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, 2022

or

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

For the transition period from to .
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

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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 ☒

The aggregate market value of the voting and non-voting common stock held by non-affiliates of the registrant on July 1, 2022 was $1,367,674,416, which aggregate market value was calculated using the closing sales price reported by the New York Stock Exchange as of the last business day of the registrant's most recently completed second fiscal quarter.

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:

- seasonality of the business and adverse weather conditions;
- challenging macroeconomic conditions affecting the residential, commercial and repair and remodeling construction industry and markets, including increasing interest rates, and demand in new construction and repair and remodeling;
- commodity price volatility and/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 our ability to react accordingly;
- 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;
- the increasing difficulty of consumers and builders in obtaining credit or financing;
- our ability to successfully implement operational efficiency initiatives, including to increase automation and mitigate increases in our manufacturing costs ;
- our ability to successfully achieve price increases to offset cost increases;
- 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;
- the severity, duration and spread of the COVID-19 pandemic and its variants (collectively, the "COVID-19 pandemic"), as well as actions that may be taken by the Company or governmental authorities due to any resurgence of the COVID-19 pandemic or to treat its impact and the resulting impact on supply chain and labor pressures;
- an impairment of our goodwill and/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, 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 environmental, social and governance ("ESG");
- breaches of our information system security measures;
- damage to our computer infrastructure and software systems;
- necessary maintenance or replacements to our enterprise resource planning technologies;

- 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;
- increases in tariffs or import and trade restrictions;
- 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;
- uncertainty as to the acceptance of SOFR (as defined herein) and phasing out of LIBOR (as defined herein) interest rates; 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 Delaware. We are the largest 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 (formerly "Windows"), Surface Solutions (formerly "Siding") and Shelter Solutions (formerly "Commercial"). We have:

- One of the broadest product offerings and the most well-regarded brand portfolio in our industry. Our total addressable market is diverse and expands across multiple geographies, end markets, channels, customers and products 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.

We are mindful of the harmful effects of global climate change and the contributions to climate change from manufacturing operations and the end-use of building construction products. We have made and continue to make progress on our work related to ESG matters.

Merger Transaction

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 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"), we became a privately held company and our common shares are 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 have 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.

Our Strategy

We have developed and continue to implement a well-defined business strategy focused on four key elements.

Profitable Growth. The Company intends to expand into new and existing markets by leveraging our customer relationships and full portfolio of leading products. We believe that our customers look to us for quality products, dependable service and the national footprint required for large homebuilders and retail customers. We participate in the large exterior building products industry and have established leading market positions in many of our core product categories. Given our broad market participation, our growth strategy is differentiated by being focused and targeted on market segments exhibiting favorable characteristics, industry positioning and growth outlook.

We believe we have a meaningful opportunity for organic growth through product line extension, improvement of service quality, technology enhancement and new product development with innovation being a key pillar of our organic growth strategy. We also believe we have an opportunity to drive cross-selling of our products to deepen penetration, drive growth and maximize profitability across customer channels.

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.

Operational Excellence. Our teams operate with a relentless drive for exceptional results and a passion for superior execution. The Cornerstone Production System ("CPS") drives how we improve execution to deliver margin expansion across our business. We embrace a continuous improvement culture that is charged with increasing productivity; optimizing costs; and eliminating waste while encouraging organizational agility to fuel growth and establish Cornerstone Building Brands as a "supplier of choice" for our customers. This requires an ongoing commitment to attract, retain and develop the best talent; a paramount focus on the safety of our employees; and a commitment to diversity, equity, inclusion and the environment. This is particularly evident during periods of high risk, such as the COVID-19 pandemic. We continue to make investments in automation while maximizing quality within our manufacturing facilities, transforming the way work gets done and deploying capital in ways we believe will drive the greatest returns over the long-term.

The relentless focus on superior execution and our culture of continuous improvement create and protect our position as a cost-advantaged manufacturer with a highly variable and flexible cost structure and continue to favorably impact our financial results.

Disciplined Capital Allocation. 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 operational and distribution channel capabilities.

Acquisitions and Divestitures**.** We regularly evaluate growth opportunities both through 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 innovation, aesthetics, quality, price, service 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, 2022, our top 10 customers accounted for 36% of net sales, with one customer accounting for 12% of our net sales. See Note *16 — 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, wood-composite 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® and North Star®
Doors	Ply Gem®, Simonton®, Atrium®, American Craftsman®, Silver Line® and North Star®

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; and homebuilders. Our residential repair and remodel window products are primarily sold through one-step distributors; retail home centers; and independent home improvement dealers. Dealers typically market directly to homeowners or contractors in connection with remodeling requirements, while distributors focus primarily on selling to 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 construction products are primarily sold not only through high-end independent dealers and regional lumberyards, but also directly to contractors and consumers through our supply-and-install services. We distribute Ply Gem Canada products through our distribution centers across Western Canada. In Ontario, we manufacture and distribute North Star branded windows 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 Weather Shield. Competitors in Canada include Jeld-Wen, All Weather Windows, Durabuilt and numerous regional brands. We generally compete on service, product performance and breadth of product offerings. We believe all of 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 includes the following:

Product Categories	Brands
Siding and accessories	Ply Gem®, Mastic®, Mitten®, Variform®
Cellular PVC trim	Ply Gem®
Vinyl fencing and railing	Ply Gem®
Stone veneer	Ply Gem®, Environmental Stoneworks®, ClipStone®, Canyon Stone®
Gutter protection	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 of 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®, and Robertson 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 metal roofing and wall systems are sold predominantly under key brands including the Union Corrugating Company®, Reed's Metals® and Metal Depots® brands. Our metal components are sold predominately under key brands including MBCI® and ABC American Building Components® brands .

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 165 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 construction and remodeling in North America. Seasonal variations in our operational results may be negatively 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. In our Shelter Solutions reportable segment, low-rise building application construction typically lags housing cycles by 12 to 24 months.

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, 2022, we employed more than 19,500 full-time and part-time employees (excluding contract workers). Approximately 77% of our workforce is composed of hourly production and distribution employees. Approximately 2,300 of employees work under collective bargaining agreements. Our current agreements expire in fiscal years 2023, 2024 and 2025.

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 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 talent strategy is rooted in our Success Model, which is built upon our core values of safety, integrity, innovation and teamwork.

Our talent philosophy dictates the way we manage our talent processes to ensure transparent, fair, inclusive, and differentiated treatment for all employees and candidates. We measure performance based upon both results achieved and the way in which results are achieved. Our Success Model reinforces the culture that we want to have at Cornerstone Building Brands. It highlights four key leadership elements and associated behaviors our employees must demonstrate to help us effectively lead at every level. The four elements are: Lead Inclusively, Drive Change, Win as One, and Make an Impact. Success Model behaviors, along with goal achievement, comprise a performance rating that is used in our pay for performance and talent review processes.

Our leaders receive training on our three pillars of performance management, succession and talent planning, and learning and talent development. 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 in the right roles supporting a consistent and compelling employee experience. This ensures that we are able 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.

Core to our talent management strategy is embracing all candidates, no matter their background, race, age or sexual orientation and identity, and delivering a transparent, fair and engaging experience across the organization. We recruit, hire and train candidates using a process that is free from biases for or against any individual or group of candidates. Using technology and grass roots recruiting, we specifically target sources where candidates congregate, and we go to market with an employer brand that highlights the value we place on people and opinions from all walks of life.

