the estimated future outcome.

The Company’s net sales are adjusted for variable consideration, which includes customer volume rebates, special pricing discounts, prompt payment discounts, customer returns and other incentive programs. The Company measures variable consideration by estimating expected outcomes using analysis and inputs based upon anticipated performance, historical data, and current and forecasted information. Measurement of variable consideration is reviewed by management periodically and net sales are adjusted accordingly. The Company does not have significant financing components.

Shipping and handling activities billed to customers are treated as fulfillment costs. Shipping and handling activities performed before a customer obtains control of the product are not treated as a separate performance obligation and are included in net sales at the same point in time the related product revenue is recognized, while shipping and handling costs are expensed as incurred and recorded within in cost of sales in the Company’s Consolidated Statements of Income (Loss).

A portion of the Company’s net sales within the Shelters Solutions reportable segment includes the offering of extended warranties, which customers can purchase separately from the related products. These extended warranties are considered separate performance obligations, with warranty options available for 5, 10, 15 or 20 years. Revenue allocated to these warranties is recognized on a straight-line basis over the warranty period, reflecting the pattern in which the Company expects to satisfy the performance obligation.

For 2024, one customer accounted for 12.2% of the Company’s net sales. The sales attributed to this customer are included in all three of the Company’s reportable segments.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was $18.2 million for 2024, $15.9 million for 2023, $11.3 million for the period from July 25, 2022 through December 31, 2022 and $11.1 million for the period from January 1, 2022 through July 24, 2022. These costs are included in selling, general and administrative expenses on the Consolidated Statements of Income (Loss).

Share-Based Compensation

Share-based compensation expense, measured as the fair value of an award on the date of grant. For time-based awards, expense is recorded over the requisite service or performance period. For awards with performance conditions, the amount of share-based compensation expense recognized is based upon the probable outcome of the performance conditions, as determined by the Company. The Company accounts for forfeitures of outstanding but unvested awards in the period they occur.

Income Taxes

Deferred income tax assets and liabilities are measured based on differences between the financial statement basis and income tax basis of assets and liabilities using estimated income tax rates expected to be in effect for the year in which the differences are expected to reverse. Changes in deferred income tax assets and liabilities attributable to changes in enacted income tax rates are charged or credited to income tax expense. Valuation allowances are established when necessary to reduce deferred income tax assets to the amount that is more-likely-than-not to be realized.

The Company assesses its income tax positions and records tax benefits based upon management’s evaluation of the facts, circumstances, and information available at the reporting date. The Company recognizes tax benefits from uncertain tax positions only if it is more-likely-than-not that the tax position will be sustained on examination by the taxing authorities, based on technical merits of the positions. The tax benefits recognized from such a position are measured based on the largest benefit that is more-likely-than-not to be realized upon ultimate settlement.

Foreign Currency Remeasurement and Translation

Gains (losses) arising from transactions denominated in a currency other the functional currency of the entity that is party to the transaction are included in net (loss) income on the Company's Consolidated Statements of Income (Loss), including the remeasurement of foreign denominated intercompany loans at current exchange rates.

The Company's reporting currency is the United States ("U.S.") dollar while the functional currency of the Company's significant non-U.S. subsidiaries is the Canadian Dollar. Translation adjustments resulting from translating the functional currency financial statements into U.S. dollar equivalents are reported separately in accumulated other comprehensive income (loss) in equity.

Business Combinations

We account for business combinations under the acquisition method of accounting, which requires an allocation of the consideration we paid to the identifiable assets, intangible assets and liabilities based on the estimated fair values as of the closing date of the acquisition. The excess of the fair value of the purchase price over the fair values of these identifiable assets, intangible assets and liabilities is recorded as goodwill.

Acquired intangibles other than goodwill are initially recognized at fair value and amortized over their useful lives unless those lives are determined to be indefinite. The fair value of identifiable intangible assets is determined using an income approach on an individual asset basis. Specifically, we use the multi-period excess earnings method to determine the fair value of customer relationships and the relief-from-royalty approach to determine the fair value of trade names. Determining the fair value of acquired intangibles involves significant estimates and assumptions, including forecasted revenue growth rates, margins, percentage of revenue attributable to the trade name, contributory asset charges, customer attrition rate, market-participant discount rates, the assumed royalty rates and income tax rates.

The determination of the useful life of an intangible asset other than goodwill is based on factors including historical trade name performance with respect to consumer name recognition, geographic market presence, market share, plans for ongoing trade name support and promotion, customer attrition rate, and other relevant factors.

The initial purchase price allocation is based upon provisional information and is subject to revision during the measurement period (up to one year from the acquisition date) as additional information concerning valuations is obtained. As the Company obtains new information regarding facts and circumstances that existed as of the acquisition date that, if known, would have resulted in revised estimated values of those assets or liabilities, the Company will accordingly revise the provisional purchase price allocation. These adjustments may include, but are not limited to, adjustments pertaining to intangible assets acquired, property, plant and equipment acquired, tax liabilities assumed and working capital. The associated acquisitions expenses are expensed as incurred in selling, general and administrative expenses within the Consolidated Statements of Income (Loss).

Contingencies

The Company's contingent liabilities are related primarily to litigation and environmental matters and are based upon assumptions and estimates regarding the probable outcome of the matter. The Company records the probability by evaluating historical precedent as well as the specific facts relating to each particular contingency (including the opinion of outside advisors, professionals and experts). The Company records loss contingencies and unasserted claims when it believes a loss is probable and the amount of the loss can be reasonably estimated. The ultimate losses incurred upon final resolution of loss contingencies may differ materially from the estimated liability recorded at any particular balance sheet date. Changes in estimates are recorded in the Consolidated Statements of Income (Loss) in the period in which such changes occur.

Recent Accounting Pronouncements

In November 2023, the FASB issued ASU No. 2023-07, *Improvements to Reportable Segment Disclosures (Topic 280)*. This ASU updates reportable segment disclosure requirements by requiring disclosures of significant reportable segment expenses that are regularly provided to the Chief Decision Maker ("CODM") and included within each reported measure of a segment's profit or loss. This ASU also requires disclosure of the title and position of the individual identified as the CODM and an explanation of how the CODM uses the reported measures of a segment's profit or loss in assessing segment performance and deciding how to allocate resources. The ASU is effective for annual periods beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Adoption of the ASU should be applied retrospectively to all prior periods presented in the financial statements. The Company adopted this policy as of January 1, 2024. See disclosures in Note 18 — *Reportable Segment and Geographical Information***.**

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which establishes new income tax disclosure requirements in addition to modifying and eliminating certain existing requirements. The new guidance requires consistent categorization and greater disaggregation of information in the rate reconciliation, as well as further disaggregation of income taxes paid. This change is effective for annual periods beginning after December 15, 2024. Prospective application is required, with retrospective application permitted. The Company is currently evaluating the effect the updated guidance will have on its financial statement disclosures.

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement- Reporting Comprehensive Income- Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses,* which improves disclosure requirements and provides more detailed information about an entity's expenses, specifically amounts related to purchases of inventory, employee compensation, depreciation, intangible asset amortization and selling expenses, along with qualitative descriptions of certain other types of expenses. This change is effective for annual periods beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027. The Company is currently evaluating the effect the updated guidance will have on its financial statement disclosures.

Note 3 — Mergers, Acquisitions and Divestitures

CD&R Merger Transaction

On July 25, 2022, Merger Sub merged with and into the Company, with the Company surviving the merger as a subsidiary of Camelot Parent. CD&R previously held 61.9 million shares of the Company immediately prior to the Merger. As a result of the Merger, CD&R became the indirect owners of all of the issued and outstanding shares of Company common stock that CD&R did not already own.

The Merger was accounted for as a business combination. The purchase price was allocated to the assets acquired and liabilities assumed based on the estimated fair market value at the date of the Merger.

The Merger was funded in part with proceeds from the following issuances:

- $300.0 million aggregate principal amount under the Side Car Term Loan Facility, due August 2028 (as defined in Note 9 — *Debt)*;
- $710.0 million of 8.750% Senior Secured Notes (as defined in Note 9 — *Debt)* due August 2028;
- $564.4 million of cash from the Company;
- $464.4 million aggregate principal amount of 2.99% senior payment-in-kind notes due 2029 that were issued and are held by Camelot Return Parent, LLC ("Camelot Return Parent"), an indirect parent of Company; and
- $195.0 million from preferred shares of Camelot Return Parent.

Neither the Company nor any of its subsidiaries is a guarantor of or is obligated to make any payments related to the 2.99% senior payment-in-kind notes due 2029 held by Camelot Return Parent.

The calculation of the total consideration paid follows:

		Consideration
Common shares purchased		65,613,349
Common share closing price	$	24.65
Merger consideration, common shares purchased	$	1,617,369
Effective settlement of pre-existing relationships(1)		128,721
Total Merger consideration		1,746,090
Fair value of common shares previously held by CD&R and other adjustments(2)		1,526,591
Total equity value	$	3,272,681

(1) Consists mainly of employee share-based compensation awards that were outstanding at that time the Merger was consummated.

(2) Consists of 61.9 million common shares, with shares rolled over or acquired by Camelot Parent.

The Company incurred transaction costs of $29.4 million associated with the Merger, of which $0.7 million was recognized in the period from July 25, 2022 through December 31, 2022 and $28.7 million was recognized in the period from January 1, 2022 through July 24, 2022. These costs are included in selling, general and administrative expenses on the Consolidated Statements of (Loss) Income.

During July 2023, the Company completed measurement period adjustments, which were mainly composed of a $291.5 million increase to property, plant and equipment and a $174.7 million decrease to intangible assets. The effect of measurement period adjustments on the estimated fair value elements were reflected as if the adjustments had been made as of the date of the Merger, including a $66.5 million cumulative catch-up to depreciation and amortization expense recorded during the three months ended July 1, 2023 resulting from the update in the fair market value of property, plant and equipment and intangible assets. The table below presents the Consolidated Statements of Income (Loss) line items impacted by the aforementioned adjustments for previously reported periods.

Consolidated Statements of (Loss) Income Line Item	Increase / (Decrease) due to Depreciation and Amortization Impact on Prior Periods July 25, 2022 through December 31, 2022	Three Months Ended April 1, 2023	Cumulative Catch-Up Recorded During Three Months Ended July 1, 2023
Cost of sales	$ 38,852	$ 26,303	$ 65,155
Gross profit	$ (38,852)	$ (26,303)	$ (65,155)
Selling, general and administrative expenses	$ (1,632)	$ 2,963	$ 1,331
Loss from operations	$ (37,220)	$ (29,266)	$ (66,486)

Acquisitions Completed During the Current Year

Harvey Building Products Corp.

In April 2024, the Company completed the acquisition of Harvey Building Products Corp. ("Harvey") for a purchase price of $460.7 million, subject to certain customary adjustments. Harvey is a manufacturer of high performing windows and doors, and its portfolio of industry leading brands include Harvey, Softlite and Thermo-Tech. Headquartered in Waltham, Massachusetts, Harvey has approximately 1,200 employees at four manufacturing facilities located throughout the Northeast and Midwest. Harvey specializes in premium, custom windows and doors primarily serving the Eastern U.S. This acquisition was funded through issuing long-term debt further discussed in Note 9, *Debt*. Harvey is included in the Company's Aperture Solutions reportable segment.

The purchase price allocation below is based upon provisional information and is subject to revision during the measurement period (up to one year from the acquisition date) as additional information concerning valuations is obtained. During the measurement period, as the Company obtains new information regarding facts and circumstances that existed as of the acquisition date that, if known, would have resulted in revised estimated values of those assets or liabilities, the Company will accordingly revise the provisional purchase price allocation, which may include, but are not limited to, adjustments pertaining to intangible assets acquired, property, plant and equipment acquired and tax liabilities assumed.

The following table summarizes the provisional fair value of net assets acquired:

	Fair Value
Cash and cash equivalent	$ 10,423
Accounts receivable	27,325
Inventories	21,535
Property, plant and equipment	47,478
Lease right-of-use assets	124,418
Goodwill	172,662
Trade name and customer relationship intangibles	246,000
Other assets	16,530
Total assets acquired	666,371
Accounts payable and other liabilities assumed	36,072
Employee related liabilities	6,208
Lease liabilities	104,807
Deferred income tax liabilities	58,622
Total liabilities assumed	205,709
Net assets acquired	$ 460,662

During the year ended December 31, 2024, the Company made the following measurement period adjustments since the initial opening balance sheet estimates were recorded during the three and six months ended June 29, 2024. The Company recognized a $6.7 million increase in property, plant and equipment, and increase of $86.7 million in intangible assets, an increase of $15.0 million related to all other assets, a increase of $24.0 million in deferred tax liabilities and net decrease of $14.6 million in accounts payable and other liabilities assumed. Recognized goodwill decreased by $99.2 million as a result of these measurement period adjustments. The Company recorded these measurement price adjustments to update the allocation of the purchase price based upon further analysis of information subsequent to the acquisition date, inclusive of net working capital adjustments.

The provisional fair value and expected useful life of identifiable intangible assets consists of the following:

		Fair Value	Useful Life in Years
Customer relationships	$	200,000	12
Trade names and other		46,000	12
Total	$	246,000	

The acquisition of Harvey resulted in the recognition of $172.7 million of goodwill. The goodwill recorded is a result of expected synergies and other benefits that we believe will result from the integration of the acquisition with our operations. Goodwill created as a result of the acquisition of Harvey is not expected to be deductible for tax purposes. A net deferred tax liability of $58.6 million was established as a result of the acquisition.

Mueller Supply Company, Inc.

In July 2024, the Company completed the acquisition of Mueller Supply Company, Inc. ("Mueller") for a purchase price of $495.9 million, including a base purchase price of $475.0 million, in addition to closing date cash and working capital adjustments. Mueller is a leading manufacturer of residential metal roofing and components and steel buildings in Texas and the Southwest United States ("U.S."). Mueller has approximately 900 employees and a comprehensive regional footprint including 38 retail branches and five manufacturing sites in Amarillo, Ballinger and Huntsville, Texas; Oak Grove, Louisiana; and Phoenix, Arizona. This acquisition was funded through issuing long-term debt further discussed in Note 9, *Debt*. Mueller is included in the Company's Shelter Solutions reportable segment.

The purchase price allocation below is based upon provisional information and is subject to revision during the measurement period (up to one year from the acquisition date) as additional information concerning valuations is obtained. During the measurement period, as the Company obtains new information regarding facts and circumstances that existed as of the acquisition date that, if known, would have resulted in revised estimated values of those assets or liabilities, the Company will accordingly revise the provisional purchase price allocation, which may include, but are not limited to, adjustments pertaining to intangible assets acquired, property, plant and equipment acquired and tax liabilities assumed.

The following table summarizes the provisional fair value of net assets acquired:

	Fair Value
Cash and cash equivalent	$ 18,074
Accounts receivable	10,346
Inventories	126,516
Property, plant and equipment	207,912
Goodwill	107,543
Trade name and customer relationship intangibles	108,000
Equity investment	11,000
Other assets	5,803
Total assets acquired	595,194
Accounts payable and other liabilities assumed	5,693
Employee related liabilities	8,988
Rebates and customer related liabilities	16,698
Deferred income tax liabilities	67,924
Total liabilities assumed	99,303
Net assets acquired	$ 495,891

During the year ended December 31, 2024, the Company made the following measurement period adjustments since the initial opening balance sheet estimates were recorded during the three and nine months ended September 28, 2024. The Company recognized a $17.5 million increase in property, plant and equipment, a $20.0 million increase in intangible assets and an increase of $8.8 million in deferred tax liabilities. Recognized goodwill decreased by $29.9 million as a result of these measurement period adjustments. The Company recorded these measurement price adjustments to update the allocation of the purchase price based upon further analysis of information subsequent to the acquisition date, inclusive of net working capital adjustments.

As part of the Mueller transaction, the Company acquired a 33.33% interest in BDM Metal Coaters, LLC (“BDM”). The general purpose of BDM is the establishment and operation of a processing facility for the slitting and coating of hot roll steel coils. The Company does not exercise significant influence over BDM’s operating and financial activities; therefore, the Company accounts for the investment under the equity method of accounting. The carrying value of the investment of $11.1 million is recognized in other assets, net on our Consolidated Balance Sheets for the period ended December 31, 2024.

The provisional fair value and expected useful life of identifiable intangible assets consists of the following:

	Fair Value	Useful Life in Years
Customer relationships	$ 30,000	11
Trade names and other	78,000	12
Total	$ 108,000	

The acquisition of Mueller resulted in the recognition of $107.5 million of goodwill. The goodwill recorded is a result of expected synergies and other benefits that we believe will result from the integration of the acquisition within our operations. Goodwill created as a result of the acquisition of Mueller is not expected to be deductible for tax purposes. A net deferred tax liability of $67.9 million was established as a result of the acquisition.

Acquisitions Completed During 2023

In December 2023, the Company completed the acquisition of the Eastern Architectural Systems ("EAS") business, whose operations are included in the Company's Aperture Solutions reportable segment. EAS is based in Ft. Myers, Florida and manufactures custom-made aluminum and vinyl impact windows and doors. In August 2023, the Company completed the acquisition of M.A.C. Métal Architectural Inc. ("MAC Metal"), which became an indirect wholly-owned subsidiary of the Company. Headquartered in Saint-Hubert, Quebec, MAC Metal serves the North American residential and commercial markets with high-end steel siding and roofing products. MAC Metal is included in the Company's Surface Solutions reportable segment.

The total purchase price for these acquisitions was $235.5 million, comprised of upfront cash payments of $217.7 million and earn-out contingent consideration of $16.8 million related to the MAC Metal transaction. The purchase price of these acquisitions was allocated to the assets acquired and liabilities assumed, which related primarily to inventory of $15.9 million, property, plant and equipment of $21.3 million, goodwill of $82.5 million, intangible assets such as, customer lists and trademarks, of $73.4 million and $34.3 million, contingent consideration of $16.8 million, warranty liabilities of $5.9 million and noncurrent deferred income tax liabilities of $12.3 million. The goodwill recorded is a result of expected synergies and other benefits that we believe will result from the integration of the acquisitions with our operations. Purchase accounting for these acquisitions was finalized during the year ended December 31, 2024.

The MAC Metal acquisition earn-out is payable over two consecutive twelve-month periods, with the first period starting in the month following the close of the applicable acquisition and payments are based upon achieving certain adjusted EBITDA-based metrics, as defined in the purchase agreement. There was an increase of $3.8 million in contingent consideration in 2024, included the impact of exchange rates. The total of $21.1 million is recognized in other current liabilities on our Consolidated Balance Sheets at December 31, 2024.

Unaudited Pro Forma Financial Information

Pro Forma financial information has not been presented related to the Merger or subsequent acquisitions as this information was not and is not material to the Company's overall consolidated financial statements during the periods presented.

Divestiture of Coil Coatings

In June 2022, the Company completed the sale of the coil coatings business to BlueScope Steel Limited for initial cash proceeds of $500.0 million, subject to working capital and other customary adjustments. In connection with the transaction, the Company entered into long-term supply agreements to secure a continued supply of light gauge coil coating and painted hot roll steel. For the period from January 1, 2022 through July 24, 2022, the Company recognized a pre-tax gain of $394.2 million for the coil coatings divestiture, which is included in gain on divestitures in the Consolidated Statements of Income (Loss). The Company incurred $9.6 million of divestiture-related costs for the period from January 1, 2022 through July 24, 2022, which are recorded in selling, general and administrative expenses in the Company's Consolidated Statements of Income (Loss). During 2023 the Company recorded $10.1 million in expense resulting from a settlement to finalize working capital. The divested business did not represent a strategic shift that has a major effect on our operations and financial results, and, as such, it was not presented as discontinued operations. The coil coatings business results prior to the sale are reported within the Shelter Solutions reportable segment.

Note 4 — Inventories, net

The following table sets forth the components of inventories:

	December 31, 2024	December 31, 2023
Raw materials and work in process[(1)]	$ 402,294	$ 350,429
Finished goods	207,883	146,410
Total inventories, net	$ 610,177	$ 496,839

(1) The Company's work in process inventory is not significant to our Consolidated Balance Sheet due to the nature of our production processes.

Note 5 — Property, Plant and Equipment, Net

The following sets forth the components of property, plant and equipment, net:

	Range of Useful Lives (in Years)			December 31, 2024	December 31, 2023
Land				$ 97,759	$ 58,721
Buildings and improvements	10	–	40	366,187	271,770
Machinery and equipment	2	–	15	881,191	628,108
				1,345,137	958,599
Less: accumulated depreciation				(473,044)	(299,697)
Construction in progress				254,944	230,201
Total property, plant and equipment, net				$ 1,127,037	$ 889,103

Depreciation expense related to property, plant and equipment was $197.0 million for 2024, $241.3 million for 2023, $44.7 million for the period from July 25, 2022 through December 31, 2022 and $56.7 million for the period from January 1, 2022 through July 24, 2022.

The Company recorded an impairment charge related to property, plant and equipment of $24.2 million in its Surface Solutions–U.S. Stone asset group. The Company concluded that an impairment test was necessary given the lower than expected performance in the second half of 2024. The impairment was included in Impairment of goodwill, intangible assets and property, plant and equipment within the Consolidated Statements of Income (Loss) for the year ended December 31, 2024.

Note 6 — Goodwill and Intangible Assets

Goodwill

The following table sets forth the changes in the carrying amount of goodwill by reportable segment:

	Aperture Solutions	Surface Solutions	Shelter Solutions	Total
Balance, December 31, 2022 (Successor)	$ 624,009	$ 790,452	$ 274,087	$ 1,688,548
Merger measurement period adjustments	90,385	(108,630)	(70,976)	(89,221)
Impact of acquisitions and related measurement period adjustments[2]	61,695	30,095	—	91,790
Currency translation	(1,781)	(464)	—	(2,245)
Other	(3,175)	(3,030)	(903)	(7,108)
Balance, December 31, 2023 (Successor)[1]	$ 771,133	$ 708,423	$ 202,208	$ 1,681,764
Impact of acquisitions and related measurement period adjustments[2]	172,794	1,479	107,543	281,816
Impairment	(496,149)	(369,903)	—	(866,052)
Currency translation	(1,441)	(5,238)	—	(6,679)
Other[3]	6,389	783	7,711	14,883
Balance, December 31, 2024 (Successor)	$ 452,726	$ 335,544	$ 317,462	$ 1,105,732
Goodwill	$ 948,875	$ 705,447	$ 317,462	$ 1,971,784
Accumulated impairment loss	(496,149)	(369,903)	—	(866,052)
Balance, December 31, 2024 (Successor)	$ 452,726	$ 335,544	$ 317,462	$ 1,105,732

(1) There were no impairment losses prior to the period ended December 31, 2023.

(2) Measurement period adjustments have been recorded in conjunction with the acquisition of MAC Metal, EAS, Harvey and Mueller during the period. See Note 3 — *Mergers, Acquisitions and Divestitures*.

(3) Other includes insignificant out-of-period corrections totaling $14.9 million, which related to matters that existed as of the date of the Merger.

Goodwill is comprised of five reporting units, which had an aggregate carrying amount of $1,105.7 million as of December 31, 2024. Under the Company’s policy, our assessment for impairment of these reporting units is conducted as of the first day of November each year. Additionally, the Company completes more frequent evaluations if events or circumstances suggest that there are indicators of potential impairment. Such events and circumstances encompass, among other potential items, sustained increases in competition, unexpected losses in market share, input costs surpassing projections, disposals of significant components of the business, unforeseen business disruptions (such as those caused by natural disasters or the loss of a customer, supplier, or other significant business relationships), unexpected significant declines in operating results, or substantial adverse changes in the markets in which the entity operates.

The Company determined that an interim goodwill impairment test was necessary in the third quarter of 2024. While there was no single determinative event or factor, the consideration in totality of several factors, including, among others: (i) the recessionary impacts on residential and commercial markets; (ii) elevated interest rates and home affordability concerns, (iii) the potential for new or modified tariffs on steel and aluminum, and (iv) the decline in home equity borrowings is anticipated to have a considerable effect on the repair and remodel market, led us to conclude that it was more likely than not that the fair values of three of our five reporting units were below their carrying amounts. Additionally, the Company completed its annual goodwill impairment test in the fourth quarter of 2024.

As a result of completing the impairment tests, the Company recognized non-cash impairment losses totaling $866.1 million in 2024, with $382.8 million in the quarter ended September 28, 2024 and $483.3 million in the quarter ended December 31, 2024. These impairment charges were recorded in the *Impairment of goodwill, intangible assets and property, plant and equipment* line in the Consolidated Statements of Income (Loss) and related to the following reporting units: (i) Aperture Solutions–U.S., totaling $496.1 million, (ii) Surface Solutions–U.S. Stone, totaling $40.8 million, and (iii) Surface Solutions–U.S. Siding, totaling $329.1 million, reporting units. After recording these impairment charges, there is no goodwill remaining at Surface Solutions–U.S. Stone. No goodwill impairment charges were recorded prior to or during 2023.

The Company employed a quantitative methodology to determine the fair value of its reporting units. This was achieved by assigning equal weight to the discounted cash flow method under the income approach, designated as a Level 3 measurement, and the market approach, designated as a Level 2 measurement. Under the market approach, the Company implemented both the guideline public company method and the guideline transaction method.

Fair value determinations require considerable judgment and are sensitive to changes in underlying assumptions, estimates, and market factors. Estimating the fair value of individual reporting units requires us to make assumptions and estimates regarding our future plans, as well as industry and economic conditions. These assumptions and estimates include estimated future annual net cash flows, income tax rates, discount rates, growth rates, and other market factors. If current expectations of future growth rates and margins are not met, if market factors outside of our control, such as discount rates change, or if management's expectations or plans otherwise change, including as a result of the development of our five-year operating plan, then one or more of our reporting units might become impaired in the future. Our reporting units that were impaired in 2024 were written down to their respective fair values resulting in zero excess fair value over carrying amount as of their latest 2024 impairment testing dates. Accordingly, our Aperture Solutions–U.S., Surface Solutions–U.S. Siding, and Shelter Solutions reporting units that have 20% or less excess fair value over carrying amount as of their latest testing date have a heightened risk of future impairments if any assumptions, estimates, or market factors change in the future. Reporting units with a heightened risk of future impairments had an aggregate goodwill carrying amount of $987.5 million as of December 31, 2024. If any assumptions, estimates, or market factors change in the future, these amounts are also susceptible to impairments.

Intangible Assets, Net

The following table sets forth the major components of intangible assets:

	Range of Life (in Years)	Weighted Average Amortization Remaining (Years)	Carrying Value	Accumulated Amortization	Net Carrying Value
As of December 31, 2024:					
Customer lists and relationships	3 – 19	15	$ 2,100,469	$ (351,129)	$ 1,749,340
Trademarks, trade names and other	12 – 15	12	740,113	(101,548)	638,565
Total intangible assets			$ 2,840,582	$ (452,677)	$ 2,387,905

	Range of Life (in Years)	Weighted Average Amortization Remaining (Years)	Carrying Value	Accumulated Amortization	Net Carrying Value
As of December 31, 2023:					
Customer lists and relationships	3 – 19	16	$ 1,883,757	$ (192,473)	$ 1,691,284
Trademarks, trade names and other	15	14	653,992	(59,208)	594,784
Total intangible assets			$ 2,537,749	$ (251,681)	$ 2,286,068

In September 2024, the Company recorded an impairment charge of $32.7 million to the intangible assets within the Surface Solutions–U.S. Stone reporting unit. The Company's forecasted cash flows of Surface Solutions–U.S. Stone indicated the carrying value of the intangible assets were not recoverable. After recording the impairment charge, no intangible assets remain at Surface Solutions–U.S. Stone as of December 31, 2024.

No impairments were recorded prior to or during 2023.

Intangible assets are amortized on a straight-line basis. The following table sets forth the amortization expense related to intangible assets:

	Successor			Predecessor
			Year Ended December 31, 2022	
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Amortization expense	$ 204,610	$ 171,300	$ 85,400	$ 109,500

The expected amortization expense over the next five years and thereafter for acquired intangible assets recorded as of December 31, 2024 is as follows:

	Amount
2025	$ 194,859
2026	169,387
2027	169,387
2028	165,472
2029	159,991
Thereafter	1,528,809
Total	$ 2,387,905

Note 7 — Product Warranties

The following table sets forth the changes in the carrying amount of product warranties liability:

	Year Ended December 31, 2024	Year Ended December 31, 2023
Balance, beginning of period	$ 194,237	$ 202,463
Warranties sold	—	1,385
Revenue recognized	—	(2,458)
Expense	17,793	33,245
Claims and settlements	(17,630)	(43,119)
Impact of acquisitions	18,613	2,721
Reclassification of deferred warranty revenue(1)	(24,717)	—
Balance, end of period	$ 188,296	$ 194,237
Reflected as:		
Current liabilities – Rebates, warranties and other customer-related liabilities	$ 23,609	$ 23,029
Noncurrent liabilities – Other long-term liabilities	164,687	171,208
Total product warranty liability	$ 188,296	$ 194,237

(1) Reclassification of deferred warranty revenue for the Shelter Solutions reportable segment that had historically been included in the warranty liability disclosure. Deferred warranty revenue is recorded in other current liabilities of $2.5 million and other long-term liabilities of $21.9 million within our Consolidated Balance Sheets for the year ended December 31, 2024.

Note 8 — Leases

The following sets forth weighted average information about the Company's lease portfolio as of December 31, 2024:

Weighted-average remaining lease term	8.5 years
Weighted-average incremental borrowing rate	9.23 %

The following table sets forth components of operating lease costs:

	Successor		Year Ended December 31, 2022	
				Predecessor
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Fixed lease costs	$ 142,340	$ 109,870	$ 35,419	$ 54,910
Short-term lease costs	$ 24,669	$ 22,672	$ 19,221	$ 17,051
Variable lease costs	$ 73,557	$ 88,974	$ 49,251	$ 54,316

The following table sets forth cash and non-cash lease activities:

	Successor		Year Ended December 31, 2022	
				Predecessor
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Operating cash flows for operating leases	$ 132,763	$ 98,987	$ 34,104	$ 42,069
Right-of-use assets obtained in exchange for new operating lease liabilities[1]	$ 256,099	$ 48,332	$ 277,724	$ 10,601

(1) For the period July 25, 2022 through December 31, 2022, all leases that existing prior to the Merger were treated as new operating leases.

During the current year, the Company recorded an impairment charge related to its lease right-of-use assets of $11.8 million in its Surface Solutions–U.S. Stone asset group. The Company concluded that an impairment test was necessary given the lower than expected performance in the second half of 2024, The impairment was included in the Impairment of goodwill, intangible assets and property, plant and equipment line item in the Consolidated Statements of Income (Loss) for the year ended December 31, 2024.

The Company renewed and terminated certain existing facility, transportation and equipment leases and received tenant improvement allowances, which resulted in a decrease of the net remeasurement of the existing lease right-of-use assets in the amount of $32.0 million for the year ended December 31, 2024 and an increase of the net remeasurement of the existing lease right-of-use assets in the amount of $4.4 million for the year ended December 31, 2023.

The following table sets forth future minimum lease payments under non-cancelable leases as of December 31, 2024:

	Amount
2025	$ 121,465
2026	115,147
2027	77,283
2028	62,564
2029	50,183
Thereafter	263,649
Total future minimum lease payments	690,291
Less: interest	197,082
Less: short-term lease liability	85,052
Present value of future minimum lease payments	$ 408,157

Note 9 — Debt

The following table sets forth the components of long-term debt:

		December 31, 2024				December 31, 2023			
	Effective Interest Rate	Principal Outstanding	Unamortized Fair Value Adjustment[1]	Unamortized Discount and Issuance Costs	Carrying Amount	Principal Outstanding	Unamortized Fair Value Adjustment[1]	Unamortized Discount and Issuance Costs	Carrying Amount
Term loan facility, due April 2028	8.57 %	$ 2,502,500	$ (231,851)	$ —	$ 2,270,649	$ 2,528,500	$ (292,442)	$ —	$ 2,236,058
Term loan facility, due August 2028	9.69 %	294,000	—	(14,926)	279,074	297,000	—	(18,370)	278,630
Term loan facility, due May 2031	10.05 %	498,750	—	(5,089)	493,661	—	—	—	—
6.125% Senior Notes due January 2029	13.51 %	318,699	(73,656)	—	245,043	318,699	(87,050)	—	231,649
8.750% Senior Secured Notes, due August 2028	10.61 %	710,000	—	(36,099)	673,901	710,000	—	(44,787)	665,213
9.500% Senior Secured Notes, due August 2029	9.88 %	500,000	—	(6,800)	493,200	—	—	—	—
Total long-term debt		$ 4,823,949	$ (305,507)	$ (62,914)	$ 4,455,528	$ 3,854,199	$ (379,492)	$ (63,157)	$ 3,411,550
Reflected as:									
Current liabilities - Current portion of long-term debt					$ 34,000				$ 29,000
Non-current liabilities - Long-term debt					4,421,528				3,382,550
Total long-term debt					$ 4,455,528				$ 3,411,550
Fair value - Senior notes - Level 1					$ 1,429,999				$ 988,702
Fair value Term loans - Level 2					3,167,541				2,835,596
Total fair value					$ 4,597,540				$ 3,824,298

(1) In July 2022, as a result of the pushdown accounting related to the Merger, the carrying values of the term loan facility due April 2028 and the 6.125% senior notes were adjusted to fair value.

The following table sets forth the scheduled maturity of our long-term debt:

	Amount
2025	$ 34,000
2026	34,000
2027	34,000
2028	3,424,500
2029	823,699
Thereafter	473,750
Total	$ 4,823,949

Short-Term Borrowings

The following table sets forth the Company's availability under its credit facilities:

	December 31, 2024			December 31, 2023		
	Authorized	Borrowings	Letters of Credit and Priority Payables	Authorized	Borrowings	Letters of Credit and Priority Payables
Asset-based lending facility, due May 2029[(1)]	$ 850,000	$ —	$ 51,374	$ 850,000	$ —	$ 47,000
Cash flow revolver[(2)]	92,000	—	—	92,000	—	—
First-in-last-out tranche asset-based lending facility, due May 2029[(1)]	95,000	95,000	—	95,000	—	—
Total	$ 1,037,000	$ 95,000	$ 51,374	$ 1,037,000	$ —	$ 47,000

(1) As of December 31, 2024, borrowings on revolving credit facilities are included within short-term borrowings and classified as a current liability on the Consolidated Balance Sheets.

(2) Cash flow revolver commitments of $23.0 million matured in April 2023 and $92.0 million will mature in May 2029.

In January 2025, the Company borrowed $90.0 million on the ABL Facility and during March 2025, the Company borrowed $80.0 million on the ABL Facility (as defined below).

Merger Transaction

In July 2022, in connection with the Merger, the Company:

- Incurred a new $300.0 million aggregate principal amount Side Car Term Loan Facility, due August 2028 (as defined below).
- Issued $710.0 million 8.750% Senior Secured Notes (as defined below) due August 2028.
- Increased the ABL Facility available under the ABL Credit Agreement (as defined below) from $611.0 million to $850.0 million and amended the ABL Credit Agreement to, among other things, extend the maturity of the ABL Facility to July 2027.
- Added the ABL FILO Facility (as defined below) of $95.0 million under the ABL Credit Agreement.

The proceeds totaling $1.0 billion, together with other sources, were used to purchase all remaining issued and outstanding shares of Cornerstone Building Brands and related fees to consummate the Merger.

Term Loan Facility, due April 2028, Term Loan Facility, due May 2031 and Cash Flow Revolver

In April 2018, Ply Gem Midco entered into a Cash Flow Agreement (as amended from time to time, the "Cash Flow Credit Agreement"); facilities provided thereunder, including the Term Loan Facility, due April 2028, the Term Loan Facility, due May 2031 and the Cash Flow Revolver (each as defined below), the "Cash Flow Facilities"), which provides for (i) a term loan facility (the "Term Loan Facility, due April 2028") in the aggregate principal amount of $2,600.0 million, issued with a discount of 0.5% and (ii) a cash flow-based revolving credit facility (the "Cash Flow Revolver") of up to $115.0 million. In connection with the consummation of the Ply Gem merger, the Company and Ply Gem Midco entered into a joinder agreement in which the Company became the Borrower (as defined in the Cash Flow Credit Agreement). On April 11, 2023, the Company amended the Cash Flow Credit Agreement to replace the adjusted LIBOR rate with the Secured Overnight Financing Rate ("SOFR") rate. On May 15, 2024, the Company entered into a Fifth Amendment to the Cash Flow Credit Agreement (the "Cash Flow Fifth Amendment") to, among other things, terminate the $92.0 million of commitments under the Cash Flow Revolver and replace such commitments with $92.0 million of extended cash flow-based revolving commitments, maturing on May 15, 2029 (subject to a springing maturity under certain circumstances) and (b) incur a new incremental term loan facility (the "Term Loan Facility, due May 2031") in the aggregate principal amount of $500.0 million, maturing on May 15, 2031 (subject to a springing maturity under certain circumstances).

The Term Loan Facility, due April 2028 amortizes in nominal quarterly installments equal to one percent of the aggregate initial principal amount thereof per annum, with the remaining balance payable upon final maturity. The Term Loan Facility, due April 2028 bears annual interest at a floating rate measured by reference to, at the Company's option, either (i) a Term SOFR rate with a credit spread adjustment of 0.10% (subject to a floor of 0.50%) plus an applicable margin of 3.25% per annum or (ii) an alternate base rate plus an applicable margin of 2.25% per annum.

Loans outstanding under the Cash Flow Revolver bear annual interest at a floating rate measured by reference to, at the Company's option, either (i) a Daily Simple SOFR rate or a Term SOFR rate with (only in the case of Term SOFR rate borrowings with an interest period greater than one month) a credit spread adjustment of 0.10% (subject to a floor of 0.00%) plus an applicable margin ranging from 2.50% to 3.00% per annum depending on the Company's secured leverage ratio or (ii) an alternate base rate plus an applicable margin ranging from 1.50% to 2.00% per annum depending on the Company's secured leverage ratio. There are no amortization payments under the Cash Flow Revolver. Additionally, unused commitments under the Cash Flow Revolver are subject to a fee ranging from 0.25% to 0.50% per annum depending on the Company's secured leverage ratio.

The Term Loan Facility, due May 2031, amortizes in nominal quarterly installments equal to one percent of the aggregate initial principal amount thereof per annum, with the remaining balance payable upon maturity. The Term Loan Facility, due May 2031 bears annual interest at a floating rate measured by reference to, at the Company's option, either (i) a Term SOFR rate (subject to a floor of 0.50%) plus an applicable margin of 4.50% per annum or (ii) an alternate base rate plus an applicable margin of 3.50% per annum.

Subject to certain exceptions, the Term Loan Facility, due April and the Term Loan Facility due May 2031 are subject to mandatory prepayments in an amount equal to:

- the net cash proceeds of (i) certain asset sales, (ii) certain debt offerings and (iii) certain insurance recovery and condemnation events; and
- 50% of annual excess cash flow (as defined in the Cash Flow Credit Agreement), subject to reduction to 25% and 0% if specified secured leverage ratio targets are met to the extent that the amount of such excess cash flow exceeds $10.0 million. No payments were required in 2022 under the year 2021 excess cash flow calculation.

The Term Loan Facility, due April 2028, the Term Loan Facility, due May 2031 and the Cash Flow Revolver may be prepaid at the Company's option at any time without premium or penalty (other than customary breakage costs), subject to minimum principal amount requirements.

ABL Facility, due May 2029

On April 12, 2018, Ply Gem Midco entered into an ABL Credit Agreement (as amended from time to time, the "ABL Credit Agreement"), which provides for (a) an asset-based revolving credit facility of up to $850.0 million (amended from time to time the "ABL Facility"), a portion of which is (i) available to U.S. borrowers and (ii) available to U.S. and Canadian borrowers. In connection with the consummation of the Ply Gem merger, the Company and Ply Gem Midco entered into a joinder agreement in which the Company became the Parent Borrower (as defined in the ABL Credit Agreement) under the ABL Facility, and (b) a first-in-last-out tranche asset-based revolving credit facility of up to $95.0 million (the "ABL FILO Facility") available to U.S. borrowers.

On May 15, 2024, the Company entered into Amendment No. 8 to the ABL Credit Agreement ("Amendment No. 8"), which amended the ABL Credit Agreement in order to terminate the existing revolving commitments under the ABL Facility and the ABL FILO Facility, originally maturing on July 25, 2027 (the "Existing ABL Commitments"), and replace such Existing ABL Commitments with an extended revolving commitment of $945.0 million maturing on May 15, 2029 (subject to a springing maturity under certain circumstances), subject to the outstanding aggregate principal amount.

Borrowing availability under the ABL Facility and the ABL FILO Facility (collectively, the "ABL Facilities") is determined by a monthly borrowing base collateral calculation that is based on specified percentages of the value of eligible inventory, accounts receivable, less certain allowances and subject to certain other adjustments as set forth in the ABL Credit Agreement. Availability is reduced by issuance of letters of credit as well as any borrowings.

Loans outstanding under the ABL Facility bear interest at a floating rate measured by reference to, at the Company's option, either (i) a Term SOFR rate (subject to a SOFR floor of 0.00%) plus an applicable margin ranging from 1.25% to 1.75% per annum depending on the average daily excess availability under the ABL Facility or (ii) an alternate base rate plus an applicable margin ranging from 0.25% to 0.75% per annum depending on the average daily excess availability under the ABL Facility. Additionally, unused commitments under the ABL Facility are subject to a 0.25% per annum fee.

Loans outstanding under the ABL FILO Facility bear interest at a floating rate measured by reference to, at the Company's option, either (i) a term SOFR rate (subject to a SOFR floor of 0.00%) plus an applicable margin ranging from 2.25% to 2.75% per annum depending on the average daily excess availability under the ABL FILO Facility or (ii) an alternate base rate plus an applicable margin ranging from 1.25% to 1.75% per annum depending on the average daily excess availability under the ABL FILO Facility. Additionally, unused commitments under the ABL FILO Facility are subject to a 0.25% per annum fee.

Side Car Term Loan Facility, due August 2028

On July 25, 2022, the Company entered into a Term Loan Credit Agreement (as amended from time to time, the “Side Car Term Loan Credit Agreement”) which provides for a term loan facility (the “Side Car Term Loan Facility, due August 2028”) in an original aggregate principal amount of $300.0 million. The Side Car Term Loan Credit Agreement will mature on August 1, 2028.