Competitive Pay and Benefits

To attract and retain the best employees, we focus on providing competitive pay and benefits. Our programs target the market for competitiveness. We provide benefit programs with the goal of improving physical, mental and financial wellness of our employees throughout their lifetime. Some examples include base and variable pay, medical, dental, vision, life and accidental death and dismemberment insurance, paid time off and retirement savings plans.

When designing our base pay compensation ranges, we perform market analyses to ensure ranges are current and our employees are advancing their earning potential. We also perform frequent compensation studies to assess market movement and competitive changes in local marketplaces. We continually review wages in all countries we operate to ensure we are fair, equitable, competitive and can attract and retain the best talent.

We also support diverse benefit programs that are aligned with our values and focused on supporting employees and their families based on their unique needs. For example, our Employee Assistance Foundation assists employees in need of emergency financial support and is offered to all employees. We also offer a broad range of benefits to support our employees wanting to expand their families through adoption benefits, infertility treatment benefits, and paid time off to bond with their new families.

Employee Safety and Wellness

Cornerstone Building Brands is committed to safety as our highest priority. Safety is one of the Company's core values and nothing is more important to us than providing a safe work environment. 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 injury involving full-time and part-time employees, temporary employees and contractors.

Our response to the COVID-19 pandemic illustrated our commitment to safety. To support our employees, customers and communities, we took extraordinary measures and invested in practices to protect employees and reduce the risk of spreading the virus. Our actions included additional cleaning of our facilities, staggering crews, incorporating visual cues to reinforce social distancing, providing face coverings and gloves, as well as implementing daily health validation at our manufacturing and office facilities.

Diversity, Equity and Inclusion

Our Company's Purpose is to positively contribute to the communities where we live, work, and play. It begins with our employees, a team comprised of many backgrounds, each adding a unique and valued contribution to the success of our organization. Our Diversity, Equity, and Inclusion ("DE&I") promise supports our purpose, mission and core values to have a work environment that is inclusive and equitable for all employees. This creates an environment of mutual respect where our diversity reflects the communities we serve.

Our Diversity, Equity & Inclusion Council (the "Council") began with 12 key leaders who were selected based on capability, sphere of influence, interests and their passion for creating an inclusive culture. In 2021, we added the chairs of each Employee Resource Group to the Council, bringing our total Council to 20 members. The Council has a charter and an ongoing prioritized action plan to accelerate the adoption of DE&I in our processes to positively impact our culture. The Council's responsibilities include defining metrics, setting targets, benchmarking, providing education and training, seeking employee feedback and building engagement as well as evaluating the Company's current initiatives within the DE&I context.

The Employee Resource Groups include members and allies of Women!, Unity, Pride and Patriots. Each group has a core active group who meet monthly, while the entire Employee Resource Group meets together once per quarter to drive and support our purpose, mission and core values to have a workplace environment that is inclusive and equitable for all employees.

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. To do so, we consider how we can increase manufacturing efficiencies, reduce environmental impacts, take care of our people, and uphold professional integrity and ethics in everything we do.

We recognize our responsibility as a provider of building solutions to communities across North America to incorporate sustainability into our products and business operations. Our business was formed by brands that have been making sustainability-focused decisions for several years, and now we are building on that foundation to challenge ourselves to do more. In 2022, we continued our sustainability journey by establishing baselines for key ESG metrics, implementing a SaaS application to operationalize our ESG data and engaging our supply chain with respect to ESG-specific initiatives. 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.

We believe that we can use our footprint for good and act 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 and the communities and customers we serve. We believe that our sustainable business practices provide positive social benefits to our people. Our highest priority is always the safety of our employees. We feel a responsibility not only to uphold product integrity and safety, but also to leverage innovation and stewardship to make products that meet the needs of our customers and promote sustainability. 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 materials used in our 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. 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 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 United States. 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 recessions, 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 recession, which may reduce business and consumer confidence and result in decreased demand for our products. Furthermore, continued increases in interest rates in response to concerns about inflation may further increase economic uncertainty and heighten these risks. As a result, instability and weakness of the U.S. and global economies, including due to disruptions to financial markets, inflation, actual or perceived recession, rising unemployment, geopolitical events, the continuing impact of the COVID-19 pandemic, and the negative effects on consumers' 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 forecast an overall market softening in 2023, in part due to the greater-than-normal volatility in factors such as interest rates, inflation, business and consumer confidence, unemployment, and the availability of business and consumer credit. Declines in the residential and commercial construction activity markets could lead to decreased 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 customers' ability to finance home repair and remodeling projects and/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 home purchases or repair and remodeling expenditures. 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 and/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, conditions in the 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.

The COVID-19 pandemic has had, and may continue to have, an adverse effect on our business.

Our business and operations have been adversely affected by the COVID-19 pandemic and may continue to be adversely affected by any recurrence or worsening of the pandemic, particularly if located in regions where we derive a significant amount of our sales or profit or where our manufacturing facilities, suppliers or customers are located.

Since 2020, we have experienced volatility in the markets in which we participate due to the COVID-19 pandemic. We have been adversely affected by government-mandated public health measures including shelter in place, social distancing ordinances, and business shutdowns. A reoccurrence of these disruptions could materially adversely impact our ability to operate and results of operations. In response to the pandemic, we have implemented and may need to further implement a range of actions aimed at reducing costs and preserving liquidity.

In addition, the COVID-19 pandemic has caused and could continue to cause disruptions in our supply chain. The inability of our suppliers to meet our supply needs in a timely manner or our quality standards could cause delays to delivery date requirements of our customers. Such failures could result in having to reduce our products' prices or loss of customer relationships, which could have a negative impact on our business, financial condition, results of operations and liquidity. These supply chain disruptions could also result in having to seek alternative sources of materials or products. If we were unable to secure alternative sources of supply in this situation, it could negatively impact our ability to satisfy customer orders.

We cannot predict the duration or scope of the COVID-19 pandemic or the future impact of the pandemic on our business, financial condition and results of operations. Further, an outbreak of any other health epidemic or pandemic may expose our business and operations to similar risks as set forth above.

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 both hourly and technically skilled workers for our manufacturing facilities. 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, where candidates are in high demand which changes based upon many factors in local markets, and we may incur significant costs to attract and retain them. If we do not attract and retain the services of individuals to operate our manufacturing facilities, we may experience delays in producing our products that may reduce our net revenues and adversely affect our business, results of operations and financial condition.

Increases in labor costs, potential labor disputes, union organizing activity and work stoppages at our facilities or the facilities of our suppliers 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, 2022, approximately 12% of our employees were represented by labor unions, the collective bargaining agreements with whom either are under negotiations or will expire in fiscal years 2023, 2024 and 2025. 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.

The industries in which we operate are highly competitive.