Loans outstanding under the Side Car Term Loan Facility, due August 2028 bear interest at a floating rate measured by reference to, at the Company’s option, either (i) a term SOFR rate plus 5.625% (subject to a SOFR floor of 0.50%) or (ii) an alternate base rate plus 4.625%. Borrowings under the Side Term Loan Credit Agreement amortize in equal quarterly installments in an amount equal to 1.00% per annum of the principal amount.

The Side Car Term Loan Facility, due August 2028 may be prepaid at the Company’s option at any time, subject to certain prepayment premiums if prepaid prior to August 1, 2026.

6.125% Senior Notes due January 2029

On September 24, 2020, the Company issued $500.0 million in aggregate principal amount of 6.125% Senior Notes due January 2029 (the “6.125% Senior Notes”). The 6.125% Senior Notes bear interest at 6.125% per annum and will mature on January 15, 2029. Interest is payable semi-annually in arrears on January 15 and July 15.

The 6.125% Senior Notes are unsecured senior indebtedness and are effectively subordinated to all of the Company’s existing and future senior secured indebtedness, including indebtedness under the Term Loan Facility, due April 2028, the Term Loan Facility, due May 2031, the Cash Flow Revolver, the Side Car Term Loan Facility, due August 2028, the 8.750% Senior Secured Notes (as defined below) and the ABL Facilities, and are senior in right of payment to future subordinated indebtedness of the Company.

The Company may redeem the 6.125% Senior Notes in whole or in part at any time subject to certain prepayment premiums if the 6.125% Senior Notes were to be redeemed prior to September 15, 2025.

8.750% Senior Secured Notes due August 2028

On July 25, 2022, the Company issued $710.0 million in aggregate principal amount of 8.750% Senior Secured Notes due August 2028 (the “8.750% Senior Secured Notes”). The 8.750% Senior Secured Notes bear interest at 8.750% per annum and will mature on August 1, 2028. Interest is payable semi-annually in arrears on January 15 and July 15 of each year. The first interest date was January 15, 2023.

The 8.750% Senior Secured Notes are secured senior indebtedness and rank equal in right of payment with all existing and future senior indebtedness, and are senior in right of payment to all existing and future subordinated indebtedness of the Company, including the 6.125% Senior Notes.

The Company may redeem the 8.750% Senior Secured Notes in whole or in part at any time subject to certain prepayment premiums if the 8.750% Senior Secured Notes were to be redeemed prior to August 1, 2026.

Issuance of 9.500% Senior Secured Notes due August 2029

On August 7, 2024, the Company issued $500.0 million in aggregate principal amount of 9.500% Senior Secured Notes (“9.500% Senior Notes”) due August 2029 (subject to a springing maturity under certain circumstances). Interest is payable semi-annually in arrears on February 15 and August 15 of each year, commencing on February 15, 2025.

The 9.500% Senior Notes are secured senior indebtedness and rank equal in right of payment with all existing and future senior indebtedness of the Company, and are senior in right of payment to all existing and future subordinated indebtedness of the Company.

The Company may redeem the 9.500% Senior Notes in whole or in part, subject to certain prepayment premiums if the 9.500% Senior Secured Notes were to be redeemed prior to August 15, 2028.

Repurchase of 6.125% Senior Notes due January 2029

The Company repurchased an aggregate principal amount of $46.8 million for $33.9 million in cash during the year ended December 31, 2023. The repurchases, which resulted in a write-off of associated unamortized debt discount and deferred financing costs, resulted in a loss of $0.2 million during 2023 were recognized in the gain (loss) on extinguishment of debt in the Consolidated Statements of Income (Loss).

Other Information

The obligations under the Company's debt agreements are generally guaranteed by each direct and indirect wholly-owned U.S. restricted subsidiary of the Company, subject to certain exceptions. In addition, the obligations of the Canadian borrowers under the ABL Facility are guaranteed by each direct and indirect wholly-owned Canadian restricted subsidiary of the Canadian borrowers, subject to certain exceptions. In addition, the obligations under the Cash Flow Credit Agreement, the ABL Credit Agreement, the Side Car Term Loan Credit Agreement and the Company's various secured notes are guaranteed by Camelot Parent, which guarantee is non-recourse and limited to the equity interests of the Company. The obligations under the Cash Flow Credit Agreement, the ABL Credit Agreement, the Side Car Term Loan Credit Agreement and the Company's various secured notes are also secured by a perfected security interest in substantially all tangible and intangible assets of the Company and each subsidiary guarantor and in the capital stock of the Company, subject to certain exceptions and subject to priority of security interests provided therein.

Covenant Compliance

The ABL Credit Agreement includes a minimum fixed charge coverage ratio of 1.00:1.00, which is tested only when specified availability is less than 10.0% of the lesser of (x) the then applicable borrowing base and (y) the then aggregate effective commitments under the ABL Facility, and continuing until such time as specified availability has been in excess of such threshold for a period of 20 consecutive calendar days. The Cash Flow Credit Agreement includes a financial covenant set at a maximum secured leverage ratio of 7.75:1.00, which will apply if the outstanding amount of loans and drawings under letters of credit which have not then been reimbursed exceeds a specified threshold at the end of any fiscal quarter.

The Company's debt agreements contain a number of covenants that, among other things, limit or restrict the ability of the Company and its subsidiaries to incur additional indebtedness; make dividends and other restricted payments; incur additional liens; consolidate, merge, sell or otherwise dispose of all or substantially all assets; make investments; transfer or sell assets; enter into restrictive agreements; change the nature of the business; and enter into certain transactions with affiliates. The Company is in compliance with all of its covenants as of December 31, 2024.

Interest Rate Swaps

The Company uses certain interest rate swaps to manage a portion of the interest rate risk on its term loans. The following table sets forth the terms of the Company's interest rate swap agreements:

Notional amount	$ 1,500,000
Forecasted term loan interest payments being hedged	1-month SOFR
Fixed rate paid	2.0038 %
Origination date	April 17, 2023
Maturity date	April 15, 2026
Fair value at December 31, 2024 - Other assets, net	$ 39,159
Fair value at December 31, 2023 - Other assets, net	$ 64,704
Level in fair value hierarchy(1)	Level 2

(1) Interest rate swaps are based on cash flow hedge contracts that have fixed rate structures and are measured against market-based SOFR yield curves. These interest rate swaps are classified within Level 2 of the fair value hierarchy because they are valued using alternative pricing sources or models that utilized market observable inputs, including current and forward interest rates.

Note 10 — Employee Benefit Plans

Defined Benefit Plan

The Company has a defined benefit plan which is frozen with no further meaningful increases in benefits for participants.

The following table sets forth the weighted average actuarial assumptions used to determine benefit obligation:

	December 31, 2024	December 31, 2023
Discount rate	5.40 %	5.70 %

The following table sets forth the weighted average actuarial assumptions used to determine net periodic benefit cost (income):

	Year Ended December 31, 2024	Year Ended December 31, 2023
Discount rate	5.70 %	5.30 %
Expected return on plan assets	5.00 %	5.17 %

The basis used to determine the expected long-term rate of return on assets assumptions for the defined benefit plan was recent market performance and historical returns. The investment policy is to maximize the expected return for an acceptable level of risk. Our expected long-term rate of return on plan assets is based on a target allocation of assets, which is based on our goal of earning the highest rate of return while maintaining risk at acceptable levels.

As of December 31, 2024, our defined pension plan had a projected benefit obligation in excess of the fair value of plan assets. The following table sets forth the changes in the projected benefit obligation, plan assets and funded status, and the amounts recognized on the Consolidated Balance Sheets:

	Year Ended December 31, 2024	Year Ended December 31, 2023
Change in benefit obligation:		
Beginning of period	$ 35,442	$ 63,464
Interest cost	1,927	2,486
Benefits paid	(2,865)	(3,360)
Settlements	—	(27,097)
Actuarial gains	(60)	(51)
End of period	$ 34,444	$ 35,442
Accumulated benefit obligation at end of period	$ 34,444	$ 35,442
Change in plan assets:		
Beginning of period	$ 27,614	$ 56,737
Actual return on plan assets	3,030	1,335
Employer contributions	2,456	—
Benefits paid	(2,865)	(3,360)
Settlements	—	(27,098)
End of period	$ 30,235	$ 27,614
Funded status at end of period	$ (4,209)	$ (7,828)

	December 31, 2024	December 31, 2023
Amounts recognized on the Consolidated Balance Sheets - Other long-term liabilities	$ (4,209)	$ (7,828)

The following table sets forth the weighted average asset allocations by asset category for the defined benefit plan:

Investment type	December 31, 2024	December 31, 2023
Equity securities	35 %	38 %
Debt securities	60 %	59 %
Real estate	5 %	3 %
Total	100 %	100 %

The principal investment objectives are to ensure the availability of funds to pay pension and postretirement benefits as they become due under a broad range of future economic scenarios, to maximize long-term investment return with an acceptable level of risk based on our pension and postretirement obligations, and to be sufficiently diversified across and within the capital markets to mitigate the risk of adverse or unexpected results from one security class having an unduly detrimental impact on the entire portfolio. Each asset class has broadly diversified characteristics. Decisions regarding investment policy are made with an understanding of the effect of asset allocation on funded status, future contributions and projected expenses.

The fair values of the assets of the defined benefit plan at December 31, 2024 and December 31, 2023, by asset category and by levels of fair value were as follows:

	December 31, 2024			December 31, 2023		
	Level 1	Level 2	Total	Level 1	Level 2	Total
Cash and cash equivalents	$ 1	$ —	$ 1	$ 17	$ —	$ 17
Mutual funds:						
Growth funds	3,014	—	3,014	2,195	—	2,195
Real estate funds	1,443	—	1,443	762	—	762
Equity income funds	1,773	—	1,773	1,994	—	1,994
Index funds	4,020	—	4,020	4,440	—	4,440
International equity funds	1,837	—	1,837	1,817	—	1,817
Fixed income funds	316	17,831	18,147	3,314	13,075	16,389
Total	$ 12,404	$ 17,831	$ 30,235	$ 14,539	$ 13,075	$ 27,614

The following table sets forth the components of the net periodic benefit income:

			Year Ended December 31, 2022	
	Successor			Predecessor
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Service cost	$ —	$ —	$ —	$ 23
Interest cost	1,927	2,486	1,254	1,529
Expected return on assets	(1,360)	(2,100)	(1,316)	(2,650)
Amortization of loss	—	—	—	117
Net periodic benefit cost (income)	$ 567	$ 386	$ (62)	$ (981)

The following table sets forth the changes in plan assets and benefit obligation recognized in other comprehensive (loss) income:

			Year Ended December 31, 2022	
	Successor			Predecessor
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Net unrecognized actuarial loss (gain)	$ (1,291)	$ 439	$ (278)	$ 9,966
Recognition of net actuarial loss due to settlement	—	(17)	—	—
Amortization of net actuarial gain (loss)	—	—	—	117
Total recognized in other comprehensive income (loss)	$ (1,291)	$ 422	$ (278)	$ 10,083

We expect to contribute $0.4 million to the defined benefit plan in 2025.

We expect the following benefit payments to be made:

Years ending		Amount
2025	$	3,224
2026		3,173
2027		3,128
2028		3,071
2029		2,992
Thereafter		13,801
	$	29,389

Defined Contribution Plan

The Company has a 401(k) profit sharing plan that allows participation by all eligible employees. The Company's contributions vary, but are based primarily on each participant's level of contributions, which cannot exceed the maximum allowable for income tax purposes. The Company's contribution expense for matching contributions to the plan was $19.5 million for 2024, $16.1 million for 2023, $6.6 million for the period from July 25, 2022 through December 31, 2022 and $10.2 million for the period from January 1, 2022 through July 24, 2022.

Note 11 — Share-based Compensation

Merger Transaction

In connection with the Merger in July 2022, under which Cornerstone Building Brands became a privately held company, unvested share-based compensation awards that were previously granted to key employees and executives were cancelled and converted into a contingent contractual right to receive a cash payment from the Company upon vesting. The Company had $0.6 million at December 31, 2024 and $27.6 million at December 31, 2023 classified as a current liability within employee-related liabilities and $1.2 million at December 31, 2023 classified as other long-term liabilities on its Consolidated Balance Sheets. The Company paid out $24.7 million of cash to settle Pre-Merger Awards in March 2024.

The Company recognized an expense of $1.4 million for the year ended December 31, 2024 and an expense of $16.6 million in the year ended December 31, 2023. For the period from July 25, 2022 through December 31, 2022, the amount of expense recognized was $21.9 million. These amounts are included in selling, general and administrative expense on the Consolidated Statements of Income (Loss). As of December 31, 2024 the Company estimates that unrecognized expense is expected to be recognized over a weighted-average period 0.6 years of totaling $0.2 million.

Incentive Units

Beginning in 2022, pursuant to an incentive unit grant agreement, certain participants were granted incentive units in Camelot Return Ultimate, LP (the "Partnership" or "Camelot Parent"). The incentive units provide the holder with the opportunity to receive, upon certain vesting events and subject to Partnership repurchase rights and conditions, a return based upon the appreciation of the Partnership's equity value from the date of grant. The incentive units vest over a five-year period on a straight-line basis. In 2024, 0.1 million incentive units were granted at an average grant date fair value of $43.46 per incentive unit and 0.1 million forfeitures during the period. In 2023, 0.2 million units were granted with 0.1 million in forfeitures. The Company recognized an expense from incentive units of $6.2 million in 2024, and $8.3 million in 2023. For the period from July 25, 2022 through December 31, 2022, the amount of expense recognized was $2.3 million. These amounts are included in selling, general and administrative expense on the Consolidated Statements of Income (Loss). The Company estimates that the unrecognized expense is expected to be recognized over a weighted-average period of 3.1 years totaling $22.5 million.

The Company will recognize compensation cost for the awards on a straight-line basis over a five-year vesting period based on the fair value of the award at the date of grant. The fair value of each option grant is estimated on the grant date using the Black-Scholes option-pricing model, and the following weighted average assumptions:

	Year Ended December 31, 2024	Year Ended December 31, 2023
Underlying price	$ 95.28	$ 100.00
Volatility rate	41.6 %	45.2 %
Expected term (in years)	6.1	6.1
Risk-free interest rate	4.4 %	4.1 %

Upon a sale of the Partnership, vesting of incentive units will accelerate, subject to the participant's continued employment through the consummation of such sale unless there is non-cash consideration and the incentive units are replaced with awards that have substantially equivalent or better rights.

Note 12 — Income Taxes

The following table sets forth the components of the provision for income taxes:

	Successor		Year Ended December 31, 2022	
				Predecessor
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Current:				
Federal	$ 4,220	$ 63,036	$ 14,096	$ 148,371
State	7,965	9,692	3,307	38,814
Foreign	8,361	17,634	4,480	5,315
Total current income tax expense	20,546	90,362	21,883	192,500
Deferred:				
Federal	(122,352)	(94,580)	(31,529)	(23,867)
State	(13,880)	(33,605)	(5,632)	(4,637)
Foreign	(6,323)	(5,567)	205	1,818
Total deferred income tax benefit	(142,555)	(133,752)	(36,956)	(26,686)
Income tax expense (benefit)	$ (122,009)	$ (43,390)	$ (15,073)	$ 165,814

The following table sets forth a reconciliation of income tax computed at the U.S. federal statutory tax rate to the effective income tax rate:

	Successor			Predecessor
			Year Ended December 31, 2022	
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Federal income tax statutory rate	21.0 %	21.0 %	21.0 %	21.0 %
State income taxes, net of federal income tax	(0.6)%	6.1 %	3.9 %	4.0 %
Non-deductible expenses	(0.2)%	0.7 %	(1.1)%	0.6 %
Foreign tax and other credits	0.3 %	2.3 %	8.9 %	(0.2)%
Section 1245 recapture	(0.1)%	(2.1)%	— %	— %
Uncertain tax positions	1.1 %	1.3 %	— %	0.1 %
Compensation related expenses	(0.4)%	(4.2)%	(3.5)%	0.1 %
Goodwill impairment	(13.4)%	— %	— %	— %
Global intangible low-taxed income	— %	— %	(8.7)%	— %
State rate differential[1]	1.2 %	10.9 %	— %	— %
Foreign rate differential	— %	(2.2)%	(1.4)%	0.2 %
Other	0.4 %	2.7 %	0.1 %	(0.3)%
Effective tax rate	9.3 %	36.5 %	19.2 %	25.5 %

(1) Related to the Merger transaction and internal restructuring.

The net deferred income tax liability consists of the following:

	December 31, 2024	December 31, 2023
Deferred tax assets:		
Inventory obsolescence	$ 8,555	$ 9,215
Allowance for credit losses	3,736	5,170
Accrued and deferred compensation	6,630	13,090
Accrued insurance liability	8,888	12,124
Net operating loss and tax credit carryover	19,767	15,102
Defined benefit plans	811	2,232
Leases	107,657	82,929
Section 163(j) interest	99,064	46,274
Section 174 costs	29,602	20,942
Warranty liabilities	45,818	39,860
Other	24,971	28,928
Total deferred income tax assets	355,499	275,866
Valuation allowance	(13,500)	(1,578)
Net deferred income tax assets	341,999	274,288
Deferred income tax liabilities:		
Goodwill and intangible assets	511,480	491,948
Property-related items	138,445	124,826
Stock basis	16,220	15,197
Leases	111,411	87,964
Debt	68,940	82,866
Other	25,321	24,672
Total deferred income tax liabilities	871,817	827,473
Total deferred income tax liability, net	$ 529,818	$ 553,185
Reflected as:		
Noncurrent assets – Other assets, net	$ 1,534	$ 3,750
Noncurrent liabilities – Deferred income tax liabilities	531,352	556,935
Total deferred income tax liability, net	$ 529,818	$ 553,185

The Company carries out its business operations mainly through legal entities in the U.S., Canada and Mexico where we are subject to U.S., state and foreign tax laws. We are subject to income tax audits in multiple jurisdictions.

As of December 31, 2024, the $19.8 million net operating loss carryforward included $10.8 million for U.S federal losses and $9.0 million for U.S. state losses. Federal net operating losses will begin to expire in 2030, if unused, and state operating losses began to expire in 2024, if unused. There are limitations on the utilization of certain net operating losses.

Valuation Allowance

The following table sets forth the changes in the valuation allowance on deferred taxes:

	Successor		Year Ended December 31, 2022	
				Predecessor
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Beginning balance[(1)]	$ 1,578	$ 3,158	$ 3,006	$ 15,634
Additions (reductions)	11,922	(1,580)	152	(3,004)
Ending balance	$ 13,500	$ 1,578	$ 3,158	$ 12,630

(1) In connection with the Merger, the beginning balance for the Successor period reflects acquisition-related adjustments of $9.6 million.

Uncertain Tax Positions

The following table sets forth the changes in unrecognized tax benefits (excluding interest and penalties):

	Successor		Year Ended December 31, 2022	
				Predecessor
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Beginning balance	$ 12,150	$ 14,756	$ 14,928	$ 14,845
Additions based on tax positions related to current year	14	245	232	—
Additions (reductions) for tax positions of prior years	(213)	(52)	5	83
Reductions resulting from expiration of statute of limitations	(10,739)	(2,799)	(409)	—
Ending balance	$ 1,212	$ 12,150	$ 14,756	$ 14,928

Despite the Company’s expectation that its tax return positions are consistent with applicable tax laws, the Company understands that certain positions could be challenged by taxing authorities. The Company’s tax liability reflect the difference between the tax benefit claimed on tax returns and the amount recognized in the consolidated financial statements. These allowances have been established based on management’s assessment as to potential exposure attributable to permanent differences and interest and penalties applicable to both permanent and temporary differences. The tax allowances are reviewed periodically and adjusted in light of changing facts and circumstances, such as progress of tax audits, lapse of applicable statutes of limitations and changes in tax law. The Company is currently under examination by various taxing authorities.

As of December 31, 2024, the reserve was $2.5 million, which includes interest and penalties of $1.3 million and is recorded in other long-term liabilities in the accompanying Consolidated Balance Sheets. Of this amount, $1.2 million, if recognized would have an impact on the Company's effective tax rate. Interest and penalties were $1.3 million for 2024, $1.4 million for 2023, $0.2 million for the period from July 25, 2022 through December 31, 2022 and $0.6 million for the period from January 1, 2022 through July 24, 2022. The Company has elected to treat interest and penalties on unrecognized tax benefits as income tax expense in its Consolidated Statement of (Loss) Income.

Note 13 — Fair Value of Financial Instruments and Fair Value Measurements

The Company measures certain financial assets and liabilities at fair value on a recurring basis. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company uses a three-level hierarchy for fair value measurements based on the observability of inputs to the valuation of an asset or liability as of the measurement date. The three levels of the fair value hierarchy are as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities.

- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 – Unobservable inputs for the asset or liability, reflecting the Company's own assumptions about the assumptions that market participants would use in pricing the asset or liability.

Fair Value Measurements on a Recurring Basis

The following table presents the Company's financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2024:

	Level 1	Level 2	Level 3	Total
Assets – Derivative instruments	$ —	$ 39,159	$ —	$ 39,159
Liabilities – Contingent consideration	$ —	$ —	$ 21,122	$ 21,122

The following table presents the Company's financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2023:

	Level 1	Level 2	Level 3	Total
Assets – Derivative instruments	$ —	$ 64,704	$ —	$ 64,704
Liabilities – Contingent consideration	$ —	$ —	$ 17,314	$ 17,314

The fair value for derivative instruments is determined using valuation models that incorporate observable market inputs, such as interest rates and currency exchange rates, and is classified within Level 2 of the fair value hierarchy.

The fair value of contingent consideration is estimated as of the date of the acquisition and is recorded as part of the purchase price, and is subsequently re-measured to fair value at each reporting date, based on a probability-weighted analysis using a rate that reflects the uncertainty surrounding the expected outcomes, which the Company believes is appropriate and representative of market participant assumptions.

Fair Value Measurement Disclosure

The fair value of the Company's short-term debt is estimated using observable market inputs, including current interest rates for similar types of borrowings. The fair value of long-term debt is determined based on quoted prices for identical or similar instruments in active markets. The fair value of the senior notes are based on quoted prices in active markets for the identical liabilities. The fair value of the term loans are based on recent trading activities of comparable market instruments.

Non-Recurring Fair Value Measurements

Certain assets and liabilities are measured at fair value on a non-recurring basis. These include assets and liabilities that are measured at fair value in the event of impairment or for disclosure purposes. The discounted cash flow method under the income approach is generally employed to estimate the fair value of the reporting units or identified asset groups. For reporting units, the guideline public company method and the guideline transaction method are also utilized under the market approach. Significant assumptions inherent in estimating fair values include the projected future annual net cash flows for each reporting unit, encompassing net sales, cost of sales, selling, general and administrative expenses, depreciation and amortization, working capital, and capital expenditures. Other critical assumptions involve income tax rates, long-term growth rates, and a discount rate that appropriately reflects the risks inherent in each future cash flow stream.

Fair Value of Financial Instruments Not Measured at Fair Value

The carrying amounts of cash and cash equivalents, restricted cash, accounts receivable, accounts payable, and accrued liabilities approximate their fair values due to the short-term nature of these instruments.

Note 14 — Related Party Transactions

The Company had a related party receivable with CD&R of $5.7 million as of December 31, 2024, representing legal fees paid on their behalf as part of the ongoing stockholder litigation described in Note 15, *Commitments and Contingencies*. There was no receivable with CD&R for the year ended December 31, 2023.

The Company had a related party payable of $6.0 million to our indirect parent, Camelot Parent, as of December 31, 2024, representing monies paid by Company management for the purchase of incentive units in the Partnership. See Note 11, *Share-based Compensation*, for further discussion of the incentive units. For the year ended December 31, 2023, this payable was $3.0 million.

Note 15 — Commitments and Contingencies

As a manufacturer of products primarily for use in building construction, the Company is inherently exposed to various types of contingent claims, both asserted and unasserted, in the ordinary course of business. As a result, from time to time, the Company may become involved in various legal proceedings or other contingent matters arising from claims or potential claims arising out of its operations and businesses that cover a wide range of matters, including, among others, environmental, contract, employment, including applicable benefit and pension plans, intellectual property, securities, personal injury, property damage, product liability, warranty and modification, adjustment or replacement of component parts or units sold, which may include product recalls. The Company insures (or self-insures) against these risks to the extent deemed prudent by its management and to the extent insurance is available. Management believes that the ultimate disposition of these matters will not have a material adverse effect on the Company's results of operations, financial position or cash flows. However, such matters are subject to many uncertainties and outcomes and are not predictable with assurance. The Company believes it is adequately reserved for all matters.

Environmental

The Company's operations are subject to various federal, state, local and foreign environmental, health and safety laws. Among other things, these laws regulate the emissions or discharge of contaminants into the environment; govern the use, storage, treatment, disposal and management of hazardous substances and wastes; protect employee health and safety, public health and welfare and the end-users of its products; regulate the chemicals used in its products; and impose liability for the costs of investigating and remediating (as well as other damages resulting from) present and past releases of hazardous substances. Violations of these laws or of any conditions contained in environmental permits could impact the Company's current and future operations.

The Company believes it is in material compliance with all applicable environmental laws and regulations and has recorded a liability of $4.1 million at December 31, 2024 and $8.8 million at December 31, 2023.

Litigation

The Company is a party to a variety of legal actions arising out of the normal course of business. Plaintiffs occasionally seek punitive or exemplary damages. The Company is also included in other kinds of legal actions, some of which assert or may assert claims or seek to impose fines or penalties and other costs in substantial amounts and are described below.

Stockholder Litigation

In July 2022, and pursuant to an Agreement and Plan of Merger dated March 5, 2022, Clayton, Dubilier and Rice, LLC ("CD&R") became the indirect owner of Cornerstone Building Brands. In January 2023, purported former stockholders filed 2 separate complaints challenging the fairness of the Merger. The complaints are captioned Firefighters' Pension System of the City of Kansas City, Missouri Trust and Gary D. Voigt v. Affeldt et al., C.A. No. 2023-0091-JTL (Del. Ch.) and Whitebark Value Partners LP and Robert Garfield v. Clayton Dubilier & Rice, LLC et al., C.A. No. 2023-0092-JTL (Del. Ch.). In both complaints, the plaintiffs allege that CD&R and its affiliates controlled the Company prior to the transaction and that certain directors and officers of the Company, as well as CD&R and its affiliates, breached their fiduciary duties and engaged in conduct resulting in a sale of the Cornerstone Building Brands public stockholders' shares to CD&R at an unfair price. The plaintiffs seek unspecified monetary damages, attorneys' fees, expenses and costs. The court consolidated the two cases, and on May 3, 2023, selected Whitebark Value Partners LP as lead plaintiff. On July 14, 2023, the defendants moved to dismiss the operative complaint. The motion to dismiss was denied on January 10, 2024, and the case is ongoing. On June 26, 2024, the plaintiffs filed an amended complaint. On February 24, 2025, the parties to the case filed a Stipulation of Compromise and Settlement ("Stipulation") setting forth their agreement to settle the litigation. The Stipulation remains subject to court approval. The Stipulation provides for CD&R and the Company, on behalf of the defendants, to pay or cause their respective insurers to pay a total of $45.0 million into an escrow account that will be used to pay escrow expenses, satisfy any fee and incentive amounts awarded by the court in favor of plaintiff and plaintiff's counsel, and distribute the remaining funds to the non-affiliated shareholders of the Company. The Company's portion of the proposed settlement relating to its indemnification of its former directors and officers is recoverable from insurance. The agreement is contingent upon final court approval, which is anticipated to occur later in 2025.

In June 2023, a purported former stockholder filed a class action complaint in the United States District Court for the District of Delaware alleging that the Company's disclosures issued in connection with the Merger were materially misleading in violation of Section 14(a) and Section 20(a) of the Securities Exchange Act of 1934. The complaint is captioned Water Island Merger Arbitrage Institutional Commingled Master Fund, L.P. v. Cornerstone Building Brands et al., Case No. 1:23-cv-00701 (D. Del.). The complaint alleges that the Company's directors and officers issued misleading disclosures, which caused stockholders to approve the Merger at an unfair price. The plaintiff seeks unspecified monetary damages, interest, attorney's fees, expenses and costs. On December 8, 2023, the defendants moved to dismiss the operative complaint, and, in the alternative, to stay in litigation. On September 30, 2024, the court granted the defendants' motion to dismiss without prejudice. On October 15, 2024, the plaintiffs filed an amended complaint, which the defendants again moved to dismiss or stay on November 26, 2024. The Company intends to vigorously defend against these claims. The Company cannot predict with any degree of certainty the outcome of this matter or determine the extent of any potential liabilities. The Company also cannot provide an estimate of the possible loss or range of loss.

Note 16 — Equity Transactions

In January 2024, the Company paid a dividend on our common stock in the aggregate amount of $231.6 million, which was received by our direct parent Camelot Return Intermediate Holdings, LLC, ("Camelot Parent"), and further distributed to Camelot Return Parent, LLC ("Camelot Return Parent"), an indirect parent of the Company. Camelot Return Parent used the funds received to redeem all 1,950,000 preferred units of Camelot Return Parent held by CD&R Pisces Holdings, L.P.

Note 17 — Accumulated Other Comprehensive (Loss) Income

The following tables set forth the change in accumulated other comprehensive (loss) income attributable to the Company by each component of accumulated other comprehensive (loss) income, net of applicable income taxes:

	Foreign Currency Translation Adjustment	Unrealized (Loss) Gain on Derivative Instruments	Unrecognized (Loss) Gain on Retirement Benefits	Total Accumulated Other Comprehensive (Loss) Income
Balance, December 31, 2022 (Successor)	$ (6,789)	$ 40,962	$ 336	$ 34,509
Other comprehensive (loss) income	(2,764)	(14,362)	484	(16,642)
Balance, December 31, 2023 (Successor)	$ (9,553)	$ 26,600	$ 820	$ 17,867
Other comprehensive (loss) income	(15,539)	(10,152)	560	(25,131)
Balance, December 31, 2024 (Successor)	$ (25,092)	$ 16,448	$ 1,380	$ (7,264)

Note 18 — Reportable Segment and Geographical Information

Operating segments are defined as components of an enterprise for which discrete financial information is available that is evaluated regularly by the chief operating decision maker ("CODM") for purposes of allocating resources and evaluating financial performance. Our CODM, who is our Chief Executive Officer, reviews financial information presented on a consolidated basis for the purposes of allocating resources and evaluating financial performance. The Company is organized in five operating segments aggregated into three reportable segments: Aperture Solutions (consisting of the Aperture Solutions–U.S. and Aperture Solutions–Canada operating segments), Surface Solutions (consisting of the Surface Solutions–U.S. and Surface Solutions–Canada operating segments) and Shelter Solutions, itself an operating segment. The aggregated reportable segments share similar economic characteristics with respect to product offerings, manufacturing processes, and customer demographics. We operate principally in the U.S. with limited operations in Canada.

- The Aperture Solutions reportable segment offers a broad line of windows and doors at multiple price-points for residential new construction and repair and remodel end markets in the U.S. and Canada. Its main products include vinyl, aluminum, wood-composite and aluminum clad-wood windows and patio doors, as well as steel, wood-composite, and fiberglass entry doors.
- The Surface Solutions reportable segment offers a broad suite of surface solutions products and accessories at multiple price-points for the residential new construction and repair and remodel end markets as well as stone

installation services. Its main products include vinyl siding and accessories, cellular polyvinyl chloride trim, vinyl fencing and railing, stone veneer and gutter protection products.

- The Shelter Solutions reportable segment designs, engineers, manufactures and distributes extensive lines of metal products for the low-rise commercial construction market under multiple brand names and through a nationwide network of manufacturing plants, distribution centers and retail branches. The Company defines low-rise commercial construction as building applications of up to five stories.

Management monitors the operations results of its operating segments separately for purposes of making decisions about resources and evaluating performance. Management, including the Company's chief operating decision maker, evaluates performance on the basis of segment earnings before interest, income taxes, depreciation and amortization ("Adjusted reportable segment EBITDA").

Corporate operating expenses are not allocated to reportable segments. Corporate and Other consists specifically of corporate operating expenses that are generally not allocated to reportable segments, related-party management fees, and other items that are not assigned or allocated to reportable segments. Any intercompany net sales or expenses are eliminated in consolidation.

The following table sets forth financial data by reportable segments:

	Successor			Predecessor
			Year Ended December 31, 2022	
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Net sales:				
Aperture Solutions	$ 2,506,408	$ 2,477,731	$ 1,246,660	$ 1,643,977
Surface Solutions	1,260,848	1,270,906	596,537	841,811
Shelter Solutions	1,536,431	1,661,391	905,289	1,253,335
Eliminations	(6,158)	(7,594)	(4,338)	(3,039)
Total net sales	$ 5,297,529	$ 5,402,434	$ 2,744,148	$ 3,736,084
Adjusted reportable segment EBITDA:				
Aperture Solutions	$ 297,250	$ 336,095	$ 149,433	$ 202,682
Surface Solutions	242,211	224,561	57,331	143,880
Shelter Solutions	178,765	322,874	177,537	209,156
Total reportable adjusted segment EBITDA	718,226	883,530	384,301	555,718
Corporate and Other	(1,169,358)	(230,739)	(172,331)	331,996
Depreciation and amortization	(401,657)	(412,597)	(130,153)	(166,177)
Interest expense	(450,188)	(380,706)	(157,191)	(101,078)
Foreign exchange (loss) gain	(14,136)	6,768	(4,809)	686
Gain (loss) on extinguishment of debt	—	(184)	474	28,354
Other income, net	5,694	15,013	1,140	101
Income (loss) before income taxes	$ (1,311,419)	$ (118,915)	$ (78,569)	$ 649,600
Depreciation and amortization:				
Aperture Solutions	$ 178,486	$ 179,611	$ 64,348	$ 79,816
Surface Solutions	103,214	88,597	52,621	65,225
Shelter Solutions	116,222	139,481	10,291	18,016
Corporate and Other	3,735	4,908	2,893	3,120
Total depreciation and amortization expense	$ 401,657	$ 412,597	$ 130,153	$ 166,177
Capital expenditures:				
Aperture Solutions	$ 89,750	$ 57,327	$ 43,741	$ 22,935
Surface Solutions	56,064	49,926	13,470	17,304
Shelter Solutions	58,690	74,561	28,909	16,153
Corporate and Other	6,894	12,121	11,888	8,456
Total capital expenditures	$ 211,398	$ 193,935	$ 98,008	$ 64,848

	December 31, 2024	December 31, 2023
Property, plant and equipment, net:		
Aperture Solutions	$ 377,786	$ 327,098
Surface Solutions	193,235	205,338
Shelter Solutions	538,725	345,207
Corporate and Other	17,291	11,460
Total property, plant and equipment, net	$ 1,127,037	$ 889,103
Total assets:		
Aperture Solutions	$ 2,896,080	$ 2,934,102
Surface Solutions	1,810,815	2,268,443
Shelter Solutions	1,631,139	1,111,679
Corporate and Other	347,112	619,117
Total assets	$ 6,685,146	$ 6,933,341

The following table sets forth net sales, to third party customers, disaggregated by reportable segment:

	Successor		Successor (Year Ended December 31, 2022)	Predecessor (Year Ended December 31, 2022)
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Aperture Solutions – Principally vinyl windows	$ 2,505,748	$ 2,476,870	$ 1,246,411	$ 1,643,619
Surface Solutions:				
Vinyl siding	$ 620,158	$ 611,749	$ 283,298	$ 415,534
Metal	351,928	329,363	136,851	185,097
Injection molded	55,047	58,517	25,153	41,841
Stone	66,172	74,326	42,706	51,904
Stone veneer installation and other	162,045	190,218	104,441	144,754
Total	$ 1,255,350	$ 1,264,173	$ 592,449	$ 839,130
Shelter Solutions – Metal Building Products	$ 1,536,431	$ 1,661,391	$ 905,288	$ 1,253,335
Total net sales	$ 5,297,529	$ 5,402,434	$ 2,744,148	$ 3,736,084

The following tables sets forth key expenses disaggregated by reportable segment for the year ended December 31, 2024:

	Aperture Solutions	Surface Solutions	Shelter Solutions	Eliminations	Total
Net sales	$ 2,506,408	$ 1,260,848	$ 1,536,431	$ (6,158)	$ 5,297,529
Segment cost of sales(1)	(1,969,378)	(908,667)	(1,143,098)	6,158	(4,014,985)
Segment selling, general and administrative expenses(2)	(239,780)	(109,970)	(214,568)	—	(564,318)
Reportable adjusted segment EBITDA	$ 297,250	$ 242,211	$ 178,765	$ —	718,226
Depreciation and amortization					(401,657)
Corporate and Other					(1,169,358)
Interest expense					(450,188)
Foreign exchange loss					(14,136)
Other income, net					5,694
Loss before income taxes					$ (1,311,419)

(1) Includes hourly and salaried labor for all manufacturing, delivery and related support activities as well as factory overhead, labor benefits, warranty, out-bound freight, utilities, lease and other manufacturing and delivery related-costs.

(2) Includes labor-related costs for the sales, marketing and functional organizations as well as marketing, selling expenses, bad debt and general administrative expenses. Functional organizations include, among others, information technology, finance and accounting, legal and executive office.

The following tables sets forth key expenses disaggregated by reportable segment for the year ended December 31, 2023:

	Aperture Solutions	Surface Solutions	Shelter Solutions	Eliminations	Total
Net sales	$ 2,477,731	$ 1,270,906	$ 1,661,391	$ (7,594)	$ 5,402,434
Segment cost of sales(1)	(1,932,361)	(936,024)	(1,143,553)	7,594	(4,004,344)
Segment selling, general and administrative expenses(2)	(209,275)	(110,321)	(194,964)	—	(514,560)
Reportable adjusted segment EBITDA	$ 336,095	$ 224,561	$ 322,874	$ —	883,530
Depreciation and amortization					(412,597)
Corporate and Other					(230,739)
Interest expense					(380,706)
Foreign exchange gain					6,768
Loss on extinguishment of debt					(184)
Other income, net					15,013
Loss before income taxes					$ (118,915)

(1) Includes hourly and salaried labor for all manufacturing, delivery and related support activities as well as factory overhead, labor benefits, warranty, out-bound freight, utilities, lease and other manufacturing and delivery related-costs.

(2) Includes labor-related costs for the sales, marketing and functional organizations as well as marketing, selling expenses, bad debt and general administrative expenses. Functional organizations include, among others, information technology, finance and accounting, legal and executive office.

The following tables sets forth key expenses disaggregated by reportable segment for the period July 25, 2022 through December 31, 2022:

	Aperture Solutions	Surface Solutions	Shelter Solutions	Eliminations	Total
Net sales	$ 1,246,660	$ 596,537	$ 905,289	$ (4,338)	$ 2,744,148
Segment cost of sales(1)	(1,005,097)	(492,458)	(635,513)	4,338	(2,128,730)
Segment selling, general and administrative expenses(2)	(92,130)	(46,748)	(92,239)	—	(231,117)
Reportable adjusted segment EBITDA	$ 149,433	$ 57,331	$ 177,537	$ —	384,301
Depreciation and amortization					(130,153)
Corporate and Other					(172,331)
Interest expense					(157,191)
Foreign exchange loss					(4,809)
Gain on extinguishment of debt					474
Other income, net					1,140
Loss before income taxes					$ (78,569)

(1) Includes hourly and salaried labor for all manufacturing, delivery and related support activities as well as factory overhead, labor benefits, warranty, out-bound freight, utilities, lease and other manufacturing and delivery related-costs.

(2) Includes labor-related costs for the sales, marketing and functional organizations as well as marketing, selling expenses, bad debt and general administrative expenses. Functional organizations include, among others, information technology, finance and accounting, legal and executive office.

The following tables sets forth key expenses disaggregated by reportable segment for the period January 1, 2022 through July 24, 2022:

	Aperture Solutions	Surface Solutions	Shelter Solutions	Eliminations	Total
Net sales	$ 1,643,977	$ 841,811	$ 1,253,335	$ (3,039)	$ 3,736,084
Segment cost of sales(1)	(1,324,401)	(635,542)	(926,401)	3,039	(2,883,305)
Segment selling, general and administrative expenses(2)	(116,894)	(62,389)	(117,778)	—	(297,061)
Reportable adjusted segment EBITDA	$ 202,682	$ 143,880	$ 209,156	$ —	555,718
Depreciation and amortization					(166,177)
Corporate and Other					331,996
Interest expense					(101,078)
Foreign exchange gain					686
Gain on extinguishment of debt					28,354
Other income, net					101
Income before income taxes					$ 649,600

(1) Includes hourly and salaried labor for all manufacturing, delivery and related support activities as well as factory overhead, labor benefits, warranty, out-bound freight, utilities, lease and other manufacturing and delivery related-costs.

(2) Includes labor-related costs for the sales, marketing and functional organizations as well as marketing, selling expenses, bad debt and general administrative expenses. Functional organizations include, among others, information technology, finance and accounting, legal and executive office.

The following tables set forth financial data attributable to various geographic regions:

	Successor			Predecessor
			Year Ended December 31, 2022	
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Total net sales:				
U.S.	$ 4,917,231	$ 4,983,912	$ 2,537,101	$ 3,466,127
Canada	377,978	415,134	199,466	261,796
All other	2,320	3,388	7,581	8,161
Total net sales	$ 5,297,529	$ 5,402,434	$ 2,744,148	$ 3,736,084

Net sales are determined based on customers' requested shipment location.

	December 31, 2024	December 31, 2023
Long-lived assets:		
U.S.	$ 1,497,351	$ 1,130,197
Canada	115,047	104,960
All other	21,466	19,238
Total long-lived assets	$ 1,633,864	$ 1,254,395
Property, plant and equipment, net	$ 1,127,037	$ 889,103
Lease right-of-use assets	506,827	365,292
Total long-lived assets	$ 1,633,864	$ 1,254,395

Note 19 — Earnings Per Common Share

Basic earnings per common share is computed by dividing net income allocated to common shares by the weighted average number of common shares outstanding. Diluted income per common share, if applicable, considers the dilutive effect of common stock equivalents. The reconciliation of the numerator and denominator used for the computation of basic and diluted income per common share is as follows:

	Predecessor
	January 1, 2022 through July 24, 2022
Numerator for Basic and Diluted Earnings Per Common Share - Net income (loss) applicable to common shares	$ 480,211
Denominator for Basic and Diluted Earnings Per Common Share:	
Weighted average basic number of common shares outstanding	127,316
Employee stock options	1,578
Weighted average diluted number of common shares outstanding	128,894
Basic earnings (loss) per common share	$ 3.77
Diluted earnings (loss) per common share	$ 3.73
Incentive Plan securities excluded from dilution[1]	30

(1) Represents securities not included in the computation of diluted earnings per common share because their effect would have been anti-dilutive.