Competition in the construction markets of the building industry is intense. It is based primarily on quality, service, on-time delivery and project completion, ability to provide added value in the design and engineering of buildings, price, and personal relationships with customers. In addition, we also compete with alternative building products materials and alternative methods of building construction that do not utilize our products that 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, and wood, metal, fiber cement, 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 have been 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 economic conditions domestically and internationally, currency fluctuations, supply constraints, competition, labor costs, freight and transportation costs, production costs, 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 United States. 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, these tariffs, along with any future tariffs or trade restrictions, 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 including the continuing impact of the COVID-19 pandemic, labor disputes or weather conditions affecting products or shipments or other factors beyond our

control. 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 revenues 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 and/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 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 revenues. 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, 2022, the top 10 customers in each of these reportable segments accounted for 52% of net sales in Aperture Solutions and 48% 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 revenues. 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 revenues and profitability. In addition, revenue from customers that have accounted for significant revenue 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, including the continuing impact of the COVID-19 pandemic; 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 and/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 and/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 99 manufacturing facilities and 66 distribution facilities spread across 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 emission or discharge of materials into the environment, (ii) govern the use, storage, treatment, disposal and management of hazardous substances and wastes, (iii) govern the health and safety of our employees, the end-users of our products, and the general public, (iv) regulate the materials used in our products, and (v) impose liability for the costs of investigating and remediating present and past releases of hazardous substances 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 equipment, civil and 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, operated, or contracted for waste disposal site or at which we or 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 contamination, or the imposition of other environmental liabilities or obligations in the future, in each case with respect to our 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 (SIR) 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. We maintain insurance coverage to transfer risk, with aggregate and per-occurrence limits and deductible or retention levels 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 ("IBNR"). 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 and/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, and/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: lead some customers to stop purchasing our products and reduce or delay future purchases of our products or the use of competing products; lead to private causes of action that could result in a judgment, settlement or other liability; lead to state or federal enforcement actions, which could result in fines, penalties and/or other liabilities and which may cause us to incur legal fees and costs; and/or result in additional costs associated with responding to a cyberattack. Increased regulation regarding cyber security may increase our costs of compliance, including fines and penalties, as well as costs of cyber security 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 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.

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

As governmental and societal attention is increasingly paid to ESG matters, 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, efforts to mitigate the effects of global climate change have led to, and may lead to future, federal, state and foreign legislative and regulatory efforts to limit GHG emissions. While GHG regulations generally do not materially 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, if adopted, could impact our facilities, 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 events, such as storms, floods, extreme temperatures, and other events that could affect our facilities 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 United States, 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 2022. 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. We operate in parts of the world, including 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 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 and/or intangible assets could negatively impact our results of operations and financial condition.

We evaluate assets on our Consolidated Balance Sheets, including goodwill and intangible assets, annually 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. We may experience unforeseen events in the future, that could adversely affect the value of our goodwill or intangible assets and trigger an interim impairment evaluation. 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 or intangible assets as a result of an impairment test or any accelerated amortization of intangible 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, investment funds managed by 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.

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, 2022, we had total long-term debt of $3.9 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;
- 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 10 — *Long Term Debt*), the 2028 Indenture (as defined below) and the 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, 2022, we were able to borrow up to(i) $850 million under the ABL Facility (as defined in Note 10 — *Long Term Debt*), (ii) $95.0 million under the ABL FILO Facility (as defined in Note 10 — *Long Term Debt*) and (iii) $115.0 million under the Cash Flow Revolver (as defined in Note 10 — *Long Term 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 "2028 Indenture") and the indenture governing the terms of our 6.125% Senior Notes (the "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 2028 Indenture and the 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 fulfill these covenants.

We are required to make mandatory pre-payments under the Cash Flow 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 and the ABL Credit Agreement.

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 2028 Indenture or the 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 2028 Indenture or the 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, financial condition and results of operations 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 (each as defined in Note 10 — *Long Term 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. For example, the Board of Governors of the U.S. Federal Reserve System increased interest rates multiple times in 2022 in response to concerns about inflation, and it may raise interest rates again in the future. As of December 31, 2022, assuming all Cash Flow Revolver and ABL Facilities revolving loans were fully drawn and LIBOR and SOFR exceeded 0.00%, each one percent change in interest rates would result in an approximately $10.6 million change in annual interest expense on 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, as discussed in greater detail in the risk factor "*Our industry is highly sensitive to macroeconomic conditions. Negative economic events including, but not limited to, actual or perceived recessions, 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,"* 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.

The ABL Facilities and the Side Car Term Loan Facility bear a variable rate of interest that is based on the Secured Overnight Financing Rate ("SOFR") which may have consequences for us that cannot be reasonably predicted and may adversely affect our liquidity and financial condition.

Borrowings under the ABL Facilities and the Side Car Term Loan Facility bear interest at a rate per annum of either, at our election, (i) term SOFR plus a margin or (ii) an alternative base rate plus a margin. Although SOFR has been endorsed by the Alternative Reference Rates Committee as its preferred replacement for the London Interbank Offered Rate ("LIBOR"), it remains uncertain whether or when SOFR or other alternative reference rates will be widely accepted by lenders as the replacement for LIBOR. This may, in turn, impact the liquidity of the SOFR loan market, and SOFR itself. Since the initial publication of SOFR, daily changes in the rate have, on occasion, been more volatile than daily changes in comparable benchmark or market rates, and SOFR over time may bear little or no relation to the historical actual or historical indicative data. SOFR is observed and backward-looking, which stands in contrast with LIBOR under the current methodology, which is an estimated forward-looking rate and relies, to some degree, on the expert judgment of submitting panel members.

It is possible that the volatility of and uncertainty around SOFR as a LIBOR replacement rate and the applicable credit adjustment would result in higher borrowing costs for us, and would adversely affect our liquidity, financial condition, and earnings.

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.

The phase-out of LIBOR could increase our interest expense and have a material adverse effect on us.

Borrowings under the Cash Flow Facilities use LIBOR as a benchmark for establishing the applicable interest rate. The Financial Conduct Authority of the United Kingdom ceased the publication of the 1-week and 2-month LIBOR offered rates on December 31, 2021. However, the publication of the remaining LIBOR offered rates will continue until June 30, 2023. Although our borrowing arrangements provide for alternative base rates, those alternative base rates historically would often have led to increased interest rates, in some cases significantly higher, than those we paid based on LIBOR, and may similarly be higher in the future. Therefore, if LIBOR ceases to exist, the interest rates on our Cash Flow Facilities will likely change. The consequences of the phase out of LIBOR cannot be entirely predicted at this time. Any alternative rate for calculating interest with respect to our outstanding indebtedness may not be as favorable or perform in the same manner as LIBOR and could lead to an increase in our interest expense or could impact our ability to refinance some or all of our existing indebtedness. In addition, the transition process may involve, among other things, increased volatility or illiquidity in financial markets, which could also have an adverse effect on us whether or not any replacement rate applicable to our borrowings is affected. Any such effects of the transition away from LIBOR, as well as other unforeseen impacts, may result in increased interest expense and other expenses, difficulties, complications or delays in connection with future financing efforts or otherwise have a material adverse impact on our financial condition.

Item 1B. Unresolved Staff Comments.

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

Item 2. Properties.

Our principal executive office is located in Cary, North Carolina. We operate 94 manufacturing facilities across 34 states in the U.S. and have four manufacturing facilities in Canada and one manufacturing facility in Mexico. In addition, we have 40 warehouses in the U.S. and 26 in Canada. The following table provides additional information by reportable segment with respect to these properties as of December 31, 2022:

	Manufacturing Facilities			Warehouses		
	Owned	Leased	Total	Owned	Leased	Total
Aperture Solutions	10	31	41	1	22	23
Surface Solutions	6	18	24	—	42	42
Shelter Solutions	17	17	34	—	1	1
Totals	33	66	99	1	65	66

Item 3. Legal Proceedings.

In January 2023, purported former stockholders filed two 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 Merger 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 Company's public stockholders' shares to CD&R at an unfair price. The plaintiffs seek unspecified monetary damages, attorneys' fees, expenses, and costs. We do not believe these claims have merit and intend to vigorously defend against them.

As a manufacturer of products primarily for use in residential and commercial building construction, we are 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. 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, such as claims for general liability. 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. 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 February 24, 2023, 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 is a holding company incorporated in Delaware. The Company is the largest exterior building products manufacturer, by sales, in North America. The Company 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 great exterior building solutions that enable communities to grow and thrive.

The Company is organized in three reportable segments, which we have renamed as follows: Aperture Solutions (formerly "Windows"), Surface Solutions (formerly "Siding"), and Shelter Solutions (formerly "Commercial"). 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 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 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. Our main products include vinyl siding and accessories, cellular PVC trim, vinyl fencing and railing, stone veneer and gutter protection products.
- In our Shelter Solutions reportable segment, we design, engineer, manufacture and distribute 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 16 — *Reportable Segment and Geographical Information*, in our Consolidated Financial Statements located in Part II, Item 8 of this Form 10-K for additional information.

Merger Transaction

On July 25, 2022 and pursuant to an Agreement and Plan of Merger dated March 5, 2022 by and among the Company, Camelot Return Intermediate Holdings, LLC, and Camelot Return Merger Sub, Inc., investment funds managed by CD&R became the indirect owners of all the issued and outstanding shares of Cornerstone Building Brands. Pursuant to the Merger Agreement, Merger Sub merged with and into the Company, with the Company surviving the Merger as a subsidiary of Camelot Parent. At the effective time of the Merger, we became a privately held company and our common shares are 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 have 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.

Significant Business Developments

In addition to the Merger, our significant business development activities in 2022 included the divestiture of our coil coating business in June 2022. In July 2022, we incurred a new term loan facility, issued senior secured notes and amended our ABL credit agreement.

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 and adjusted EBITDA as a percentage of net sales which are non-GAAP financial measures (collectively, our “non-GAAP financial measures”). Our non-GAAP financial measures are not intended to replace the presentation of the comparable measures under U.S. GAAP. However, we believe the presentation of the non-GAAP financial measures, when considered together with the comparable U.S. GAAP financial measure, along with a reconciliation to its respective U.S. GAAP financial measure, enables investors to better understand 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 measures enables investors to evaluate trends in the business excluding certain items which are not entirely a result of our core operations.

Furthermore, the presentation of these non-GAAP financial measures supplements other metrics we use to internally evaluate our business and facilitates the comparison of past and present operations. The non-GAAP financial measures 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.

Predecessor and Successor Periods

The Management Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”) provides an overview of our financial condition as of December 31, 2022 and December 31, 2021 and the results of operations for the period July 25, 2022 through December 31, 2022 (“Successor”) and for periods prior to July 25, 2022 (“Predecessor”). Our Consolidated Statements of (Loss) Income as reported in our Consolidated Financial Statements for these periods are prepared in accordance with U.S. GAAP. Although U.S. GAAP requires that we report on our results for the period from July 25, 2022 through December 31, 2022 separately from the period from January 1, 2022 through July 24, 2022, management views the Company’s operating results for the twelve months ended December 31, 2022 by combining the results of the applicable Predecessor and Successor periods because such presentation provides the most meaningful comparison of our results to prior periods.

To enhance the analysis of our operating results for the periods presented, we have included a discussion of selected financial and operating data of the Predecessor and Successor on a combined basis. The presentation consists of the mathematical addition of selected financial and operating data of the Successor for the period from July 25, 2022 through December 31, 2022 with the comparable financial and operating data of the Predecessor for the period from January 1, 2022 through July 24, 2022. There are no other adjustments made in the combined presentation. The mathematical combination of selected financial and operating data is included below under the heading “Combined” and this data is a non-GAAP presentation. Management believes that this selected financial and operating data provides investors with useful information upon which to assess our operating performance.

Reconciliation of Net (Loss) Income to Adjusted EBITDA and Adjusted EBITDA as a Percentage of Net Sales

The following table presents the reconciliation of net income (loss) to Adjusted EBITDA and computes Adjusted EBITDA as a percentage of Net Sales:

(Amounts in thousands)	Successor July 25, 2022 through December 31, 2022	Predecessor January 1, 2022 through July 24, 2022	Combined Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Net (loss) income	$ (63,496)	$ 483,786	$ 420,290	$ 665,859
Depreciation and amortization	130,153	166,177	296,330	292,901
Interest expense	157,191	101,078	258,269	191,301
Income tax (benefit) provision	(15,073)	165,814	150,741	235,968
Earnings before interest, income taxes, depreciation and amortization	208,775	916,855	1,125,630	1,386,029
Strategic development and acquisition related costs	8,116	49,560	57,676	27,875
Asset impairments	—	368	368	22,210
Acquired inventory step-up amortization	66,400	—	66,400	—
Loss (gain) on divestitures	921	(401,413)	(400,492)	(831,252)
Gain on legal settlements	—	(76,575)	(76,575)	—
Long-term incentive plan compensation	24,248	17,099	41,347	29,003
Foreign exchange (gain) loss	4,809	(686)	4,123	3,749
(Gain) loss on extinguishment of debt	(474)	(28,354)	(28,828)	42,234
Other income, net	(1,140)	(101)	(1,241)	(1,866)
Other	9,434	1,544	10,978	17,953
Adjusted EBITDA[1]	$ 321,089	$ 478,297	$ 799,386	$ 695,935
Adjusted EBITDA as a percentage of net sales	11.7 %	12.8 %	12.3 %	12.5 %

(1) The above periods, to the extent applicable, include the operations of acquisitions and exclude the operations of divestitures as noted below in the "*Impact of Acquisitions and Divestitures*" section.

Seasonality

Our net sales and earnings are subject to both seasonal and cyclical trends and are influenced by general economic conditions, interest rates, the price of material costs relative to other building materials, the level of residential and commercial construction activity, repair and remodel demand and the availability and cost of financing for construction projects. Our net sales normally are lower in the first and fourth fiscal quarters of each year compared to the second and third fiscal quarters because of unfavorable weather conditions for construction and typical business planning cycles affecting construction. In our Shelter Solutions reportable segment, low-rise building application construction typically lags housing cycles by 12 to 24 months.

Impact of Acquisitions and Divestitures

In our MD&A, 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.

- In our Aperture Solutions reportable segment, we acquired Prime Windows LLC in April 2021 and Cascade Windows, Inc. in August 2021. The businesses serve the residential new construction and repair and remodel markets with energy efficient vinyl window and door products and expands our presence in those markets in the Western U.S.
- In our Shelter Solutions reportable segment, we (i) acquired Union Corrugating Company Holdings, Inc. a leading provider of residential metal roofing, metal buildings, and roofing components in December 2021, and (ii) completed the sale of our insulated metal panels business in August 2021 and our coil coatings business in June 2022.

Results of Operations

This section of the Form 10-K generally discusses 2022 and 2021 items and year-over-year comparisons of these periods. Discussions of 2020 items and year-over-year comparisons between 2021 and 2020 that are not included in this Form 10-K can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of Cornerstone's Annual Report on Form 10-K for the year ended December 31, 2021.