The Company calculates earnings per share using the "two-class" method, whereby unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents are "participating securities" and, therefore, these participating securities are treated as a separate class in computing earnings per share. The calculation of earnings per share presented here excludes the income attributable to unvested restricted stock units related to our Incentive Plan from the numerator and excludes the dilutive impact of those shares from the denominator. Awards subject to the achievement of performance conditions or market conditions for which such conditions had been met at the end of any of the periods presented are included in the computation of diluted earnings per common share if their effect was dilutive.

Earnings per common share is not presented for the Successor period as the Company's common stock is no longer publicly traded either on a stock exchange or in the over-the-counter market.

Note 20 — Supplemental Cash Flow Information

The following table sets forth supplemental cash flow information and non-cash investing and financing activities:

			Year Ended December 31, 2022	
	Successor			Predecessor
	Year Ended December 31, 2024	Year Ended December 31, 2023	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022
Supplemental cash flow information:				
Interest paid, net of amounts capitalized	$ 330,846	$ 287,143	$ 73,726	$ 103,074
Income taxes paid (refunded)	$ 108,881	$ 36,316	$ 187,777	$ 56,243
Supplemental non-cash investing and financing activity:				
Capital expenditures included within accounts payable	$ 5,283	$ 4,304	$ 5,779	$ 4,484
Pushdown fair value adjustments	$ —	$ —	$ 1,522,432	$ —

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

On January 15, 2024, the Audit Committee of the Board of Directors of the Company approved the dismissal of Grant Thornton LLP ("Grant Thornton") as the Company's independent registered public accounting firm effective upon the filing of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023 and approved the selection of Deloitte & Touche LLP ("Deloitte") to serve as the Company's independent registered public accounting firm, for the fiscal year ending December 31, 2024. In connection with our change in accountants, there were no disagreements or reportable events required to be disclosed pursuant to Regulation S-K, Item 304(a)(1)(iv) and Item 304(a)(1)(v).

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, under the supervision and participation of our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), evaluated the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of December 31, 2024. Based on the evaluation of our disclosure controls and procedures, our CEO and CFO concluded that, as of December 31, 2024, our disclosure controls and procedures were not effective due to the material weakness in our internal control over financial reporting as described below.

Notwithstanding the material weakness in our internal control over financial reporting, management has concluded that the audited consolidated financial statements included in this Annual Report on Form 10-K fairly present, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Management's Report on Internal Control over Financial Reporting

Management, including our CEO and CFO, is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) and 15d-15(f) promulgated under the Exchange Act and based upon the criteria established in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("the COSO framework"). Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external purposes in accordance with U.S. GAAP.

As permitted by the Securities and Exchange Commission, management excluded from its assessment of internal control over financial reporting as of December 31, 2024, the internal control over financial reporting of Harvey Building Products Corp. ("Harvey") and Mueller Supply Company, Inc. ("Mueller"), which were acquired during April 2024 and July 2024, respectively. The total assets (excluding goodwill and intangible assets) and net sales of both Harvey and Mueller represented 8.6% and 7.6% of our consolidated total assets and consolidated net sales, respectively, at and for the year ended December 31, 2024. See a discussion of these acquisitions in Note 3, *Mergers, Acquisitions and Divestitures*, to our consolidated financial statements.

Our management, with the participation of our CEO and CFO, evaluated the effectiveness of our internal control over financial reporting as of December 31, 2024 based on the COSO framework. Based on management's assessment, management has concluded that our internal control over financial reporting was not effective as of December 31, 2024 due to the material weakness described below.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis.

On April 1, 2024, we implemented an enterprise resource planning ("ERP") system in our Shelter Solutions reportable segment. During the annual period ended December 31, 2024, we identified a material weakness in our internal control over financial reporting that arose from the ineffective application of the software development life cycle ("SDLC") information technology general control. Specifically, the Company determined that the assigned team members lacked the requisite knowledge and experience to develop functional requirements, configure the system, and complete user acceptance tests sufficient to fully test the ERP system prior to going live.

Changes in Internal Control over Financial Reporting

Except for the material weakness identified by management and described above, there were no other changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the period ended December 31, 2024, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Management's Plan to Remediate the Material Weakness

Management has evaluated the deficiency described above and developed a remediation plan designed to strengthen our SDLC processes across the organization, to ensure we have appropriate methodology for additional implementations. The remediation plan requires that: (i) functional business experts are identified, trained, and meet established requirements, (ii) business users have sufficient understanding of the underlying functionality being tested, and (iii) additional levels of review are established throughout the SDLC. The remediation plan is subject to ongoing management review, as well as oversight by the Audit Committee of our Board of Directors.

Inherent Limitations on Effectiveness of Controls

Our management, including our CEO and CFO, intends that our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving their objectives. However, our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost effective control system, misstatements due to error or fraud may occur and not be detected.

Item 9B. Other Information.

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not applicable.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholder and the Board of Directors of Cornerstone Building Brands, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Cornerstone Building Brands, Inc. and subsidiaries (the "Company") as of December 31, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, because of the effect of the material weakness identified below on the achievement of the objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB) and in accordance with auditing standards generally accepted in the United States of America, the consolidated financial statements as of and for the year ended December 31, 2024, of the Company and our report dated March 14, 2025, expressed an unqualified opinion on those financial statements.

As described in Management's Report on Internal Control over Financial Reporting, management excluded from its assessment the internal control over financial reporting at Harvey Building Products Corp. and Mueller Supply Company, Inc., which were acquired during April 2024 and July 2024, respectively, and whose financial statements constitute approximately 8.6% of the Company's consolidated total assets (excluding goodwill and intangibles which were included in management's assessment of internal control over financial reporting as of December 31, 2024) and approximately 7.6% of consolidated net sales as of and for the year ended December 31, 2024. Accordingly, our audit did not include the internal control over financial reporting at Harvey Building Products Corp. and Mueller Supply Company, Inc.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Material Weakness

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weakness has been identified and included in management's assessment: Management has identified a material weakness in internal control over financial reporting due to the ineffective application of the software development life cycle ("SDLC") information technology general control. This material weakness was considered in determining the nature, timing, and extent of audit tests applied in our audit of the consolidated financial statements as of and for the year ended December 31, 2024, of the Company, and this report does not affect our report on such financial statements.

/s/ Deloitte & Touche LLP

Raleigh, North Carolina
March 14, 2025

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

Our Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") and Amended and Restated By-Laws (the "Bylaws") provide that the number of directors shall be fixed from time to time pursuant to a resolution adopted by a majority of the directors. Our Board of Directors currently consists of nine members. There are no vacancies on the Board.

In accordance with our Bylaws, our directors are elected annually by our stockholders. Under our Bylaws, newly created directorships resulting from any increase in the authorized number of directors or any vacancies on our Board resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled by a vote of the stockholders at any regular or special meeting of the stockholders (or by written consent in lieu of such meeting), and directors so elected shall hold office until the annual meeting of stockholders at which the term of office of the class to which the director has been elected expires. Under our Corporate Governance Guidelines, no person may stand for election as a director or be recommended for appointment by the Company's stockholders if, on the date of any annual or special meeting held for the purpose of electing directors, such person shall have surpassed the age of 75.

The following table lists our current directors:

Directors and Executive Officers

Directors

Name	Age	Position
Marcia Avedon	63	Director
Jake Donnelly	32	Director
Wilbert James, Jr.	68	Director
Daniel Janki	56	Director
John Krenicki, Jr.	62	Chairman
Rose Lee	59	Director, President and Chief Executive Officer
Timothy O'Brien	61	Director
Nathan Sleeper	51	Director
Tyler Young	37	Director

Our Board believes that each of our directors is highly qualified to serve as a member of our Board. Each of the directors has contributed to the mix of skills, core competencies and qualifications of our Board. Our directors are highly educated and have diverse backgrounds and talents and extensive track records of success in what we believe are highly relevant positions with some of the most reputable organizations in the world.

Our Board recognizes that directors with diverse backgrounds, attributes, perspectives and experiences can positively enhance the performance and deliberations of the Board. Our Board values directors with diverse qualifications, geographic location, education, skills, expertise and professional and industry experience.

Marcia Avedon

Ms. Avedon, age 63, has served as a director since April 2024 and as Chair of the Compensation Committee of the Board since December 2024. Ms. Avedon currently serves as the Chief Executive Officer of Avedon Advisory, LLC, which she founded in 2022. From 2020 to 2022, Ms. Avedon served as Executive Vice President and Chief Human Resources, Marketing and Communications Officer for Trane Technologies, plc, where she was responsible for all global human resource and reputation management strategies and functions. From 2007 to 2020, Ms. Avedon held senior leadership positions at Ingersoll-Rand, plc, including serving as Executive Vice President, Human Resources, Communications and Corporate Affairs. Earlier in her career, Ms. Avedon held executive positions in human resources at Merck & Co., Inc., Honeywell International Inc., and Anheuser-Busch Companies. Since 2022, Ms. Avedon has served on the board of directors at Acuity Brands, Inc. including as a member of its compensation and management development committee. She has also served as a board member of Generac Holdings Inc. since 2019, including as chair of the human capital and compensation committee and member of the nominating and corporate governance committee. Ms. Avedon previously served on the board of directors of GCP Applied Technologies and Lincoln National Corporation.

Director Qualifications: Ms. Avedon's experience in large, multinational companies in general, as well as in the human resources field in particular, provides our Board with insight into the attraction, motivation and retention of personnel. Additionally, her service on the boards of public companies brings to our Board valuable insight into the strategic, financial and personnel challenges faced by companies similar to the Company.

Jake Donnelly

Mr. Donnelly, age 32, has served as director since October 2024. He serves on the Audit Committee. Mr. Donnelly has served as a Principal of CD&R since May 2023, where he is primarily engaged in evaluating industry opportunities in the industrials sector. Prior to joining CD&R, Mr. Donnelly served for five years in various capacities at Ares Management Corporation, including most recently as Vice President, Private Equity, and prior to that, Mr. Donnelly held various positions with Jefferies Financial Corp. He also currently serves as a director of SunSource Midco Holdings, LLC, SunSource Borrower, LLC, and SunSource Topco, LLC (formerly, CD&R Hydra Holdings, Inc.). He previously served as a director of White Cap Parent, LLC. Mr. Donnelly holds a bachelor of arts degree in economics from Bowdoin College.

Director Qualifications: Mr. Donnelly's experience in finance, accounting and economics provides our Board with insight into business strategy, financial decision-making and the macroeconomic environment in which we operate.

Wilbert James, Jr.

Mr. James, age 68, has served as a director since May 2019. Mr. James is a member of the Compensation Committee and the Nominating and Corporate Governance Committee. Mr. James had a 30-year career with Toyota Motors, with his most recent role as President of Toyota Motor Manufacturing of Kentucky (July 2010 - December 2017). In that role, he led Toyota’s largest automotive manufacturing plant in the world and oversaw a nearly $6 billion operation, which employed over 7,500 people. Additionally, he championed quality initiatives for Toyota’s fourteen North American manufacturing plants. Mr. James currently serves as a director on the board of Atkore International. He also served as a director of Central Bank & Trust and Piston Group. Mr. James earned an associate degree in Applied Science from Old Dominion University, a bachelor of science degree in mechanical engineering technology from Old Dominion University, as well as an honorary doctorate degree in mechanical engineering technology from the University of Kentucky and an honorary degree from the University of Pikeville in 2015.

Director Qualifications: Mr. James’s leadership roles in global manufacturing bring to our Board an understanding of the global business environment and valuable insight into the operations of large, complex manufacturing enterprises as well as corporate social responsibility, product development and supply chain matters.

Daniel Janki

Mr. Janki, age 56, has served as a director since May 2019. Mr. Janki is the Chair of the Audit Committee. Mr. Janki has served as the Executive Vice President and Chief Financial Officer of Delta Airlines since July 2021. Prior to joining Delta, Mr. Janki was the Senior Vice President - Chief Executive Officer (“CEO”) and President of Power Portfolio at General Electric Company. Mr. Janki is also a director of Wheels Up Experience, Inc., a national board member for BuildOn, and an advisory board member for the CFO RoundTable. Mr. Janki is a certified public accountant. Mr. Janki earned degrees in finance and accounting from The Ohio State University.

Director Qualifications: Mr. Janki’s leadership role for a large, multinational conglomerate brings to our Board an understanding of the global business environment, business strategy, and financial management. Further, Mr. Janki’s background as a certified public accountant provides the Audit Committee with valuable financial expertise.

John Krenicki, Jr.

Mr. Krenicki, age 62, has served as director since November 2018, and as Chair of the Board since July 2022. He serves on the Compensation Committee and is the Chair of the Nominating and Corporate Governance Committee. Mr. Krenicki is Vice Chair at CD&R and is Chair of Artera Services Holdco, LLC (formerly, PowerTeam Services, LLC). He is also a director at Brand Industrial Holdings, Inc. (parent entity of Brand Industrial Services, Inc.) and Devon Energy Corporation. Previously, Mr. Krenicki built a 29-year career at General Electric Co., where he served as Vice Chair as well as President and CEO of GE Energy, among other executive positions. He earned a bachelor of science degree in mechanical engineering from the University of Connecticut. He received a master of science degree in management from Purdue University.

Director Qualifications: Mr. Krenicki’s executive and director experience in diverse manufacturing and services enterprises bring to our Board an understanding of the global business environment, business strategy and valuable insight into the operations of large, complex manufacturing operations.

Rose Lee

Ms. Lee, age 59, has served as President and Chief Executive Officer since September 2021, joining the board of directors at the same time. She has served as the Interim President of our Aperture Solutions–U.S. business unit since June 2024. Prior to joining the Company, Ms. Lee was President of the DuPont Water & Protection reporting segment where she led a diverse business creating water, shelter and safety solutions for a more sustainable world. Ms. Lee also previously held senior leadership positions at Saint-Gobain in general management roles serving the construction, transportation, energy and defense sectors, and as Strategy Director and Chief Information Officer of the North America region. Prior to Saint-Gobain, she held various engineering and management positions at Pratt & Whitney, now part of Raytheon Technologies, and was a Senior Consultant at Booz Allen Hamilton. Ms. Lee is also an independent board member of Honeywell International Inc. and a former board member of Crown Holdings, Inc. and DSS+. In 2022, Ms. Lee was named to the National Association of Manufacturers’ board of directors, where she serves on its executive committee. She also served as the 2023 Chair for the Manufacturing Institute’s Women MAKE America initiative. Ms. Lee is a member of the Policy Advisory Board for Harvard’s Joint Center for Housing Studies and has served as a member of the Economic Advisory Council for the Federal Reserve Bank of Philadelphia. Ms. Lee earned a bachelor of science in aerospace engineering from Cornell University, a master of science in mechanical engineering from Rensselaer Polytechnic Institute and a master of business administration degree from the Massachusetts Institute of Technology.

Director Qualifications: Ms. Lee brings senior management experience to the Board from her role as president of a global business segment of an NYSE-listed international manufacturing company. She also has corporate governance, sustainability experience, and brings a deep knowledge of operations, engineering and technology matters that provides the Board with operational expertise.

Timothy O’Brien

Mr. O’Brien, age 61, has served as a director since November 2018. He currently serves on the Audit Committee and the Nominating and Corporate Governance Committee. From 2013 through 2024, Mr. O’Brien served as the President and Chief Executive Officer of Wilsonart International Holdings LLC. Prior to joining Wilsonart, Mr. O’Brien served as Vice President and General Manager of SABIC Innovative Plastic, responsible for the engineering resins business in the Americas and Europe. SABIC Innovative Plastics, a business unit of Saudi Basic Industries Corporation (“SABIC”), was founded in 2007 with the acquisition of GE Plastics. Mr. O’Brien began his career at General Electric as a Sales Representative for GE Lighting. Throughout his 24-year career at GE, he also held roles of increasing responsibility in sales, product management and general management, including Vice President of Sales and Distribution Operations for the Asia Pacific, based in Singapore. Prior to GE Plastics, Mr. O’Brien served as Senior Vice President for Commercial Finance with GE Capital until 2003, running a global computer leasing business. Mr. O’Brien earned his bachelor’s degree from Northeastern University in Massachusetts and his MBA from Baldwin Wallace College in Ohio.

Director Qualifications: Mr. O’Brien’s leadership roles in global manufacturing bring to our Board an understanding of the global manufacturing environment and valuable insight into businesses with large, complex manufacturing operations.

Nathan Sleeper

Mr. Sleeper, age 51, has served as a director since October 2009. Mr. Sleeper joined CD&R in 2000, and as of January 1, 2020, became the Chief Executive Officer of CD&R. Mr. Sleeper chairs its Executive Committee and is a member of its Investment, Operating Review and Compliance committees. He also leads the firm's industrials investment vertical and is responsible for firm operations. Prior to joining CD&R, he worked in the investment banking division of Goldman Sachs & Co. LLC and at investment firm Tiger Management Corp. Mr. Sleeper also currently serves as a director of ASP Flag Holdings LP (parent entity of Foundation Building Materials, Inc.); Brand Industrial Holdings, Inc. (parent entity of Brand Industrial Services, Inc.); Artera Services Holdco, LLC (formerly, PowerTeam Services LLC); CD&R Hydra Buyer, Inc., CD&R Hydra Midco, Inc., and SunSource Topco, LLC (formerly, CD&R Hydra Holdings, Inc.) (parent entities of SunSource Holdings, Inc.); INDICOR Holdings, LLC; Multi-Color Corporation; Pursuit Aerospace; White Cap Parent, LLC; Veritiv Corporation, and Resideo Technologies. Mr. Sleeper previously served as a director of Core and Main, Inc., Beacon Roofing Supply, Inc., and Wilsonart International Holdings LLC. He is a member of the Business Council and the Madison Boys and Girls Club, serves on the Williams College Board of Trustees, as well as on the investment committee for the college's endowment. Mr. Sleeper holds a bachelor of arts degree from Williams College and a master of business administration degree from Harvard Business School.

Director Qualifications: Mr. Sleeper's broad experience in the financial and investing communities brings to our Board important insights into business strategy and areas to improve our financial performance. He also serves on a number of boards.

Tyler Young

Mr. Young, age 37, has served as a director since August 2022. He serves on the Compensation Committee. Mr. Young joined CD&R in 2011 and is principally engaged in evaluating investment opportunities in the industrials sector. Prior to joining CD&R, he held positions with PayPal and LinkedIn and worked in the investment banking division of Bank of America Merrill Lynch. He currently serves as a director of Wilsonart International Holdings LLC; CD&R Hydra Buyer, Inc., CD&R Hyrda Midco, Inc., and SunSource Topco, LLC (formerly, CD&R Hydra Holdings, Inc.) (parent entities of SunSource Holdings, Inc.); ASP Flag Holdings LP (parent entity of Foundation Building Materials, Inc.); and White Cap Parent, LLC. Mr. Young holds a bachelor of arts degree in economics from Dartmouth College and holds a master of business administration degree from Harvard Business School.

Director Qualifications: Mr. Young's experience in the financial and investing community provides our Board with insight financial reporting and oversight and business strategy.

Executive Officers

Name	Age	Position
Rose Lee	59	President and Chief Executive Officer; Interim President Aperture Solutions–U.S.
Jeffrey Lee	56	Executive Vice President and Chief Financial Officer
Petar Andrich	54	Executive Vice President and Chief Human Resources Officer
Alena Brenner	48	Executive Vice President, General Counsel and Corporate Secretary
Matthew Ackley	44	President, Shelter Solutions
Melissa Jones	46	President, Surface Solutions–U.S.

Information concerning the business experience of Ms. Lee is provided under the section titled “Directors” above.

Jeffrey Lee

Mr. Lee, age 56, has served as Executive Vice President, Chief Financial Officer since June 2019. Mr. Lee also served as Chief Accounting Officer and Treasurer from July 2020 until July 2022. Prior to joining the Company, Mr. Lee was Senior Vice President and Chief Financial Officer of Wilsonart International Holdings LLC since 2014, a global manufacturer and distributor of decorative engineered surfaces for the commercial and residential markets. Prior to Wilsonart, Mr. Lee was the Executive Vice President and Corporate Chief Financial Officer for Contech LLC. Mr. Lee began his career at Eaton Corporation where he had a twelve-year career with various finance and operational roles of increasing responsibility. Mr. Lee currently serves on the board of Wilsonart International Holdings LLC. Mr. Lee holds a bachelor of science degree in accounting from the University of Utah and a master of business administration degree from Duke University. He is also a Six Sigma Champion and received Lean Training at the University of Tennessee.

Matthew Ackley

Mr. Ackley, age 44, has served as President of our Shelters Solutions business unit since November 2021. Prior to being promoted to his current responsibilities, Mr. Ackley served as President, Engineered Building Systems. Mr. Ackley has nearly twenty years of accomplished leadership in the building materials industry. Prior to joining the Company, he served as Vice President, Sales for USG Corporation, overseeing its Commercial Ceilings and Corporate Account teams, where he led strategic planning, sales execution and revenue and profit growth efforts. Mr. Ackley spent much of his career at USG Corporation holding roles of increasing responsibility, including: Vice President, Architectural Sales; Area Manager Central; Senior Manager, Investor Relations; Category Manager, Interior Walls - L&W Supply; and several other roles in sales and operations. He holds a bachelor of arts degree in economics and Spanish from the University of Redlands and a master of business administration degree from Pepperdine University.

Petar Andrich

Mr. Andrich, age 54, has served as our Executive Vice President, Chief Human Resources Officer since July 2023. Mr. Andrich has nearly thirty years of global leadership experience in the industrials sector. Previously, he was the Chief Human Resources Officer for Calumet Specialty Products Partners, L.P., a leading specialty petroleum products company. Prior to Calumet, Mr. Andrich held various roles of increasing responsibility at Amcor, ASR Group, British Petroleum, General Electric and PPG Industries. Mr. Andrich holds a bachelor’s degree from Purdue University and a master’s degree from the University of West Florida.

Alena Brenner

Ms. Brenner, age 48, has served as our Executive Vice President, General Counsel and Corporate Secretary since April 2021. Before joining the Company, Ms. Brenner served as Vice President and Deputy General Counsel of Ryder System, Inc., a transportation and logistics company, where she advanced through various leadership roles since January 2012, most recently serving as Vice President and Deputy General Counsel. Prior to her work with Ryder System, Inc., Ms. Brenner was the Director of Commercial Law and Mergers and Acquisitions (“M&A”) at the New York headquarters for Anheuser-Busch InBev. She previously spent over eight years at the New York City office of the law firm Hunton & Williams (now Hunton Andrews Kurth LLP) working in the Global Capital Markets and M&A group. Ms. Brenner earned a bachelor of science degree in industrial and labor relations from Cornell University and a juris doctorate degree from Fordham University School of Law.

Melissa Jones

Ms. Jones, age 46, serves as President of our Surface Solutions–U.S. business unit, having joined the Company in July 2022. Ms. Jones brings more than twenty years of leadership experience and demonstrated success delivering revenue and profit growth through customer-centric organic growth strategies, M&A integration, operational excellence, and commercial excellence in the industrial machinery and electrical manufacturing industries. Most recently, Ms. Jones served as Group President of Commercial Water Solutions at Pentair, a global water treatment and solutions company, where she also held other various roles of increasing responsibility. Prior to Pentair, Ms. Jones was Director of Product, Channel and Marketing at Generac Power Systems and Director of Marketing at Johnson Controls. She has also worked in corporate marketing functions at Abbott Laboratories, Milwaukee Tool and Stanley Black & Decker. Ms. Jones holds a bachelor of arts degree in economics from St. Mary’s Honors College of Maryland and a master of business administration degree from the University of Maryland.

Board of Directors

Board Committees

Our Board has three standing committees — the Audit Committee, the Compensation Committee, and the Nominating and Corporate Governance Committee. Each of the three committees regularly discusses with the Board at Board meetings the work it has performed to fully discharge its responsibilities, and it may also report to the Board at any time regarding any matter it deems of sufficient importance.

Board and Committee Appointments

Below is a table disclosing our Board and current committee compositions:

Name	Board	Audit	Compensation	Nominating and Corporate Governance
Marcia Avedon[(1)]	Member		Chair	
Jake Donnelly[(1)]	Member	Member		
Wilbert James, Jr.	Member		Member	Member
Daniel Janki	Member	Chair		
John Krenicki, Jr.	Chair		Member	Chair
Rose Lee	Member			
Timothy O'Brien	Member	Member		Member
Nathan Sleeper	Member			
Tyler Young	Member		Member	
Meetings held during 2024	5	8	4	4

(1) Ms. Avedon joined the Board in April 2024 and Mr. Donnelly joined in October 2024.

Audit Committee

The Audit Committee is responsible for engaging and discharging the independent auditors, as well as monitoring audit functions and procedures. The Audit Committee also provides assistance to the Board regarding its oversight of the Company's financial statements, accounting, risk management and internal control practices. In discharging its duties, the Audit Committee has the authority to retain independent legal, accounting and other advisors and has the sole authority to appoint, retain, replace or terminate the independent auditor.

The Audit Committee is composed solely of directors who have the requisite financial literacy to serve on the Audit Committee, as determined by our Board.

Our Board, after reviewing all of the relevant facts, circumstances and attributes, has determined that Mr. Janki, the Chair of our Audit Committee, is an "audit committee financial expert" as defined by Item 407(d)(5)(ii) of Regulation S-K.

The Audit Committee operates under a written Audit Committee Charter adopted by our Board.

Compensation Committee

The Compensation Committee is responsible for reviewing and making recommendations to our Board on all matters relating to compensation and benefits provided to executive management. The Compensation Committee also helps oversee the Company's policies and strategies related to talent management and development for executive and senior management. The Compensation Committee is permitted to delegate its authority on all matters for which it is responsible to subcommittees consisting of one or more members.

The Compensation Committee operates under a Compensation Committee Charter adopted by our Board.

Nominating and Corporate Governance Committee

The Nominating and Corporate Governance Committee is responsible for recommending qualified candidates to serve on our Board and evaluating, implementing and overseeing the standards and guidelines for the governance of the Company, including monitoring compliance with those standards and guidelines, as well as overseeing succession planning and evaluating the performance of the Board.

The Nominating and Corporate Governance Committee operates under a Nominating and Corporate Governance Committee Charter adopted by our Board.

In identifying and evaluating nominees for director, the Nominating and Corporate Governance Committee first looks at the overall size and structure of our Board to determine the need to add or remove directors and to determine if there are any specific qualities or skills that would complement the existing strengths of our Board, taking into account the overall experience and qualifications of the Board and its committees.

The Board provides standards for directors in the Board's Corporate Governance Guidelines and Nominating and Corporate Governance Committee Charter. The Corporate Governance Guidelines set forth the requisite skills and characteristics that the Board seeks in Board members, including, but not limited to:

- High personal and professional ethics, strength of character, integrity, and values;
- Education, experience, intelligence, independence, fairness, reasoning ability, practical wisdom and vision to exercise sound, mature judgments;
- Time and effort necessary to learn the Company's business;
- Breadth of viewpoint and experience necessary for an understanding of the Company's diverse constituencies;
- Personality, tact, sensitivity, and perspective to participate in deliberations in a constructive and collegial manner;
- Ability to objectively appraise the performance of management of the Company and in independent mind willing to question management's assumptions when appropriate and;
- No conflicts of interest that would interfere with the Board members' ability to discharge their duties.

As part of its periodic self-assessment process, our Board annually reviews the diversity of specific skills and experiences necessary for the optimal functioning of our Board in its oversight of the Company over both the short- and long-term.

Corporate Governance

Our Board has adopted Corporate Governance Guidelines to provide guidance on corporate governance matters. These guidelines provide a framework for our corporate governance initiatives and cover topics including, but not limited to, director qualification and responsibilities, Board composition, director compensation and management and succession planning. The Nominating and Corporate Governance Committee is responsible for overseeing and reviewing the guidelines and reporting and recommending to our Board any changes to the guidelines. Our Board is committed to ensuring that the Board is comprised of directors with an appropriate mix of skills, experiences and backgrounds to meet both the Board's current and long-term needs.

Our Board has adopted a Code of Conduct, which is designed to help officers, directors and employees resolve ethical issues in an increasingly complex business environment. The Code of Conduct is applicable to all of our officers, directors and employees, including our principal executive officer, principal financial officer, principal accounting officer and other persons performing similar functions. The Code of Conduct covers topics, including but not limited to, conflicts of interest, confidentiality of information and compliance with laws and regulations. In 2023, we updated the Code of Conduct to align with the Company's current organizational and operational structure, applicable regulatory requirements and risk profile.

Our Code of Conduct is available, free of charge, on our website, along with other corporate governance information, at www.cornerstonebuildingbrands.com under the heading "Investors — Sustainability — Governance — Governance Documents."

Waivers from our Code of Conduct are discouraged, and any waivers from the Code of Conduct that relate to any officer or director must be approved by our Board, and will be disclosed to the fullest extent as required by law and will be posted on our website at www.cornerstonebuildingbrands.com within four business days of any such waiver.

We have adopted insider trading policies and procedures that govern the purchase, sale and/or other dispositions of our securities by directors, officers, and employees, together with their immediate family members and other persons living in their households. We believe our insider trading policies and procedures are reasonably designed to promote compliance with insider trading laws, rules and regulations. While we have not adopted formal policies and procedures with respect to the Company's transactions in its own securities, it is our policy to comply with all insider trading laws.

The Board's Role in Risk Oversight

The Board has ultimate responsibility for risk oversight. Management is responsible for the day-to-day management of the risks we face. The Board and its committees provide active oversight in connection with those efforts of the management, with a particular focus on ensuring that the Company's risk management practices are appropriate and effective. Such risk management practices include, among others, monitoring the risk landscape, and designing or updating policies and controls with respect to operational and legal compliance, cybersecurity, data privacy, climate and succession planning. The Company maintains an enterprise risk management program that includes a multi-factor, qualitative and quantitative process designed to identify and to assess the likelihood, timing and impact of the most critical risks to achieving the Company's strategic objectives. The Board exercises its risk oversight responsibilities through periodic briefing and informational sessions provided by management that cover the significant risks that the Company faces with a focus on how the Company is seeking to manage and mitigate risk. The Audit Committee oversees management's implementation and maintenance of the Company's enterprise-wide risk management process, as well as risks related to, among other things, financial reporting, internal controls, compliance, cybersecurity and data protection. The Compensation Committee oversees risk related to, among other things, the Company's compensation policies and programs. The Nominating and Governance Committee oversees risk related to, among other things, the Company's corporate governance structure, policies and practices, including sustainability and corporate social responsibility matters, the Board's composition, succession planning and the Company's culture.

Risk Analysis of Our Compensation Plans

Frederic W. Cook & Co. ("FW Cook") was engaged by the Compensation Committee to assist with the assessment of risk arising from the Company's executive compensation programs and policies. FW Cook's assessment covered each material element of the executive compensation programs, including our compensation mix of (i) fixed components like salary and benefits, (ii) annual incentives that reward overall financial performance, and (iii) multi-year equity awards tied to increases in Company value. Based on these assessments, the Company concluded that our policies and practices do not create risk that is reasonably likely to have a material adverse effect on the Company or to encourage excessive and unnecessary risk taking by executive officers or other employees, because these programs are designed to encourage employees to remain focused on both our short- and long-term operational and financial goals that are drivers of long-term sustained increases in Company value. FW Cook's assessments also took into account that our compensation opportunities are generally measured by a variety of performance metrics, and the program includes a pay mix that is balanced between short- and long-term incentive compensation, including caps on incentive awards and incorporates risk mitigation policies such as clawback policies.

Sustainability

During August 2024 we published our Environmental, Social & Governance Report to cover the 2023 calendar year. This report is informed by several reporting frameworks and is in accordance with the 2021 GRI Universal Standards, the Task Force on Climate-Related Financial Disclosure and in partial alignment with the SASB: Building Products & Furnishing Standards. The report documents our progress toward our sustainability objectives and outlines what we aspire to achieve in the future. We recognize our responsibility to increase our positive impact on sustainability issues affecting our environment, our society and the world.

This belief is embodied in our business strategy, which serves as a guidepost for building our capabilities as a customer-first, solutions-driven company. We aim to focus on the responsible, sustainable solutions our services and products can offer while, in parallel, evaluating our environmental footprint, creating a safe and inclusive work environment for our employees, and improving the communities we serve.

We are dedicated to constantly improving the sustainability of our solutions through operational efficiencies that reduce our environmental impact while increasing the life cycle and recyclability of our products. We believe recyclable and environmentally favorable products help conserve natural resources and reduce our products' overall environmental impact. We operate lean manufacturing processes to reduce, reuse and recycle waste where possible through both internal initiatives and in partnership with suppliers and other third-party vendors.

We are mindful of the impacts of global climate change and the contributions to climate change from our manufacturing operations, the transportation and distribution of products, and the end-use of building construction products. In 2024, we analyzed utility provider data (i.e., electricity, natural gas, and water) to assist with energy procurement and analyze our greenhouse gas emissions, and assist with sustainability reporting. Based on this data, we selected specific sites to conduct third-party utility audits to help dictate sustainability initiatives.

In 2024, we continued our sustainability journey by establishing baselines for key sustainability metrics, implementing a SaaS application to operationalize our sustainability data, and engaging our supply chain with a Supplier Code of Conduct. We continue to engage with our stakeholders to regularly communicate progress, share meaningful sustainability achievements and stories, and outline future sustainability priorities and goals. Our Nominating and Corporate Governance Committee oversees our sustainability efforts, and we believe that our robust governance framework ensures that sustainability is an essential part of our Company's culture and strategy.

Human Capital Management

Talent acquisition, engagement and retention are among our highest priorities because our employees design,support and build our exterior building products for our customers. Our core values guide us in creating the environment where we can all win together. This starts with our emphasis on occupational health, safety and employee well-being in our operations, which is one of our core values. To attract and retain the best employees, we focus on providing competitive pay and benefits. We provide benefit programs with the goal of improving the physical, mental and financial wellness of our employees throughout their lifetime. Some examples in the United States (" U.S"). include base and variable pay, medical and dental coverage, paid time off and retirement saving plans with a Company match. We continually review wages to ensure we are fair, equitable, competitive and can attract and retain the best talent. We recruit our talent from a wide range of industries and use many different methods to attract a diverse pool of applicants including community job fairs, job boards, social media, and employee or community agency referrals. We aim to hire and train candidates using a process that is free from biases for or against any individual or group of candidates. We commit to creating a safe and inclusive work environment for our employees. Embracing all employees and applicants, no matter their background, race, age, sexual orientation and identity, and delivering a transparent, fair and engaging experience across the organization are both core to our talent management strategy.

Cybersecurity and Data Privacy

Our cybersecurity policy applies to all of our employees, contractors, consultants, third-party service providers and vendors. Our core cybersecurity objectives are related to the overall protection of systems, people, assets, data and security. Our cybersecurity policy contains preventative and detective measures to protect against cyber-attacks that seek to (i) acquire confidential information, (ii) corrupt, damage or destroy information and systems and (iii) flood network resources to render them unavailable. Our employees are required to participate in regular cybersecurity awareness campaigns along with annual cybersecurity, privacy and information training.

Item 11. Executive Compensation.

Compensation Discussion and Analysis

This Compensation Discussion and Analysis ("CD&A") provides information regarding the Company's compensation programs for the named executive officers of the Company (the "NEOs") for year ended December 31, 2024 ("2024"). As such, our NEOs include:

- Rose Lee, President and Chief Executive Officer, Interim President, Aperture Solutions–U.S.
- Jeffrey Lee, Executive Vice President, Chief Financial Officer
- Alena Brenner, Executive Vice President, General Counsel and Corporate Secretary
- Melissa Jones, President, Surface Solutions–U.S.
- Matthew Ackley, President, Shelter Solutions
- Colleen Pritchett, Former President Aperture Solutions–U.S. (1)

(1) In June 2024, Ms. Pritchett ceased to serve as President, Aperture Solutions–U.S. of the Company. Ms. Pritchett received the severance benefits pursuant to the Cornerstone Building Brands, Inc. Severance Plan effective December 2, 2021, as amended from time to time ("Severance Plan") that are payable upon a non-change in control ("CIC") Qualifying Termination (as defined in the

Severance Plan). Ms. Pritchett also provided consulting and advisory services through July 25, 2024 and her services during this period were treated as service for purposes of vesting in the value of her dividend awards that vested through July 25, 2024.

Summary and Highlights for 2024

Compensation Highlights for 2024

During 2023 and 2024, our indirect parent, Camelot Return Ultimate, LP, a Delaware limited partnership (the "Partnership" or "Camelot Parent"), granted equity awards to certain key employees considered critical to the success of our Company, including our NEOs, which consisted of interests in future profits of the Partnership. See "*Executive Compensation – Long-Term Incentive Awards Granted to NEOs in 2022*".

Performance Highlights in 2024

Our 2024 financial results were below management's expectations due to several factors, including lower than expected volumes, which have continued into fiscal 2025. We have maintained price discipline across all reportable segments and our work on cost-take-out initiatives, has allowed us to partially offset the impact of lower volumes.

We remain focused on enhancing long-term growth by taking actions to optimize our portfolio. During 2024, we acquired Harvey Buildings Products Corp. ("Harvey") and Mueller Supply Company, Inc. ("Mueller"), which furthered growth in markets that are core to our operations and strengthened our ability to serve all customers and channels with a comprehensive portfolio of materials, products and brands.

Executive Compensation Governance

Compensation Philosophy and Objectives of the Company's Compensation Program

Our executive compensation philosophy is based on the principle that executive pay should be linked to the performance of the Company. Our Compensation Committee has established the following objectives for our executive compensation programs:

- Attract, retain and motivate exceptional executives;
- Reward performance measured against established goals;
- Provide incentives for future performance; and
- Align executives' long-term interests with long-term value creation.

In support of these goals, we designed our compensation programs to reward excellent short-term performance and to encourage executives' commitment to the Company's long-term, strategic business goals. In 2022, the Board of Directors of Camelot Parent (the "Parent Board"), implemented a long-term incentive program consisting of grants of equity from Camelot Parent. This equity is designed to create alignment between our shareholder and Company management by enabling the management team to receive a return based upon the appreciation of the Partnership's equity value that will be created through execution of the long-term strategic plan and profitable growth of the Partnership and its subsidiaries, including the Company.

Determination and Administration of Compensation Programs and Amounts

Decisions regarding executive compensation are based primarily on the assessment by the Compensation Committee of each NEO's leadership and operational performance, and potential to enhance long-term value to the Company. Since February 2015, the Compensation Committee has retained a compensation consultant, FW Cook, to assist it in its comprehensive review of the Company's executive compensation program. During 2024, FW Cook continued to advise the Compensation Committee regarding compensation packages for existing executives, new hires, and promotions and other governance related matters (see "*Executive Compensation — Compensation of Directors*"). The Compensation Committee also relies on its judgment, prior experience, and the judgment of our CEO, Ms. Lee, about each individual NEO in determining the amount and combination of compensation elements and whether each payment or award appropriately encourages and rewards performance. The Compensation Committee meets regularly in separate executive sessions without management personnel present and also requests periodically that our officers or employees attend meetings.

Based on (i) the benchmarking data prepared by FW Cook, (ii) discussions with and recommendations by Ms. Lee during 2024 and (iii) our pay-for-performance policies, the Compensation Committee determined to maintain our existing executive compensation programs during 2024.

Role of the Compensation Committee

Key factors considered by the Compensation Committee in this regard include:

- Actual performance compared to pre-established financial, operational and strategic goals for the Company;
- Individual contribution to the Company's financial results, particularly with respect to key measures such as net sales, adjusted EBITDA and working capital as a percentage of net sales;
- Effectiveness in leading our initiatives to enhance quality and value provided to customers; and
- Individual commitment and contribution to a culture defined by our core values of safety, integrity and inclusion.

The Compensation Committee also considered the appropriate balance between incentives for short- and long-term performance as well as internal "pay equity" — in other words, the relative differences in compensation among the executive officers. In addition, our Compensation Committee has reviewed our compensation policies as generally applicable to our employees and believes that our policies do not encourage excessive and unnecessary risk-taking. See "*Item 10. Directors, Executive Officers and Corporate Governance — Risk Analysis of Our Compensation Plans*."

Role of Management

During 2024, Ms. Lee, Mr. Lee, Ms. Brenner, Mr. Andrich and other senior executives attended certain Compensation Committee meetings at the Compensation Committee's request to advise the Compensation Committee regarding our performance and to recommend compensation and benefits for our NEOs (other than the CEO). Our management, under the leadership of Ms. Lee, plays an important role in establishing and maintaining our compensation programs for our NEOs. Management's role includes recommending plans and programs to the Compensation Committee, implementing the Compensation Committee's decisions regarding the plans and programs and assisting and administering plans in support of the Compensation Committee. The Compensation Committee also relied to a certain extent on Ms. Lee's evaluations of other NEOs whose day-to-day performance was not as visible to the Compensation Committee as it was to Ms. Lee.

Role of Independent Advisors

The Compensation Committee's charter provides that it may retain advisors, including compensation consultants, in its sole discretion. The Compensation Committee has assessed the independence of FW Cook pursuant to SEC and NYSE rules and has determined that FW Cook does not have any economic interest or other relationship that would create a conflict with its services to the Compensation Committee.

Peer Group

In assessing compensation elements and making compensation decisions for our executive officers, our Compensation Committee considers the executive compensation practices of a peer group of companies of similar size to the Company in related industries. In 2024, our Compensation Committee adopted a revised compensation peer group with the assistance of FW Cook. The changes to the compensation peer group were made to include companies that better align with the Company's operations and business model. The following peer group was used in making compensation decisions for our NEOs during 2024:

Acuity Brands, Inc.	Hubbell Inc.	Masco Corporation
Allegion plc	James Hardie Industries plc	MasterBrand, Inc.
Carlisle Companies Inc.	JELD-WEN Holding, Inc.	Mohawk Industries, Inc.
Fortune Brands Innovations, Inc.	Lennox International, Inc.	Owens Corning
Generac Holdings Inc.	Louisiana-Pacific Corporation	Simpson Manufacturing Co.

The Company's net sales fall between the median and 75^{th} percentile of the peer companies.

CEO Compensation

The Compensation Committee is directly responsible for determining the salary level of the CEO and all awards and grants to the CEO. In September 2021, the Company entered into an employment agreement with our current CEO, Ms. Lee, in connection with her appointment. Ms. Lee's compensation has a strong performance orientation, with annual incentive payouts linked to financial results and Incentive Unit value, as defined in "*Long-Term Incentive Awards under the Equity Plan" in this section,* driven by Company value creation. Ms. Lee's overall compensation package has also been set at a level that we believe provides appropriate differentiation between CEO compensation and the compensation of other executive officers hired from time to time.