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

(Amounts in thousands)	Successor July 25, 2022 through December 31, 2022	Predecessor January 1, 2022 through July 24, 2022	Combined* Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Net sales	$ 2,744,148	$ 3,736,084	$ 6,480,232	$ 5,583,137
Gross profit	512,099	806,385	1,318,484	1,199,075
% of net sales	18.7 %	21.6 %	20.3 %	21.5 %
Selling, general and administrative expenses	429,361	562,836	992,197	893,082
% of net sales	15.6 %	15.1 %	15.3 %	16.0 %
Loss (gain) on divestitures	921	(401,413)	(400,492)	(831,252)
Gain on legal settlements	—	(76,575)	(76,575)	—
Income from operations	81,817	721,537	803,354	1,137,245
Interest expense	(157,191)	(101,078)	(258,269)	(191,301)
Foreign exchange (loss) gain	(4,809)	686	(4,123)	(3,749)
Gain (loss) on extinguishment of debt	474	28,354	28,828	(42,234)
Other income, net	1,140	101	1,241	1,866
(Loss) income before income taxes	(78,569)	649,600	571,031	901,827
Income tax (benefit) provision	(15,073)	165,814	150,741	235,968
Net (loss) income	$ (63,496)	$ 483,786	$ 420,290	$ 665,859
Non-GAAP financial measures*:				
Adjusted EBITDA	$ 321,089	$ 478,297	$ 799,386	$ 695,935
Adjusted EBITDA as a percentage of net sales	11.7 %	12.8 %	12.3 %	12.5 %

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

Net sales for the year ended December 31, 2022 increased $897.1 million, or 16.1%, compared to the prior year driven by disciplined pricing actions to offset inflationary impacts and support value differentiation across all reportable segments coupled with the impact from strategic acquisitions, net of divestitures, partially offset by lower volumes.

Gross profit as a percentage of net sales was 20.3% for the year ended December 31, 2022, which was lower as compared to the year ended December 31, 2021, primarily due to the amortization of the acquired inventory fair value step-up of $66.4 million and manufacturing net inefficiencies.

Selling, general and administrative expenses increased $99.1 million, or 11.1%, for the year ended December 31, 2022, mainly due to a $29.8 million increase in strategic development and acquisition related costs mainly due to the Merger, an increase in variable compensation programs related to financial growth measures, merit increases and additional personnel, partially offset by a $17.2 million decrease in restructuring and impairment costs.

Loss (gain) on divestitures mainly includes a gain of $394.2 million related to the divestiture of our coil coatings business in June 2022. The gain of $831.3 million at December 31, 2021 related to the divestitures of the IMP and DBCI Businesses within the Shelter Solutions reportable segment in August 2021.

Gain on legal settlements includes a gain recognized in March 2022 of $76.6 million related to a stockholder litigation settlement.

Interest expense increased by $67.0 million, or 35.0%, for the year ended December 31, 2022 as a result of the additional financing obtained to consummate the Merger (issuance of the $710.0 million 8.75% Senior Secured Notes coupled with the $300.0 million Side Car Term Loan Facility), partially offset by lower interest expense resulting from repurchases of the 6.125% Senior Notes. The following table sets forth the components of interest expense:

(Amounts in thousands)	Successor July 25, 2022 through December 31, 2022	Predecessor January 1, 2022 through July 24, 2022	Combined* Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Interest on outstanding borrowings	$ 123,378	$ 76,451	$ 199,829	$ 146,410
Amounts reclassified into interest expense from the impact of interest rate swaps	(824)	20,586	19,762	37,034
Amortization of debt discount, debt issuance costs and purchase accounting fair value adjustment	34,433	3,696	38,129	7,554
Other	204	345	549	303
Total interest expense	$ 157,191	$ 101,078	$ 258,269	$ 191,301

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

Foreign exchange gain (loss) for the year ended December 31, 2022 related to the remeasurement of foreign denominated intercompany loans at current exchange rates that was previously deferred in accumulated other comprehensive income (loss).

Gain (loss) on extinguishment of debt includes a gain totaling $28.8 million, which included the write-off of associated unamortized debt discount and deferred financing costs in the amount of $11.9 million, related to the repurchase of $134.5 million aggregate principal of its 6.125% senior notes recognized from June 2022 through December 2022. The loss of $42.2 million at December 31, 2021 related to the redemption of $645.0 million aggregate principal of its 8.00% senior notes in April 2021.

Income tax (benefit) provision for the year ended December 31, 2022 decreased mainly due to lower pre-tax earnings for the reasons discussed above.

Reportable Segment Results of Operations

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

(Amounts in thousands)	Successor July 25, 2022 through December 31, 2022	Predecessor January 1, 2022 through July 24, 2022	Combined* Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Net sales				
Aperture Solutions	$ 1,246,411	$ 1,643,619	$ 2,890,030	$ 2,322,277
Surface Solutions	592,449	839,130	1,431,579	1,364,080
Shelter Solutions	905,288	1,253,335	2,158,623	1,896,780
Total net sales	$ 2,744,148	$ 3,736,084	$ 6,480,232	$ 5,583,137
Adjusted reportable segment EBITDA*				
Aperture Solutions	$ 149,433	$ 202,682	$ 352,115	$ 239,491
Surface Solutions	57,331	143,880	201,211	265,671
Shelter Solutions	177,537	209,156	386,693	323,533
Corporate and Other	(172,331)	331,996	159,665	601,451
Depreciation and amortization	(130,153)	(166,177)	(296,330)	(292,901)
Income from operations	$ 81,817	$ 721,537	$ 803,354	$ 1,137,245

* 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)	Successor July 25, 2022 through December 31, 2022	Predecessor January 1, 2022 through July 24, 2022	Combined* Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Net sales	$ 1,246,411	$ 1,643,619	$ 2,890,030	$ 2,322,277
Adjusted reportable segment EBITDA*	$ 149,433	$ 202,682	$ 352,115	$ 239,491
% of net sales	12.0 %	12.3 %	12.2 %	10.3 %
Depreciation and amortization	$ 64,348	$ 79,816	$ 144,164	$ 134,626

* Refer to Non-GAAP Financial Measures for further discussion

Net sales for the year ended December 31, 2022 increased $567.8 million, or 24.4%, driven by disciplined pricing actions to offset inflationary impacts and support value differentiation coupled with the impact from acquisitions, partially offset by lower volumes.

Adjusted reportable segment EBITDA for the year ended December 31, 2022 increased $112.6 million due to positive price mix net of inflation from pricing actions to offset inflationary impacts and support value differentiation. The favorable price mix was partially offset by manufacturing net inefficiencies, an increase in selling, general and administrative expenses and the margin impact from lower volume.

Surface Solutions

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

(Amounts in thousands)	Successor July 25, 2022 through December 31, 2022	Predecessor January 1, 2022 through July 24, 2022	Combined* Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Net sales	$ 592,449	$ 839,130	$ 1,431,579	$ 1,364,080
Adjusted reportable segment EBITDA*	$ 57,331	$ 143,880	$ 201,211	$ 265,671
% of net sales	9.7 %	17.1 %	14.1 %	19.5 %
Depreciation and amortization	$ 52,621	$ 65,225	$ 117,846	$ 116,660

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

Net sales for the year ended December 31, 2022 increased $67.5 million, or 4.9%, driven by disciplined pricing actions to offset inflationary impacts and support value differentiation, partially offset by lower volumes.

Adjusted reportable segment EBITDA for the year ended December 31, 2022 decreased $64.5 million, due to margin impact from lower volume and increased selling, general and administrative costs, partially offset by negative price mix net of inflation from pricing actions to address inflationary impacts and support value differentiation.

Shelter Solutions

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

(Amounts in thousands)	Successor July 25, 2022 through December 31, 2022	Predecessor January 1, 2022 through July 24, 2022	Combined* Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Net sales	$ 905,288	$ 1,253,335	$ 2,158,623	$ 1,896,780
Adjusted reportable segment EBITDA*	$ 177,537	$ 209,156	$ 386,693	$ 323,533
% of net sales	19.6 %	16.7 %	17.9 %	17.1 %
Depreciation and amortization	$ 10,291	$ 18,016	$ 28,307	$ 36,282

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

Net sales for the year ended December 31, 2022 increased $261.8 million, or 13.8%, driven by disciplined pricing actions to offset inflationary impacts and support value differentiation, partially offset by the impact of divestitures and lower volumes.

Adjusted reportable segment EBITDA for the year ended December 31, 2022 increased $63.2 million primarily due to positive price mix net of inflation from pricing actions to offset inflationary impacts and support value differentiation. The favorable price mix was partially offset by the impact of divestitures, higher selling, general and administrative expenses and the margin impact from lower volume.

Corporate and Other

The following table sets forth Corporate and Other:

(Amounts in thousands)	Successor July 25, 2022 through December 31, 2022	Predecessor January 1, 2022 through July 24, 2022	Combined* Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Corporate costs	$ 63,212	$ 77,421	$ 140,633	$ 132,760
Strategic development and acquisition related costs	8,116	49,560	57,676	27,875
Asset impairments	—	368	368	22,210
Acquired inventory step-up amortization	66,400	—	66,400	—
Loss (gain) on divestitures	921	(401,413)	(400,492)	(831,252)
Gain on legal settlements	—	(76,575)	(76,575)	—
Long-term incentive plan compensation	24,248	17,099	41,347	29,003
Other	9,434	1,544	10,978	17,953
Total Corporate and Other	$ 172,331	$ (331,996)	$ (159,665)	$ (601,451)

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

Corporate costs for the year ended December 31, 2022 increased $7.9 million principally on higher variable compensation and personnel costs.

Depreciation and Amortization

(Amounts in thousands)	Successor July 25, 2022 through December 31, 2022	Predecessor January 1, 2022 through July 24, 2022	Combined* Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Total depreciation and amortization	$ 130,153	$ 166,177	$ 296,330	$ 292,901

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

Depreciation and amortization increased by $3.4 million for the year ended December 31, 2022, primarily due to the increase in intangibles from acquisitions and new assets placed into service.

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, 2022:

(Amounts in thousands)	Amount
Cash and cash equivalents	$ 553,551
Revolving credit facilities:	
Asset-based lending facility[1]	850,000
Cash flow revolving facility	115,000
First-in-last-out tranche asset-based lending facility[1]	95,000
Total revolving credit facilities	1,060,000
Less:	
Debt issued under the facilities	—
Letters of credit outstanding and priority payables[2]	48,000
Net credit facility	1,012,000
Net liquidity	$ 1,565,551

(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, 2022, we had standby letters of credit serving as a collateral for insurance carriers in the amount of $34.2 million.

Cash and cash equivalents excludes amounts held as restricted cash as of December 31, 2022 totaling $0.5 million.

Cash Flows

(Amounts in thousands)	Successor July 25, 2022 through December 31, 2022	Predecessor January 1, 2022 through July 24, 2022	Combined* Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Net cash flows from operating activities	$ 177,299	$ 331,067	$ 508,366	$ (215,887)
Net cash flows from investing activities	(85,638)	456,357	370,719	549,466
Net cash flows from financing activities	(627,941)	(94,087)	(722,028)	(617,249)

* 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 the year ended December 31, 2022, the Company generated strong cash flow from operations of $508.4 million, an increase from the $215.9 million used in the prior year. The improvement was driven by effective working capital management, higher earnings generation and legal settlement proceeds of $76.6 million.

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 provided by investing activities was $370.7 million during the year ended December 31, 2022 compared to $549.5 million provided by investing activities during the year ended December 31, 2021. Net cash provided by investing activities during the year ended December 31, 2022 is primarily due to the receipt of $500.0 million from the divestiture of the coil coatings business, partially offset by $162.9 million of capital expenditures. Net cash provided by investing activities during the year ended December 31, 2021, is primarily due to the receipt of $1,187.3 million from the divestitures of our insulated metal panels and roll-up sheet doors businesses, partially offset by $528.3 million paid for acquisitions and $114.7 million of capital expenditures.

Net Cash from Financing Activities

Our main uses of cash for financing activities include activity to consummate the merger, repurchases and payments on long-term debt, distributions to owners and payments for financing fees. Our main sources of cash from financing activities include the proceeds from issuances of debt and contributions from owners.

Net cash used in financing activities was $722.0 million during the year ended December 31, 2022 compared to $617.2 million used in financing activities during the year ended ended December 31, 2021. During the year ended December 31, 2022, significant activity associated with the merger included the purchase of publicly held shares totaling $1.6 billion, the issuance of $710.0 million in aggregate principal amount of 8.75% Senior Secured Notes, a $300.0 million Side Car Term Loan Facility, the payment of $84.7 million of financing costs, and the receipt of $95.2 million in net contributions related to the merger. Additionally, we paid $93.7 million for the repurchase of an aggregate principal amount of $134.5 million of our 6.125% Senior Notes and paid quarterly installments of $26.0 million on the Company's $2.6 billion Tranche B Term Loan Facility outstanding under the Cash Flow Credit Agreement (the "Current Term Loan Facility").

During the year ended ended December 31, 2021, we increased our Current Term Loan Facility by $108.4 million, borrowed and then repaid $190.0 million on our Current ABL Facility, paid $670.8 million to redeem the 8.00% Senior Notes and paid quarterly installments of $25.9 million on the Current Term Loan Facility.

Contingent Liabilities and Commitments

Leases

We have leases for certain manufacturing, warehouse, distribution locations, offices, vehicles and equipment. As of December 31, 2022, the Company had total future lease payments of $535.7 million, with $94.5 million payable within 12 months. See Note 9 — *Leases* in the Notes to the Consolidated Financial Statements for additional information.

Debt

We have certain long-term debt instruments outstanding. As of December 31, 2022, the Company had total future payments of $3.9 billion, with $29.0 million payable within 12 months. See Note 10 — *Long-Term Debt* in the Notes to the Consolidated Financial Statements for additional information.

Critical Accounting Estimates

Our significant accounting policies are described in Note 2 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 accounting principles generally accepted in the United States of America. 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 revenues 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 Acquisitions and Goodwill

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 use all available information to make these fair value determinations and, for major business acquisitions, typically engage an outside appraisal firm to assist in the fair value determination of the acquired long-lived 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.

The Company has $1,688.5 million of goodwill as of December 31, 2022, of which $624.0 million pertains to our Aperture Solutions reportable segment, $790.5 million pertains to our Surface Solutions reportable segment, and $274.1 million pertains to our Shelter Solutions reportable segment. We perform an annual impairment assessment of goodwill in the fourth quarter. An interim impairment test is performed if an event occurs or conditions change that would more likely than not reduce the fair value of the reporting unit below the carrying value. Some factors considered important that could trigger an impairment review include the following: significant underperformance relative to expected historical or projected future operating results, significant changes in the manner of our use of the acquired assets or the strategy for our overall business and significant sustained negative industry or economic trends.