Elements of Executive Compensation

The principal elements of compensation provided to our NEOs consist of a base salary, the opportunity to earn a bonus under the Company's Bonus Program and long-term incentive compensation under the Camelot Return Ultimate 2022 Equity Incentive Plan ("Equity Plan").

Base Salary

The Compensation Committee annually reviews base salaries and makes adjustments in light of competitive data regarding a peer group of companies as well as a NEO's responsibilities, experience and performance levels relative to other executives and the potential for making significant contributions in the future, to ensure that salary levels remain appropriate and competitive. Base salary provides the foundation for calculating other benefits such as annual cash bonus and discretionary matching under the 401(k) plan, so the executive's individual performance has a significant impact on both salary and the benefits derived from salary.

Named Executive Officer	2024 Base Salary	
Rose Lee	$	1,150,000
Jeffrey Lee	$	630,000
Alena Brenner	$	486,000
Melissa Jones	$	470,250
Matthew Ackley	$	500,000
Colleen Pritchett	$	500,000

Annual Bonus

Short-term annual cash incentive compensation is provided through our annual cash bonus program (the "Bonus Program"), under which annual cash bonuses may be paid to executives to reward their contributions to our business during the year.

2024 Criteria

The annual bonus plan is based on the plan measures, which include Pro Forma Company Adjusted EBITDA performance, Business Unit Adjusted EBITDA performance (together, "Pro Forma Adjusted EBITDA"), if applicable, and Pro Forma Company or Business Unit Primary Working Capital as a percentage of net sales.

EBITDA is defined as earnings before deducting interest expense, income taxes, depreciation, and amortization. Adjusted EBITDA," represents EBITDA further adjusted for the impact of one-time, irregular, or non-recurring charges or income as identified by management. Management believes Adjusted EBITDA is a better measure of the Company's performance than EBITDA or operating income. Refer to Part II, "*Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations*", under the heading "*Non-GAAP Financial Measures*" in this report, for a detailed calculation of the Company's Adjusted EBITDA and to Part II, "*Item 8. Note 18 — Reportable Segment and Geographical Information*" for a detailed calculation of Business Unit Adjusted EBITDA. Pro Forma Adjusted EBITDA also reflects the impact of companies acquired during the year, adjusted for a full year of performance. "Pro Forma Primary Working Capital" consists of net trade accounts receivable, inventories and accounts payable, adjusted on a pro forma basis to include the impact of companies acquired during the year, adjusted for the full year.

Under the 2024 Bonus Program for Corporate employees including Mses. Lee and Brenner and Mr. Lee, the threshold, target and max of achievement of Pro Forma Company Adjusted EBITDA and Company Pro Forma Primary Working Capital as a percentage of net sales metrics is set based on prior Company performance and anticipated market conditions. Under the 2024 Bonus Program for Business Unit executives including Mses. Jones and Pritchett and Mr. Ackley, the threshold of achievement of Pro Forma Company Adjusted EBITDA, Pro Forma Business Unit Adjusted EBITDA and Pro Forma Business Unit Primary Working Capital as a percentage of net sales metrics is based on prior Company performance and anticipated market conditions.

The payout for threshold levels of achievement, the beginning level at which payouts can be earned, was 50%, and the payout for maximum levels of achievement was 200%. However, payouts for the Pro Forma Primary Working Capital as a percentage of net sales metric were capped at target, 100%, if the Pro Forma Adjusted EBITDA threshold was not met. The Pro Forma Business Unit Adjusted EBITDA must exceed a minimum threshold for Business Unit executives to receive a payout for the Pro Forma Business Units Adjusted EBITDA metric. Our Company believes this plan design keeps employees focused on the most important performance measures and incentivizes achievement of our goals.

For performance at or above the threshold, potential payments under the Bonus Program were made as follows for corporate executives such as Mses. Lee and Brenner and Mr. Lee:

Metric	**Weighting**	**Threshold (50% Earned)**	**Maximum (200% Earned)**
Pro Forma Company Adjusted EBITDA	80%	90% of target	110% of target
Pro Forma Company Primary Working Capital as Percentage of Net Sales	20%	106% of target	94% of target

For performance at or above the threshold, potential payments under the Bonus Program were made as follows for business unit executives such as Mses. Jones and Pritchett and Mr. Ackley:

Metric	**Weighting**	**Threshold (50% Earned)**	**Maximum (200% Earned)**
Pro Forma Company Adjusted EBITDA	30%	90% of target	110% of target
Pro Forma Business Unit Adjusted EBITDA	50%	90% - 94% of target	106% - 110% of target
Pro Forma Business Unit Primary Working Capital as Percentage of Net Sales	20%	106% of target	94% of target

(1) Surface Solutions–U.S. had a Pro Forma Business Unit Adjusted EBITDA target of $218.6 million, Shelter Solutions had a Pro Forma Business Unit Adjusted EBITDA target of $367.9 million and Aperture Solutions–U.S. had a Pro Forma Business Unit Adjusted EBITDA target of $382.5 million.

(2) Surface Solutions–U.S. had a Pro Forma Business Unit Primary Working Capital as a percentage of net sales target of 21.1%, Shelter Solutions had a Pro Forma Business Unit Primary Working Capital as a percentage of net sales target of 16.5% and Aperture Solutions–U.S. had a Pro Forma Business Unit Primary Working Capital as a percentage of net sales target of 12.7%.

Adjusted Company and Business Unit EBITDA and Company and Business Unit Primary Working Capital as a percentage of net sales between these three levels is determined by linear interpolation.

2024 Bonus Earned

In 2024, each NEO was assigned a target annual bonus equal to a percentage of his or her base salary, as set forth in the table below. See "*Executive Compensation — Narrative to the Summary Compensation Table and Grants of Plan-Based Awards Table — Employment Agreements.*"

For corporate executives such as Mses. Lee and Brenner and Mr. Lee during 2024, the Company achieved Pro Forma Company Adjusted EBITDA of $626.1 million against target Company Pro Forma Adjusted EBITDA of $917.9 million and Company Primary Working Capital of 18.2% of net sales against a target working capital of 15.61% of net sales. This achievement level corresponded to a bonus payout at 0.0% of the portion of the target annual bonus based on Company Pro Forma Adjusted EBITDA, and a bonus payout at 0.0% of the portion of the target annual bonus based on Primary Working Capital, resulting in a total payout at 0.0% of target bonus levels. Mses. Jones and Pritchett and Mr. Ackley's bonus also included a measure of business unit performance. Coupled with the Company achievement metrics noted above as part of the business unit bonus program, Ms. Jones achieved a total payout of 38.1% of target, Mr. Ackley achieved a payout at 0.0% of target and Ms. Pritchett achieved a total payout at 0.0% of target.

The Compensation Committee did not revise or reset performance goals during the year, nor did it exercise any discretion to increase or decrease these payout levels, resulting in the bonuses shown in the following table.

Named Executive Officer	2024 Target Bonus % Salary	2024 Target Bonus ($)	2024 % of Target Earned	2024 Bonus Earned ($)
Rose Lee	125	1,437,500	—	—
Jeffrey Lee	90	567,000	—	—
Alena Brenner	75	364,500	—	—
Melissa Jones	75	352,688	38	135,235
Matthew Ackley	75	375,000	—	—
Colleen Pritchett	75	184,426	—	—

Long-Term Incentive Compensation

In October 2022, our Parent Board adopted the Equity Plan, under which each of our NEOs received a one-time grant of equity interests that will allow them to receive a return based upon the appreciation of the Partnership's equity value from the date of grant as described below.

We believe that equity awards to our NEOs must be sufficient in size to provide a strong, long-term performance and retention incentive for executives and to increase their vested interest in the Company and the Partnership. The value of the equity awards granted to NEOs is based on the individual's strategic role in generating long-term value creation for the Company and the Partnership.

Long-Term Incentive Awards under the Equity Plan

Our NEOs participate in the Equity Plan. The Equity Plan was adopted to promote the long-term growth and profitability of the Partnership and its subsidiaries, including the Company, by providing those persons who are involved with the growth of the Partnership and its subsidiaries a grant of Class B Profit Units ("Incentive Units") in the Partnership, thereby encouraging such persons to contribute to and participate in the success of the Partnership and its subsidiaries, including the Company. Each Incentive Unit represents a conditional right to receive distributions from Camelot Parent in excess of the "participation threshold" of the Incentive Unit (as set forth in grant documentation). The Parent Board believed the best way to encourage NEOs to contribute and participate in the success of the Partnership and the Company was to provide a grant of Incentive Units to our NEOs with a significant vesting period and, at the same time, provide the opportunity to purchase Class A-2 Profit Units in the Partnership. Therefore, in October 2022, our NEOs were granted Incentive Units and were also offered the opportunity to purchase Class A-2 Profit Units in the Partnership under the Equity Plan.

At the end of 2024, the Parent Board was comprised of Ms. Lee and Messrs. Donnelly, Krenicki, Sleeper and Young. Ms. Lee did not participate in any discussions with the Parent Board related to the grant of Incentive Units to herself. All grants made under the Equity Plan have been and will in the future be in the form of Class A-2 Profit Units and Class B Profit Units in the Partnership.

None of the NEOs were granted Incentive Units during 2024.

Vesting Terms Applicable to Incentive Units

To incentivize retention, the Incentive Units vest in five equal annual installments over five years, subject, in each case, to the NEO's continued employment or service with the Company through the applicable vesting date. The Incentive Units (both vested and unvested) are subject to forfeiture if the NEO's employment is terminated with cause (as defined in the Equity Plan) or if the NEO fails to comply with confidentiality, non-competition, non-solicitation, non-disparagement, and other restrictive covenants under the Equity Plan, and unvested Incentive Units are subject to forfeiture in the event of the NEO's termination of employment by the Company without cause or upon the NEO's resignation for any reason. The Incentive Units also provide for accelerated vesting of any unvested portion of Incentive Units upon the consummation of a sale of the

Partnership in certain circumstances or in the case of the NEO's death or disability. See "*Executive Compensation – Potential Payments upon Termination or Change in Control – Equity Incentive Awards.*"

Retirement Benefits

Our executive officers, including our NEOs, are eligible to participate in our tax-qualified 401(k) plan. Under the plan, the Company provides matching contributions up to 4% of the NEO's contributions to the plan, subject to a limit of $345,000 per year in 2024.

In addition, we believe that benefit programs that address the unique circumstances of executives in light of limitations imposed on benefits payable from qualified welfare, profit-sharing and retirement plans are critical in attracting and retaining quality executives. Therefore, we have adopted a Deferred Compensation Plan that allows key employees to elect to defer a portion of their annual salary and annual cash bonus, subject to certain specified maximum deferral amounts. As of December 31, 2024, none of our NEOs elected to participate. See "*Compensation — Nonqualified Deferred Compensation.*"

Other Compensation

Employment Agreements, Separation Agreement and Termination Benefits

The Company has entered into employment agreements with certain NEOs. The descriptions herein pertain to their employment agreements as in effect during 2024. The initial terms of Mses. Lee's and Brenner's and Mr. Lee's employment agreements have expired, and each such agreement has been automatically extended for a period of one year. The employment agreements generally provide for a base salary, target annual bonus and long-term incentive opportunities. In addition, the employment agreements include restrictive covenants, including confidentiality, non-competition, non-solicitation and non-disparagement covenants. See "*Executive Compensation – Potential Payments upon Termination or Change in Control – Employee Agreements.*"

The employment agreements, Severance Plan, and certain other compensation arrangements of the Company include provisions providing for special payments or benefits upon specified termination events or in connection with the occurrence of a change in control of the Company. However, these arrangements do not include "gross-ups" for golden parachute excise taxes or other taxes. We believe that these termination and change in control benefits provide covered NEOs an incentive to act in the Company's best interest during a change-in-control transaction despite the risk of losing their jobs or a significant change in the nature of their benefits and responsibilities. We also believe that, in some cases, our termination and change in control benefits are necessary to attract and retain certain executives. For a description of the terms of the employment agreements, consulting agreements, Severance Plan and severance agreements and the termination-related provisions of our equity awards, see "*Executive Compensation — Potential Payments upon Termination or Change in Control*."

Perquisites and Personal Benefits

We offer limited perquisites or personal benefits to our NEOs. We provide certain financial planning services and, on occasion, entertainment related expenses (e.g., concert tickets) for certain employees, including some of our NEOs.

Gross-Ups

With the exception of limited, one-time tax indemnification in connection with the incurrence of relocation expenses under our relocation policy, the Company generally does not provide for any tax assistance or "gross-ups" for any of its executives.

Clawback Policy

The Company has a clawback policy (the "Clawback Policy") to better align our compensation practices with the Company's interests by providing a mechanism to recover cash, stock or other incentive compensation in certain circumstances if a covered employee commits fraud or misconduct, or if the incentive compensation was based on inaccurate financial information resulting from fraud, misconduct or gross negligence.

Our Clawback Policy allows recovery of all forms of compensation paid to covered employees pursuant to any incentive-based compensation plan, if (i) the Company is required to prepare a material accounting restatement due to noncompliance with any financial reporting requirement under the U.S. securities laws, and such noncompliance is the result of the fraud, misconduct or gross negligence of a covered employee, or (ii) a covered employee has committed fraud or misconduct (regardless of whether a restatement occurs). Examples of "misconduct" under the policy include material acts of dishonesty or misrepresentation, acts constituting "cause" under the terms of a covered employee's employment agreement, acts or omissions that could reasonably be expected to cause financial or reputational harm to the Company, and material violations of Company policy.

The Clawback Policy, which covers all current and former executive officers (including the NEOs), applies to all incentive compensation that is earned or vested after the date the policy was adopted (regardless of when granted). Upon a determination that the Clawback Policy will be applied, the Board may recover, (i) in the case of fraud or misconduct, up to the amount of incentive compensation received in any of the three completed fiscal years prior to the fiscal year in which the Board determines that the executive officer committed conduct giving rise to recoupment under the policy, and (ii) in the case of a material accounting restatement, up to the amount of incentive compensation received in any of the three completed fiscal years ending with (and inclusive of) the fiscal year subject to such restatement. The Board, with input from the Compensation Committee and the Audit Committee, has sole discretion to determine whether and how to apply the Clawback Policy. In determining whether to recover compensation, the Board may take into account any and all factors that it determines to be appropriate and relevant under the circumstances, including the likelihood and costs of recovery, compliance with applicable law, the ability of the executive officer to repay such amount, the tax consequences of the original payment and/or the recoupment to the executive officer (including whether recoupment shall be on a pre-tax or post-tax basis), and any other potentially adverse consequences for the Company or the executive officer arising from seeking enforcement of the policy.

Compensation Committee Interlocks and Insider Participation

During 2024, no member of the Compensation Committee served as an executive officer of the Company, and, except as described in "Transactions with Related Persons" below, no such person had any relationship with the Company requiring disclosure herein. During 2024, there were no Compensation Committee interlocks with other companies.

In 2024, the Company did not grant stock options, stock appreciation rights, or similar instruments and has no policies or practices to disclose pursuant to Item 402(x)(1) of Regulation S-K.

Compensation Committee Report

The Compensation Committee has reviewed and discussed the above CD&A with management and, based on such review and discussions, the Compensation Committee recommended to the Board that the CD&A be included in this Annual Report.

MARCIA AVEDON, Chair
WILBERT JAMES, JR.
JOHN KRENICKI, JR.
TYLER YOUNG

Executive Compensation

2024 Summary Compensation Table

The following table shows information regarding the total compensation paid to the NEOs for each of our last three completed fiscal years. The compensation reflected for each individual was for their services provided in all capacities to us.

Name & Principal Position	Year	Salary ($)	Bonus ($)[(1)]	Stock Awards ($)	Option Awards ($)[(2)]	Non-Equity Incentive Plan Compensation ($)[(3)]	All Other Compensation ($)[(4)]	Total ($)
Rose Lee	2024	1,150,000	4,296,266	—	—	—	35,213	5,481,479
President and Chief Executive Officer	2023	1,051,923	2,135,617	—	—	13,182,745	162,395	16,532,680
	2022	1,000,000	2,135,610	—	9,952,000	1,920,000	27,281	15,034,891
Jeffrey Lee	2024	630,000	1,860,487	—	—	—	35,511	2,525,998
Executive Vice President and Chief Financial Officer	2023	625,385	3,633,506	—	—	4,452,053	30,590	8,741,534
	2022	600,000	1,778,321	—	4,976,000	10,749,171	29,572	18,133,064
Alena Brenner	2024	477,000	726,668	—	—	—	41,296	1,244,964
Executive Vice President, General Counsel and Corporate Secretary	2023	450,000	438,624	—	242,955	1,442,263	30,482	2,604,324
	2022	415,385	—	—	1,244,000	540,000	33,221	2,232,606
Melissa Jones	2024	465,188	668,944	—	—	135,235	33,005	1,302,372
President, Surface Solutions–U.S.		—	—	—	—	—	—	—
Matthew Ackley	2024	487,500	516,807	—	—	—	32,806	1,037,113
President, Shelter Solutions	2023	442,308	84,747	—	—	804,082	32,717	1,363,854
Colleen Pritchett	2024	250,000	484,404	—	—	—	650,157	1,384,561
Former President, Aperture Solutions–U.S.		—	—	—	—	—	—	—

(1) For 2024, for Mses. Lee and Brenner and Messrs. Lee and Ackley, the amounts in the column represent time-vesting cash-based amounts received in exchange for options and restricted stock unit ("RSU") awards granted under our prior equity incentive plan that vested during the year, as set forth in the table below. These awards are described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Named Executive Officer	Replacement Option Awards ($)	Replacement RSU Awards ($)	Dividends on Incentive Unit Awards	Non-Performance Bonus Awards ($)	Total ($)
Rose Lee	629,921	1,506,164	2,160,181	—	4,296,266
Jeffrey Lee	321,795	229,492	1,309,200	—	1,860,487
Alena Brenner	131,061	307,583	288,024	—	726,668
Melissa Jones	—	—	418,944	250,000	668,944
Matthew Ackley	—	84,771	432,036	—	516,807
Colleen Pritchett	—	—	484,404	—	484,404

(2) The Company believes that, despite the fact that the Incentive Units do not require the payment of an exercise price, they are most similar economically to stock appreciation rights or stock options, and as such, they are properly classified as “options” under the definition provided in Item 402 of Regulation S-K as an instrument with an “option-like feature.” The amounts disclosed in this column are computed using acceptable valuation methodologies in accordance with FASB ASC Topic 718 under U.S. GAAP.

(3) The items comprising “Non-Equity Incentive Plan Compensation” for 2024 are:

Named Executive Officer	Bonus Program ($)	Total ($)
Rose Lee	—	—
Jeffrey Lee	—	—
Alena Brenner	—	—
Melissa Jones	135,235	135,235
Matthew Ackley	—	—
Colleen Pritchett	—	—

Any amounts under the Bonus Program will be paid out in 2025. See “*Executive Compensation — Compensation Discussion & Analysis — Annual Bonus.*”

(4) The items comprising “All Other Compensation” for 2024 are:

Named Executive Officer	Perquisites and Other Personal Benefits ($)[(a)]	Tax Reimbursements ($)[(b)]	Contributions to Defined Contribution Plans ($)[(c)]	Insurance Premiums ($)[(d)]
Rose Lee	15,737	—	13,800	5,676
Jeffrey Lee	18,718	—	13,800	2,993
Alena Brenner	24,799	2,733	13,044	720
Melissa Jones	18,485	—	13,800	720
Matthew Ackley	18,526	—	13,800	480
Colleen Pritchett	635,681	55	13,800	621

(a) Ms. Lee and Mr. Lee received financial planning services. For Ms. Brenner, the amount in this column reflects and receipt of financial planning services and relocation services. Ms. Jones and Mr. Ackley’s amounts primarily reflects financial planning services. For Ms. Pritchett, the amount in this column reflects severance and relocation services.

(b) Amount in this column reflects a tax gross-up in connection with Mses. Brenner and Pritchett’s relocation expenses.

(c) Amounts in this column reflects Company 401(k) matching contributions.

(d) Amounts in this column reflects the taxable value of a life insurance benefit.

2024 Grants of Plan-Based Awards Table

The following table sets forth information concerning grants of awards to each of the Named Executive Officers during 2024.

Named Executive Officer	Grant Date	Award Type	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			All Other Stock Awards; Number of Shares of Stock or Units (#)	All Other Option Awards: Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards ($)[(2)]	Grant Date Fair Value of Stock and Option Awards ($)[(3)]
			Threshold ($)	Target ($)	Maximum ($)				
Ms. Lee		Bonus Program[(1)]	718,750	1,437,500	2,875,000	—	—	—	—
		Incentive Unit	—	—	—	—	—	—	—
Mr. Lee		Bonus Program[(1)]	283,500	567,000	1,134,000	—	—	—	—
		Incentive Unit	—	—	—	—	—	—	—
Ms. Brenner		Bonus Program[(1)]	182,250	364,500	729,000	—	—	—	—
		Incentive Unit	—	—	—	—	—	—	—
Ms. Jones		Bonus Program[(1)]	176,344	352,688	705,376	—	—	—	—
		Incentive Unit	—	—	—	—	—	—	—
Mr. Ackley		Bonus Program[(1)]	187,500	375,000	750,000	—	—	—	—
		Incentive Unit	—	—	—	—	—	—	—
Ms. Pritchett		Bonus Program[(1)]	93,750	187,500	375,000	—	—	—	—
		Incentive Unit	—	—	—	—	—	—	—

(1) Represents threshold, target and maximum amounts potentially payable under the Company’s Bonus Program for 2024. Amounts reflect pro-rated adjustments for separation date for Ms. Pritchett. See “Executive Compensation — Compensation Discussion & Analysis — Annual Bonus.”

(2) The Company believes that, despite the fact that the Incentive Units do not require the payment of an exercise price, they are most similar economically to stock appreciation rights or stock options, and as such, they are properly classified as "options" under the definition provided in Item 402 of Regulation S-K as an instrument with an "option-like feature." The Incentive Units do not have an "exercise price" in the same sense that a true stock option award would have an exercise price. Instead, each Incentive Unit has a "hurdle price" or "threshold" associated with the award. Each Incentive Award will entitle the holder to receive distributions only if the aggregate distributions made by Management Holdings in respect of each common unit issued and outstanding on or prior to date of the grant of the incentive unit exceeds the hurdle price or threshold. The figure reflected in this column is the threshold assigned to each Incentive Unit and were set at the time of grant.

(3) The amounts disclosed in this column are computed using acceptable valuation methodologies in accordance with FASB ASC Topic 718 under U.S. GAAP.

Narrative to the Summary Compensation Table and Grants of Plan-Based Awards Table

Employment Agreements

The Company has entered into employment agreements with certain of its NEOs. For a description of the material terms of the employment agreements and for a discussion of enhanced severance benefits upon certain terminations in connection with a change in control of the Company, see "*Executive Compensation — Potential Payments Upon Termination or Change in Control — Employment Agreements*."

Long-Term Incentive Awards

As described above, the Company did not make grants of long-term incentives to our NEOs in 2024. See "*Executive Compensation — Compensation Discussion & Analysis — Long-Term Incentive Awards under the Equity Plan*."

Outstanding Equity Awards at Year-End

The following table sets forth information concerning unvested awards for each NEO as of December 31, 2024.

	Option Awards[1]				
Named Executive Officer	**Number of Securities Underlying Unexercised Options Exercisable (#)**	**Number of Securities Underlying Unexercised Options Unexercisable (#)**	**Option Exercise Price ($)**	**Option Expiration Date**	**Grant Award Date**
Ms. Lee	80,000	120,000	100.00	N/A	10/7/2022
Mr. Lee	40,000	60,000	100.00	N//A	10/7/2022
Ms. Brenner	10,000	15,000	100.00	N/A	10/7/2022
	1,000	4,000	100.00	N/A	2/22/2023
Ms. Jones	16,000	24,000	100.00	N/A	10/7/2022
Mr. Ackley	16,000	24,000	100.00	N/A	10/7/2022

(1) On October 7, 2022 and during 2023, certain NEOs received a grant of Incentive Units in the Partnership. The Incentive Units provide the holder with the opportunity to receive, upon certain events, a return based upon the appreciation of the Partnership's equity value from the date of the grant. The Incentive Units do not require the payment of an exercise price, nor do they have an expiration date; however, they only entitle the holder thereof to receive value if and to the extent the underlying security appreciates in value following the grant of the award. Because of this appreciation feature, the Company believes profits interest awards are economically similar to stock options or stock appreciation rights for purposes of the SEC disclosure rules.

Pension Benefits

We do not sponsor or maintain any plans that provide for specified retirement payments or benefits, such as tax-qualified defined benefit plans or supplemental executive retirement plans, for our NEOs.

Nonqualified Deferred Compensation

Certain employees and non-employee directors of the Company selected by the Compensation Committee are eligible to participate in the Company's nonqualified deferred compensation plan ("DCP"). The DCP is a nonqualified retirement plan created to provide specified benefits to our highly compensated employees and directors. The DCP allows employees to defer up to 80% of their annual salaries and up to 90% of their annual cash bonuses, and allows the Company's non-employee directors to defer up to 100% of their annual retainer fees, until a specified date in the future, including at or after retirement. None of our NEOs participated in the DCP during 2024.

Potential Payments upon Termination or Change in Control

We describe below certain payments and benefits that would be received by our NEOs upon specified terminations of their employment, and upon a change in control of the Company, under the employment agreements to which we and our NEOs are parties and under the Severance Plan, as well as under our Incentive Plan and the outstanding equity awards as of the end of 2024. Certain NEOs that do not have employment agreements participate in the Severance Plan, which has similar terms relating to potential payments upon termination or change of control, as described below.

Employment Agreements and Severance Plan

Pursuant to terms of an employment agreement with the Company or in the Severance Plan, each of our NEOs is eligible for severance payments and termination benefits upon a future termination of an NEO's employment that is a qualifying termination (i.e., upon termination by the Company without "cause" or by the employee with "good reason"), both prior to and following a change in control of the Company. Severance payments and termination benefits are also payable upon a qualifying termination of an NEO that does not occur during a potential change in control period or within two years following a change in control of the Company.

Where a qualifying termination occurs, other than during a potential change in control period and other than within two years following a change in control of the Company, each employment agreement or, where applicable, the severance plan, provides (or provided) for (i) payment of one times (two times, in the case of Ms. Lee) the NEO's then-current base salary, payable in equal installments on regular payroll dates over the course of the one-year period (two-year period, in the case of Ms. Lee) immediately following the date of termination, (ii) a prorated annual bonus based on actual performance in the year of termination, (iii) a maximum of twelve months of continued medical and dental coverage (under COBRA at the active-employee rate and at the coverage levels in effect as of the date of termination) in the case of Ms. Lee, a lump sum cash payment equal to eighteen months of the premium cost of family medical and dental coverage at the active-employee rate) and (iv) in the case of Ms. Lee, payment of two times their target annual bonus payable in equal installments over two years (each, a "Qualifying Termination Severance Package").

In connection with a qualifying termination during a potential change in control period or within two years following a change in control of the Company, the Severance Plan and Mr. Lee's and Ms. Brenner's employment agreements provide for (i) payment of one times the NEO's then-current base salary (payable in equal installments on regular payroll dates over the course of the one-year period under the Severance Plan, or, for Mr. Lee and Ms. Brenner to the maximum extent practicable, in a lump sum), (ii) an additional lump-sum cash severance payment in an amount equal to the sum of (x) one times the NEO's then-current base salary and (y) two times the NEO's target annual bonus for the fiscal year in which the termination occurs, (iii) a pro-rated annual bonus payment based on actual performance in the year of termination and (iv) an additional six months (for a maximum of eighteen months) of continued COBRA coverage.

In April 2024, we amended the Severance Plan and each of the employment agreements to revise the definition of "change in control." Prior to the amendment, a change in control would occur if: (A) any person becomes the beneficial owner of 25% or more of the combined voting power of Cornerstone Building Brands, (B) as a result of, or in connection with, a tender or exchange offer, merger or other business combination, persons who were directors immediately before the transaction cease to constitute the majority of the Board, (C) the Company is merged or consolidated with another company or transfers substantially all of its assets to another company and, as a result, either (i) less than 50% of the outstanding voting securities of the resulting company are owned in the aggregate by former Cornerstone Building Brands stockholders or (ii) 50% or more of the outstanding voting securities of the resulting company continue to be owned in the aggregate by former Cornerstone Building Brands stockholders but other than in substantially the same relative proportions as immediately prior to the transaction, or (D) a tender or exchange offer is made for 25% or more of the combined voting power of the Company. The April 2024 amendment increased the thresholds in parts (A) and (D) of this definition from 25% to 50%. In connection with this amendment, we implemented a transition period under the Severance Plan and employment agreements, providing for an additional three months of base salary if a participant's termination of employment occurs within the first year following the amendment.

To the extent payments to a NEO under an employment agreement constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code, the payments to be received by the NEO may be reduced to the extent a reduction in the payment amount would put the officer in a better after-tax position than he or she would be in if the excise tax under Section 4999 were imposed on such payments.

Ms. Pritchett's Separation

In June 2024, Colleen Pritchett, Former President, Aperture Solution–U.S, separated from the Company.

Ms. Pritchett received the severance benefits pursuant Severance Plan that are payable upon a non-change in control ("CIC") Qualifying Termination (as defined in the Severance Plan). See *"Employment Agreements and Severance Plan."*

In connection with her departure, Ms. Pritchett also provided consulting and advisory services through July 25, 2024, and her services during this period were treated as service for purposes of vesting in the value of her dividend awards that vested through July 25, 2024.

Equity Incentive Awards

Upon a sale of the Partnership, all outstanding and unvested Incentive Units will become fully vested and participate in proceeds from such sale unless certain conditions specified in the Equity Plan are met, including the replacement of such Incentive Units with alternative awards having substantially equivalent or better terms.

Termination Payments

The following table estimates the value of the payments and benefits that each of our NEOs would receive their employment terminated on December 31, 2024 under the circumstances shown and making the following assumptions. The table excludes (i) amounts accrued through the end of 2024 that would be paid in the normal course of continued employment, such as accrued but unpaid salary and (ii) benefits generally available to all of our salaried employees.

Named Executive Officer	Benefit	Termination for Cause ($)	Termination Without Good Reason by Executive (including Retirement)[1] ($)	Termination Without Cause or by Executive for Good Reason[2] ($)	Change in Control ($)	Change in Control followed by Termination Without Cause or by Executive for Good Reason[3] ($)	Disability[4] ($)	Death[4] ($)
Ms. Lee	Non-CIC Severance	—	—	5,205,528	—	5,493,028	—	—
	Life Insurance	—	—	—	—	—	—	1,150,000
Mr. Lee	Non-CIC Severance	—	—	807,852	—	2,582,028	—	—
	Life Insurance	—	—	—	—	—	—	630,000
Ms. Brenner	Non-CIC Severance	—	—	620,451	—	1,841,926	—	—
	Life Insurance	—	—	—	—	—	—	486,000
Ms. Jones	Non-CIC Severance	—	135,235	743,400	—	1,929,201	135,235	135,235
	Life Insurance	—	—	—	—	—	—	470,250
Mr. Ackley	Non-CIC Severance	—	—	641,058	—	1,899,087	—	—
	Life Insurance	—	—	—	—	—	—	500,000
Ms. Pritchett[5]	Non-CIC Severance	—	—	645,352	—	1,905,528	—	—
	Life Insurance	—	—	—	—	—	—	500,000

(1) Amounts reflect prorated annual bonus based on actual performance. Refer to section titled "2024 Bonus Earned" for additional information.
(2) Amounts include those payments described above as the Qualifying Termination Severance Package and vesting of performance-based awards based on the Company's performance at the end of the applicable performance period on a pro-rata basis commensurate with the time employed prior to departure.
(3) For Ms. Lee, the amounts equals the payment that would occur for a termination without cause or by executive for good reason as well as the accelerated vesting of all time-based awards. For all other Named Executive officers, the amount equals the payment that would occur for a termination without cause or by executive for good reason plus (i) an additional lump-sum cash severance payment in an amount equal to the sum of (x) one times the NEO's then-current base salary and (y) two times the NEO's target annual bonus, (ii) accelerated vesting of all time-based awards.
(4) Amounts include (i) prorated annual bonus based on actual performance and (ii) accelerated vesting of all time-based awards. In the case of death, the amounts also include life insurance proceeds and vesting of performance-based awards based on the Company's performance at the end of the applicable performance period on a pro-rata basis commensurate with the time employed prior to departure.
(5) Ms. Pritchett departed from the Company on June 28, 2024. Ms. Pritchett received the severance benefits that are payable upon termination of Ms. Pritchett for "Good Reason" which included a base salary of $500,000, prorated annual cash bonus through the separation date of June 28, 2024, and COBRA continuation coverage for 12 months valued at $20,352.

Pay Ratio Disclosure

Pursuant to Item 402(u) of Regulation S-K and Section 953(b) of the Dodd-Frank Act, presented below is the ratio of the annual total compensation of our CEO, Ms. Lee, compared to the annual total compensation of our median employee (excluding Ms. Lee).

The ratio presented below is a reasonable estimate calculated in a manner consistent with Item 402(u). The SEC's rules for identifying the median employee and calculating the pay ratio based on that employee's annual total compensation allow companies to adopt a variety of methodologies, to apply certain exclusions, and to make reasonable estimates and assumptions that reflect their employee populations and compensation practices. As a result, the pay ratio reported by other companies may not be comparable to the pay ratio reported below, as other companies have different employee populations and compensation practices and may utilize different methodologies, exclusions, estimates, and assumptions in calculating their own pay ratios.

In accordance with SEC requirements, we determined that there have been no changes to our employee population or compensation arrangements in 2024 that we believe would significantly affect our pay ratio disclosure.

We identified our median employee from all full-time and part-time workers who were included as employees on our payroll records as of a determination date of December 31, 2024. The median was identified using base pay, overtime and bonuses. International employees' pay was converted to U.S. dollar equivalents using exchange rates as of the determination date.

The total compensation earned by Ms. Lee during 2024, as determined under Item 402 of Regulation S-K, was $5,481,479. The total compensation earned during the same period by our median employee, as determined under Item 402 of Regulation S-K, was $52,552. The ratio of Ms. Lee's total compensation to our median employee's total compensation for 2024 is 104:1.

Director Compensation

Directors of the Company who are also employees of the Company do not receive additional compensation for their service as directors. Non-employee directors of the Company receive compensation in addition to reimbursement for expenses incurred to attend and/or participate in meetings. In 2024, each non-employee director received an annual retainer fee, and certain non-employee directors receive additional annual retainer fees for their service as committee chairs, as set forth in the following table:

Role	Annual Retainer Fee ($)
All Non-Employee Directors	110,000
Audit Committee Chair	22,500
Compensation Committee Chair	17,000

In addition, in August 2024, each non-employee director received Incentive Units having an aggregate fair market value of $50,255. These Incentive Units will vest on the earlier of (a) July 25, 2025 and (b) the date the relevant director is unable to stand for re-election due to mandatory retirement under our Corporate Governance Guidelines.

As a result of their affiliation with CD&R, Messrs. Donnelly, Krenicki, Sleeper and Young did not receive any of the compensation offered to other non-employee directors, except for reimbursement of expenses incurred to attend or participate in meetings.

Our non-employee directors are also eligible to participate in our DCP and may elect to defer a portion of their annual retainer fees, subject to certain specified maximum deferral amounts. None of our directors participated in the DCP during 2024. See "*Executive Compensation — Nonqualified Deferred Compensation*" for additional details regarding the terms of the DCP.

2024 Director Compensation Table

The following table provides information concerning the compensation of our non-employee directors during 2024.

Name	Fees Earned or Paid in Cash ($)(1)(2)	Stock Awards ($)	Incentive Unit Awards ($)(3)	Dividends on Incentive Unit Awards	Total ($)
Marcia Avedon	82,500	—	50,255	—	132,755
Jake Donnelly		—	—	—	—
Wilbert James, Jr.	110,000	—	50,255	109,973	270,228
Daniel Janki	132,500	—	50,255	57,605	240,360
John Krenicki		—	—	—	—
Timothy O'Brien	110,000	—	50,255	57,605	217,860
Nathan Sleeper		—	—	—	—
Tyler Young		—	—	—	—

(1) Includes amounts earned during 2024 with respect to annual retainer fees and supplemental retainer fees for Committee Chairs.

(2) Messrs. Donnelly, Krenicki, Sleeper and Young are not eligible to receive this compensation as employees or partners of CD&R.

(3) The Company believes that, despite the fact that the Incentive Units do not require the payment of an exercise price, they are most similar economically to stock appreciation rights or stock options, and as such, they are properly classified as "options" under the definition provided in Item 402 of Regulation S-K as an instrument with an "option-like feature." The amounts disclosed in this column are computed using acceptable valuation methodologies in accordance with FASB ASC Topic 718 under U.S. GAAP.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

Security Ownership of Certain Beneficial Owners and Management

After the closing of the Merger, Camelot Parent became the indirect owner of all the outstanding shares of Company common stock that CD&R did not already own. As a result, all of the issued and outstanding shares of Company common stock is owned by Camelot Parent. None of our officers or directors beneficially own shares of Company common stock.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

Director Independence

At the closing of the Merger, the Company delisted its common stock on the NYSE. As a result, the Company is no longer required to comply with the NYSE's corporate governance requirements, including the requirement that a majority of its Board be comprised of independent directors. Following the Merger and the removal of our common stock from listing on the NYSE, the Company is no longer subject to the independence requirements for its Board or Board committees. If the Company were subject to the listing standards of the NYSE, we believe that each of Ms. Avedon and Messrs. James, Janki and O'Brien could be determined to be "independent" as defined by the listing standards of the NYSE.

Our Board met five times during 2024. Each of our directors attended 75% or more of the aggregate of the total number of meetings of our Board held during the period in which they were a director and the total number of meetings held by all board committees on which they served during the periods that they served.

Our non-management directors meet without the presence of management at regularly scheduled executive sessions. These executive sessions typically occur before or after regularly scheduled meetings of our Board. The presiding director of these executive sessions is the Chair of the Board.

Transactions with Related Persons

Policies and Procedures

The Nominating and Corporate Governance Committee has approved and adopted a written statement of policy and procedures with respect to related party transactions. This policy covers the review, approval or ratification of transactions between us and “related parties” (generally, directors, executive officers and their immediate family members, beneficial owners of 5% or more of any class of our securities, and any entity in which any such persons are employed, are principals, partners or hold a similar position or in which they have a beneficial interest of 5% or more). The policy generally requires that any related party transaction be approved by the Nominating and Corporate Governance Committee or its Chair in advance of the consummation or material amendment of the transaction, subject to exceptions. Under the policy, prior to entering into a related party transaction, a related party must make full written disclosure of all of the facts and circumstances relating to the transaction to our Chief Financial Officer or General Counsel, who must assess this information and decide whether it is a related party transaction. If either of the Chief Financial Officer or General Counsel makes this determination, they must submit the transaction to the Nominating and Corporate Governance Committee or to its Chair for approval in advance of the transaction or for ratification on a periodic basis, in each case at the discretion of the Chief Financial Officer or General Counsel.

Item 14. Principal Accounting Fees and Services.

Our Independent Registered Public Accounting Firm and Audit Fees

In January 2024, the Audit Committee approved the appointment of Deloitte & Touche LLP as our independent registered public accountant. Grant Thornton LLP was the auditor in 2023.

The following is a description of the professional services performed and the fees billed by Deloitte & Touche LLP and Grant Thornton LLP (in thousands):

	Deloitte & Touche LLP	Grant Thornton LLP
	December 31, 2024	December 31, 2023
Audit fees(1)	$ 2,753	$ 2,634
Audit-related fees(2)	2	—
Tax fees(3)	880	—
Total	$ 3,635	$ 2,634

(1) Audit fees consisted of fees and expenses billed by Deloitte associated with the annual audit of our annual financial statements, review of the financial statements contained in our quarterly reports on Form 10-Q and assistance regarding other SEC filings. In addition, the audit fees billed in 2024 included incremental fees for audit procedures that resulted from the Company’s acquisitions.
(2) Fees for audit-related services billed in 2024 consisted of procedures relating to the Company’s debt.
(3) Tax fees encompass a variety of permissible tax services, primarily including tax advice related to federal, state and international income tax compliance.

Deloitte & Touche LLP and Grant Thornton LLP did not perform any tax or other services that impaired their independence in 2024 or 2023, respectively.

Pre-Approval Policies and Procedures for Audit and Non-Audit Services

The Audit Committee has developed policies and procedures concerning its pre-approval of the performance of audit and non-audit services for us by Deloitte & Touche LLP. These policies and procedures provide that the Audit Committee shall have the sole authority to pre-approve all audit, audit-related and non-audit or tax services (including the fees and terms thereof) to be performed for us by Deloitte & Touche LLP, subject to the de minimis exception for non-audit services described in Section 10A(i)(1)(B) of the Exchange Act that are approved by the Audit Committee before the completion of the audit. In pre-approving all audit services and permitted non-audit services, the Audit Committee or a delegated member must consider whether the provision of such services is compatible with maintaining the independence of Deloitte & Touche LLP and its status as our independent auditors.

The Audit Committee must specifically preapprove the terms of Deloitte & Touche LLP's annual audit services engagement. The Audit Committee may, pursuant to its pre-approval policy and Section 10(i)(3) of the Exchange Act, delegate to one or more of its members the authority to consider and pre-approve between quarterly meetings of the Audit Committee management proposals for the engagement of Deloitte & Touche LLP to perform audit and non-audit services for annual fees of up to an aggregate of $100,000 (or such greater amount as authorized by the Audit Committee), provided that those pre-approvals are presented to the entire Audit Committee at its next regularly scheduled meeting. Management proposals arising between quarterly Audit Committee meetings are presented for pre-approval to the Chair of the Audit Committee, and in the event of the Chair's unavailability, to another member of the Audit Committee.

All of the services performed by Deloitte & Touche LLP in 2024 were approved in advance by the Audit Committee pursuant to the foregoing pre-approval policy and procedures. Additionally, during 2024, Deloitte & Touche LLP did not provide any services prohibited by the Sarbanes-Oxley Act of 2002.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) List of documents filed as part of this Annual Report:

1. Financial Statements

The following Consolidated Financial Statements, as well as the Reports of Independent Registered Public Accounting Firm, are included in Part II Item 8 of this report:

2. Financial Statement Schedules

All financial statement schedules have been omitted because they are inapplicable, not required, or the information is included elsewhere in the Consolidated Financial Statements or Notes thereto.

3. Exhibits

See the list of Exhibits on the accompanying Index of Exhibits included in Item 15(b) of this Form 10-K.