In testing goodwill for impairment, we have the option to begin with a qualitative assessment, commonly referred to as “Step 0,” to determine whether it is more likely than not that the fair value of a reporting unit containing goodwill is less than its carrying value. This qualitative assessment may include, but is not limited to, reviewing factors such as macroeconomic conditions, industry and market considerations, cost factors, entity-specific financial performance and other events, including changes in our management, strategy and primary user base. If we determine that it is more likely than not that the fair value of a reporting unit is less than its carrying value, we then perform a quantitative goodwill impairment analysis by comparing the carrying amount to the fair value of the reporting unit. If the carrying amount exceeds the fair value, goodwill will be written down to the fair value and recorded as impairment expense in the Consolidated Statements of (Loss) Income.

We completed our annual goodwill impairment test in the fourth quarter of 2022 using the qualitative assessment for each of our reporting units and concluded that goodwill was not impaired.

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, 2022, the Company’s product warranty liability was $202.5 million. The Company’s warranty liabilities are undiscounted and adjusted for inflation based on third party actuarial estimates. 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 and 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. Separately, upon the sale of a weathertightness warranty in the Shelter Solutions reportable segment, the Company records the resulting revenue as deferred revenue, which is included in other accrued expenses and other long-term liabilities on the Consolidated Balance Sheets depending on when the revenues are expected to be recognized.

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, 2022, the $27.2 million net operating loss carryforward included $15.4 million for U.S federal losses, $11.2 million for U.S. state losses and $0.6 million for foreign losses. The state net operating loss carryforwards began to expire in 2022, if unused, and the federal and foreign loss carryforwards will begin to expire in 2029, 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, 2022	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	115,000	288
First-in-last-out tranche asset-based lending facility	95,000	238
Term loan facilities outstanding balances:		
Term loan facility, due April 2028	2,554,500	6,386
Term loan facility, due August 2028	300,000	750
		$ 9,787

In April 2021, 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 10 — *Long-Term 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 currency gains (losses) included in net (loss) income in the Consolidated Statements of Loss (Income) was $(4.8) million for the period from July 25, 2022 through December 31, 2022, $0.7 million for the period from January 1, 2022 through July 24, 2022, $(3.7) million for 2021 and $1.1 million for 2020. Net foreign currency translation adjustments included in other comprehensive (loss) income were $(6.8) million for the period from July 25, 2022 through December 31, 2022, $(1.4) million for the period from January 1, 2022 through July 24, 2022, $6.6 million for 2021 and $17.3 million for 2020.

We have entered into foreign currency forward contracts with a financial institution to hedge primarily inventory purchases in Canada. At December 31, 2022, we have a total notional amount of $58.7 million hedged at fixed USD/CAD rates ranging from 1.26 to 1.35 with value dates through September 2023. In the future, we may enter into additional foreign currency hedging contracts, to further mitigate the exposure risk of currency fluctuation against the CAD.

Item 8. Financial Statements and Supplementary Data.

INDEX TO FINANCIAL STATEMENTS

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management of Cornerstone Building Brands, Inc. (the "Company" or "our") is responsible for establishing and maintaining adequate internal control over financial reporting for the Company as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934. The Company's internal control system was designed to provide reasonable assurance to the Company's management and Board of Directors regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles.

Internal control over financial reporting includes the controls themselves, monitoring (including internal auditing practices), and actions taken to correct deficiencies as identified.

Internal control over financial reporting has inherent limitations and may not prevent or detect misstatements. The design of an internal control system is also based in part upon assumptions and judgments made by management about the likelihood of future events, and there can be no assurance that an internal control will be effective under all potential future conditions. Therefore, even those systems determined to be effective can provide only reasonable, not absolute, assurance with respect to the financial statement preparation and presentation. Further, because of changes in conditions, the effectiveness of internal control over financial reporting may vary over time.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2022. In making this assessment, management used the criteria for internal control over financial reporting described in *Internal Control — Integrated Framework* by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Management's assessment included an evaluation of the design of the Company's internal control over financial reporting and testing of the operating effectiveness of its internal control over financial reporting. Management reviewed the results of its assessment with the Audit Committee of the Company's Board of Directors. Based on this assessment, management has concluded that, as of December 31, 2022, the Company's internal control over financial reporting was effective.

Grant Thornton LLP, the independent registered public accounting firm that has audited the Company's consolidated financial statements, has audited the effectiveness of the Company's internal control over financial reporting as of December 31, 2022, as stated in their report included elsewhere herein.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
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. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2022, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements of the Company as of December 31, 2022 ("Successor") and for the period from July 25, 2022 through December 31, 2022 ("Successor") and the period from January 1, 2022 through July 24, 2022 ("Predecessor"), and our report dated February 24, 2023 expressed an unqualified opinion on those financial statements.

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 Reports on Internal Control over Financial Reporting ("Management's Report"). 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. 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.

/s/ GRANT THORNTON LLP

Raleigh, North Carolina
February 24, 2023

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
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, 2022 ("Successor") and December 31, 2021 ("Predecessor"), the related consolidated statements of (loss) income, comprehensive (loss) income, equity, and cash flows for the periods from July 25, 2022 through December 31, 2022 ("Successor"), January 1, 2022 through July 24, 2022 ("Predecessor"), the year ended December 31, 2021 ("Predecessor"), and the year ended December 31, 2020 ("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, 2022 ("Successor") and December 31, 2021 ("Predecessor"), and the results of its operations and its cash flows for the periods from July 25, 2022 through December 31, 2022 ("Successor"), January 1, 2022 through July 24, 2022 ("Predecessor"), the year ended December 31, 2021 ("Predecessor"), and the year ended December 31, 2020 ("Predecessor"), in conformity with accounting principles generally accepted in the United States of America.

We also have 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, 2022, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), and our report dated February 24, 2023 expressed an unqualified opinion.

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. 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 matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate 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 matters below, providing separate opinion on the critical audit matters or on the accounts or disclosures to which they relate.

Warranty liability

As described in Notes 2 and 8 to the consolidated financial statements, within the Aperture Solutions and Surface Solutions segments the Company sells a number of products with warranties that do not have to be separately purchased by the customer. The specific terms and conditions of these warranties vary depending on the product sold. As these products are sold, the Company establishes a warranty liability for the cost of estimated warranty claims. 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. We identified the calculation of these warranty liabilities as a critical audit matter.

The principal considerations for our determination that the calculation of these warranty liabilities are a critical audit matter is because of the specialized skills necessary to evaluate the Company's actuarial models and judgments required to assess the underlying assumptions made by the Company. Key assumptions underlying the Company's actuarial estimates include: paid

loss development factors, exposure and loss trend factors, selected pure premiums, inflation adjustments and adjustments to account for the possibility that actual experience losses can be greater than the expected unpaid liability estimate.

Our audit procedures related to warranty liabilities included the following, among others:

- We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the warranty liability calculations that ensure management reviewed the actuarial analysis, related calculations and key assumptions.
- We utilized our actuarial specialists to evaluate the actuarial methodology used and in testing the paid loss development factors, exposure and loss trend factors, selected pure premiums, inflation adjustments and adjustments to account for the possibility that actual experience losses can be greater than the expected unpaid liability estimate.

/s/ GRANT THORNTON LLP

We have served as the Company's auditor since 2018.