(b) Index to Exhibits

2.1	Indemnification Agreement, dated as of April 12, 2018, by and between Pisces Parent, LLC, Ply Gem Industries, Inc., Atrium Windows and Doors, Inc., CD&R Pisces Holdings, L.P., Clayton, Dubilier & Rice Fund X, L.P., Clayton, Dubilier & Rice Fund X-A.L.P., and Clayton, Dubilier & Rice, LLC (filed as Exhibit 2.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022 and incorporated by reference herein)
2.2	Agreement and Plan of Merger, dated as of March 5, 2022, by and among Camelot Return Intermediate Holdings, LLC, Camelot Return Merger Sub. Inc., and Cornerstone Building Brands, Inc. (filed as Exhibit 2.1 to the Company's Current Report on Form 8-K dated March 7, 2022 and incorporated by reference herein)
3.1	Amended and Restated Certificate of Incorporation of Cornerstone Building Brands, Inc. (filed as Exhibit 3.1 to the Company's Current Report on Form 8-K dated July 25, 2022 and incorporated by reference herein)
3.2	Amended and Restated Bylaws of Cornerstone Building Brands, Inc. (filed as Exhibit 3.2 to the Company's Current Report on Form 8-K dated July 25, 2022 and incorporated by reference herein)
4.1	Indenture, dated as of April 12, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), as issuer, the subsidiary guarantors from time to time party thereto and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
4.2	First Supplemental Indenture, dated as of April 12, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.) and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
4.3	Second Supplemental Indenture, dated as of April 12, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), the subsidiary guarantors party thereto and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.3 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
4.4	Third Supplemental Indenture, dated as of April 13, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), the subsidiary guarantors party thereto and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.4 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
4.5	Fourth Supplemental Indenture, dated as of October 15, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), the subsidiary guarantor party thereto and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.5 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)

4.6	Fifth Supplemental Indenture, dated as of November 16, 2018, by and among the Company, the subsidiary guarantors party thereto and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.6 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
4.7	Sixth Supplemental Indenture, dated as of February 20, 2019, by and among the Company, the subsidiary guarantors party thereto and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated February 20,2019 and incorporated by reference herein)
4.8	Seventh Supplemental Indenture, dated as of May 29, 2020, by and among the Company, the subsidiary guarantors party thereto and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.1 to the Company's Quarterly report on Form 10-Q for the quarter ended July 4, 2020 and incorporated by reference herein)
4.9	Eighth Supplemental Indenture, dated as of September 24, 2020, among the Company, the subsidiary guarantors listed on the signature pages thereto and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.1 to the Company's Current report on Form 8-K dated September 24, 2020 and incorporated by reference herein)
4.10	Ninth Supplemental Indenture, dated as of June 29, 2021, among the subsidiaries listed on Schedule 1 thereto, each a subsidiary guarantor, the Company, and each then-existing subsidiary guarantor under the indenture, and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021 and incorporated by reference herein)
4.11	Tenth Supplemental Indenture, dated as of January 6, 2022, among the subsidiaries listed on Schedule 1 thereto, each a subsidiary guarantor, the Company, and each then-existing subsidiary guarantor under the indenture, and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.12 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021 and incorporated by reference herein)
4.12	Eleventh Supplemental Indenture, dated as of April 22, 2022, among Metal Coaters, LLC, the Company and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.12 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022 and incorporated by reference herein)
4.13	Twelfth Supplemental Indenture, dated as of July 25, 2022, among the subsidiary listed on Schedule 1 thereto, the Company, each then-existing subsidiary guarantor under the Indenture referred to therein, and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022 and incorporated by reference herein)
4.14	Thirteenth Supplemental Indenture, dated as of December 21, 2022, among Cornerstone Building Brands Services, Inc., the Company and Wilmington Trust, National Association, as trustee (filed as Exhibit 4.14 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022 and incorporated by reference herein)
4.15	Indenture, dated as of July 25, 2022, by and among the Company (as successor by merger to Camelot Return Merger Sub, Inc.), as issuer, the guarantors from time to time party thereto and Wilmington Trust, National Association, as trustee and note collateral agent (filed as Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 2, 2022 and incorporated by reference herein)
4.16	First Supplemental Indenture, dated as of July 25, 2022, by and among the Company (as successor by merger to Camelot Return Merger Sub, Inc.), as issuer, the guarantors from time to time party thereto and Wilmington Trust, National Association, as trustee and note collateral agent (filed as Exhibit 4.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 2, 2022 and incorporated by reference herein)
4.17	Second Supplemental Indenture, dated as of July 25, 2022, by and among Camelot Return Intermediate Holdings, LLC., the subsidiary guarantors party thereto, the Company and Wilmington Trust, National Association, as trustee and note collateral agent (filed as Exhibit 4.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 2, 2022 and incorporated by reference herein)
4.18	Third Supplemental Indenture, dated as of December 21, 2022, by and among Cornerstone Building Brands Services, Inc., the Company and Wilmington Trust, National Association, as trustee and note collateral agent (filed as Exhibit 4.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022 and incorporated by reference herein)
4.19	Fourth Supplemental Indenture, dated as of May 15, 2024, by and among the Company, the subsidiary guarantors party thereto, and Wilmington Trust, National Association, as trustee and note collateral agent (filed as Exhibit 4.1 to the Company's Form 10-Q for the quarter ended June 29, 2024 and incorporated by reference herein)
4.20	Fifth Supplemental Indenture, dated as of August 7, 2024, by and among the Company, the subsidiary guarantors party thereto, Camelot Return Intermediate Holdings, LLC and Wilmington Trust, National Association, as trustee and note collateral agent (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated August 7, 2024 and incorporated by reference herein)
4.21	Notes Collateral Agreement, dated as of July 25, 2022, by and among the Company, Camelot Return Intermediate Holdings, LLC, the guarantors from time to time party thereto and Wilmington Trust, National Association as note collateral agent and trustee (filed as Exhibit 4.19 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022 and incorporated by reference herein)
*†10.1	Cornerstone Building Brands, Inc. Deferred Compensation Plan (as amended and restated effective January 1, 2021)
†10.2	Camelot Return Ultimate, LP 2022 Equity Incentive Plan, effective as of October 5, 2022 (filed as Exhibit 10.8 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022 and incorporated by reference herein)
10.3	Cash Flow Credit Agreement, dated as of April 12, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), as borrower, Camelot return Intermediate Holdings, LLC, the several banks and other financial institutions from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)

10.4	First Amendment to Cash Flow Credit Agreement, dated as of November 14, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), and JPMorgan Chase Bank, N.A., as administrative agent (filed as Exhibit 10.4 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.5	Second Amendment to Cash Flow Credit Agreement, dated as of April 15, 2021, by and among the Company, the several banks and other financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (filed as Exhibit 10.4 to the Company's Current Report on Form 8-K dated April 21, 2021 and incorporated by reference herein)
10.6	Third Amendment to Cash Flow Credit Agreement, dated as of April 15, 2021, by and among the Company, the subsidiary guarantors party thereto, the several banks and other financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (filed as Exhibit 10.5 to the Company's Current Report on Form 8-K dated April 21, 2021 and incorporated by reference herein)
10.7	Increase Supplement to Cash Flow Credit Agreement, dated as of April 15, 2021, between the Company and the increasing lender party thereto (filed as Exhibit 10.6 to the Company's Current Report on Form 8-K dated April 21, 2021 and incorporated by reference herein)
10.8	Fourth Amendment to Cash Flow Credit Agreement, dated as of April 11, 2023, by and among the Company, and JPMorgan Chase Bank, N.A., as administrative agent (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended April 1, 2023 and incorporated by reference herein)
10.9	Fifth Amendment to Cash Flow Credit Agreement, dated as of May 15, 2024, by and among the Company, the several banks and other financial institutions party thereto, JPMorgan Chase Bank, N.A., as the resigning administrative agent, the resigning collateral agent, and the resigning swing line lender and Deutsche Bank AG New York Branch, as the successor administrative agent and the successor collateral agent (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated May 15, 2024 and incorporated by reference herein)
10.10	Lender Joinder Agreement, dated as of November 16, 2018, by and among Ply Gem Midco, Inc., the additional commitment lender party thereto and JPMorgan Chase Bank, N.A., as administrative agent (filed as Exhibit 10.5 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.11	Cash Flow Guarantee and Collateral Agreement, dated as of April 12, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.) the guarantors from time to time party thereto and JPMorgan Chase Bank, N.A., as collateral agent and administrative agent (filed as Exhibit 10.6 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.12	Cash Flow Joinder Agreement, dated as of November 16, 2018, by and among Ply Gem Midco, LLC, the Company, the subsidiary guarantors party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (filed as Exhibit 10.7 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.13	Term Loan Credit Agreement, dated as of July 25, 2022, by and among the Company, the several banks and other financial institutions party thereto party thereto and Deutsche Bank AG New York Branch, as administrative agent and collateral agent (filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 2, 2022 and incorporated by reference herein)
10.14	Term Loan Guarantee and Collateral Agreement, dated as of July 25, 2022, by and among the Company, Camelot Return Intermediate Holdings, LLC, the guarantors from time to time party thereto and Deutsche Bank AG New York Branch, as administrative agent and collateral agent (filed as Exhibit 10.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022 and incorporated by reference herein)
10.15	ABL Credit Agreement, dated as of April 12, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), as parent borrower, Camelot Return Intermediate Holdings, LLC, the subsidiary borrowers from time to time party thereto, the several banks and other financial institutions from time to time party thereto and UBS AG, Stamford Branch, as administrative agent and collateral agent (filed as Exhibit 10.8 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.16	Amendment No. 1 to ABL Credit Agreement, dated as of August 7, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), the subsidiary borrowers party thereto, the lenders and issuing lenders party thereto and UBS AG, Stamford Branch, as administrative agent and collateral agent (filed as Exhibit 10.9 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.17	Amendment No. 2 to ABL Credit Agreement, dated as of October 15, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), the subsidiary borrowers party thereto, the incremental lender party thereto and UBS AG, Stamford Branch, as administrative agent, collateral agent and swingline lender (filed as Exhibit 10.10 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.18	Amendment No. 3 to ABL Credit Agreement, dated as of November 14, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), the subsidiary borrowers party thereto, the lenders and issuing lenders party thereto and UBS AG, Stamford Branch, as administrative agent and collateral agent (filed as Exhibit 10.11 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.19	Amendment No. 4 to ABL Credit Agreement, dated as of November 16, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), the subsidiary borrowers party thereto, the incremental lenders party thereto and UBS AG, Stamford Branch, as administrative agent, collateral agent and swingline lender (filed as Exhibit 10.12 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.20	Amendment No. 5 to ABL Credit Agreement, dated as of September 4, 2020, by and among the Company, the subsidiary borrowers party thereto, the lenders and issuing lenders party thereto and UBS AG, Stamford Branch, as administrative agent and collateral agent (filed as Exhibit 10.14 to the Company's Current Report on Form 8-K dated April 21, 2021 and incorporated by reference herein)

10.21	Amendment No. 6 to ABL Credit Agreement, dated as of April 15, 2021, by and among the Company, the subsidiary borrowers party thereto, the several banks and other financial institutions party thereto party thereto and UBS AG, Stamford Branch, as administrative agent and collateral agent (filed as Exhibit 10.15 to the Company's Current Report on Form 8-K dated April 21, 2021 and incorporated by reference herein)
10.22	Amendment No. 7 to ABL Credit Agreement, dated as of July 25, 2022, by and among the Company., the subsidiary borrowers party thereto, the several banks and other financial institutions party thereto party thereto and UBS AG, Stamford Branch, as administrative agent and collateral agent (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 2, 2022 and incorporated by reference herein)
10.23	Amendment No. 8 to ABL Credit Agreement, dated as of May 15, 2024, by and among Cornerstone Building Brands, Inc., the subsidiary borrowers party thereto, the several banks and other financial institutions party thereto party thereto and UBS AG, Stamford Branch, as administrative agent and collateral agent (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K dated May 15, 2024 and incorporated by reference herein)
10.24	ABL U.S. Guarantee and Collateral Agreement, dated as of April 12, 2018, by and among the Company (as successor by merger to Ply Gem Midco, Inc.), the U.S. subsidiary borrowers from time to time party thereto, the guarantors from time to time party thereto and UBS AG, Stamford Branch, as collateral agent and administrative agent (filed as Exhibit 10.13 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.25	ABL Canadian Guarantee and Collateral Agreement, dated as of April 12, 2018, by and among the Canadian borrowers from time to time party thereto, the guarantors from time to time party thereto and UBS AG, Stamford Branch, as collateral agent and administrative agent (filed as Exhibit 10.14 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
10.26	ABL Joinder Agreement, dated as of November 16, 2018, by and among Ply Gem Midco, LLC, the Company, the subsidiary guarantors party thereto and UBS AG, Stamford Branch, as administrative agent and collateral agent (filed as Exhibit 10.15 to the Company's Current Report on Form 8-K dated November 20, 2018 and incorporated by reference herein)
†10.27	Employment Agreement by and between Cornerstone Building Brands, Inc., its wholly-owned subsidiary, Ply Gem Industries, Inc., and Jeffrey S. Lee, dated June 17, 2019 (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 29, 2019 and incorporated by reference herein)
†10.28	Employment Agreement entered into as of February 25, 2021, between Cornerstone Building Brands, Inc., its wholly-owned subsidiary, Ply Gem Industries, Inc., and Alena S. Brenner (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended April 3, 2021 and incorporated by reference herein)
†10.29	Employment Agreement between Cornerstone Building Brands, Inc, and Rose Lee, dated August 3, 2021 (filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended October 2, 2021 and incorporated by reference herein)
†10.30	Form of Amendment to Employment Agreement (filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 30, 2024 and incorporated by reference herein)
†10.31	Form of Executive Officer Offer Letter (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023 and incorporated by reference herein)
10.32	Membership Interest Purchase Agreement, dated April 10, 2022, by and between Cornerstone Building Brands, Inc. and BlueScope Steel North America Corporation (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended April 2, 2022 and incorporated by reference herein)
†10.33	Cornerstone Building Brands, Inc. Severance Plan dated December 2, 2021 (filed as Exhibit 10.37 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023 and incorporated by reference herein)
†10.34	Form of Notice of Amendment to the Cornerstone, Inc. Severance Plan (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 30, 2024 and incorporated by reference herein)
*†10.35	Separation Agreement between Cornerstone Building Brands, Inc. and Colleen Pritchett, dated July 1, 2024
*†10.36	Cornerstone Building Brands, Inc. Short-Term Incentive Plan dated January 1, 2025
*19.1	Insider Trading Policies and Procedures
*21.1	List of Subsidiaries
*24.1	Powers of Attorney
*31.1	Rule 13a-14(a)/15d-14(a) Certifications (Section 302 of the Sarbanes-Oxley Act of 2002)
*31.2	Rule 13a-14(a)/15d-14(a) Certifications (Section 302 of the Sarbanes-Oxley Act of 2002)
**32.1	Certifications pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code (Section 906 of the Sarbanes-Oxley Act of 2002)
**32.2	Certifications pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code (Section 906 of the Sarbanes-Oxley Act of 2002)
*101.INS	Inline XBRL Instance Document
*101.SCH	Inline XBRL Taxonomy Extension Schema Document
*101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
*101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
*101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document

*101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Filed herewith
** Furnished herewith
† Management contracts or compensatory plans or arrangements

Item 16. Form 10-K Summary.

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

CORNERSTONE BUILDING BRANDS, INC.

Date: March 14, 2025

By: /s/ Rose Lee
Rose Lee
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated per Form 10-K.

Name	Title	Date
/s/ Rose Lee **Rose Lee**	President, Chief Executive Officer and Director (Principal Executive Officer)	March 14, 2025
/s/ Jeffrey S. Lee **Jeffrey S. Lee**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 14, 2025
/s/ Wayne F. Irmiter **Wayne F. Irmiter**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	March 14, 2025
* **Marcia Avedon**	Director	March 14, 2025
* **Jake Donnelly**	Director	March 14, 2025
* **Wilbert W. James, Jr.**	Director	March 14, 2025
* **Daniel C. Janki**	Director	March 14, 2025
* **John Krenicki, Jr.**	Director	March 14, 2025
* **Timothy J. O'Brien**	Director	March 14, 2025
* **Nathan K. Sleeper**	Director	March 14, 2025
* **Tyler Young**	Director	March 14, 2025

*By: /s/ Rose Lee
Rose Lee,
Attorney-in-Fact

Exhibit 10.1

Execution Copy

CORNERSTONE BUILDING BRANDS, INC.
DEFERRED COMPENSATION PLAN

(Amended and Restated effective January 1, 2021)

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CORNERSTONE BUILDING BRANDS, INC.
DEFERRED COMPENSATION PLAN

(Amended and Restated effective January 1, 2021)

Purpose

The purpose of the Cornerstone Building Brands, Inc. Deferred Compensation Plan (the "Plan") is to provide specified benefits to Directors and a select group of management or highly compensated Employees who contribute materially to the continued growth, development and future business success of Cornerstone Building Brands, Inc., a Delaware corporation, and its subsidiaries, if any, that sponsor or participate in the Plan. As such, the Plan shall be unfunded for tax purposes and for purposes of Title I of ERISA.

The Plan, which was originally effective December 8, 2005, was amended and restated effective as of January 1, 2007 and as of August 19, 2008. The terms of the Plan, as amended and restated effective as of December 1, 2009 (the "2009 Restatement"), as amended by the First through Seventh Amendments to the 2009 Restatement, governed all amounts accrued and distributed under the Plan through December 31, 2020. The terms of the Plan, as amended and restated effective as of January 1, 2021 (the "2021 Restatement"), shall govern all amounts accrued under the Plan, including those accrued prior to January 1, 2021. The 2021 Restatement incorporates the amendments made to the 2009 Restatement by the enrollment guidelines and procedures adopted and implemented during November 2020 for the 2021 Plan Year and thereafter. The Plan is intended to comply with all applicable law, including Code Section 409A and related Treasury guidance and regulations, and shall be operated and interpreted in accordance with this intention. Consistent with the foregoing, and in order to transition to the provisions of the Plan, as amended, as well as to the requirements of Code Section 409A and related Treasury guidance and regulations, the Administrator previously utilized or made available to Participants certain transition relief described more fully in Appendix A of the Plan.

ARTICLE 1
Definitions

For the purposes of the Plan, unless otherwise clearly apparent from the context, the following phrases or terms shall have the following indicated meanings:

1.1 "Account Balance" shall mean, with respect to a Participant, an entry on the records of the Employer equal to the sum of the Participant's Annual Accounts. The Account Balance shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant, or his or her designated Beneficiary, pursuant to the Plan.

1.2 "Administrative Committee" shall mean the Administrative Committee appointed by the Committee or the Board of Directors of the Company to assist with the administration of the Plan.

1.3 "Administrator" shall mean the Administrator described in Article 13 and appointed by the Administrative Committee.

1.4 "Annual Account" shall mean, with respect to a Participant, an entry on the records of the Employer equal to the following amount: (i) the sum of the Participant's Annual Deferral Amount, Company Contribution Amount and Company Restoration Matching Amount for any one Plan Year, plus (ii) amounts credited or debited to such amounts pursuant to the Plan, less (iii) all distributions made to the Participant or his or her Beneficiary pursuant to the Plan that relate to the Annual Account for such Plan Year. The Annual Account shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant, or his or her designated Beneficiary, pursuant to the Plan.

1.5 "Annual Deferral Amount" shall mean that portion of a Participant's Base Salary and Bonus and Director Fees and such other compensation that is eligible for deferral as designated by the Administrative Committee, which a Participant elects to defer for any one Plan Year in accordance with Article 3, without regard to whether such amounts are withheld and credited during such Plan Year. In the event of a Participant's Retirement, Disability, death or Termination of Employment prior to the end of a Plan Year, such year's Annual Deferral Amount shall be the actual amount withheld prior to such event.

1.6 "Annual Installment Method" shall be an annual installment payment over the number of years selected by the Participant in accordance with the Plan, calculated as follows: (i) for the first annual installment, the vested portion of each Annual Account shall be calculated as of the close of business on or around the Participant's Benefit Distribution Date, as determined by the Administrator in its sole discretion, and (ii) for remaining annual installments, the vested portion of each applicable Annual Account shall be calculated on every anniversary of such calculation date, as applicable. Each annual installment with respect to each applicable Annual Account shall be calculated by multiplying the balance determined under the preceding sentence by a fraction, the numerator of which is one and the denominator of which is the remaining number of annual payments due to the Participant. By way of example, if the Participant elects a ten (10) year Annual Installment Method as the form of Retirement Benefit for an Annual Account, the first payment shall be one-tenth ($1/10^{th}$) of the vested balance of such Annual Account, calculated as described in this definition. The following year, the payment shall be one–ninth ($1/9^{th}$) of the vested balance of such Annual Account, calculated as described in this definition.

1.7 "Base Salary" shall mean the annual cash compensation relating to services performed during any calendar year, excluding distributions from nonqualified deferred compensation plans, bonuses (such as retention, signing or other mid-year bonuses), commissions, overtime, fringe benefits, stock options, restricted stock or restricted stock units, relocation expenses, incentive payments, non-monetary awards, director fees and other fees, and automobile and other allowances paid to a Participant for employment services rendered (whether or not such allowances are included in the Employee's gross income). Base Salary shall be calculated before reduction for compensation voluntarily deferred or contributed by the Participant pursuant to all qualified or nonqualified plans of any Employer and shall be calculated to include amounts not otherwise included in the Participant's gross income under Code Sections 125, 402(e)(3), 402(h), or 403(b) pursuant to plans established by any Employer; provided, however, that all such amounts will be included in compensation only to the extent that had there been no such plan, the amount would have been payable in cash to the Employee.

1.8 "Beneficiary" shall mean one or more persons, trusts or trustees of a trust, partnership, corporation, limited liability partnership, limited liability company, estates or other entities, designated in accordance with Article 10, that are entitled to receive benefits under the Plan upon the death of a Participant.

1.9 "Beneficiary Designation Form" shall mean the form established from time to time by the Administrator that a Participant completes, signs and returns to the Administrator to designate one or more Beneficiaries.

1.10 "Benefit Distribution Date" shall mean a date that triggers distribution of a Participant's vested benefits. A Benefit Distribution Date for a Participant shall be determined upon the occurrence of any one of the following:

(a) If the Participant Retires, the Benefit Distribution Date for his or her vested Account Balance shall be (i) the last day of the six-month period immediately following the date on which the Participant Retires if the Participant is a Key Employee, and (ii) for all other Participants, the date on which the Participant Retires; provided, however, in the event the Participant changes the Retirement Benefit election for one or more Annual Accounts in accordance with Section 6.2(b), the Benefit Distribution Date for such Annual Account(s) shall be postponed in accordance with such Section 6.2(b);

(b) If the Participant experiences a Termination of Employment, the Benefit Distribution Date for his or her vested Account Balance shall be (i) the last day of the six-month period immediately following the date on which the Participant experiences a Termination of Employment if the Participant is a Key Employee, and (ii) for all other Participants, the date on which the Participant experiences a Termination of Employment; provided, however, in the event the Participant changes the Termination Benefit election for one or more Annual Accounts in accordance with Section 7.3(b), the Benefit Distribution Date for such Annual Account(s) shall be postposed in accordance with such Section 7.3(b);

(c) If the Participant dies prior to the complete distribution of his or her vested Account Balance, the Participant's Benefit Distribution Date shall be the date on which the Administrator is provided with proof that is satisfactory to the Administrator of the Beneficiary's status;

(d) If the Participant becomes Disabled, the Participant's Benefit Distribution Date shall be the date on which the Participant becomes Disabled; or

(e) If a Change in Control occurs prior to the Participant's Termination of Employment, Retirement, death or Disability, the Participant's Benefit Distribution Date shall be the date on which the Company experiences a Change in Control, if the Employee has previously elected to receive the Change in Control Benefit described in Article 5, as determined by the Administrator in its sole discretion. If the Participant has not made a prior election to receive the Change in Control Benefit, then it will be paid in accordance with the remaining provisions of the Plan (i.e. as a Scheduled Distribution or upon Termination of Employment, Retirement, death or Disability).

1.11 "Bonus" shall mean any cash compensation, in addition to Base Salary, earned by a Participant for services rendered during a Plan Year, under the Annual Incentive Plan maintained by the Company or any Employer's annual bonus and cash incentive plans.

1.12 "Change in Control" shall mean any "change in control event" as defined in accordance with Code Section 409A and related Treasury guidance and regulations to the extent applicable to the Company.

1.13 "Change in Control Benefit" shall have the meaning set forth in Article 5.

1.14 "Claimant" shall have the meaning set forth in Section 15.1.

1.15 "Code" shall mean the Internal Revenue Code of 1986, as it may be amended from time to time.

1.16 "Committee" shall mean the Compensation Committee of the board of directors of the Company.

1.17 "Company" shall mean Cornerstone Building Brands, Inc., a Delaware corporation, and any successor to all or substantially all of the Company's assets or business.

1.18 "Company Contribution Amount" shall mean, for any one Plan Year, the amount determined in accordance with Section 3.5.

1.19 "Company Restoration Matching Amount" shall mean, for any one Plan Year beginning prior to January 1, 2020, the amount determined in accordance with Section 3.6.

1.20 "Company Stock" shall mean the common stock, par value $0.01 per share, of the Company.

1.21 "Company Stock Fund" shall mean an investment fund consisting of notional shares of Company Stock.

1.22 "Death Benefit" shall mean the benefit set forth in Article 9.

1.23 "Director" shall mean any member of the board of directors of the Company. A Director who is also an Employee shall be considered an Employee for all purposes with respect to Base Salary and Bonus deferrals and shall be considered a Director for all purposes with respect to deferrals of any Director Fees.

1.24 "Director Fees" shall mean the annual fees earned by a Director from any Employer, including retainer fees and meetings fees, as compensation for serving on the board of directors.

1.25 "Disability" or "Disabled" shall be defined as follows:

(a) For purposes of determining a Participant's Benefit Distribution Date described in Section 1.10(d) and whether a Participant qualifies for the benefit set forth in Article 8, "Disability" or "Disabled" shall mean a physical or mental condition that qualifies as a total and permanent disability under the employer's long term disability plan and which satisfies the definition of disability under Code Section 409A.

For the sole purpose of applying the vesting provisions of Section 3.8(d), "Disability" or "Disabled" shall mean (i) a period of disability during which a Participant qualifies for permanent disability benefits under the Participant's Employer's long-term disability plan, or (ii) if a Participant does not participate in such a plan, a period of disability during which the Participant is determined to be totally disabled by the Social Security Administration.

(b) "Disability Benefit" shall mean the benefit set forth in Article 8.

1.26 "Election Form" shall mean the form, which may be in electronic format, established from time to time by the Administrator that a Participant completes, signs and returns to the Administrator to make an election under the Plan.

1.27 "Employee" shall mean a full-time, regular salaried employee eligible.

1.28 "Employer(s)" shall mean the Company and/or any of its Subsidiaries (now in existence or hereafter formed or acquired) that have been selected by the Committee to participate in the Plan and have adopted the Plan as a participating employer.

1.29 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

1.30 "401(k) Plan" shall mean, with respect to an Employer, a plan qualified under Code Section 401(a) that contains a cash or deferred arrangement described in Code Section 401(k), adopted by the Employer, as it may be amended from time to time, or any successor thereto.

1.31 "Key Employee" shall mean any Participant who is a "key employee" (as defined in Code Section 416(i) without regard to paragraph (5) thereof) of any Employer whose stock is publicly traded on an established securities market or otherwise, as determined by the Administrator based upon the 12-month period ending on each December 31st (such 12-month period is referred to below as the "identification period"). All Participants who are determined to be key employees under Code Section 416(i) (without regard to paragraph (5) thereof) during the identification period shall be treated as Key

Employees for purposes of the Plan during the 12-month period that begins on the first day of the 4th month following the close of such identification period.

1.32 "Multiple Distribution Method" shall be a distribution method in the form of annual payments over the number of years of either five (5) or ten (10) years, or such other period as may be permitted by the Administrative Committee from time to time, selected by the Participant with respect to any Annual Account. Under the Multiple Distribution Method, for the first payment with respect to an Annual Account, the vested portion of the Annual Account shall be calculated as of the close of business on the business date immediately preceding the Participant's Scheduled Distribution Date, and the payment shall be calculated by multiplying this balance by the distribution percentage designated by the Participant. In subsequent years, the payment shall be calculated by (i) multiplying (A) the total of the amount or amounts distributed in prior years from the Annual Account and the vested portion of the Annual Account as of the close of business on the business date immediately preceding the Participant's relevant Scheduled Distribution Date by (B) a percentage equal to the total of the percentages for all prior Scheduled Distributions with respect to that Annual Account and the percentage elected for the current Scheduled Distribution, reduced by (ii) the total of the amount or amounts distributed in prior years from the Annual Account (but not below zero). If the Participant had elected Scheduled Distributions totaling 100% for any Annual Account under the Multiple Distribution Method, then the final Scheduled Distribution shall be the balance of the Participant's Annual Account as of the close of business on the business date immediately preceding the Scheduled Distribution Date.

1.33 "Participant" shall mean any Employee or Director (i) who is selected to participate in the Plan by the Committee and (ii) who submits an Election Form and Beneficiary Designation Form, if required by and accepted by the Administrator.

1.34 "Phantom Investment Fund" shall mean the measurement funds selected by the Administrative Committee, in its sole discretion, which can include mutual funds or any other investment or fund approved by the Administrative Committee. The Administrative Committee, in its sole discretion, will determine whether there will be one or more than one Phantom Investment Fund. As necessary, the Administrative Committee may, in its sole discretion, discontinue, substitute or add a Phantom Investment Fund. Each such action will take effect as of the date specified by the Administrative Committee after giving Participants advance written notice of such change. Notwithstanding anything to the contrary herein, a Participant's Account Balance attributable to amounts deferred on or after January 1, 2006 and which are not invested in or allocated to the Company Stock Fund, shall be allocated into the single or multiple Phantom Investment Funds designated by the Administrative Committee as the default Phantom Investment Funds for such purpose. Such Account Balances shall remain allocated into the default Phantom Investment Funds until such time as the Participants select their own Phantom Investment Funds.

1.35 "Plan" shall mean the Cornerstone Building Brands, Inc. Deferred Compensation Plan, which shall be evidenced by this instrument and by each Election Form, as they may be amended from time to time.

1.36 "Plan Year" shall mean a period beginning on January 1 of each calendar year and continuing through December 31 of such calendar year.

1.37 "Retirement", "Retire(s)" or "Retired" shall be defined as follows:

(a) For purposes of determining a Participant's Benefit Distribution Date described in Section 1.10(a) and whether a Participant qualifies for the benefit set forth in Article 6, 'Retirement', 'Retire(s)' or 'Retired' shall mean, with respect to an Employee, separation from service with all Employers for any reason other than death or Disability, as determined in accordance with Code Section 409A and related Treasury guidance and regulations, on or after the earlier of (i) the attainment of age fifty-nine and one-half (59 1/2) with at least twenty-five (25) full Years of Service or (ii) the attainment of age sixty-five (65); and shall mean with respect to a Director who is not an Employee, separation from service as a Director with all Employers. If a Participant is both an Employee and a Director, Retirement shall not occur until he or she Retires as both an Employee and a Director.

(b) For the sole purpose of applying the vesting provisions of Section 3.8(d), 'Retirement', 'Retire(s)' or 'Retired' shall mean the separation from service with all Employers for any reason other than death or Disability on or after the earlier of (i) the attainment of age fifty-nine and one-half (59 1/2) with at least twenty-five (25) full Years of Service or (ii) the attainment of age sixty-five (65).

1.38 "Retirement Benefit" shall mean the benefit set forth in Article 6 due to Retirement.

1.39 "Scheduled Distribution" and "Scheduled Distribution Date" shall have the meanings set forth in Section 4.1.

1.40 "Subsidiary" means any entity with which the Company would be considered a single employer under the Code Section 414(b).

1.41 "Terminate the Plan", "Termination of the Plan" shall mean a determination by the board of directors of an Employer that (i) all of its Participants shall no longer be eligible to participate in the Plan, (ii) no new deferral elections for such Participants shall be permitted, and (iii) such Participants shall no longer be eligible to receive company contributions under the Plan or such earlier date as the Committee terminates the Plan with respect to the Company and all Employers.

1.42 "Termination Benefit" shall mean the benefit set forth in Article 7 due to Termination of Employment.

1.43 "Termination of Employment" shall mean the separation from service with all Employers, voluntarily or involuntarily, for any reason other than Retirement, Disability or death, as determined in accordance with Code Section 409A and related Treasury guidance and regulations. If a Participant is both an Employee and a Director, a

Termination of Employment shall occur only upon the termination of the last position held.

1.44 "Trust" shall mean one or more trusts established by the Company in accordance with Article 16.

1.45 "Unforeseeable Emergency" shall mean a severe financial hardship of the Participant or his or her Beneficiary resulting from (i) an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code Section 152, without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B)), (ii) a loss of the Participant's or Beneficiary's property due to casualty (and including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster), or (iii) such other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Participant's Beneficiary, all as determined in the sole discretion of the Administrator as meeting the definition of "unforeseeable emergency" under Code Section 409A, related Treasury pronouncements, rulings and regulations. Furthermore, in order to ensure compliance, the Administrator shall have the authority to require a Participant to provide such proof as it deems necessary to establish the existence and significant nature of the Participant's unforeseeable emergency.

1.46 "Years of Service" shall mean the total number of full years in which a Participant has been employed by one or more Employers. For purposes of this definition, a year of employment shall be a 365 day period (or 366 day period in the case of a leap year) that, for the first year of employment, commences on the Employee's date of hiring and that, for any subsequent year, commences on an anniversary of that hiring date. The Administrator shall make a determination as to whether any partial year of employment shall be counted as a Year of Service.

ARTICLE 2
Selection, Enrollment, Eligibility

2.1 **Selection by Committee**. Participation in the Plan shall be limited to Directors and, as determined by the Committee in its sole discretion, a select group of management or highly compensated Employees who are designated for a Plan Year as eligible to participate in the Plan. A designation of an Employee to participate with respect to a particular Plan Year shall not automatically entitle such Participant to participate with respect to any other Plan Year. The Committee may from time to time establish additional eligibility requirements for participation in the Plan. Notwithstanding the foregoing or any other Plan provision, participation in the Plan shall not confer on a Participant the right to invest in the Company Stock Fund, unless the Committee, in its sole discretion, designates such Participant as also eligible to invest in the Company Stock Fund.

2.2 **Enrollment and Eligibility Requirements; Commencement of Participation**.

(a) As a condition to participation, each Director or selected Employee who is eligible to participate in the Plan effective as of the first day of a Plan Year shall complete, execute and return to the Administrator an Election Form, prior to the first day of such Plan Year, or such other deadline as may be established by the Administrator in its sole discretion subject to the requirements of Code Section 409A. In addition, the Administrator shall establish from time to time such other enrollment requirements as it determines, in its sole discretion, are necessary.

(b) As a condition to participation, a Director or selected Employee who first becomes eligible to participate in the Plan after the first day of a Plan Year must complete, execute and return to the Administrator an Election Form within thirty (30) days after he or she first becomes eligible to participate in the Plan, or within such other deadline as may be established by the Administrator, in its sole discretion, subject to the requirements of Code Section 409A. In such event, such person's participation in the Plan shall not commence earlier than the date determined by the Administrator pursuant to Section 2.2(c) and such person shall not be permitted to defer under the Plan any portion of compensation attributable to services performed prior to his or her participation commencement date, except to the extent permissible under Code Section 409A and related Treasury guidance or regulations.

(c) Each Director or selected Employee who is eligible to participate in the Plan shall commence participation in the Plan on the date that the Administrator determines, in its sole discretion, that the Director or Employee has met all enrollment requirements set forth in the Plan and required by the Administrator, including returning all required documents to the Administrator within the specified time period. A Director or selected Employee who has met the enrollment requirements established by the Administrator may subsequently change any initial deferral election by submitting a new Election Form to the Administrator no later than the date on which the initial deferral election becomes irrevocable as set forth in Section 3.3. The Administrator shall process such Participant's deferral election as soon administratively practicable after such deferral election is submitted to and accepted by the Administrator.

(d) If a Director or an Employee fails to meet all requirements contained in this Section 2.2 within the period required for a Plan Year, that Director or Employee shall not be eligible to participate in the Plan during such Plan Year.

ARTICLE 3
Deferral Commitments/Company Contribution Amounts/ Company Restoration Matching Amounts/ Vesting/Crediting/Taxes

3.1 **Minimum Deferrals.**

Annual Deferral Amount. For each Plan Year, a Participant may elect to defer, as his or her Annual Deferral Amount, Base Salary, Bonus and/or Director Fees in the following minimum amounts for each deferral elected:

Deferral	Minimum Amount
Base Salary and/or Bonus	$0
Director Fees	$0

If the Administrator determines, in its sole discretion, prior to the beginning of a Plan Year that a Participant has made an election for less than the stated minimum amounts, or if no election is made, the amount deferred shall be zero.

3.2 **Maximum Deferral.**

(a) **Annual Deferral Amount**. For each Plan Year, a Participant may elect to defer, as his or her Annual Deferral Amount, Base Salary, Bonus and/or Director Fees up to the following maximum percentages for each deferral elected:

Deferral	Maximum Percentage
Base Salary	80%
Bonus	90%
Director Fees	100%

(b) **Short Plan Year**. Notwithstanding the foregoing, if a Participant first becomes a Participant after the first day of a Plan Year, the maximum Annual Deferral Amount shall be limited to the amount of compensation not yet earned by the Participant as of the date the Participant submits an Election Form to the Administrator for acceptance, except to the extent permissible under Code Section 409A and related Treasury guidance or regulations.

3.3 **Election to Defer; Effect of Election Form.**

(a) **First Year of Plan Participation**. In connection with a Participant's commencement of elective participation in the Plan, the Participant shall make an irrevocable deferral election for the Plan Year in which the Participant commences participation in the Plan, along with such other elections as the Administrator deems necessary or desirable under the Plan. For these elections to be valid, the Election Form must be completed and signed by the Participant, timely delivered to the Administrator (in accordance with Section 2.2 above) and accepted by the Administrator.

(b) **Subsequent Plan Years of Participation**. For each succeeding Plan Year of participation, a Participant may elect to defer Base Salary, Bonus and Director Fees, and may make such other elections as the Administrator deems necessary or desirable under the Plan by timely delivering an Election Form to the Administrator, in accordance with its rules, guidelines and procedures, before the December 31st preceding the Plan Year in which such compensation is earned, or before such other deadline established by the Administrator in accordance with the requirements of Code Section 409A and related Treasury guidance or regulations. With respect to compensation earned over one or more consecutive fiscal years of an Employer that is not payable during the service period, the Administrator may determine that a Participant may defer such compensation by making an election before the last day of the fiscal year preceding the first fiscal year in which the services are performed.

Any deferral election(s) made in accordance with this Section 3.3(b) shall be irrevocable as of the last day of the election period; provided, however, that if the Administrator requires Participants to make a deferral election for "performance-based compensation" by the deadline(s) described above, it may, in its sole discretion, and in accordance with Code Section 409A and related Treasury guidance or regulations, permit a Participant to subsequently change his or her deferral election for such compensation by submitting an Election Form to the Administrator no later than the deadline established by the Administrator pursuant to Section 3.3(c) below.

(c) **Performance-Based Compensation.** Notwithstanding the foregoing, the Administrator may, in its sole discretion, determine that an irrevocable deferral election pertaining to "performance-based compensation" based on services performed over a period of at least twelve (12) months, may be made by timely delivering an Election Form to the Administrator, in accordance with its rules and procedures, no later than six (6) months before the end of the performance service period for which the performance bonus is paid, and prior elections will become irrevocable as of such date. "Performance-based compensation" shall be compensation, the payment or amount of which is contingent on pre-established organizational or individual performance criteria, which satisfies the requirements of Code Section 409A and related Treasury guidance or regulations. In order to be eligible to make a deferral election for performance-based compensation, a Participant must perform services continuously from the later of the beginning of the performance period or the date upon which the performance criteria for such compensation are established through the date upon which the Participant makes a deferral election for such compensation. In no event shall an election to defer performance-based compensation be permitted after such compensation has become both substantially certain to be paid and readily ascertainable.

(d) **Compensation Subject to Risk of Forfeiture.** With respect to compensation (i) to which a Participant has a legally binding right to payment in a subsequent year, and (ii) that is subject to a forfeiture condition requiring the Participant's continued services for a period of at least twelve (12) months from the date the Participant obtains the legally binding right to avoid forfeiture of the payment, the Administrator may, in its sole discretion, determine that an irrevocable deferral election for such compensation may be made by timely delivering an Election Form to the Administrator in accordance with its rules and procedures, no later than the thirtieth (30th) day after the Participant obtains the legally binding right to the compensation, provided that the election is made at least twelve (12) months in advance of the earliest date at which the forfeiture condition could lapse.

3.4 **Withholding and Crediting of Annual Deferral Amounts**. For each Plan Year, the Base Salary portion of the Annual Deferral Amount shall be withheld from each regularly scheduled Base Salary payroll in equal amounts, as adjusted from time to time for increases and decreases in Base Salary. The Bonus and/or Director Fees portion of the Annual Deferral Amount shall be withheld at the time the Bonus or Director Fees are or otherwise would be paid to the Participant, whether or not this occurs during the Plan Year itself. Annual Deferral Amounts shall be credited to the Participant's Annual Account for such Plan Year at the time such amounts would otherwise have been paid to the Participant.

3.5 **Company Contribution Amount.**

(a) For each Plan Year, an Employer may be required to credit amounts to a Participant's Annual Account in accordance with employment or other agreements entered into between the Participant and the Employer, which amounts shall be part of the Participant's Company Contribution Amount for that Plan Year. Such amounts shall be credited to the Participant's Annual Account for the applicable Plan Year on the date or dates prescribed by such agreements.

(b) For each Plan Year, the Committee may, in its sole discretion, credit any amount it desires to any Participant's Annual Account under the Plan, which amount shall be part of the Participant's Company Contribution Amount for that Plan Year. The amount so credited to a Participant may be smaller or larger than the amount credited to any other Participant, and the amount credited to any Participant for a Plan Year may be zero, even though one or more other Participants receive a Company Contribution Amount for that Plan Year. The Company Contribution Amount described in this Section 3.5(b), if any, shall be credited to the Participant's Annual Account for the applicable Plan Year on a date or dates to be determined by the Administrator, in its sole discretion.

3.6 **Company Restoration Matching Amount**. The Cornerstone Building Brands 401(k) Profit Sharing Plan (the "Cornerstone 401(k) Plan") constitutes a safe harbor plan within the meaning of Code Section 401(k)(12) effective for its plan years beginning after December 31, 2019. A Participant's Company Restoration Matching Amount for any Plan Year commencing prior to January 1, 2020 was an amount determined by the Administrator, in its sole discretion, to make up for certain limits applicable to the Cornerstone 401(k) Plan or any other 401(k) Plan for its plan years beginning before January 1, 2020, as identified by the Administrator; provided, that any such amounts credited to a Participant hereunder were required to be determined in a manner that is consistent with the requirements of Code Section 409A, if applicable. The amount so credited to a Participant for any such Plan Year (i) could be smaller or larger than the amount credited to any other Participant (and may be zero), and (ii) could differ from the amount credited to such Participant in the preceding Plan Year. The Participant's Company Restoration Matching Amount, if any, was credited to the Participant's Annual Account for the applicable Plan Year on a date or dates determined by the Administrator, in its sole discretion. In order to receive the Company Restoration Matching Amount for a Plan Year commencing prior to January 1, 2020, a Participant must have made an irrevocable election to participate in the Cornerstone 401(k) Plan or a 401(k) Plan sponsored by an Employer for the Plan Year with respect to which the Company Restoration Matching Amount is credited under the Plan, at a level of pre-tax contributions not less than 6% of eligible compensation, prior to the first day of such Plan Year.

3.7 **Crediting of Amounts after Benefit Distribution**. Notwithstanding any provision in the Plan to the contrary, should the complete distribution of a Participant's vested Account Balance occur prior to the date on which any portion of (i) the Annual Deferral Amount that a Participant has elected to defer in accordance with Section 3.3, (ii) the Company Contribution Amount or (iii) the Company Restoration Matching Amount, would otherwise be credited to the Participant's Account Balance, such amounts shall not be credited to the Participant's Account Balance, but may, in the Administrative Committee's sole discretion, be paid to the Participant in a manner determined by the Administrative Committee.

3.8 **Vesting.**

(a) A Participant shall at all times be 100% vested in the portion of his or her Account Balance attributable to Annual Deferral Amounts.

(b) A Participant shall vest in each Company Contribution Amount, plus amounts credited and debited on such amount, in accordance with the schedule below based on the number of full Plan Years following the Plan Year to which the contribution relates. However, on or prior to the date on which a Participant is awarded a Company Contribution Amount for a Plan Year, the Committee, in its sole discretion, may designate a different vesting schedule in lieu of the schedule described below that will apply to such Company Contribution Amount. Unless otherwise declared by the Committee, a new vesting schedule shall apply to each Company Contribution Amount.

Plan Years Following Year to which Contribution Relates	Vested Percentage
Less than 1 year	0%
1 year or more, but less than 2 years	33 1/3%
2 years or more, but less than 3 years	66 2/3%

3 years or more	100%

(c) A Participant shall be vested in the portion of his or her Account Balance attributable to any Company Restoration Matching Amounts, plus amounts credited or debited on such amounts (pursuant to Section 3.9), only to the extent that the Participant is vested in employer matching contributions allocated to him or her under the 401(k) Plan, as determined by the Administrator in its sole discretion.

(d) Notwithstanding anything to the contrary contained in this Section 3.8, in the event of a Change in Control, or upon a Participant's Retirement, death while employed by an Employer, or Disability (as defined in Section 1.25(b)), any amounts that are not vested in accordance with Sections 3.8(b) or 3.8(c) above, shall immediately become 100% vested (if it is not already vested in accordance with the above vesting schedules).

(e) Notwithstanding subsection 3.8(d) above, the vesting schedules described in Sections 3.8(b) and 3.8(c) shall not be accelerated upon a Change in Control to the extent that the Administrator determines that such acceleration would cause the deduction limitations of Code Section 280G to become effective. In the event of such a determination, the Participant may request independent verification of the Administrator's calculations with respect to the application of Code Section 280G. In such case, the Administrator must provide to the Participant within ninety (90) days of such a request an opinion from a nationally recognized accounting firm selected by the Participant (the "Accounting Firm"). The opinion shall state the Accounting Firm's opinion that any limitation in the vested percentage hereunder is necessary to avoid the limits of Code Section 280G and contain supporting calculations. The cost of such opinion shall be paid for by the Company.

(f) Section 3.8(e) shall not prevent the acceleration of the vesting schedules described in Sections 3.8(b) and 3.8(c) if such Participant is entitled to a "gross-up" payment, to eliminate the effect of the Code Section 4999 excise tax, pursuant to his or her employment agreement or other agreement entered into between such Participant and the Employer.

(g) Notwithstanding anything to the contrary contained herein, the Committee or the Board of Directors of the Company may, in its sole discretion, accelerate the vesting schedule applicable to all or any portion of a Participant's Account Balance.

3.9 **Crediting/Debiting of Account Balances**. In accordance with, and subject to, the rules and procedures that are established from time to time by the Administrator, in its sole discretion, amounts shall be credited or debited to a Participant's Account Balance in accordance with the following rules:

(a) **Phantom Investment Portfolio Program**. The Participant may elect one or more of the Phantom Investment Funds and the Company Stock Fund, for the purpose of crediting or debiting additional amounts to his or her Account Balance provided that Participants may elect the Company Stock Fund, only if designated by the Committee in accordance with Section 2.1 of the Plan.

(b) **Election of Phantom Investment Funds**. A Participant, in connection with his or her initial deferral election in accordance with Section 3.3(a) above, shall elect, on the Election Form, one or more Phantom Investment Fund(s) and/or, if permitted, the Company Stock Fund (as described in Section 3.9(a) above) to be used to determine the amounts to be credited or debited to his or her Account Balance. If a Participant does not elect any of the Phantom Investment Funds or, if permitted, the Company Stock Fund, as described in the previous sentence, the Participant's Account Balance shall automatically be allocated into the Phantom Investment Fund designated as the default Phantom Investment Fund by the Administrative Committee, in its sole discretion. The Participant may (but is not required to) elect, by submitting an Election Form to the Administrator that is accepted by the Administrator, to add or delete one or more Phantom Investment Fund(s) and, if permitted, the Company Stock Fund to be used to determine the amounts to be credited or debited to his or her Account Balance, or to change the portion of his or her Account Balance allocated to each previously or newly elected Phantom Investment Fund or the Company Stock Fund; provided that, an allocation to the Company Stock Fund pursuant to a Participant's election shall be irrevocable and the Participant may not thereafter reallocate such amount to any of the Phantom Investment Funds. If an election is made in accordance with the previous sentence, it shall apply as of the first business day deemed reasonably practicable by the Administrator, in its sole discretion, and shall continue thereafter for each subsequent day in which the Participant participates in the Plan, unless changed in accordance with the previous sentence. Notwithstanding the foregoing, the Administrator, in its sole discretion, may impose limitations on the frequency with which one or more of the Phantom Investment Funds elected in accordance with this Section 3.9(b) may be added or deleted by such Participant; furthermore, the Administrator, in its sole discretion, may impose limitations on the frequency with which the Participant may change the portion of his or her Account Balance allocated to each previously or newly elected Phantom Investment Fund or the Company Stock Fund.

(c) **Proportionate Allocation**. In making any election described in Section 3.9(b) above, the Participant shall specify on the Election Form, in increments of one percent (1%), the percentage of his or her Annual Deferral Amount and Account Balance, as applicable, to be allocated/reallocated.

(d) **Crediting or Debiting Method**. The performance of each Phantom Investment Fund and the Company Stock Fund (either positive or negative) will be determined on a daily basis based on the manner in which such Participant's Account Balance has been hypothetically allocated among the Phantom

Investment Funds and the Company Stock Fund by the Participant. Any dividends attributable to Company Stock shall be credited to the Participant's Company Stock Fund as of the record date and shall be paid in accordance with Article 4.

(e) **No Actual Investment**. Notwithstanding any other provision of the Plan that may be interpreted to the contrary and except as otherwise provided in Section 16.4, the Phantom Investment Funds and the Company Stock Fund are to be used for measurement purposes only, and a Participant's election of any such Phantom Investment Fund and Company Stock Fund, the allocation of his or her Account Balance thereto, the calculation of additional amounts and the crediting or debiting of such amounts to a Participant's Account Balance shall not be considered or construed in any manner as an actual investment of his or her Account Balance in any such Phantom Investment Fund or Company Stock Fund. In the event that the Company or the Trustee (as that term is defined in the Trust, if any), in its own discretion, decides to invest funds in any or all of the investments on which the Phantom Investment Funds or Company Stock Fund are based, no Participant shall have any rights in or to such investments themselves. Without limiting the foregoing, a Participant's Account Balance shall at all times be a bookkeeping entry only and shall not represent any investment made on his or her behalf by the Company or the Trust, if any; the Participant shall at all times remain an unsecured creditor of the Company.

(f) **Allocation to the Company Stock Fund**. Notwithstanding any other provision of the Plan and subject to distribution pursuant to Article 4, 5, 6, 7, 8 or 9, any allocation of a Participant's Account Balance into the Company Stock Fund shall be irrevocable.

3.10 **FICA and Other Taxes.**

(a) **Annual Deferral Amounts**. For each Plan Year in which an Annual Deferral Amount is being withheld from a Participant, the Participant's Employer(s) shall withhold from that portion of the Participant's Base Salary and/or Bonus that is not being deferred, in a manner determined by the Employer(s), the Participant's share of FICA and other employment taxes on such Annual Deferral Amount. If necessary, the Administrator may reduce the Annual Deferral Amount in order to comply with this Section 3.10.

(b) **Company Restoration Matching Amounts and Company Contribution Amounts**. When a Participant becomes vested in a portion of his or her Account Balance attributable to any Company Restoration Matching Amounts and/or Company Contribution Amounts, the Participant's Employer(s) shall withhold from that portion of the Participant's Base Salary and/or Bonus that is not deferred, in a manner determined by the Employer(s), the Participant's share of FICA and other employment taxes on such amounts that became vested. Alternatively, the Participant's Employer may withhold at the end of the calendar year or within three (3) months after the end of the calendar year from the

Participants Base Salary and/or Bonus that is not deferred, in order to comply with this Section 3.10. If the end of the calendar year or the three (3) month method described above is used, FICA and other employment taxes must also be paid with respect to interest earned on the deferrals.

(c) **Distributions**. The Participant's Employer(s), or the trustee of the Trust, if any, shall withhold from any payments made to a Participant under the Plan all federal, state and local income, employment and other taxes required to be withheld by the Employer(s), or the trustee of the Trust, if any, in connection with such payments, in amounts and in a manner to be determined in the sole discretion of the Employer(s) and the trustee of the Trust, if any.

ARTICLE 4
Scheduled Distribution; Unforeseeable Emergencies

4.1 **Scheduled Distribution**. In connection with each election to defer an Annual Deferral Amount, a Participant may irrevocably elect to receive a Scheduled Distribution from the Plan in the form of a lump sum or under the Multiple Distribution Method with respect to (i) the Annual Deferral Amount, (ii) the vested portion of the Company Contribution Amount attributable to the Plan Year to which the deferral election relates and (iii) the vested portion of the Company Restoration Matching Amount attributable to the Plan Year to which the deferral election relates. The Scheduled Distribution shall be made in accordance with this Section 4.1, in an amount that is equal to the portion of the Annual Deferral Amount, the vested portion of the Company Contribution Amount and the vested portion of the Company Restoration Matching Amount that the Participant elected to have distributed as a Scheduled Distribution, plus amounts credited or debited in the manner provided in Section 3.9 above on such amounts, payable in a lump sum or calculated in accordance with the Multiple Distribution Method. Subject to the other terms and conditions of the Plan, each Scheduled Distribution elected shall be paid out during a sixty (60) day period commencing immediately after the "Scheduled Distribution Date." The "Scheduled Distribution Date" shall be the first day of any Plan Year designated by the Participant in the applicable Election Form. The Plan Year designated by the Participant must be at least three (3) Plan Years after the end of the Plan Year to which the amounts subject to the Scheduled Distribution election relate, unless otherwise provided on an Election Form approved by the Administrator in its sole discretion. By way of example, if a Scheduled Distribution is elected for Annual Deferral Amounts that are earned in the Plan Year commencing January 1, 2021, the earliest Scheduled Distribution Date that may be designated by a Participant would be January 1, 2025, and the Scheduled Distribution would become payable during the sixty (60) day period commencing immediately after such Scheduled Distribution Date.

4.2 **Postponing Scheduled Distributions**. A Participant may elect to postpone all or a portion of a Scheduled Distribution described in Section 4.1 above, and have such amount paid out during a sixty (60) day period commencing immediately after an allowable alternative distribution date designated by the Participant in accordance with this Section 4.2. In order to make this election, the Participant must submit a new

Scheduled Distribution Election Form to the Administrator in accordance with the following criteria:

(a) Such Scheduled Distribution Election Form must be submitted to and accepted by the Administrator in its sole discretion at least twelve (12) months prior to the Participant's previously designated Scheduled Distribution Date;

(b) The new Scheduled Distribution Date selected by the Participant must be the first day of a Plan Year, and must be at least five years after the previously designated Scheduled Distribution Date; and

(c) The election of the new Scheduled Distribution Date shall have no effect until at least twelve (12) months after the date on which the election is made.

4.3 **Other Benefits Take Precedence Over Scheduled Distributions**. Should a Benefit Distribution Date occur that triggers a benefit under Articles 5, 6, 7, 8, or 9, any Annual Deferral Amount that is subject to a Scheduled Distribution election under Section 4.1 shall not be paid in accordance with Section 4.1, but shall be paid in accordance with the other applicable Article. Notwithstanding the foregoing, the Administrator shall interpret this Section 4.3 in a manner that is consistent with Code Section 409A and related Treasury guidance and Regulations.

4.4 **Unforeseeable Emergencies.**

(a) If the Participant experiences an Unforeseeable Emergency, the Participant may petition the Administrator to receive a partial or full payout from the Plan, subject to the provisions set forth below.

(b) The payout, if any, from the Plan shall not exceed the lesser of (i) the Participant's vested Account Balance, calculated as of the close of business on or around the date on which the amount becomes payable, as determined by the Administrator in its sole discretion, or (ii) the amount necessary to satisfy the Unforeseeable Emergency, plus amounts necessary to pay Federal, state, or local income taxes or penalties reasonably anticipated as a result of the distribution. Notwithstanding the foregoing, a Participant may not receive a payout from the Plan to the extent that the Unforeseeable Emergency is or may be relieved (A) through reimbursement or compensation by insurance or otherwise, (B) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship or (C) by cessation of deferrals under the Plan.

(c) If the Administrator, in its sole discretion, approves a Participant's petition for payout from the Plan, the Participant shall receive a payout from the Plan within sixty (60) days of the date of such approval, and the Participant's deferrals under the Plan shall be terminated as of the date of such approval.

(d) Notwithstanding the foregoing, the Administrator shall interpret all provisions relating to a payout and/or termination of deferrals under this Section 4.4 in a manner that is consistent with Code Section 409A and related Treasury guidance and regulations.

4.5 **Distributions from the Company Stock Fund**. Notwithstanding any other Plan provision, a Participant shall receive a distribution of the portion of his or her Account Balance allocated to the Company Stock Fund, including dividends, if any, in the number of whole shares of Common Stock that are reflected as a bookkeeping entry as of the date of the Participant's distribution, with any fractional share to be paid in cash, subject to applicable withholding pursuant to Section 3.10.

ARTICLE 5
Change in Control Benefit

5.1 **Change in Control Benefit**. If a Change in Control occurs prior to a Participant's Termination of Employment, Retirement, death or Disability, a Participant's deferral elections shall immediately terminate with respect to any prospective compensation payable after the Change in Control, and the Participant shall be entitled to receive a Change in Control Benefit, which shall be equal to the Participant's vested Account Balance, calculated as of the close of business on or around the Participant's Benefit Distribution Date, as determined by the Administrator in its sole discretion.

Notwithstanding the foregoing provisions, a Participant whose deferral elections ceased with respect to prospective compensation payable after a Change of Control and who would otherwise continue to be, or subsequently is designated as, an eligible Employee following the Change in Control, may elect to enroll in the Plan pursuant to the provisions of Article 2 for any Plan Year beginning after the effective date of the Change in Control for which the Participant is an eligible Employee.

5.2 **Payment of Change in Control Benefit**. The Change in Control Benefit, if any, shall be paid to the Participant in a lump sum payment no later than ten (10) days after the Participant's Benefit Distribution Date fi the Employee elected to receive the Change in Control Benefit. Otherwise, it will be paid as provided in Section 1.10(e).

ARTICLE 6
Retirement Benefit

6.1 **Retirement Benefit**. A Participant who Retires shall receive, as a Retirement Benefit, his or her vested Account Balance, calculated as of the close of business on or around the Participant's Benefit Distribution Date, as determined by the Administrator in its sole discretion.

6.2 **Payment of Retirement Benefit.**

(a) In connection with a Participant's election to defer an Annual Deferral Amount, the Participant shall elect the form in which his or her Annual Account for such

Plan Year will be paid. Subject to the provisions set forth in 6.2(c), a Participant may elect to receive each Annual Account as a Retirement Benefit in the form of a lump sum or pursuant to an Annual Installment Method of five (5) or ten (10) years. If a Participant does not make any election with respect to the payment of an Annual Account, then the Participant shall be deemed to have elected to receive such Annual Account as a lump sum.

(b) A Participant may change the form of payment for an Annual Account by submitting an Election Form to the Administrator in accordance with the following criteria:

(i) The election to modify the form of payment for such Annual Account shall have no effect until at least twelve (12) months after the date on which the election is made; and

(ii) The first payment related to such Annual Account shall be delayed at least five (5) years from the originally scheduled Benefit Distribution Date for such Annual Account, as described in Section 1.10(a).

For purposes of applying the requirements above, the right to receive an Annual Account in installment payments shall be treated as the entitlement to a single payment. The Administrator shall interpret all provisions relating to an election described in this Section 6.2 in a manner that is consistent with Code Section 409A and related Treasury guidance or regulations.

(c) The Election Form most recently accepted by the Administrator that has become effective shall govern the payout of the applicable Annual Account; provided, however, that if the value of Participant's vested Annual Account balance is less than $50,000 at the time of the Participant's Benefit Distribution Date, the Participant's vested Annual Account balance shall be distributed to the Participant in a lump sum payment notwithstanding a Participant's election to receive an Annual Account in installment payments.

(d) The lump sum payment shall be made, or installment payments shall commence, no later than sixty (60) days after the Benefit Distribution Date. Remaining installments, if any, shall continue in accordance with the Participant's election for each Annual Account and shall be paid no later than sixty (60) days after each anniversary of the Benefit Distribution Date.

ARTICLE 7
Termination Benefit

7.1 **Termination Benefit**. A Participant who experiences a Termination of Employment shall receive, as a Termination Benefit, his or her vested Account Balance, calculated as of the close of business on or around the Participant's Benefit Distribution Date, as determined by the Administrator in its sole discretion.

7.2 **Payment of Termination Benefit Attributable to Plan Years Commencing Before January 1, 2021**. The Termination Benefit, if any, attributable to Annual Deferral Amounts, Company Contribution Amounts and Company Restoration Matching Amounts made for all Plan Years commencing prior to January 1, 2021 shall be paid to the Participant in a lump sum payment no later than thirty (30) days after the Participant's Benefit Distribution Date.

7.3 **Payment of Termination Benefit Attributable to Plan Years Commencing After December 31, 2020.**

(a) In connection with a Participant's election to defer an Annual Deferral Amount for Plan Years commencing after December 31, 2020, the Participant shall elect the form in which his or her Annual Account for such Plan Year will be paid. Subject to the provisions set forth in 7.3(c), a Participant may elect to receive each Annual Account as a Termination Benefit in the form of a lump sum or pursuant to an Annual Installment Method of five (5) or ten (10) years. If a Participant does not make any election with respect to the payment of any such Annual Account, then the Participant shall be deemed to have elected to receive such Annual Account as a lump sum.

(b) A Participant may change the form of payment for any such Annual Account by submitting an Election Form to the Administrator in accordance with the following criteria:

(i) The election to modify the form of payment for any such Annual Account shall have no effect until at least twelve (12) months after the date on which the election is made; and

(ii) The first payment related to such Annual Account shall be delayed at least five (5) years from the originally scheduled Benefit Distribution Date for such Annual Account, as described in Section 1.10(b).

For purposes of applying the requirements above, the right to receive an Annual Account in installment payments shall be treated as the entitlement to a single payment. The Administrator shall interpret all provisions relating to an election described in this Section 7.3 in a manner that is consistent with Code Section 409A and related Treasury guidance or regulations.

(c) The Election Form most recently accepted by the Administrator that has become effective shall govern the payout of the applicable Annual Account; provided, however, that if the value of Participant's vested Annual Account balance is less than $50,000 at the time of the Participant's Benefit Distribution Date, the Participant's vested Annual Account balance shall be distributed to the Participant in a lump sum payment notwithstanding a Participant's election to receive an Annual Account in installment payments.

(d) The lump sum payment shall be made, or installment payments shall commence, no later than sixty (60) days after the Benefit Distribution Date. Remaining installments, if any, shall continue in accordance with the Participant's election for each Annual Account and shall be paid no later than sixty (60) days after each anniversary of the Benefit Distribution Date.

ARTICLE 8
Disability Benefit

8.1 **Disability Benefit**. Upon a Participant's Disability, the Participant shall receive a Disability Benefit, which shall be equal to the Participant's vested Account Balance, calculated as of the close of business on or around the Participant's Benefit Distribution Date, as determined by the Administrator in its sole discretion.

8.2 **Payment of Disability Benefit**. The Disability Benefit shall be paid to the Participant in a lump sum payment no later than thirty (30) days after the Participant's Benefit Distribution Date.

ARTICLE 9
Death Benefit

9.1 **Death Benefit**. The Participant's Beneficiary(ies) shall receive a Death Benefit upon the Participant's death which will be equal to the Participant's vested Account Balance, calculated as of the close of business on or around the Participant's Benefit Distribution Date, as determined by the Administrator in its sole discretion.

9.2 **Payment of Death Benefit**. The Death Benefit shall be paid to the Participant's Beneficiary(ies) in a lump sum payment no later than thirty (30) days after the Participant's Benefit Distribution Date.

ARTICLE 10
Beneficiary Designation

10.1 **Beneficiary**. Each Participant shall have the right, at any time, to designate his or her Beneficiary(ies) (both primary as well as contingent) to receive any benefits payable under the Plan to a beneficiary upon the death of a Participant. The Beneficiary designated under the Plan may be the same as or different from the Beneficiary designation under any other plan of an Employer in which the Participant participates.

10.2 **Beneficiary Designation**. A Participant shall designate his or her Beneficiary by completing and signing the Beneficiary Designation Form, and returning it to the Administrator or its designated agent. A Participant shall have the right to change a Beneficiary by completing, signing and otherwise complying with the terms of the Beneficiary Designation Form and the Administrator's rules and procedures, as in effect from time to time. Upon the acceptance by the Administrator of a new Beneficiary Designation Form, all Beneficiary designations previously filed shall be canceled. The

Administrator shall be entitled to rely on the last Beneficiary Designation Form filed by the Participant and accepted by the Administrator prior to his or her death.

10.3 **Acknowledgment**. No designation or change in designation of a Beneficiary shall be effective until received by the Administrator or its designated agent.

10.4 **No Beneficiary Designation**. If a Participant fails to designate a Beneficiary as provided in Sections 10.1, 10.2 and 10.3 above or, if all designated Beneficiaries predecease the Participant or die prior to complete distribution of the Participant's benefits, then the Participant's designated Beneficiary shall be deemed to be his or her surviving spouse. If the Participant has no surviving spouse, the benefits remaining under the Plan to be paid to a Beneficiary shall be payable to the executor or personal representative of the Participant's estate. If the Beneficiary, whether under a valid Beneficiary designation or under the preceding sentence, shall survive the Participant but die before receiving all payments hereunder, the balance of the benefits which would have been paid to the Beneficiary had he or she lived shall, unless the Participant's designation provided otherwise, be distributed to the Beneficiary's estate.

10.5 **Doubt as to Beneficiary**. If the Administrator has any doubt as to the proper Beneficiary to receive payments pursuant to the Plan, the Administrator shall have the right, exercisable in its discretion, to cause the Participant's Employer to withhold such payments until this matter is resolved to the Administrator's satisfaction.

10.6 **Discharge of Obligations**. The payment of benefits under the Plan to a Beneficiary shall fully and completely discharge the Company, all Employers, the Administrator, the Administrative Committee and the Committee from all further obligations under the Plan with respect to the Participant, and that Participant's Election Form shall terminate upon such full payment of benefits.

ARTICLE 11
Leave of Absence

11.1 **Paid Leave of Absence**. If a Participant is authorized by the Participant's Employer to take a paid leave of absence from the employment of the Employer, and such leave of absence does not constitute a separation from service, as determined by the Administrator in accordance with Code Section 409A and related Treasury guidance and regulations, (i) the Participant shall continue to be considered eligible for the benefits provided in Articles 4, 5, 6, 7, 8, or 9 in accordance with the provisions of those Articles, and (ii) the Annual Deferral Amount shall continue to be withheld during such paid leave of absence in accordance with Section 3.3.

11.2 **Unpaid Leave of Absence**. If a Participant is authorized by the Participant's Employer to take an unpaid leave of absence from the employment of the Employer for any reason, and such leave of absence does not constitute a separation from service, as determined by the Administrator in accordance with Code Section 409A and related Treasury guidance and regulations, such Participant shall continue to be eligible for the benefits provided in Articles 4, 5, 6, 7, 8, or 9 in accordance with the provisions of those Articles. However, no amounts shall be withheld during the remainder of the Plan Year in which the unpaid leave of absence is taken and during the portion of any subsequent Plan Years in which his or her unpaid leave of absence continues. Further, during the unpaid leave of absence, the Participant shall not be allowed to make any new deferral elections. However, if the Participant returns to employment with an Employer following such unpaid leave of absence, the Participant may elect to defer an Annual Deferral Amount for the Plan Year following his or her return to employment and for every Plan Year thereafter while a Participant in the Plan, provided such deferral elections are otherwise allowed and an Election Form is delivered to and accepted by the Administrator for each such election in accordance with Section 3.3.

11.3 **Leaves Resulting in Separation from Service**. In the event that a Participant's leave of absence from his or her Employer constitutes a separation from service, as determined by the Administrator in accordance with Code Section 409A and related Treasury guidance and Regulations, the Participant's vested Account Balance shall be distributed to the Participant in accordance with Article 6 or 7 of the Plan, as applicable.

ARTICLE 12
Termination of Plan, Amendment or Modification

12.1 **Termination of Plan**. Although each Employer anticipates that it will continue the Plan for an indefinite period of time, there is no guarantee that any Employer will continue the Plan or will not terminate the Plan at any time in the future. Accordingly, each Employer reserves the right to Terminate the Plan. Furthermore, the Committee may terminate the Plan as to all or any Employers. In the event of a Termination of the Plan, the Phantom Investment Funds available to Participants following the Termination of the Plan shall be comparable in number and type to those Phantom Investment Funds available to Participants in the Plan Year preceding the Plan Year in which the Termination of the Plan is effective. Following a Termination of the Plan, Participant Account Balances shall remain in the Plan until the Participant becomes eligible for the benefits provided in Articles 4, 5, 6, 7, 8 or 9 in accordance with the provisions of those Articles. A Termination of the Plan shall not adversely affect the amount of any payment being made to any Participant or Beneficiary who has become entitled to the payment of any benefits under the Plan as of the date of termination. Notwithstanding the foregoing, to the extent permissible under Code Section 409A and related Treasury guidance or regulations, during the thirty (30) days preceding or within twelve (12) months following a Change in Control, the Company shall be permitted to (i) terminate the Plan by action of its board of directors, and (ii) distribute the vested Account Balances to Participants in a lump sum no later than twelve (12) months after the Change in Control, provided that all other substantially similar arrangements sponsored by the Company and any Employer are also terminated and all balances in such arrangements are distributed within twelve (12) months of the termination of such arrangements. The Committee may terminate the Plan and distribute vested Account Balances to Participants in a lump sum at any other time only to the extent, and in the manner, permissible under Code Section 409A and related Treasury guidance or regulations.

12.2 **Amendment.**

(a) The Committee may, at any time, amend or modify the Plan in whole or in part. Notwithstanding the foregoing, (i) no amendment or modification shall be effective to decrease the value of a Participant's vested Account Balance in existence at the time the amendment or modification is made, and (ii) no amendment or modification of Section 13.2 of the Plan shall be effective after a Change in Control.

(b) Notwithstanding any provision of the Plan to the contrary, in the event that the Company determines that any provision of the Plan may cause amounts deferred under the Plan to become immediately taxable to any Participant under Code Section 409A and related Treasury guidance or regulations, the Company may (i) adopt such amendments to the Plan and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company determines necessary or appropriate to preserve the intended tax treatment of the Plan benefits provided by the Plan and/or (ii) take such other actions as the Company determines necessary or appropriate to comply with the requirements of Code Section 409A and related Treasury guidance or regulations.

12.3 **Effect of Payment**. The full payment of the Participant's vested Account Balance under Articles 4, 5, 6, 7, 8, or 9 of the Plan shall completely discharge all obligations to a Participant and his or her designated Beneficiary or Beneficiaries under the Plan.

ARTICLE 13
Administration

13.1 **Administrator Duties**. Except as otherwise provided in this Article 13, the Plan shall be administered by the Administrator, which shall consist of the Vice President - Human Resources (or such other person or committee appointed by the Administrative Committee). Members of the Administrator may be Participants under the Plan. The Administrator shall also have the discretion and authority to (i) make, amend, interpret, and enforce all appropriate rules, regulations, guidelines and procedures for the administration of the Plan, including, specifically, with respect to enrollment and deferral elections and elections of time and form of payment of an Annual Account, and (ii) decide or resolve any and all questions, including benefit entitlement determinations, compensation subject to deferral and interpretations of the Plan, as may arise in connection with the Plan. Any individual serving on the Administrator who is a Participant shall not vote or act on any matter relating solely to himself or herself. When making a determination or calculation, the Administrator shall be entitled to rely on information furnished by a Participant, the Company or any Employer. The Administrator shall not be liable for any decision or action taken in good faith in connection with the administration of the Plan. Without limiting the generality of the foregoing, any such decision or action taken by the Administrator in reliance upon any information supplied to it by an officer of the Company or an Employer, the Company's legal counsel, or the Company's independent accountants in connection with the administration of the Plan shall be deemed to have been taken in good faith.

13.2 **Administration Upon Change In Control**. Within one hundred and twenty (120) days following a Change in Control, the individuals who comprised the Administrator immediately prior to the Change in Control (whether or not such individuals are members of the Administrator following the Change in Control) may, by written consent of the majority of such individuals, appoint an independent third party Administrator (the "Administrator") to perform any or all of the Administrator's duties described in Section 13.1 above, including without limitation, the power to determine any questions arising in connection with the administration or interpretation of the Plan, and the power to make benefit entitlement determinations. Upon and after the effective date of such appointment, (i) the Company must pay all reasonable Administrative expenses and fees of the Administrator, and (ii) the Administrator may only be terminated with the written consent of the majority of Participants with an Account Balance in the Plan as of the date of such proposed termination. Notwithstanding the foregoing provisions of this Section 13.2 or the definition of Change in Control set forth in Section 1.12 of the Plan to the contrary, neither the consummation of (i) the "Transactions" (as defined in the Investment Agreement by and between the Company and Clayton, Dubilier and Rice Fund VIII, L.P., a Cayman Islands exempted limited partnership, dated as of August 14, 2009 (as it may be amended from time to time)) nor (ii) the NCI and Ply Gem Transaction (as defined in the NCI and Ply Gem Transaction Agreement, dated as of November 16, 2018) shall constitute a Change in Control for purposes of this Section 13.2.

13.3 **Agents**. In the administration of the Plan, the Administrator and the Administrative Committee may, from time to time, employ agents and delegate to them such Administrative duties as it sees fit (including acting through a duly appointed representative) and may from time to time consult with counsel.

13.4 **Binding Effect of Decisions**. The decision or action of the Committee, Administrator or Administrative Committee, as applicable, with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan (including whether and when there has been a termination of an Employee's employment or whether an Employee has incurred a separation from service within the meaning of Code Section 409A) and the rules, regulations, guidance and procedures promulgated hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

13.5 **Indemnity of Administrator**. The Company and all Employers shall indemnify and hold harmless the members of the Administrator, the Committee, the Administrative Committee and any Employee to whom the duties of any such entities may be delegated, against any and all claims, losses, damages, expenses or liabilities arising from any action or failure to act with respect to the Plan, except in the case of willful misconduct by the Administrator, the Administrative Committee, the Committee or any of their members, or any such Employee.

13.6 **Employer Information**. To enable the Committee, Administrative Committee and/or Administrator to perform its functions, the Company and each Employer shall supply full and timely information to the Committee, Administrative Committee and/or Administrator, as the case may be, on all matters relating to the Plan, the Trust, if any, the Participants and their Beneficiaries, the Account Balances of the Participants, the compensation of its Participants, the date and circumstances of the Retirement, Disability, death or Termination of Employment of its Participants, and such other pertinent information as the Committee, Administrative Committee or Administrator may reasonably require.

ARTICLE 14
Other Benefits and Agreements

14.1 **Coordination with Other Benefits**. The benefits provided for a Participant and Participant's Beneficiary under the Plan are in addition to any other benefits available to such Participant under any other plan or program for employees of the Participant's Employer. The Plan shall supplement and shall not supersede, modify or amend any other such plan or program except as may otherwise be expressly provided.

ARTICLE 15
Claims Procedures

15.1 **Presentation of Claim**. Any Participant or Beneficiary of a deceased Participant (such Participant or Beneficiary being referred to below as a "Claimant") may deliver to the Administrative Committee a written claim for a determination with respect to the amounts distributable to such Claimant from the Plan. If such a claim relates to the contents of a notice received by the Claimant, the claim must be made within sixty (60) days after such notice was received by the Claimant. All other claims must be made within 180 days of the date on which the event that caused the claim to arise occurred. The claim must state with particularity the determination desired by the Claimant.

15.2 **Notification of Decision**. The Administrative Committee shall consider a Claimant's claim within a reasonable time, but no later than ninety (90) days after receiving the claim. If the Administrative Committee determines that special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial ninety (90) day period. In no event shall such extension exceed a period of ninety (90) days from the end of the initial period the Administrative Committee had to dispose of the claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrative Committee expects to render the benefit determination. The Administrative Committee shall notify the Claimant in writing:

(a) that the Claimant's requested determination has been made, and that the claim has been allowed in full; or

(b) that the Administrative Committee has reached a conclusion contrary, in whole or in part, to the Claimant's requested determination, and such notice must set forth in a manner calculated to be understood by the Claimant:

(i) the specific reason(s) for the denial of the claim, or any part of it;

(ii) specific reference(s) to pertinent provisions of the Plan upon which such denial was based;

(iii) a description of any additional material or information necessary for the Claimant to perfect the claim, and an explanation of why such material or information is necessary;

(iv) an explanation of the claim review procedure set forth in Section 15.3 below; and

(v) a statement of the Claimant's right, following an adverse benefit determination on review, to bring a civil action under ERISA Section 502(a) if the claim is denied on appeal.

15.3 **Review of a Denied Claim**. On or before sixty (60) days after receiving a notice from the Administrative Committee that a claim has been denied, in whole or in part or within 60 days after the date on which such denial is considered to have occurred), a Claimant (or the Claimant's duly authorized representative) may file with the Administrative Committee a written request for a review of the denial of the claim. The Claimant (or the Claimant's duly authorized representative):

(a) may, upon request and free of charge, have reasonable access to, and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the claim for benefits;

(b) may submit written comments or other documents; and/or

(c) may request a hearing, which the Administrative Committee, in its sole discretion, may grant.

15.4 **Decision on Review**. The Administrative Committee shall render its decision on review promptly, and no later than sixty (60) days after the Administrative Committee receives the Claimant's written request for a review of the denial of the claim. If the Administrative Committee determines that special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial sixty (60) day period. In no event shall such extension exceed a period of sixty (60) days from the end of the initial period the Administrative Committee had to dispose of the claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrative Committee expects to render the benefit determination. In rendering its decision, the Administrative Committee shall take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The decision must be written in a manner calculated to be understood by the Claimant, and it must contain:

(a) specific reasons for the decision;

(b) specific reference(s) to the pertinent Plan provisions upon which the decision was based;

(c) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the Claimant's claim for benefits; and

(d) a statement of the Claimant's right to bring a civil action under ERISA Section 502(a).

15.5 **Legal Action**. Benefits under the Plan will only be paid if the Administrative Committee decides, in its discretion, that a person is entitled to them. Moreover, no action at law or in equity shall be brought to recover benefits under the Plan prior to the date the claimant has exhausted the Administrative process of appeal available under the Plan.

ARTICLE 16
Trust

16.1 **Establishment of the Trust**. In order to provide assets from which to fulfill its obligations to the Participants and their Beneficiaries under the Plan, the Company may establish a trust by a trust agreement with a third party, the trustee, to which each Employer may, in its discretion, contribute cash or other property, including securities issued by the Company, to provide for the benefit payments under the Plan (the "Trust").

16.2 **Interrelationship of the Plan and the Trust**. The provisions of the Plan and the Plan Agreement shall govern the rights of a Participant to receive distributions pursuant to the Plan. The provisions of the Trust shall govern the rights of the Employers, Participants and the creditors of the Employers to the assets transferred to the Trust. Each Employer shall at all times remain liable to carry out its obligations under the Plan.

16.3 **Distributions From the Trust**. Each Employer's obligations under the Plan may be satisfied with Trust assets distributed pursuant to the terms of the Trust, and any such distribution shall reduce the Employer's obligations under the Plan.

16.4 **Common Stock for the Company Stock Fund**. If a Trust is established, the Company may contribute shares of its Treasury Stock to such Trust in order to make distributions from the Company Stock Fund pursuant to Section 4.5 of the Plan.

ARTICLE 17
Miscellaneous

17.1 **Status of Plan**. The Plan is intended to be a plan that is not qualified within the meaning of Code Section 401(a) and that "is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of ERISA Sections 201(2), 301(a)(3) and 401(a)(1). The Plan shall be administered and interpreted (i) to the extent possible in a manner consistent with the intent described in the preceding sentence, and (ii) in accordance with Code Section 409A and related Treasury guidance and regulations.

17.2 **Unsecured General Creditor**. Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of an Employer. For purposes of the payment of benefits under the Plan, any and all of an Employer's assets shall be, and remain, the general, unpledged unrestricted assets of the Employer. An Employer's obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future. The benefits provided under the Plan shall be a general, unsecured obligation of the Employer payable solely from the general assets of the Employer, and neither the Participant nor the Participant's Beneficiary or estate shall have any interest in any assets of the Employer by virtue of the Plan.

17.3 **Employer's Liability**. An Employer's liability for the payment of benefits shall be defined only by the Plan and the Election Form(s) as entered into between the Employer and a Participant. An Employer shall have no obligation to a Participant under the Plan except as expressly provided in the Plan and his or her Plan Agreement.

17.4 **Nonassignability**. Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in advance of actual receipt, the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are expressly declared to be, unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person, be transferable by operation of law or court order in the event of a Participant's or any other person's bankruptcy or insolvency or be transferable to a spouse as a result of a property settlement or otherwise. Any attempt at such an assignment, allocation, seizure, attachment, garnishment sequestration, transfer or encumbrance shall vest no right in the person or entity to whom the right or property is purportedly assigned, allocated or transferred (or for whose benefit the right or property is purportedly encumbered). These prohibitions apply to any creditor, spouse, former spouse, heir, estate or Beneficiary of a Participant.

17.5 **Not a Contract of Employment**. The terms and conditions of the Plan shall not be deemed to constitute a contract of employment between any Employer and the Participant. Such employment is hereby acknowledged to be an "at will" employment relationship that can be terminated at any time for any reason, or no reason, with or without cause, and with or without notice, unless expressly provided in a written employment agreement. Nothing in the Plan shall be deemed to give a Participant the right to be retained in the service of any Employer, either as an Employee or a Director, or to interfere with the right of any Employer to discipline or discharge the Participant at any time.

17.6 **Furnishing Information**. A Participant or his or her Beneficiary will cooperate with the Administrator, Administrative Committee and Committee by furnishing any and all information requested by the Administrator, Administrative Committee and/or Committee and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Administrator, Administrative Committee and/or Committee may deem necessary.

17.7 **Terms**. Whenever any words are used herein in the masculine, they shall be construed as though they were in the feminine in all cases where they would so apply; and whenever any words are used herein in the singular or in the plural, they shall be construed as though they were used in the plural or the singular, as the case may be, in all cases where they would so apply.

17.8 **Captions**. The captions of the articles, sections and paragraphs of the Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

17.9 **Governing Law**. Subject to ERISA, the provisions of the Plan shall be construed and interpreted according to the internal laws of the State of Texas without regard to its conflicts of laws principles.

17.10 **Notice**. Any notice or filing required or permitted to be given to the Administrator or Administrative Committee under the Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the address below:

Cornerstone Building Brands, Inc.
Attn: Administrator
c/o Vice President of Human Resources
13105 NW Freeway, Suite 500
Houston, Texas 77040

Cornerstone Building Brands, Inc.
Attn: Administrative Committee
13105 NW Freeway, Suite 500
Houston, Texas 77040

Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

Any notice or filing required or permitted to be given to a Participant under the Plan shall be sufficient if in writing and hand-delivered, or sent by mail, to the last known address of the Participant.

17.11 **Successors**. The provisions of the Plan shall bind and inure to the benefit of the Participant's Employer and its successors and assigns and the Participant and the Participant's designated Beneficiaries.

17.12 **Spouse's Interest**. The interest in the benefits hereunder of a spouse of a Participant who has predeceased the Participant shall automatically pass to the Participant and shall not be transferable by such spouse in any manner, including but not limited to such spouse's will, nor shall such interest pass under the laws of intestate succession.

17.13 **Validity**. In case any provision of the Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but the Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

17.14 **Incompetent**. If the Administrator and/or the Administrative Committee determines in its discretion that a benefit under the Plan is to be paid to a minor, a person declared incompetent or to a person incapable of handling the disposition of that person's property, the Administrator and/or Administrative Committee may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or incapable person. The Administrator and/or Administrative Committee, as applicable, may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any payment of a benefit shall be a payment for the account of the Participant and the Participant's Beneficiary, as the case may be, and shall be a complete discharge of any liability under the Plan for such payment amount.

17.15 **Court Order**. The Administrator and the Administrative Committee are authorized to comply with any court order in any action in which the Plan or the Administrator or the Administrative Committee has been named as a party, including any action involving a determination of the rights or interests in a Participant's benefits under the Plan. Notwithstanding the foregoing, the Administrator and the Administrative Committee shall interpret this provision in a manner that is consistent with Code Section 409A and other applicable tax law.

17.16 **Distribution in the Event of Income Inclusion Under 409A**. If any portion of a Participant's Account Balance under the Plan is required to be included in income by the Participant prior to receipt due to a failure of the Plan to meet the requirement of Code Section 409A and related Treasury guidance or regulations, the Participant may petition the Administrative Committee for a distribution of that portion of his or her Account Balance that is required to be included in his or her income. Upon the grant of such a petition, which grant shall not be unreasonably withheld, the Participant's Employer shall distribute to the Participant immediately available funds in an amount equal to the portion of his or her Account Balance required to be included in income as a result of the failure of the Plan to meet the requirements of Code Section 409A and related Treasury guidance or regulations, which amount shall not exceed the Participant's unpaid vested Account Balance under the Plan. If the petition is granted, such distribution shall be made within ninety (90) days of the date when the Participant's petition is granted. Such a distribution shall affect and reduce the Participant's benefits to be paid under the Plan.

17.17 **Deduction Limitation on Benefit Payments**. If an Employer reasonably anticipates that the Employer's deduction with respect to any distribution from the Plan would be limited or eliminated by application of Code Section 162(m), then to the extent deemed necessary by the Employer to ensure that the entire amount of any distribution from the Plan is deductible, the Employer may delay payment of any amount that would otherwise be distributed from the Plan. Any amounts for which distribution is delayed pursuant to this Section shall continue to be credited/debited with additional amounts in accordance with Section 3.9 above. The delayed amounts (and any amounts credited thereon) shall be distributed to the Participant (or his or her Beneficiary in the event of the Participant's death) at the earliest date the Employer reasonably anticipates that the deduction of the payment of the amount will not be limited or eliminated by application of Code Section 162(m).

17.18 **Insurance**. The Employers, on their own behalf or on behalf of the Trustee of the Trust, if any, and, in their sole discretion, may apply for and procure insurance on the life of the Participant, in such amounts and in such forms as the Trust, if any, may choose. The Employers or the trustee of the Trust, if any, as the case may be, shall be the sole owner and beneficiary of any such insurance. The Participant shall have no interest whatsoever in any such policy or policies, and at the request of the Employers shall submit to medical examinations and supply such information and execute such documents as may be required by the insurance company or companies to whom the Employers have applied for insurance.

17.19 **Limitation of Rights**. Nothing in the Plan shall be construed to:

(a) Give any Employee of an Employer any right to be designated a Participant in the Plan other than in the sole discretion of the Committee;

(b) Limit in any way the right of the Employer to terminate a Participant's employment at any time; or

(c) Be evidence of any agreement or understanding, express or implied, that the Company or any other Employer will employ a Participant in any particular position or at any particular rate of remuneration.

IN WITNESS WHEREOF, the Company has signed the Plan document as of December 16, 2021.

CORNERSTONE BUILDING BRANDS, INC.

By: /s/ Kimberly Moore

Title: Vice President, HR Total Rewards

APPENDIX A

PREVIOUS LIMITED TRANSITION RELIEF MADE AVAILABLE IN ACCORDANCE WITH CODE SECTION 409A AND RELATED TREASURY GUIDANCE AND REGULATIONS

Unless otherwise provided below, the capitalized terms below shall have the same meaning as provided in the Plan.

1. **Previous Opportunity to Make New Distribution Elections.** Notwithstanding the required deadline for the submission of an initial distribution election described in the Plan, the Administrative Committee could have, as permitted by Code Section 409A and related Treasury guidance or regulations, provided a limited period in which existing Participants could make new elections regarding the timing and/or form of payment of Plan benefits, by submitting an Election Form on or before the deadline established by the Administrative Committee, which in no event could have been later than December 31, 2007. Any change to the timing or form of payment of a Participant's benefit that was made in accordance with the requirements established by the Administrative Committee pursuant to this section, shall not be treated as a change in the form or timing of a Participant's benefit payment for purposes of Code Section 409A or the Plan.

    The Administrator shall interpret all provisions relating to each election, if any, submitted in accordance with this section in a manner that is consistent with Code Section 409A and related Treasury guidance or regulations.

SEPARATION AGREEMENT AND COMPLETE RELEASE OF CLAIMS

This Separation Agreement and Complete Release of Claims (the "**Agreement**") is a binding contract between Cornerstone Building Brands, Inc. and its subsidiaries, affiliates, and related entities (including the entities known as NCI Group, Inc., NCI Building Systems, Inc., Ply Gem Industries, Inc., and Pritchett's hiring entity), (collectively, the "**Company**"), on the one hand, and **Colleen Pritchett**, individually ("**Pritchett**"), on the other hand. The Company and Pritchett will be referred to individually as a "**Party**" and collectively as the "**Parties**."

NOW, THEREFORE, in consideration of the covenants, promises and agreements set forth herein, the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by them, the Parties agree as follows:

I. DEFINITIONS

"**Confidential Information**" means any and all trade secrets, confidential and proprietary information and materials, and other business documents, records, and information belonging to the Company or that relate to the business of the Company or its customers, whether oral or written or otherwise, that is not generally known to or available to the public, regardless of whether such information (i) is expressly identified in this definition, (ii) is or was marked as confidential and proprietary, or (iii) is or is not patentable. Confidential Information includes without limitation: (A) personnel files and records, including compensation agreements, employment agreements, and other terms and conditions of employment, as well as any other personal, sensitive, or confidential information about the Company's employees, (B) actual or potential customer and supplier information, including but not limited to lists of actual or potential customers or suppliers, lead lists, current and anticipated customer/supplier requirements, price lists, pricing methodology or models, customer/supplier contracts and contract terms, customer/supplier preferences, and negotiations with customers/suppliers or prospective customers/suppliers, (C) technical and operational information, including but not limited to trade secrets, copyrighted materials, methods of practice, programming or data transmission methods, data, processes, designs, graphs, drawings, databases, ideas, current and planned research and development, maps, passwords, strategies, manufacturing procedures, processes, techniques, and methodologies, technology, proprietary software, and design software, however documented, (D) business and financial records and information, including but not limited to business and financial plans and strategies, acquisition targets/negotiations, marketing plans, studies, and techniques, lease documents, rent rolls, stacking plans, financial projections and budgets, revenue projections, and capital spending budgets and plans, and (E) any material prepared by or for the Company containing or based, in whole or in part, on any information included in the foregoing. Confidential Information, as defined in this Agreement, includes any such information that Pritchett may have created, invented, originated, learned, and had access to or obtained, whether in tangible form or memorized, while employed by the Company. It is expressly understood that the foregoing list shall be illustrative only and is not intended to be an exclusive or exhaustive list of Confidential Information.

"**Equity Agreements**." refers to, collectively, any Incentive Unit Grant Agreement (as defined in the Plan) to which Pritchett is a party, any Investment Agreement (as defined in the Plan) to which Pritchett is a party, the LP Agreement (as defined in the Plan), any Partnership Repurchase Notice (as defined in the Plan) or CD&R Investors Repurchase Notice (as defined in the Plan) and any and all other agreements relating to Pritchett's participation in the Plan.

"**Plan**" refers to the Camelot Return Ultimate, LP 2022 Equity Incentive Plan.

"**Releasees**" (or individually, a "**Releasee**") means the Company and all of its and their past, present and future owners, parent companies, subsidiaries, domestic and international affiliates, related entities, partners, divisions, business units, DBAs, predecessors, successors, merged or acquired entities, and joint venturers, and all of the past, present, and future shareholders, stockholders, unitholders, owners, directors, officers, employees, principals, agents, contractors, partners, representatives, predecessors, successors, assigns, affiliates, subsidiaries, parent companies, related entities, attorneys, insurers, executors, administrators, receivers, and employee welfare, benefit, compensation, and retirement plans (including plan sponsors, fiduciaries, administrators and trustees) of all of the foregoing, and all persons or entitie's acting by, through, under or in concert with any of them.

II. AGREEMENT

1. Employment Separation.

(a) Pritchett will be paid her regular salary and benefits through the Separation Date defined below. Pritchett will be expected to perform her assigned duties, including transition duties, through the Separation Date. Pritchett's failure to satisfactorily perform her job duties through the Separation Date, as requested by the Company, in the CEO's sole discretion, will result in an earlier separation date. If Pritchett resigns earlier than the Separation Date or engages in "Cause" under her Employment Agreement with the Company, this offer of Separation Benefits will immediately become null and void and of no effect. Any vacation taken during the transition period must be pre-approved by the CEO of the Company.

(b) Effective **June 28, 2024**, (the "**Separation Date**"), Pritchett is hereby separated as an employee of the Company and is hereby terminated from all positions held with the Company. Further and irrespective of whether Pritchett signs this Agreement, Pritchett will be paid her regular base salary through the Separation Date.

(c) Pritchett agrees to be available for consulting and transition services between the Separation Date and July 25, 2024 ("**Transition Period**") to assist with the transition of her role. In exchange, Pritchett will be eligible to receive the dividend payment that vests during the Transition Period as set forth on **Exhibit A**, attached hereto. Pritchett's eligibility to receive the dividend payment is expressly conditioned on her availability to provide consulting and transition services upon the request of the CEO at such dates and times as are reasonably requested.

2. Review of Agreement. Pritchett shall have twenty-one (21) calendar days after receipt of this Agreement or until the Separation Date, whichever is later, to consider and execute this Agreement. Pritchett may use as much or as little of this time as she wishes, provided that Pritchett shall not execute this Agreement prior to the Separation Date. To accept this Agreement, Pritchett must date and sign and return the Agreement to the Company no later than twenty-one (21) days after receipt of this Agreement or the Separation Date, whichever is later. Return of the Agreement may be made by (i) mail (post-marked on or before the 21st day or the Separation Date, whichever is later) to Cornerstone Building Brands, Inc., Attention: HR Compliance, 13105 Northwest Fwy, Suite 500, Houston, Texas, 77040, or (ii) e-mail to HRCompliance@cornerstone-bb.com. Following execution of the Agreement, Pritchett shall have seven (7) days to revoke her acceptance of this Agreement. Revocation must be in writing and submitted to the Company at the address and/or e-mail indicated above. Revocation will not be effective unless it is received by the Company prior to the 8th day after Pritchett executes this Agreement. None of the consideration listed in this Agreement will be provided by the Company unless Pritchett timely signs this Agreement and the revocation period expires without Pritchett having exercised her right of revocation. This Agreement shall be effective upon the expiration of the revocation period, and will be irrevocable at that time (hereinafter, the "**Effective Date**"). Prior to the Effective Date, this Agreement may be revoked by the Company or Pritchett at any time.

3. Consult Attorney. By tender of this Agreement to Pritchett, the Company hereby advises Pritchett in writing to consult with an attorney of her choosing prior to signing this Agreement.

4. Separation Benefits. In consideration for Pritchett's execution of this Agreement, including the complete release stated below, Pritchett will be entitled to the following "**Separation Benefits,**" provided that Pritchett timely executes this Agreement and does not revoke it. Pritchett understands and agrees that these benefits are not something to which she would otherwise be entitled absent the execution and non-revocation of this Agreement. The Separation Benefits shall be subject to all withholding required for taxes.

(a) **Severance Payment.** The Company will pay Pritchett **sixty-five weeks' (the "Severance Period"**) base salary in the total amount of **$625,000,** less applicable withholding for taxes (the "**Severance Payment**"). For the avoidance of doubt, this amount shall not include any amounts with respect to any cost of living adjustments, car allowance, temporary housing allowance, or payments for any other perquisites or benefits for Pritchett, including Company contributions to Pritchett' 401k plan.

The Severance Payment will be made within thirty (30) days after the expiration of the revocation period, except as set forth in this Agreement regarding Section 409A. The Severance Period shall begin on the Separation Date. The

Severance Payment is subject to reduction by the Company to satisfy any amounts owed by Pritchett to the Company. Payment will be made using the same payment method (*e.g.*, direct deposit) as Pritchett' final paycheck.

(b) **Pro-rata Annual STIP Bonus.** The Company will pay Pritchett a pro rata bonus under the annual bonus plan for the year in which the Separation Date occurs based upon the elapsed number of days in the year through the Separation Date applied to the bonus that would have been earned by Pritchett if Pritchett had remained employed on the normal payment date of such bonus, based on actual performance under applicable financial metrics and applying any discretionary factors in substantially the same manner as such factors are applied to similarly situated employees of the Company whose employment was not terminated. This payment will be made at such time as the Company otherwise makes payment of annual bonuses (on or before March 15 of the year following the year in which the employment separation occurs).

(c) **COBRA Separation Benefit.** Pritchett is eligible to continue participation in the group health and dental benefit programs of the Company pursuant to, and subject to, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**"). Upon election of continuation coverage through COBRA, the Company shall subsidize a portion of the standard 102% premium for group health benefits for the period of coverage applicable to Pritchett under COBRA (up to a maximum of twelve months (the "**COBRA Subsidy Period**"). The subsidy will be the difference between the COBRA rate and the active employee rate, leaving Pritchett responsible only for the amount that an active employee would pay during the COBRA Subsidy Period. If at any time during the COBRA Subsidy Period, Pritchett discontinues coverage or is no longer eligible for coverage for any reason, the subsidy provided by the Company will immediately cease.

(d) **Outplacement Services Benefit.** As additional consideration for signing this Agreement, the Company agrees to provide Pritchett with outplacement counseling services through a firm selected by the Company for a period of twelve months following the Effective Date. The outplacement counseling benefits and limitations will be explained in a separate document.

5. Termination of Other Benefits. Except as required by law, this Agreement, or under the Company's benefit plans, Pritchett's participation in all Company benefits and benefit plans shall cease on the Separation Date.

6. No Other Benefits; No Admission. Pritchett agrees that except for the payments provided in this Agreement, she is entitled to no other payments or compensation of any kind from the Company under any agreement, plan, program, or policy of the Company, and by executing this Agreement, Pritchett is waiving her rights, if any, related to any benefits provided pursuant to such agreement, plan, program, or policy. Pritchett acknowledges, by entering into this Agreement, that the Company and the Releasees do not admit to the violation of any employment or labor law or any unlawful or tortious conduct or any other wrongdoing of any kind in connection with Pritchett or her employment.

7. Equity and Equity Awards in Ultimate. Pritchett previously (a) purchased Class A-2 Units (the "**Class A-2 Units**") in Camelot Return Ultimate, LP ("**Ultimate**") and (b) was granted Class B Units (the "**Incentive Units**") in Ultimate, in each case, under the Plan. **Exhibit A** sets forth all of the Class A-2 Units and all of the Incentive Units held by Pritchett as of the Separation Date (including, with respect to the Incentive Units, which Incentive Units are vested units as of the Separation Date and which Incentive Units are unvested units as of the Separation Date), and Pritchett acknowledges and agrees that she does not hold any other equity or equity awards in Ultimate, the Company or any of their affiliates other than the Class A-2 Units and Incentive Units set forth on **Exhibit A**. Pursuant to the terms of the Plan, all unvested Incentive Units shall be forfeited for no consideration at the end of the Transition Period. All Class A-2 Units will remain outstanding, subject to repurchase by Ultimate in accordance with the terms of the Plan. Pritchett agrees that, notwithstanding anything in the Plan to the contrary, she hereby waives her right to elect a Post-Termination Settlement (as defined in the Plan) with respect to her vested Incentive Units, and as a result, Pritchett's vested Incentive Units will be forfeited for no consideration as of the end of the Transition Period.

8. Complete Release of Claims. In exchange for the consideration offered to Pritchett under this Agreement, Pritchett, on her behalf and on behalf of her heirs, devisees, legatees, executors, administrators, personal and legal representatives, assigns and successors in interest, hereby **IRREVOCABLY, UNCONDITIONALLY AND GENERALLY WAIVES, RELEASES, ACQUITS, COVENANTS NOT TO SUE, AND FOREVER DISCHARGES THE COMPANY AND RELEASEES**, to the fullest extent permitted by law, from any and all charges, complaints, claims, actions, causes of action, suits, controversies, liabilities, obligations, promises, agreements, grievances, rights, entitlements, demands, costs, losses, damages, debts, and expenses (including attorneys' fees and legal expenses) of any kind or nature whatsoever, known or unknown, in law or in equity, that Pritchett now has, owns, or holds, or claims to have, own, or hold, or which Pritchett at any time heretofore had, owned, or held, or claimed to have had, owned, or held from the beginning of time to the Effective Date of this Agreement. The Parties agree that this general release of claims shall not include or waive Pritchett's pending worker's compensation claim, if any. For the avoidance of doubt, Pritchett acknowledges that the release contained in this Agreement does not apply to any claims that may arise under the Age Discrimination in Employment Act after the date that Pritchett signs this Agreement.

Except as expressly provided in this Agreement, this release includes but is not limited to (i) all claims arising directly or indirectly from or relating in any way to Pritchett's employment with the Company, the conclusion of that employment, and any other acts, events, transactions, communications, or omissions which have occurred or are alleged to have occurred before, during, or after employment through the Effective Date of this Agreement, (ii) all claims arising out of or relating to any contract, express or implied, whether written or oral, involving Pritchett and/or any Releasee, including any claim for breach of an express or implied covenant of good faith and fair dealing, (iii) all claims or theories of recovery relating in any way to the employment relationship with the Company, including but not limited to claims for wages, overtime, severance or separation payments (except as provided herein), bonuses, commissions, equity awards or compensation (except as provided herein), incentive payments or other compensation of any kind, employee benefits, misrepresentation, fraud, interference with prospective or actual contractual or business relations, personal injury, slander, libel, assault, battery, negligence (including the gross or intentional negligence of Pritchett or any Releasee), negligent or intentional infliction of emotional distress or mental suffering, false imprisonment, wrongful termination, wrongful demotion, wrongful failure to promote, wrongful deprivation of a career opportunity, discrimination (including disparate treatment and disparate impact), hostile work environment, sexual or other harassment, retaliation, any request to submit to a drug or polygraph test, and/or whistleblowing, whether said claim(s) are brought pursuant to laws of the United States, the States of Texas or North Carolina, the State in which Pritchett was employed, or any other jurisdiction, (iv) all claims or theories of recovery arising under any local, state, federal or international law, regulation, constitution, or ordinance, or from equity, contract, tort, or other common law, including but not limited to any claim or theory of recovery arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. §§ 1981-1985, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., the Fair Labor Standards Act, the Worker Adjustment Retraining and Notification Act of 1988, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, Executive Order 11246, VEVRAA, the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301, *et seq.,* the Employee Retirement Income Security Act, the Occupational Health Safety Act, the Equal Pay Act, all federal, state, and local employment and wage and hour laws (including those of any State or City in which Pritchett was employed), and as any such laws or regulations may be amended from time to time, and (v) any other claim arising under the common law or any local, state, federal, or international law or regulation, whether related to employment or not, and whether identified specifically in this Agreement or not.

This release also applies to any claims brought by any organization, person, or agency on behalf of Pritchett or class or collective action under which Pritchett may have a right or benefit and, by entering into this Agreement, Pritchett specifically waives and releases any claims for monetary or other damages (including costs or attorneys' fees) or relief of any kind (including injunctive and declaratory relief) in any action or proceeding of any kind in which such a claim is asserted or any settlement of same. Pritchett further acknowledges that this Agreement may be pled as a complete defense and shall constitute a full and final bar to any claim for damages or other relief based on any matters released herein.

9. **<u>Restrictive Covenants</u>.** Pritchett acknowledges and recognizes the highly competitive nature of the business of the Company and accordingly agrees as follows:

(a) **<u>Non-Competition</u>.**

(1) Beginning on the Separation Date and continuing for until July 25, 2025*,* Pritchett shall not: (A) engage in any Competitive Activity (as defined below) within or with respect to the Prohibited Territory (as defined below); or (B) as an employee, agent, partner, shareholder, member, investor, money or equipment lender, director, consultant, advisor, owner, or (without limitation of the specific enumeration of the foregoing) otherwise, assist others to engage in any Competitive Activity within or with respect to the Prohibited Territory.

(2) "**Competitive Activity**" means competing against the Company by: (A) engaging in work for a competitor of the Company that is the same as or substantially similar to the work Pritchett performed on behalf of the Company at any time during the 12 months prior to the Separation Date; (B) engaging in any aspect of the Restricted Business that Pritchett was involved with on behalf of the Company at any time during the 12 months prior to the Separation Date; (C) supervising others engaged in any aspect of the Restricted Business that Pritchett was involved with on behalf of the Company at any time during the 12 months prior to the Separation Date; and/or (D) supporting any competitor of the Company with respect to any aspect of the Restricted Business that Pritchett was involved with on behalf of the Company at any time during the 12 months prior to the Separation Date. Notwithstanding the preceding, passively owning less than 1% of a public company shall not constitute by itself Competitive Activity or assisting or supporting others to engage in Competitive Activity.

(3) The "**Restricted Business**" means the business of manufacturing, engineering, marketing, selling, and/or providing building products or services competitive with any product manufactured, engineered, marketed, sold, or provided by the Company at any time within 12 months prior to the Separation Date. The Parties acknowledge and agree that the products provided by the Company as of the Separation Date include, without limitation: (A) stone, vinyl siding and related components, windows (including vinyl windows, vinyl clad windows, aluminum windows, aluminum clad windows, and wood windows), and doors; (B) stone veneer, brick and block and related products and services; and (C) metal building systems or components (including, without limitation, primary and secondary framing systems, roofing systems, end or side wall panels, sectional or roll-up doors, windows, or other metal components of a building structure), coated or painted steel or metal coils, coil coating or coil painting services. The Restricted Business shall also include services competitive with those services offered, sold or provided by the Company related to the design, production, sale, or installation of the foregoing products.

(4) "**Prohibited Territory**" means: (A) Pritchett's sales territory or geographic area of responsibility (including sales, supervisory, managerial, or operational responsibility) for the Company at any point during the 12 months prior to the Separation Date; (B) the area within 250 miles from Pritchett's primary office location as of the Separation Date; and, if applicable, (C) the area within 250 miles from any office or manufacturing facility where Pritchett maintained a secondary office or over which Pritchett had responsibility for personnel or operations or performed job duties at any time during the 12 month period prior to the Separation Date.

(5) The "**Company**" as used in subsections (a) and (b) of this means: (A) Pritchett's employer immediately prior to the Separation Date; and (B) any affiliate of such employing entity with or for whom Pritchett performed services or had responsibilities any time during the 12-month period prior to the Separation Date.

(b) **Non-Solicitation and Non-Recruitment.** From the Separation Date and continuing until July 25, 2025, Pritchett shall not, directly or indirectly, and whether on her own behalf or on behalf of any other person or entity:

(1) hire, seek to hire, or solicit the employment or service in a commercial capacity of any employee, agent, or consultant of the Company with whom Pritchett, at any time during Pritchett's employment with the Company, had a business-related contact or had access to Confidential Information about, whether direct or indirect, or assist another in any of the foregoing activities;

(2) in any manner attempt to influence or induce any employee, agent, or consultant of the Company with whom Pritchett, at any time during Pritchett's employment with the Company, had a business related contact or had access to Confidential Information about, whether direct or indirect, to leave the employment or service of the Company or otherwise impair his or her or its employment or relationship with the Company, or assist another in any of the foregoing activities;

(3) use or disclose to any person, partnership, association, corporation or other entity any information concerning the names and addresses of any employees, agents or consultants of the Company or the terms of their employment with the Company unless such use or disclosure is of a personal nature, is requested by the Company, or is required by due process of law;

(4) with respect to the Restricted Business, call upon, solicit, divert or attempt to call upon, solicit or divert the business of any customer or acquisition prospect of the Company with whom Pritchett dealt or had business

dealings with, whether direct or indirect (including in a sales, supervisory, managerial, or operational capacity), at any time during the 24 month period prior to the Separation Date, or had access to Confidential Information about, whether direct or indirect, at any time during the 24 month period prior to the Separation Date, or assist another in any of the foregoing activities. This limitation shall apply to any location where a customer or acquisition prospect may be found for purposes of solicitation; and/or

(5) interfere with or seek to interfere with: (a) the relationship between the Company and any customers or acquisition prospect of the Company with whom Pritchett dealt or had business dealings with, whether direct or indirect (including in a sales, supervisory, managerial, or operational capacity), at any time during the 24 month period prior to the Separation Date, or had access to Confidential Information about, whether direct or indirect, at any time during the 24 month period prior to the Separation Date; or (b) the relationship between the Company and any of the vendors of the Company with whom Pritchett dealt or had business dealings with, whether direct or indirect (including in a sales, supervisory, managerial, or operational capacity), at any time during the 24 month period prior to the Separation Date, or had access to Confidential Information about, whether direct or indirect, during the 24 month period prior to the Separation Date, or assist another in any of the foregoing activities. This limitation shall apply to any location where a customer, vendor, or acquisition prospect may be found for purposes of interference.

(c) **Notification to Subsequent Employers.** Pritchett shall inform any prospective employers of this Agreement or any other policy or agreement between Pritchett and the Company that may be in effect at the time of Pritchett's correspondence with such prospective employers, with specific regard to the restrictive covenants set forth in this Section. Pritchett hereby authorizes the Company at its discretion to contact Pritchett's prospective or subsequent employers and inform them of this Agreement or any other policy or agreement between Pritchett and the Company that may be in effect at the time that Pritchett's employment with the Company ends.

(d) **Questions.** For questions regarding competitive companies, Pritchett shall contact the Chief Human Resources Officer. Upon request from Pritchett, the Company may elect, in its sole discretion, to release Pritchett from any of the restrictions contained in subsections (a) and (b) above. Should the Company elect to release Pritchett from any such restrictions, the Company, in its discretion may cease any future payments or benefits provided under this Agreement from the date on which the Company agrees to such release. Notwithstanding a release by the Company of the Pritchett from any of the restrictions contained in this Section, all other restrictions contained in this Agreement shall remain in force. Pritchett shall also inform future employers about any modified restrictions on or before commencement of employment with the employer.

(e) **Non-Disclosure of Confidential Information.** Pritchett agrees that following the termination of employment, she shall maintain all Confidential Information in confidence and agrees that she shall not, directly or indirectly, except as expressly authorized by the Company in writing, (i) divulge or disclose for any purpose whatsoever any Confidential Information that has been obtained by or disclosed to Pritchett in connection with Pritchett's employment with the Company, or (ii) use any Confidential Information for the benefit of Pritchett or any third party. Provided that, if Pritchett is required in or pursuant to any legal, judicial or administrative proceeding (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Pritchett shall notify, as promptly as practicable, the Company of such request or requirement so that the Company may seek an appropriate protective order or waive compliance with the provisions of this Agreement, and/or take any other action deemed appropriate by the Company. If, in the absence of a protective order or the receipt of a waiver hereunder, Pritchett is compelled or required by law or the order of any governmental, regulatory or self-regulatory body to disclose the Confidential Information, Pritchett may disclose only that portion of the requested Confidential Information which Pritchett is compelled or required to disclose, and Pritchett will exercise Pritchett's reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information. This provision is in addition to, and not in lieu of, any other confidentiality or non-disclosure agreements by the Pritchett in favor of the Company or the restrictions afforded trade secrets as defined under applicable law. Nothing in this Agreement shall authorize the disclosure of trade secrets at any time.

(f) **Non-Disparagement.** Pritchett agrees to refrain from any criticisms or disparaging comments about the Company (including any of its or their management, employees, or business policies or practices), or which may disrupt, harm, or impair the Company's business, business relationships, operations, goodwill, or reputation. *Provided, however*, that nothing in this Agreement shall apply to or restrict in any way the communication of information by the Company or limit Pritchett's right to provide truthful testimony or information in response to a subpoena, court or arbitral order or valid request by a state or federal law enforcement, regulatory, or judicial agency, body or official, or to the Board or senior management of the Company, or require notice to the Company thereof, and Pritchett will be not be in breach of the covenant contained above solely by reason of truthful testimony which is compelled by process of law, including with respect to any dispute in connection with this Agreement. Nothing in this Agreement restricts, or is intended to restrict, any rights of Pritchett that cannot be lawfully restricted, including but not limited to any legally protected whistleblower rights (including pursuant to Rule 21F promulgated under the Securities Exchange Act of 1932, as amended).

10. **<u>Enforcement Provisions</u>.** Pritchett acknowledges and agrees as follows:

(a) The Confidential Information of the Company is unique and was developed or acquired by them through the expenditure of valuable time and resources; that the Company derives independent economic value from this Confidential Information not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; that the Company has taken all prudent and necessary measures to preserve the proprietary and confidential nature of its Confidential Information; and that the covenants set forth in the preceding Section are the most reasonable, efficient and practical means to protect the Confidential Information.

(b) The covenants set forth in the preceding Section are necessary to protect the goodwill of the Company following Pritchett's employment separation, and to ensure that such goodwill will be preserved and continued for the benefit of the Company after Pritchett's employment terminates.

(c) Due to the nature of the business conducted by the Company and as contemplated to be continued and conducted by the Company, the scope and the duration of the covenants set forth in the preceding Section are in all respects reasonable.

(d) The covenants set forth in the preceding Section each constitute separate agreements independently supported by good and adequate consideration and each such agreement shall be severable from the other provisions of this Agreement. The existence of any claim or cause of action of Pritchett against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants contained herein.

(e) In the event of Pritchett's breach, or threatened breach, of any term or provision contained in the preceding Section of this Agreement, Pritchett agrees that the Company shall suffer irreparable harm not compensable by damages or other legal remedies, and that accordingly the Company shall be entitled to both temporary and permanent injunctive relief without the necessity of posting a bond exceeding $1,000.00 or providing independent proof by it as to the inadequacy of legal remedies or the nature or extent of the irreparable harm suffered by it. The right of the Company to such relief shall not be construed to prevent it from pursuing, either constructively or concurrently, all other legal or equitable remedies available to it for such breach or threatened breach, including the recovery of monetary damages. Without limiting the generality of relief that may be sought by the Company, the Company shall not be required to pay any unpaid portion of the severance payments and separation benefits otherwise payable under this Agreement as of the date of the breach or threatened breach of the obligations set forth in the preceding Section or the restrictive covenants contained in any Equity Agreement or other surviving agreement. At the election of the Company, Pritchett may also be required to repay the severance payments that have previously been paid to Pritchett beyond $500.00 in the event of such breach or threatened breach. Any such forfeiture and/or repayment of severance payments and separation benefits shall in no way impair Pritchett's obligations to comply with this Agreement, the effectiveness of the Release, or the Company's right to injunctive relief and damages for the breach.

(f) The Parties intend for all provisions of the foregoing restrictive covenants to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any restrictive covenant is too broad or adjudicated to be invalid or unenforceable, the Parties intend that the court may reform the provision to such narrower scope as it determines to be reasonable and enforceable and to effectuate as nearly as possible the intentions and agreement of the Parties. Further, if a court or other authorized authority determines that Pritchett has violated the provisions of subsections (a) and (b) of the preceding Section, then the time period contained in those subsections shall be extended by the period Pritchett was in violation.

(g) In any action or claim brought by Pritchett or in any action or claim brought against Pritchett involving the provisions of this Section, Pritchett hereby waives any claim or defense that the above restrictive covenants are unenforceable, void or voidable or should be voided or held unenforceable, for any reason, including, but not limited to fraud, misrepresentation, illegality, unenforceable restraint of trade, failure of consideration, illusory contract, mistake, or any other substantive legal defense.

(h) The Parties agree that if there is any conflict between the provisions of this Agreement and the restrictive covenants contained in any Equity Agreement (or any other surviving agreement or portion thereof), the most stringent provisions and broadest definitions shall control over less restrictive provisions or definitions to the full extent permitted by law. The Parties further agree that Pritchett's obligations set forth in this Section are in addition to any restrictive covenants contained in any Equity Agreement or other surviving agreement (or portion thereof).

11. **Return of Company Property.** Pritchett shall immediately return all Company property (e.g., vehicles, company identification, keys, access cards, passwords, credit cards, cell phones, laptops, files, documents, e-mails, notes, and computer equipment), and all Confidential Information that Pritchett has in her possession or control. By execution of this Agreement, Pritchett agrees that she has not made or retained and shall not make or retain any embodiment, copy or extract of any Confidential Information. Pritchett understands and agrees that she will not be entitled to the consideration described in this Agreement until she returns all Company property, even if she executes this Agreement and does not revoke it.

12. **Confidentiality of Agreement.** Except as allowed in this Agreement, Pritchett agrees that this Agreement is strictly confidential and she will not reveal or allow anyone else to reveal the terms of this Agreement (including the amount of the Severance Payment) to anyone, provided that nothing shall prevent Pritchett from disclosing the terms of this Agreement to her spouse, legal or financial advisors, as required by law, or as specifically authorized by the Company in writing, subject to their agreement to keep such information confidential. If Pritchett is required by law to disclose this Agreement or the terms of this Agreement, Pritchett agrees to provide advance notice to the Company prior to any such disclosures.

13. **Entire Agreement.** This Agreement (including the addendums and exhibits), the Equity Agreements (including the Plan as incorporated therein), and the restrictive covenants (including covenants related to intellectual property) and related obligations contained in any other agreement between Pritchett and Company, constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede all prior agreements, understandings, representations, negotiations, discussions or arrangements, either oral or written, with the Company regarding matters addressed herein. For the avoidance of doubt, all of (i) the post-termination restrictive covenants contained in any Equity Agreement (including the Plan as incorporated therein), and (ii) the post-termination restrictive covenants contained in any Employment Agreement, Non-Compete Agreement, Confidentiality Agreement, Retention Agreement, or in any other agreement between Pritchett and Company, are hereby reaffirmed and shall remain binding on Pritchett and in full force and effect according to their terms following execution of this Agreement. None of the Parties have relied on any statements or representations that have been made by any other Party that are not set forth in this Agreement, and no Party is entitled to rely on any representation, agreement or obligation to disclose information that is not expressly stated in this Agreement.

14. **Governing Law.** This Agreement will be construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws provisions or the conflict of laws provisions of any other jurisdiction which would cause the application of any law other than that of the State of North Carolina.

15. **Severability.** If any part of this Agreement is found to be invalid or unenforceable, the other portions shall remain valid and enforceable and in full force and effect; however, if any or all of the above release provision is declared invalid or unenforceable, Pritchett agrees that she will promptly execute a valid release and waiver in favor of the Released Parties.

16. **Modifications and Amendments.** This Agreement may not be modified or amended except by an instrument in writing signed by Pritchett and an authorized representative of the Company. Pritchett understands and agrees that any changes the Parties may make to this Agreement, whether material or immaterial, will not restart the time to consider this Agreement.

17. **<u>Dispute Resolution</u>.** If there is a dispute arising out of or related to this Agreement, and if the dispute cannot be settled through direct discussions, the aggrieved party shall by written notice demand that the dispute be submitted to non-binding mediation before any action is filed in a court or arbitral forum. Pritchett and the Company hereby agree to endeavor to settle the dispute in an amicable manner by participating in non-binding mediation held in Houston, Harris County, Texas or Cary, Wake County, North Carolina or such other location as agreed by the Parties, before a mediator jointly selected by the Parties, before either party seeks recourse in court or an arbitral forum. The Parties agree to make a good faith attempt to resolve the dispute through mediation within thirty (30) days after the written demand for mediation is received by the non-aggrieved party. The cost of mediation shall be split equally between the Parties and each party shall bear its own costs and attorneys' fees related to the mediation. This provision in no way restricts the right of the Company to immediately seek the enforcement of any of the restrictive covenants contained in this Agreement or any other surviving agreement in order to protect the Company from immediate and irreparable harm to the fullest extent allowed by law.

18. **<u>Mandatory Venue</u>.** The Parties consent to personal jurisdiction in the States of Texas and North Carolina and agree that the exclusive, mandatory venue for any disputes, lawsuits, actions and/or proceedings arising from or related in any way to this Agreement or Pritchett's employment are in the state and/or federal courts in Houston, Harris County, Texas or Cary, Wake County, North Carolina.

19. **<u>Section 409A</u>.**

(a) If Pritchett is deemed to be a "**<u>Specified Employee</u>**" at the time of "**<u>Separation from Service</u>**," as such terms are defined in Section 409A of the United States Tax Code ("**<u>Code</u>**"), and if any portion of the Separation Benefits are subject to Section 409A, the character and timing of any separation payments shall be determined pursuant to this sub-section. If Pritchett is deemed to be a Specified Employee at the time of the Separation from Service, then to the extent delayed commencement of any portion of the benefits to which Pritchett is entitled under this Agreement is required in order to avoid a prohibited payment under the Code, such portion of Pritchett's separation benefits shall not be provided to Pritchett prior to the earlier of (i) the date that is six months after Pritchett's termination, (ii) the date of Pritchett's death, or (iii) one or more dates that otherwise comply with the requirements of Section 409A. For purposes of Section 409A of the Code, each payment that Pritchett may be eligible to receive under this Agreement shall be treated as a separate and distinct payment and shall not collectively be treated as a single payment.

(b) This Agreement is intended to comply with Section 409A of the United States Tax Code and any ambiguous provision will be construed in a manner that is compliant with or exempt from the application of Section 409A. It is the intent of the Parties that the provisions of this Agreement avoid the imposition of the excise tax under Section 409A, therefore, the Company, in its discretion, may amend this Agreement to the extent necessary to avoid or minimize the excise tax under Section 409A and no action taken to comply with Section 409A shall be deemed to adversely affect Pritchett's rights under this Agreement. However, in no event shall the Company be liable for any taxes, interest, or penalties imposed on Pritchett pursuant to or by reason of Section 409A. For purposes of Section 409A if it applies, Pritchett shall be responsible for proposing a payment schedule compliant with Section 409A to which both Parties must agree, such agreement not to be unreasonably withheld.

20. **<u>Waiver</u>.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

21. **<u>Inadmissibility of Agreement</u>.** Neither this Agreement, nor any of its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, or admission by any of the Parties of any liability, fault, wrongdoing, omission, or damage.

<u>22.</u> **<u>Notices</u>.** Except as otherwise stated herein, for purposes of this Agreement, all notices or other communications hereunder shall be in writing (including email) and shall be effective on receipt and given in person and/or by United States Certified Mail, return receipt requested, postage prepaid, addressed as follows:

<u>To the Company</u>:
Cornerstone Building Brands, Inc.
Attn: Chief Human Resources Officer
5020 Weston Parkway
Cary, NC 27513

<u>To Colleen Pritchett</u>:
At her address most recently contained in the Company's records

Either Party may designate a different address by providing written notice to the other Party.

<u>23.</u> **<u>Counterparts and Titles</u>.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one document. The titles and headings preceding the text of the sections and subsections of this Agreement (including Exhibits) have been inserted solely for convenience of reference and do not constitute a part of this Agreement or affect its meaning, interpretation or effect.

<u>24.</u> **<u>Non-Alienation</u>.** Pritchett shall not have any right to pledge, hypothecate, anticipate, or in any way create a lien upon any amounts due or payable under this Agreement, including but not limited to the Severance Payment, and no payments or benefits due hereunder shall be assignable in anticipation of payment either by voluntary or involuntary acts or by operation of law. So long as Pritchett lives, no person, other than the Parties hereto, shall have any rights under or interest in this Agreement or the subject matter hereof, except as expressly provided herein.

<u>25.</u> **<u>Third Party Beneficiaries</u>.** Each of the Releasees who are not signatories to this Agreement are hereby agreed to be third party beneficiaries of this Agreement and shall be entitled to all rights, benefits, and protections of this Agreement, and shall further be entitled to enforce this Agreement and each of its terms. This Agreement shall be binding on the Parties hereto, together with their respective executors, administrators, successors, personal representatives, heirs, and assigns.

<u>26.</u> **<u>Miscellaneous</u>.** Nothing in this Agreement restricts Pritchett from communications with or full cooperation in the investigations of any governmental agency, including the EEOC, NLRB, and SEC, on matters within their jurisdiction or from cooperating with the Company in any internal investigation. However, as stated above, this Agreement does prohibit Pritchett from recovering any relief, including monetary relief, as a result of such activities (including any settlement related to such filing).

<u>27.</u> **<u>California Residents/Workers Only</u>.** Pritchett understands and agrees that if she is a California resident or worked for the Company in California at any time, the additional terms and conditions contained in the attached California Addendum shall form a part of this Agreement. By Pritchett's signature below, she is also agreeing to those terms and conditions.

[*Remainder of Page Intentionally Blank*]

EACH SIGNATORY TO THIS AGREEMENT HAS ENTERED INTO THIS SEPARATION AGREEMENT AND COMPLETE RELEASE OF CLAIMS KNOWINGLY, VOLUNTARILY, FREELY AND WITHOUT DURESS. EACH SIGNATORY AGREES THAT THEY HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT (INCLUDING EXHIBITS) AND HAVE HAD A FULL AND FAIR OPPORTUNITY TO ASK ANY QUESTIONS THEY HAVE ABOUT THE AGREEMENT.

EMPLOYEE: COLLEEN PRITCHETT

/s/ Colleen S. Pritchett 7/01/2024
Colleen Pritchett Signature Date

CORNERSTONE BUILDING BRANDS, INC. AND ITS SUBSIDIARIES, AFFILIATES, AND RELATED ENTITIES (INCLUDING THE ENTITIES KNOWN AS NCI GROUP, INC., NCI BUILDING SYSTEMS, INC., PLY GEM INDUSTRIES, INC., AND EMPLOYEE'S HIRING ENTITY)

By: /s/ Alena Brenner

Printed Name: Alena Brenner

Title: Chief Legal Officer

Date: 7/9/2024

CALIFORNIA ADDENDUM TO AGREEMENT

Additional Terms and Conditions

The following constitute additional terms and conditions applicable to all persons who resided in California and/or or worked for the Company in California at any time during employment. These terms and conditions constitute part of the Agreement and shall be binding on all persons who resided in California and/or or worked for the Company in California at any time during employment, and who choose to sign the Agreement.

1. **Waiver of Unknown Claims.** Pritchett expressly waives any and all rights under Section 1542 of the Civil Code of the State of California, and any like provision or principle of common law in any foreign jurisdiction. Section 1542 provides as follows:

> **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

Notwithstanding the provisions of Section 1542, for the purpose of implementing a full and complete release and discharge, Pritchett expressly acknowledges that this Agreement is intended to include in its effect, without limitation, claims and causes of action which Pritchett does not know of or suspect to exist in Pritchett's favor at the time of execution of this Agreement and that this Agreement contemplates extinguishment of all such claims and causes of action. With full awareness and understanding of the above provisions, Pritchett hereby waives any rights she may have under Section 1542, as well as under any other statutes or common law principles of similar effect and expressly releases the Company and Releasees from claims which Pritchett does not presently know or suspect to exist at this time.

2. **Survival of Arbitration Agreements.** Pritchett understands and agrees that any arbitration agreement signed during Pritchett's employment with the Company shall survive execution of the Agreement and shall remain in full force and effect and binding on Pritchett according to its terms following Pritchett's employment separation and execution of the Agreement. To the extent there is any conflict between the subject matter of the arbitration agreement and the subject matter of the Agreement, the arbitration agreement that Pritchett signed shall control and supersede any conflicting provisions related to arbitration.

EQUITY AND EQUITY AWARDS
EXHIBIT A

Equity Type	**Grant/Issue Date**	**Vesting Date**	**Treatment**	**Approximate Value**
Incentive Unit Dividend Payment	January 23, 2024	July 25, 2024	Remain eligible to vest subject to continued availability to provide consulting and transition services during the Transition Period	$235,656
Class A-2 Units	October 7, 2022	N/A	Subject to repurchase by Ultimate following the Transition Period in accordance with the terms of the Equity Agreements	$50,000

Equity Compensation Forfeited

Equity Type	**Grant Date**	**Vesting Date**	**Terms**	**Approximate Value**
Incentive Units (Class B Units)	October 7, 2022	20% annually on July 25 (9,000 have vested)	Vested and unvested forfeit (as Incentive Units currently have no net value)	$0 (total initial grant of 45,000 Profit Units)
Incentive Unit Dividend Payments	January 23, 2024	July 25, 2025 July 25, 2026 July 25, 2027	Forfeit	$706,968.15

Cornerstone Building Brands
SHORT-TERM INCENTIVE PLAN (STIP) DOCUMENT

Document Title	Short-Term Incentive Plan (STIP)
Document Date	January 1, 2025
Document Owner	VP, Total Rewards & HR Operations
Document Sensitivity	Confidential; Available to all eligible employees

Plan Overview

Cornerstone Buildings Brands (the “Company”) maintains this STIP (the “Plan”), which provides an annual incentive (the “Annual Incentive Bonus”) that drives performance towards achievement of Company, Business Unit, and individual goals and objectives.

The Plan year mirrors our fiscal year and runs from January 1 to December 31 of each year.

Eligibility

Eligibility for participation in the Plan is determined based on job level and is supported by market data and management input. Positions and/or specific employees included in the Plan (each a “Participant”) are annually reviewed and approved by the Vice President, Total Rewards & Human Resources Operations and the Chief Human Resources Officer.

To be eligible to receive an Annual Bonus Payout (as defined below) under the Plan, the Participant must a full-time employee and must be employed on the date the payment is made except as otherwise provided under “**Plan Rules**.”

Participants are not eligible to participate concurrently in any other active short-term incentive, annual bonus, or commission plan or program sponsored or maintained by the Company.

Plan Payout

Payouts under the Plan (the “Annual Bonus Payout”) will be made in the form of a cash payment, payable as soon as administratively feasible following the end of the fiscal year and upon the determination of the Company’s financial results and approval by the Compensation Committee of the Company’s Board of Directors, which is anticipated to be no later than the end of the first fiscal quarter following the Plan year.

A Participant may receive an Annual Bonus Payout that is greater than, equal to, or less than (including no bonus, in some cases) the Participant’s Annual Bonus Payout target, depending on actual Company performance, Business Unit performance and the Participant’s individual performance.

Plan Design

Participants in the Plan receive an annual incentive target amount (the “Bonus Target”) based on a percentage of their annual base pay. The target percentage is established based on job level and supported by market data and management input.

The Annual Bonus Payout is calculated based on the applicable plan measures, which are Company Adjusted EBITDA[1] performance, Business Unit Adjusted EBITDA performance, Primary Working

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[1] Defined as earnings before interest, income taxes, and depreciation and amortization. Refer to Part II, “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations”, under the heading “Non-GAAP Financial Measures” in the Company’s annual report on Form 10-K for the fiscal year ended December 31, 2024 for a detailed

Capital[2] as a percentage of Company net sales, Primary Working Capital as a percentage of BU net sales, and/or the Participant's achievement of Individual Objectives. All calculations of the financial metrics are subject to adjustments related to acquisitions or divestitures and other items as determined by the Company and may differ from publicly available data.

The Plan has the following categories: (1) **Corporate Function Plan,** (2) **Business Unit Plan,** (3) **Manufacturing Plan,** (4) **Special Initiatives Plan,** (5) **Business Unit President Plan, and** (6) **Executive Plan**. Participants are assigned to a Plan based on their role within the Company.

Measures and weighting for each Plan are shown in the table below.

Plan	Plan Measures and Weighting				
	Company Adjusted EBITDA	Business Unit Adjusted EBITDA	Primary Working Capital		Individual, Divisional or Brand Objectives
			Company	Business Unit	
Corporate Function	70%	-	10%	-	20%
Business Unit	30%	40%	-	10%	20%
Manufacturing	-	40%	-	10%	50%
Special Initiatives	-	50%	-	-	50%
Business Unit President	30%	50%	-	20%	-
Executive	80%	-	20%	-	-

Performance Definitions

Threshold means the minimum level of performance at which a payout is earned for a measure.

Target means the planned financial goal at which 100% payout may be earned for a measure.

Maximum means the highest level of performance, beyond which no additional incremental payments are made.

Circuit Breaker

- **Business Unit and Business Unit President Plans:** Circuit Breaker means the minimum achievement of Business Unit Adjusted EBITDA required to participate in payouts for the Company Adjusted EBITDA and Individual Objectives measures. The Circuit Breaker is lower than the Business Unit Adjusted EBITDA Threshold.
  - If actual Business Unit Adjusted EBITDA is above the Circuit Breaker but below the Threshold, (i) the Participant will be eligible to participate in the Company Adjusted EBITDA Measure based on a linear interpolation ranging from zero percent at the Business Unit Circuit Breaker amount and 50% at the Business Unit Threshold amount and (ii) the pool available for payment of Individual Objectives in the Business Unit Plan will be reduced based on a modifier determined through linear interpolation based on actual Business Unit Adjusted EBITDA starting at 50% at the Circuit Breaker to 100% at the Threshold level.
  - If Business Unit Adjusted EBITDA is at or below the Circuit Breaker, both the payout for the Company Adjusted EBITDA Measure and the pool for Individual Objectives in the Business Unit Plan will be zero.

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calculation of the Company's Adjusted EBITDA and to Part II, "Item 8. Note 16 — Reportable Segment and Geographical Information" for a detailed calculation of Business Unit Adjusted EBITDA.
[2]Primary working capital consists of net trade accounts receivable, inventories, and accounts payable.

- **Manufacturing, Special Initiatives and Corporate Function Plans:** Circuit Breaker means the minimum achievement of Company Adjusted EBITDA or Business Unit Adjusted EBITDA, as applicable, required to participate in payouts for the Individual Objectives measure. The Circuit Breaker is lower than the applicable Adjusted EBITDA Threshold.
  - If actual Adjusted EBITDA performance is above the Circuit Breaker but below the Threshold, the pool available for payment of Individual Objectives will be reduced based on a modifier determined through linear interpolation based on actual Adjusted EBITDA starting at 50% at the Circuit Breaker to 100% at the Threshold level.
  - If Adjusted EBITDA is at or below the Circuit Breaker, the pool for Individual Objectives will be zero.
- **Executive Plan:** Circuit Breaker does not apply to the Executive Plan.

Plan Measures

Company Adjusted EBITDA: The Company performance achievement measurement will be based upon the Company's attainment of Adjusted EBITDA subject to specified adjustments, as determined by the Company. Company achievement will be assessed as actual Adjusted EBITDA relative to Target Adjusted EBITDA.

Company Primary Working Capital: The Company Primary Working Capital achievement measure will be based on attainment of the Company's net primary working capital goals which are expressed as a percentage of net sales. The Company Adjusted EBITDA Threshold must be met in order for the Maximum payout for the Company Primary Working Capital measure to be earned. If the Company Adjusted EBITDA Threshold is not met, payout for Company Primary Working Capital will be capped at the Target level.

Business Unit Adjusted EBITDA: The Business Unit performance achievement measure will be based on attainment of the individual Business Unit's Adjusted EBITDA subject to specified adjustments. Achievement will be assessed as actual Adjusted EBITDA relative to Target Adjusted EBITDA.

Business Unit Primary Working Capital: The Business Unit Primary Working Capital achievement measure will be based on attainment of the Business Unit's Primary Working Capital goals, which are expressed as a percentage of net sales. The Business Unit Adjusted EBITDA Threshold must be met in order for the Maximum payout for the Business Unit Primary Working Capital measure to be earned. If the Business Unit Adjusted EBITDA Threshold is not met, payout for the Business Unit Primary Working Capital measure will be capped at the Target level.

Individual Objectives: The Individual performance achievement measurement will be based on an individual's behaviors and attainment of certain annual financial and/or non-financial individual objectives as determined by a Participant's manager, in consultation with the Participant, at the beginning of the Plan year. Individual Objectives should be aligned to the Company's and Business Unit's financial performance and should be specific and linked to Participants' contributions to Company or Business Unit results. These objectives should be documented in the Company's performance management system and monitored throughout the year to determine the level of achievement at the end of the Plan year.

Individual Objectives are measured with performance achievement scores between 1.0 – 5.0. Depending on the performance score, the payout curve ranges from 0% to 125% for the Corporate Function and Business Unit Plans. The payout curve ranges from 0% to 200% for the Manufacturing and Special Initiatives Plans.

Performance ratings for Individual Objectives at the end of the Plan year will be assessed as follows:

Performance Rating	Description
1.0	Does Not Meet Expectations
2.0	Needs Improvement
3.0	Meets Expectations
4.0	Exceeds Expectations
5.0	Far Exceeds Expectations

If the applicable Adjusted EBITDA performance (Business Unit Adjusted EBITDA or Company Adjusted EBITDA) is above the Circuit Breaker, the available pool for Individual Objectives will be allocated to the individuals in the plan in alignment with performance ratings with appropriate adjustments made in consultation with the Participant's manager and the HR leader. Once all allocations are made, the final determination of payout based on achievement of Individual Objectives will be determined at the discretion of the Business Unit Presidents and/or Corporate Leaders, Chief Financial Officer and Chief Human Resources Officer. Total payouts in respect of Individual Objectives shall not exceed the available pool.

Plan Rules

New Plan Participants, Promotions & Transfers

Newly hired employees who meet the eligibility requirements will be eligible to participate in the Plan as of their date of hire. New Plan Participants will have their Annual Bonus Payout pro-rated based on the number of days in the eligible position based on their date of hire or date Plan participation begins. Participants who transfer between Plan categories during the year will be assessed and pro-rated for the number of days eligible in each Plan category.

Annual Bonus Payouts will be calculated based on the number of days eligible at each Target level and salary as of the last day of the fiscal year.

The Plan closes to new entrants (i.e., persons newly promoted to an eligible position or new hires) as of November 1 each year; participation for individuals hired or transferred on or after that date will beginning the following Plan year.

Termination of Employment

If a Plan Participant's employment terminates for any reason prior to payout, the Participant will not be eligible to receive any payment under the Plan, unless the termination of employment results from the Participant's death or long-term disability as provided below.

Death and Disability

Eligible employees who terminate employment due to death or long-term disability (defined in accordance with Company policy) during a Plan year will be entitled to receive a pro-rata portion of their Annual Bonus Payout earned in respect of such Plan year, even if they are not employed as of the award payout date. If a Participant is placed on long-term disability, their Annual Bonus Payout for the Plan year shall be prorated to correspond to the period of the Participant's active employment during the Plan year. In the event of a Participant's death during a Plan year, the Company will pay to the Participant's estate a pro-rata portion of the Annual Bonus Payout. All such pro-rata Annual Bonus Payouts payable under this paragraph will be paid no later than March 15 of the year following the Plan year in which the termination of employment occurs.

Leave of Absence

Unless otherwise provided under applicable law, a Participant on approved leave of absence will not earn an Annual Incentive Bonus during their leave of absence. A Participant who commences an approved leave of absence during a Plan year will be entitled to receive a pro-rata portion of their Annual Bonus corresponding to the period of the Participant’s active employment during the Plan year. Payment of any Annual Bonus Payout or portion thereof earned under this paragraph will be made on the normal Plan payout schedule, subject the Participant’s continued employment through such date.

Plan Administration

The Company’s Human Resources Department will administer this Plan. Achievement of Company and Business Unit financial measurements will be monitored each quarter by the Corporate Finance Department. Achievement of individual measures will be monitored by both the Plan Participant and their manager via the Company’s performance management system. Upon completion of the fiscal year, the Corporate Finance Department, Leadership Team members and the Human Resources Department will complete the calculation of the Annual Bonus Payout and obtain the necessary approvals for the Annual Bonus Payouts. Final approval for Annual Bonus Payouts will be at the sole discretion of the Compensation Committee of the Company’s Board of Directors. All determinations made by the Company, the Board, or the Compensation Committee under the Plan (including any individual performance assessments) will be final and binding.

Plan Amendment and Termination

The Company reserves the right to modify, suspend or terminate the Plan at any time without liability to any person other than for Annual Bonus Payouts previously determined and approved but not yet paid. Any exceptions not outlined in this document must be approved by the Chief Human Resources Officer.

The Compensation Committee has the absolute and discretionary right to adjust the targets for the plan measures, or to exclude items from the calculation of such plan measures, if it determines that external changes or other business conditions, including but not limited to acquisitions or divestitures, require changes to be made. Any such adjustment will apply to all participants and will be communicated to all participants.

Section 409A of the Code (For US Participants)

This Plan shall be interpreted in a manner such that the payment of any Annual Bonus Payout contemplated hereby will either (i) comply with Section 409A of the Internal Revenue Code or (ii) be exempt from the requirements of Section 409A as a “short-term deferral” under Section 409A, including Treasury Regulations Section 1.409A-1(b)(4), and shall be construed and interpreted consistent with that intent.

No Right to Continued Employment

This Plan document does not constitute an employment contract, and all employment with the Company is ‘at will’ with no fixed term of employment. The Company or an employee may terminate employment at any time, without cause or prior notice.

Plan Payout – Examples

Performance metrics shown below are examples only. Circuit Breakers, Thresholds, Targets, and Maximums are provided annually to Participants in an eligibility letter.

Corporate Function Plan Example (Company Adjusted EBITDA Threshold or above achieved):

Base Salary: $100,000
Target Incentive: 10% ($10,000)
Company Adjusted EBITDA: 70% ($7,000 at Target)
Company Primary Working Capital: 10% ($1,000 at Target)
Individual Objectives 20%: ($2,000 at Target)

		Company Adjusted EBITDA			Company Primary Working Capital	
	% Payout	% of Plan	Performance	Payout	Performance	Payout
Threshold	50%	90%	$720M	$3,500	17%	$500
Target	100%	100%	$800M	$7,000	16%	$1,000
Maximum	200%	110%	$880M	$14,000	15%	$2,000

Payouts for achievements that fall between the above levels are calculated using linear interpolation.

As shown in the table above, payouts are as follows:

Company Adjusted EBITDA measure:
- If Company Adjusted EBITDA is $720M, which is the Threshold, the Participant receives $3,500 for this measure.
- At Target performance of $800M, Participant receives $7,000 for this measure.
- At Maximum performance of $880M or above, Participant receives $14,000 for this measure.

Primary Working Capital:
- If Company Primary Working Capital is 17%, which is the Threshold, the Participant receives $500 for this measure.
- At Target performance of 16%, Participant receives $1,000 for this measure.
- At Maximum performance of 15% and below, Participant receives $2,000 for this measure.

Individual Objectives are measured with performance achievement between 1.0 - 5.0, and the payout curve ranges from 0% to 125%. The Individual Objective scores will correspond with a payout for each individual for the Individual Objective measure, with the total payout aligned with the available pool. While some individual objectives may be formulaic, the final determination of payout based on achievement of individual objectives is at the discretion of the Business Unit Presidents and/or Corporate Leaders, Chief Financial Officer and Chief Human Resources Officer, and total payouts shall not exceed the available pool.

A Participant's payout is calculated by adding the results of each measure together.

<u>Business Unit Plan Example (Business Unit Adjusted EBITDA Threshold or above achieved and Company Adjusted EBITDA Threshold or above achieved):</u>

Base Salary: $100,000
Target Incentive: 10% ($10,000)
Company Adjusted EBITDA: 30% ($3,000 at Target)
Business Unit Adjusted EBITDA: 40% ($4,000 at Target)
Business Unit Primary Working Capital: 10% ($1,000 at Target)
Individual Objectives 20%: ($2,000 at Target)

		Company Adjusted EBITDA		
	% Payout	**% of Plan**	**Performance**	**Payout**
Threshold	50%	90%	$720M	$1,500
Target	100%	100%	$800M	$3,000
Maximum	200%	110%	$880M	$6,000

		Business Unit Adjusted EBITDA			Business Unit Primary Working Capital	
	% Payout	**% of Plan**	**Performance**	**Payout**	**Performance**	**Payout**
Threshold	50%	90%	$272M	$2,000	16%	$500
Target	100%	100%	$302M	$4,000	15%	$1,000
Maximum	200%	110%	$333M	$8,000	14%	$2,000

Payouts for achievement between these levels are calculated using linear interpolation.

As shown in the tables above, payouts are as follows:

Company Adjusted EBITDA measure:
- If Company Adjusted EBITDA is $720M, which is the Threshold, the Participant receives $1,500 for this measure.
- At Target performance of $800M, Participant receives $3,000 for this measure.
- At Maximum performance of $880M or above, Participant receives $6,000 for this measure.

Business Unit Adjusted EBITDA measure:
- If Business Unit Adjusted EBITDA is $272M, which is the Threshold, the Participant receives $2,000 for this measure.
- At Target performance of $302M, Participant receives $4,000 for this measure.
- At Maximum performance of $333M or above, Participant receives $8,000 for this measure.

Business Unit Primary Working Capital measure:
- If Business Unit Primary Working Capital is 16%, which is the Threshold, the Participant receives $500 for this measure.
- At Target performance of $15%, Participant receives $1,000 for this measure.
- At Maximum performance of $14% or below, Participant receives $2,000 for this measure.

Individual Objectives are measured with performance achievement between 1.0–5.0, and the payout curve ranges from 0% to 125%. The Individual Objective scores will correspond with a payout for each individual for the Individual Objective measure, with the total payout aligned with the available pool. While some individual objectives may be formulaic, the final determination of payout based on achievement of individual objectives is at the discretion of the Business Unit Presidents and/or

Corporate Leaders, Chief Financial Officer and Chief Human Resources Officer and shall not exceed the available pool.

A Participant's payout is calculated by adding the results of each measure together.

Business Unit Plan – Circuit Breaker Example (Business Unit Adjusted EBITDA Threshold not achieved):
Base Salary: $100,000
Target Incentive: 10% ($10,000)
Company Adjusted EBITDA: 30% ($3,000 at Target)
Business Unit Adjusted EBITDA: 40% ($4,000 at Target)
Business Unit Primary Working Capital: 10% ($1,000 at Target)
Individual Objectives 20%: ($2,000 at Target)

Business Unit achieves Adjusted EBITDA at 85% (above the Circuit Breaker, which is 80% of Target in this example, but below Threshold which is 90% of Target). Using linear interpolation, a Circuit Breaker multiplier of 50% is applied to the payout for Company Adjusted EBITDA performance at target, because 85% of Target is midway between the 80% Circuit Breaker and the 90% Threshold.

	Business Unit Adjusted EBITDA Performance % of Target	Company Adjusted EBITDA Multiplier
Circuit Breaker: $218M	80%	0%
BU Threshold: $272M	90%	100%

		Company Adjusted EBITDA			Circuit Breaker	
	% Payout	**% of Plan**	**Performance**	**Payout**	**Modifier at 85% Performance**	**Payout with Modifier Applied**
Threshold	50%	90%	$720M	$1,500	50%	$750
Target	100%	100%	$800M	$3,000	50%	$1,500
Maximum	200%	110%	$880M	$6,000	50%	$3,000

		Business Unit Primary Working Capital	
	% Payout	**Performance**	**Payout**
Threshold	50%	16%	$500
Target	100%	15%	$1,000
Maximum	200%	14%	$1,000

As shown in the tables above, payouts are as follows:

Company Adjusted EBITDA measure: Because the Business Unit did not meet its Business Unit Adjusted EBITDA Threshold, but did achieve over the Circuit Breaker, the Participant receives a percentage of the normal calculated payout for the Company Adjusted EBITDA measure. In this example, at 85% of Target Business Unit Adjusted EBITDA performance was achieved (midway between the 80% Circuit Breaker and the 90% Threshold), so the Participant receives 50% of the normal calculated payout for the Company Adjusted EBITDA measure. Therefore,

- If Company Adjusted EBITDA is $720M, which is the Threshold, the Participant receives $750 (50% of $1,500) for this measure.
- At Target performance of $800M, Participant receives $1,500 (50% of $3,000) for this measure.
- At Maximum performance of $880M or above, Participant receives $3,000 (50% of $6,000) for this measure.

Business Unit Adjusted EBITDA measure: Because the Business Unit did not achieve the Threshold performance level, there is no payout for this measure.

Business Unit Primary Working Capital measure:
- If Business Unit Primary Working Capital is 16%, which is the Threshold, the Participant receives $500 for this measure.
- At Target performance of $15%, Participant receives $1,000 for this measure.
- At Maximum performance of $14% or below, Participant receives $1,000 for this measure (because payout is capped at 100% of Target).

Individual Objectives: The Individual Objective scores will correspond with a payout for each individual for the Individual Objective measure, with the total payout aligned with the available pool. In this example, because the Business Unit Adjusted EBITDA was 85% of Target (midway between the 80% Circuit Breaker and the 90% Threshold), so the pool would be reduced by 50%.

A Participant's Annual Bonus Payout is calculated by adding the results of each measure together.

Manufacturing Plan Example: (Business Unit Adjusted EBITDA Threshold or above achieved and Company Adjusted EBITDA Threshold or above achieved):

Base Salary: $100,000
Target Incentive: 10% ($10,000)
Business Unit Adjusted EBITDA: 40% ($4,000 at Target)
Business Unit Primary Working Capital: 10% ($1,000 at Target)
Individual Objectives 50%: ($5,000 at Target)

		Business Unit Adjusted EBITDA			Business Unit Primary Working Capital	
	% Payout	**% of Plan**	**Performance**	**Payout**	**Performance**	**Payout**
Threshold	50%	90%	$272M	$2,000	16%	$500
Target	100%	100%	$302M	$4,000	15%	$1,000
Maximum	200%	110%	$333M	$8,000	14%	$2,000

Payouts for achievement between these levels are calculated using linear interpolation.

As shown in the tables above, payouts are as follows:

Business Unit Adjusted EBITDA measure:
- If Business Unit Adjusted EBITDA is $272M, which is the Threshold, the Participant receives $2,000 for this measure.
- At Target performance of $302M, Participant receives $4,000 for this measure.
- At Maximum performance of $333M or above, Participant receives $8,000 for this measure.

Business Unit Primary Working Capital measure:

- If Business Unit Primary Working Capital is 16%, which is the Threshold, the Participant receives $500 for this measure.
- At Target performance of $15%, Participant receives $1,000 for this measure.
- At Maximum performance of $14% or below, Participant receives $2,000 for this measure.

Individual Objectives are measured with performance achievement between 1.0–5.0, and the payout curve ranges from 0% to 200%. The Individual Objective scores will correspond with a payout for each individual for the Individual Objective measure, with the total payout aligned with the available pool. While some individual objectives may be formulaic, the final determination of payout based on achievement of individual objectives is at the discretion of the Business Unit Presidents and/or Corporate Leaders, Chief Financial Officer and Chief Human Resources Officer and shall not exceed the available pool.

A Participant's payout is calculated by adding the results of each measure together.

Special Initiatives Plan Example: (Business Unit Adjusted EBITDA Threshold or above achieved and Company Adjusted EBITDA Threshold or above achieved):

Base Salary: $100,000
Target Incentive: 10% ($10,000)
Business Unit Adjusted EBITDA: 50% ($5,000 at Target)
Individual Objectives 50%: ($5,000 at Target)

		Business Unit Adjusted EBITDA		
	% Payout	**% of Plan**	**Performance**	**Payout**
Threshold	50%	90%	$272M	$2,500
Target	100%	100%	$302M	$5,000
Maximum	200%	110%	$333M	$10,000

Payouts for achievement between these levels are calculated using linear interpolation.

As shown in the tables above, payouts are as follows:

Business Unit Adjusted EBITDA measure:
- If Business Unit Adjusted EBITDA is $272M, which is the Threshold, the Participant receives $2,500 for this measure.
- At Target performance of $302M, Participant receives $5,000 for this measure.
- At Maximum performance of $333M or above, Participant receives $10,000 for this measure.

Individual Objectives are measured with performance achievement between 1.0–5.0, and the payout curve ranges from 0% to 200%. The Individual Objective scores will correspond with a payout for each individual for the Individual Objective measure, with the total payout aligned with the available pool. While some individual objectives may be formulaic, the final determination of payout based on achievement of individual objectives is at the discretion of the Business Unit Presidents and/or Corporate Leaders, Chief Financial Officer and Chief Human Resources Officer and shall not exceed the available pool.

A Participant's payout is calculated by adding the results of each measure together.

Exhibit 19.1

CORNERSTONE BUILDING BRANDS, INC.
[INSIDER TRADING POLICIES AND PROCEDURES]

I. INSIDER TRADING POLICY

A. Introduction

As an officer, director or employee of Cornerstone Building Brands, Inc. (as referred to herein, the "Company" and "Cornerstone") and its subsidiaries, you from time to time may know or have access to information about the Company that is important from an investment standpoint but not generally known by the public. At such times, federal and state securities laws (collectively, "Insider Trading Laws") not only prohibit you from trading in the Company's securities but also regulate the persons to whom and the manner in which this Material Nonpublic Information (as defined in Section F herein) can be disseminated. This Cornerstone Building Brands, Inc. [Insider Trading Policies and Procedures] (this "Policy") was specifically formulated to provide guidelines to assist you in avoiding personal liability and to protect the Company from incurring liabilities for violations of Insider Trading Laws.

B. Applicability

This Policy applies to you and (i) your family members (spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law) who share your home, (ii) anyone else (other than domestic employees or tenants) who shares your home, (iii) any family members who do not share your home but whose transactions in the Company's stock, debentures, warrants or other securities, including derivative securities (the "Company Securities"), are directed by you or are subject to your influence or control and (iv) any entities that you or the persons described in the foregoing clauses (i)-(iii) control or manage (including corporations, limited liability companies, partnerships and trusts), but excluding for all purposes and requirements of this Policy, investment funds and their managers with which you or the persons described in the foregoing clauses (i)-(iii) are associated as an employee, control person, manager, partner, director, officer, affiliate, investor or otherwise (each and collectively, "Restricted Affiliates"). You are responsible for making sure that each of your Restricted Affiliates complies with this Policy. This Policy only provides guidelines, and you are still ultimately responsible for ensuring that you and your Restricted Affiliates do not violate Insider Trading Laws or this Policy.

C. Policy Prohibitions

This Policy prohibits (i) trading when you are aware of Material Nonpublic Information, (ii) "tipping" of Material Nonpublic Information and (iii) short sales. These prohibitions apply to all of the Company's directors, officers and employees, as well as any person designated by the Company's General Counsel as being subject to these procedures. Additionally, these prohibitions apply to your Restricted Affiliates because regulatory authorities may presume that trading by your Restricted Affiliates is based on Material Nonpublic Information that you supplied, and these authorities may treat any such trades as if you had executed the trades yourself.

These restrictions will continue to apply to you and your Restricted Affiliates after the termination of your employment by or service to the Company for so long as you are aware of Material Nonpublic Information about the Company or any other company that you obtained during your employment by or service to the Company.

You and your Restricted Affiliates are not excused from this Policy because of a personal financial emergency or any other event. There are no exceptions to this Policy, except as expressly provided herein.

1. Awareness of Material Nonpublic Information

You and your Restricted Affiliates may not engage in any transaction involving the purchase or sale of Company Securities, either directly, indirectly, through or on behalf of other persons or entities at any time:

(i) during which you or your Restricted Affiliates are aware of Material Nonpublic Information about the Company or its subsidiaries, and

(ii) for a period ending after the close of trading on the first full trading day of the Company Securities after the Material Nonpublic Information has been released to the public. This one trading-day period allows the information to be fully disseminated to the public.

Additionally, if, in the course of working for Cornerstone, you learn of Material Nonpublic Information about a company with which Cornerstone does business or proposes to do business, including any tenant, operator or supplier, or with whom Cornerstone proposes to engage in an acquisition or other transaction, you and your Restricted Affiliates may not engage in any transaction involving the purchase or sale of stock, debentures, warrants or other securities of that company, either directly, indirectly, through or on behalf of other persons or entities until the information becomes public or is no longer material.

2. No "Tipping" of Material Nonpublic Information

You may not disclose or "tip" Material Nonpublic Information to another person, including, without limitation, family members, friends and co-workers (except as may be required by the co-worker's job position). This includes refraining from making purchase, sell or hold recommendations to anyone about Cornerstone or any other company while you are aware of Material Nonpublic Information. This practice is commonly known as "tipping," which violates Insider Trading Laws and can result in the same civil and criminal penalties that apply if you or any of your Restricted Affiliates engaged in insider trading directly.

3. No Short Sales

You may not make any short sale (including any short against the box) in Company Securities. Short sales of Company Securities may evidence an expectation on the part of the seller that the securities will decline in value and therefore signal to the market that the seller lacks confidence in Cornerstone's prospects.

D. Black-Out Period

If you are (i) a director or Executive Officer (defined below) of the Company or (ii) a person who is designated by the Company's General Counsel from time to time to be subject to this Section D, you and your Restricted Affiliates may not engage in any transaction involving the purchase or sale of Company Securities, either directly, indirectly, through or on behalf of other persons or entities during the following time periods:

1. *Quarterly Black-Outs*. The period beginning on the end of each fiscal quarter through the close of the first full business day after release of that quarter's financial results to the public (the "Quarterly Black-Out Period"). For example, if the Company announces on January 28th its results for a fiscal quarter ending on December 31st, the Black-Out Period for such fiscal quarter would begin on December 31st and end one full business day after January 28th.
2. *Event-Specific Black-Outs*. Any period designated by the Company's General Counsel from time to time (the "Event-Specific Black-Out Period," and together with the Quarterly Black-Out Period, the "Black-Out Period"). On occasion, certain Material Nonpublic Information may exist that necessitates the imposition of an Event-Specific Black-Out Period. If the Company's General Counsel imposes an Event-Specific Black-Out Period to which you are subject, the Company will notify you when the Event-Specific Black-Out Period begins, when such period ends and the securities and transactions to which it applies.

The Black-Out Period is intended to remove any appearance that you or your Restricted Affiliates may have traded based on Material Nonpublic Information concerning the Company's financial results. You are presumed to possess Material Nonpublic Information about the Company's financial results during the Black-Out Period. For purposes of this Section D, gifts will be treated as sales of Company Securities and thus will be subject to this Section D; *provided*, *however*, bona fide year-end gifts to tax qualified charitable institutions that are not controlled by you or your Restricted Affiliates and for which you or your Restricted Affiliates do not act as a director, trustee or executive officer are not subject to this Section D so long as you or your Restricted Affiliates receive preclearance, pursuant to Section E herein, prior to making such bona fide year-end gifts.

"Executive Officer" means any person appointed by the Board from time to time to serve in such capacity. A list of Executive Officers will be maintained and updated by the General Counsel from time to time, and the General Counsel will notify any person who is designated as an Executive Officer.

E. Preclearance Procedures

If you are a director or Executive Officer of the Company, you should submit a request in writing (e-mail acceptable) for preclearance to the Company's Legal Department at least two business days *before* you or any of your Restricted Affiliates place a buy or sell order or otherwise commit to complete a trade in Company Securities, including initiating any written plan or other arrangement for trading Company Securities. The Company's Legal Department is under no obligation to approve a transaction submitted for preclearance and may determine not to permit the transaction. If a person seeks preclearance and permission to engage in the transaction is denied, then he or she should refrain from initiating any transaction in Company Securities, and should not inform any other person of the restriction. The preclearance procedures in this Section E apply regardless of whether the contemplated trade will occur during a Black-Out Period. Any preclearance approval provided by the Legal Department will only be effective through the close of business on the fifth business day following such approval; provided, however, the preclearance may be revoked upon notice by the Legal Department, and if you become aware of Material Nonpublic Information before the trade is executed, the preclearance is void and the trade must not be completed. After the fifth business day, if the trade has not occurred, you must again contact the Legal Department for preapproval of the trade.

F. Material Nonpublic Information

In general, nonpublic information is "material" if its disclosure to the public would affect an investor's decision to purchase or sell Company Securities ("Material Nonpublic Information"). In most cases, information concerning the following events relating to the Company or its subsidiaries should be presumed to be "material":

- Changes in previously disclosed financial information.
- Mergers, acquisitions or takeovers.
- Proposed issuances of new securities.
- Changes to the Company's indebtedness.
- Significant changes in operations.
- Significant increases or declines in backlog orders or the award or execution of a significant new contract.
- Significant new products to be introduced.
- Major litigation.
- Financial liquidity issues.
- Significant changes in senior management.
- The purchase or sale of substantial assets.
- Any nonpublic information (even information not exclusively relating to the business of the Company or its affiliates) that could reasonably be expected to affect the price of Company Securities.

G. Persons to Whom You May Disseminate Material Nonpublic Information

Material Nonpublic Information may be provided to certain persons affiliated or doing business with the Company, but only to the extent reasonably necessary under the circumstances. These persons can be classified as one of the following:

- An officer, director or employee of the Company if disclosure of Material Nonpublic Information to such person is required by such person's job position.
- An attorney, accountant, commercial banker, investment banker or consultant employed by the Company if disclosure of Material Nonpublic Information to such person is required by such person's function.
- A person or a representative from any company engaged in, or negotiating to engage in, a business transaction with the Company, so long as he or she has executed a confidentiality agreement.

If you have any doubt about the propriety of disclosing information to any of the foregoing, or about what you can disclose, you should contact the Company's General Counsel.

H. Exceptions

The prohibitions in Sections C and D of this Policy do not apply to the purchase or sale of Company Securities pursuant to a pre-approved trading plan that are 10b5-1 Plans (as described in Section I herein).

I. 10b5-1 Plans

Rule 10b5-1, as promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, provides a defense from insider trading liability under SEC Rule 10b-5. To be eligible for this defense, an insider may enter into a "10b5-1 Plan" for trading in Company Securities. If the plan meets the requirements of Rule 10b5-1, Company Securities may be purchased or sold without regard to certain insider trading restrictions.

Any insider's 10b5-1 Plan must (*A*) be in writing and in a form acceptable to the Company; (*B*) be approved in writing by the Company's General Counsel prior to the plan being entered into; (*C*) contain such terms and conditions as may be required by Rule 10b5-1; (*D*) be entered into and operated in compliance with Rule 10b5-1; and (E) not be entered into during a blackout period or when the insider is in possession of material nonpublic information. Any amendment or termination of an insider's 10b5-1 Plan must also be approved by the Company's General Counsel.

Once the plan is adopted, the insider must not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of the trade. The plan must either specify the amount, pricing and timing of transactions in advance or delegate discretion on these matters to an independent third party.

J. Quiet Period

The Company will observe a "Quiet Period" during which no directors, officers or employees of the Company shall publicly comment on the financial outlook of the Company without prior approval of the Company's General Counsel. For example, during the Quiet Period no director, officer or employee of the Company shall comment on the Company's financial results, business outlook, strategy or other material matters without prior approval of the

Company's General Counsel. To ensure Material Nonpublic Information is not communicated in violation of Regulation FD, during the Quiet Period, communications with investors and securities analysts will be strictly limited absent such prior approval. Unless the Company's General Counsel determines otherwise, the length of the Quiet Period shall be the same as that of the Quarterly Black-Out Period (as defined in Section D herein).

K. Responding to Questions or Comments from Other Outsiders

If a person who is not affiliated with the Company asks questions relating to or makes comments regarding Material Nonpublic Information, you are to respond by stating that you have no comment. Caution must especially be used when receiving inquiries from securities analysts, companies in the same business and members of the press. All such inquiries should be referred to the Vice President of Investor Relations.

L. Questions

If you ever have questions regarding whether particular information should be classified as Material Nonpublic Information, or whether it is appropriate to discuss particular matters with particular individuals, please contact the Legal Department of the Company.

M. Penalties

The penalties for violating Insider Trading Laws and this Policy are severe. Failure to follow this Policy could be grounds for immediate dismissal. In addition, you could be subject to penalties imposed by regulatory authorities. For example, if you violate federal insider trading laws, you may have to (i) pay civil fines of up to three times the profit gained or loss avoided by such violation, (ii) pay criminal fines of up to $5 million per violation and (iii) serve a jail sentence of up to 20 years per violation. The duty to safeguard the Company's Material Nonpublic Information continues after a director, officer or employee is no longer associated with the Company.

As a consequence of an individual's insider trading violations, the Company could be subject to (i) fines of up to three times the profit gained or loss avoided by such violation, (ii) a substantial additional civil fine and (iii) criminal fines of up to $25 million. The Company could be forced to disclose Material Nonpublic Information, which could damage our competitive position, jeopardize important or strategic plans and threaten or eliminate strategic business opportunities.

II. HEDGING AND PLEDGING

The following sets forth the restrictions on pledging activity and hedging activity applicable to Executive Officers and non-employee directors of the Company.

Policy on Pledging of Securities. Securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. A foreclosure sale may occur at a time when the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in Cornerstone securities pursuant to a Black-Out Period restriction. **Therefore, Executive Officers and non-employee directors are prohibited from pledging Company Securities as**

collateral for a loan. Pledges in effect at the date of the adoption of the Policy are to be unwound over a reasonable period of time so as to avoid undue financial burden.

Policy on Hedging of Securities. **Executive officers and non-employee directors are prohibited from engaging in hedging transactions involving Company Securities owned by them**. This prohibition includes covered calls, collar transactions, other derivative securities or similar offsetting transactions. Any questions about this Policy should be directed to the Company's General Counsel.

III. [Intentionally Omitted]

Exhibit 21.1

Cornerstone Building Brands, Inc.

List of Subsidiaries

Apertures Holding LLC	Delaware
AWC Holding Company	Delaware
Building Systems de Mexico, S.A. de C.V.	Mexico
Cornerstone Building Brands Canada, Inc. (f/k/a Gienow Canada, Inc.)	Ontario, Canada
Cornerstone Building Brands Services, Inc.	Delaware
Cornerstone Latin American Services, S.R.L.	Costa Rica
Environmental Materials, LLC	Delaware
M.A.C. Métal Architectural Inc.	Quebec, Canada
Mastic Home Exteriors, Inc.	Ohio
Mitten Inc.	Ontario, Canada
MW Manufacturers Inc.	Delaware
MWM Holding, Inc.	Delaware
Mueller Supply Company, Inc.	Texas
NCI Group, Inc.	Nevada
Ply Gem Industries, Inc.	Delaware
Robertson-Ceco II Corporation	Delaware
Variform, Inc.	Missouri

Exhibit 24.1

CORNERSTONE BUILDING BRANDS, INC.

Power of Attorney

WHEREAS, CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (the "Company"), intends to file with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, its Annual Report on Form 10-K, together with any and all exhibits, documents and other instruments and documents necessary, advisable or appropriate in connection therewith, including any amendments thereto (the "Form 10-K");

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Rose Lee, Jeffrey S. Lee and Alena S. Brenner, and each of them severally, his or her true and lawful attorney or attorneys-in-fact and agents, with full power to act with or without the others and with full power of substitution and resubstitution, to execute in his or her name, place and stead, in any and all capacities, this Form 10-K and any or all amendments to this Form 10-K and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents and each of them full power and authority, to do and perform in the name and on behalf of the undersigned, in any and all capacities, each and every act and thing necessary or desirable to be done in and about the premises, to all intents and purposes and as fully as they might or could do in person, hereby ratifying, approving and confirming all that said attorneys-in-fact and agents or their substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated as of the 12th day of March, 2025.

Signature	Title
/s/ Marcia Avedon Marcia Avedon	Director
/s/ Jake Donnelly Jake Donnelly	Director
/s/ Wilbert W. James, Jr Wilbert W. James, Jr	Director
/s/ Daniel C. Janki Daniel C. Janki	Director
/s/ John Krenicki, Jr. John Krenicki, Jr.	Director
/s/ Timothy J. O'Brien Timothy J. O'Brien	Director
/s/ Nathan K. Sleeper Nathan K. Sleeper	Director
/s/ Tyler Young Tyler Young	Director

Exhibit 31.1

RULE 13a-14(a)/15d-14(a) CERTIFICATIONS

I, Rose Lee, certify that

1. I have reviewed this annual report on Form 10-K of Cornerstone Building Brands, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: March 14, 2025

/s/ Rose Lee

Rose Lee
President and Chief Executive Officer

Exhibit 31.2

RULE 13a-14(a)/15d-14(a) CERTIFICATIONS

I, Jeffrey S. Lee, certify that:

1. I have reviewed this annual report on Form 10-K of Cornerstone Building Brands, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 14, 2025

/s/ Jeffrey S. Lee

Jeffrey S. Lee
Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report on Form 10-K of Cornerstone Building Brands, Inc. (the "Company") for the period ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Rose Lee, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. I have reviewed this Report of Cornerstone Building Brands, Inc.;

2. This Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

3. The information contained in this Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 14, 2025

/s/ Rose Lee

Rose Lee
President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Cornerstone Building Brands, Inc. and will be retained by Cornerstone Building Brands, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

These Certifications shall not be deemed to be "filed" or part of the Report or incorporated by reference into any of the registrant's filings with the Securities and Exchange Commission by implication or by any reference in any such filing to the Report.

Exhibit 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report on Form 10-K of Cornerstone Building Brands, Inc. (the "Company") for the period ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jeffrey S. Lee, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. I have reviewed this Report of Cornerstone Building Brands, Inc.;
2. This Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
3. The information contained in this Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 14, 2025

/s/ Jeffrey S. Lee
Jeffrey S. Lee
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Cornerstone Building Brands, Inc. and will be retained by Cornerstone Building Brands, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

These Certifications shall not be deemed to be "filed" or part of the Report or incorporated by reference into any of the registrant's filings with the Securities and Exchange Commission by implication or by any reference in any such filing to the Report.