Raleigh, North Carolina
February 24, 2023

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

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Net sales	$ 2,744,148	$ 3,736,084	$ 5,583,137	$ 4,617,369
Cost of sales	2,232,049	2,929,699	4,384,062	3,567,049
Gross profit	512,099	806,385	1,199,075	1,050,320
Selling, general and administrative expenses	429,361	562,836	893,082	813,655
Loss (gain) on divestitures	921	(401,413)	(831,252)	—
Gain on legal settlements	—	(76,575)	—	—
Goodwill impairment	—	—	—	503,171
Income (loss) from operations	81,817	721,537	1,137,245	(266,506)
Interest expense	(157,191)	(101,078)	(191,301)	(213,610)
Foreign exchange (loss) gain	(4,809)	686	(3,749)	1,068
Gain (loss) on extinguishment of debt	474	28,354	(42,234)	—
Other income, net	1,140	101	1,866	1,833
(Loss) income before income taxes	(78,569)	649,600	901,827	(477,215)
Income tax (benefit) provision	(15,073)	165,814	235,968	5,563
Net (loss) income	(63,496)	483,786	665,859	(482,778)
Net income allocated to participating securities	—	(3,575)	(7,815)	—
Net (loss) income applicable to common shares	$ (63,496)	$ 480,211	$ 658,044	$ (482,778)
Income (loss) per common share:				
Basic		$ 3.77	$ 5.22	$ (3.84)
Diluted		$ 3.73	$ 5.19	$ (3.84)
Weighted average number of common shares outstanding:				
Basic		127,316	126,058	125,562
Diluted		128,894	126,795	125,562

See accompanying notes to the consolidated financial statements.

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

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Comprehensive (loss) income:				
Net (loss) income	$ (63,496)	$ 483,786	$ 665,859	$ (482,778)
Other comprehensive income (loss), net of tax:				
Foreign exchange translation (losses) gains	(6,789)	(1,367)	6,594	17,254
Unrealized gain (loss) on derivative instruments, net of income tax of $(14,837), $(16,432), $(12,063), and $10,985, respectively	40,962	62,462	14,054	(35,281)
Amount reclassified from Accumulated other comprehensive income (loss) into earnings	—	16,258	21,164	—
Unrecognized actuarial gains (losses) on pension obligation, net of income tax of $58, $—, $(3,195), and $231, respectively	336	—	4,093	(1,092)
Changes in retirement related benefit plans	—	(1,122)	—	—
Other comprehensive income (loss)	34,509	76,231	45,905	(19,119)
Comprehensive (loss) income	$ (28,987)	$ 560,017	$ 711,764	$ (501,897)

See accompanying notes to the consolidated financial statements.

CORNERSTONE BUILDING BRANDS, INC.

CONSOLIDATED BALANCE SHEETS

(In thousands, except share data)

	Successor	Predecessor
	December 31, 2022	December 31, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	$ 553,551	$ 394,447
Accounts receivable, net	665,936	757,373
Inventories	551,828	748,732
Other current assets	125,306	86,528
Total current assets	1,896,621	1,987,080
Property, plant and equipment, net	618,064	612,295
Lease right-of-use assets	365,552	322,608
Goodwill	1,688,548	1,358,056
Intangible assets, net	2,519,023	1,524,635
Other assets, net	105,842	22,786
Total assets	$ 7,193,650	$ 5,827,460
LIABILITIES AND EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 29,000	$ 26,000
Current portion of lease liabilities	61,899	73,150
Accounts payable	288,938	311,737
Accrued income and other taxes	21,867	22,768
Employee-related liabilities	184,187	102,171
Rebates, warranties and other customer-related liabilities	157,752	174,872
Other current liabilities	149,596	144,737
Total current liabilities	893,239	855,435
Long-term debt	3,366,588	3,010,843
Long-term lease liabilities	302,339	251,061
Deferred income tax liabilities	653,745	252,173
Other long-term liabilities	248,794	281,609
Total liabilities	5,464,705	4,651,121
Commitments and contingencies (Note 17)		
Equity:		
Common stock, $0.01 par value, 1,000 shares authorized, issued and outstanding at December 31, 2022; 200,000,000 shares authorized, 126,992,107 issued and 126,971,036 shares outstanding at December 31, 2021	—	1,270
Additional paid-in capital	1,757,932	1,279,931
Accumulated deficit	(63,496)	(98,826)
Accumulated other comprehensive income (loss)	34,509	(5,612)
Treasury stock, at cost (— and 21,071 shares at December 31, 2022 and 2021)	—	(424)
Total equity	1,728,945	1,176,339
Total liabilities and equity	$ 7,193,650	$ 5,827,460

See accompanying notes to the consolidated financial statements.

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

	Common Stock		Additional Paid-In Capital	(Accumulated Deficit) Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Treasury Stock		Total Equity
	Shares	Amount				Shares	Amount	
December 31, 2019 (Predecessor)	126,110,000	$ 1,261	$ 1,248,787	$ (281,229)	$ (32,398)	(55,513)	$ (1,103)	$ 935,318
Treasury stock purchases	—	—	—	—	—	(1,298,253)	(7,994)	(7,994)
Retirement of treasury shares	(1,298,665)	(13)	(7,982)	—	—	1,298,665	7,995	—
Issuance of restricted stock	614,596	6	(6)	—	—	—	—	—
Other comprehensive loss	—	—	—	—	(19,119)	—	—	(19,119)
Deferred compensation obligation	—	1	(593)	—	—	29,769	592	—
Share-based compensation	—	—	17,056	—	—	—	—	17,056
Cumulative effect of accounting change	—	—	—	(678)	—	—	—	(678)
Net loss	—	—	—	(482,778)	—	—	—	(482,778)
December 31, 2020 (Predecessor)	125,425,931	1,255	1,257,262	(764,685)	(51,517)	(25,332)	(510)	441,805
Treasury stock purchases	—	—	—	—	—	(612,011)	(9,685)	(9,685)
Retirement of treasury shares	(612,011)	(6)	(9,679)	—	—	612,011	9,685	—
Issuance of restricted stock	1,861,991	18	(18)	—	—	—	—	—
Issuance of common stock for the Ply Gem merger	15,220	—	185	—	—	—	—	185
Stock options exercised	300,976	3	3,264	—	—	—	—	3,267
Other comprehensive income	—	—	—	—	45,905	—	—	45,905
Deferred compensation obligation	—	—	(86)	—	—	4,261	86	—
Share-based compensation	—	—	29,003	—	—	—	—	29,003
Net income	—	—	—	665,859	—	—	—	665,859
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, net	—	—	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

See accompanying notes to the consolidated financial statements.

CORNERSTONE BUILDING BRANDS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Cash flows from operating activities:				
Net (loss) income	$ (63,496)	$ 483,786	$ 665,859	$ (482,778)
Adjustments to reconcile net (loss) income to net cash from operating activities:				
Depreciation and amortization	130,153	166,177	292,901	284,602
Amortization of debt issuance costs, debt discount and fair values	38,997	19,952	28,722	9,589
Share-based compensation expense	2,323	17,099	29,003	17,056
(Gain) loss on extinguishment of debt	(474)	(28,354)	42,234	—
Unrealized loss on foreign currency exchange rates	6,970	—	—	—
Goodwill impairment	—	—	—	503,171
Asset impairments	—	368	22,210	4,905
Loss (gain) on divestitures	921	(401,413)	(831,252)	—
Loss (gain) on sale of assets	398	(2,670)	—	(1,252)
Amortization of inventory and other fair value step-ups	66,400	1,238	—	—
Provision for credit losses	2,053	3,811	3,604	5,390
Deferred income taxes	(36,956)	(26,688)	(59,510)	(4,319)
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:				
Accounts receivable	92,590	(101,937)	(156,066)	(61,976)
Inventories	149,748	(12,956)	(311,242)	7,927
Income taxes	(44,867)	14,116	24,865	14,146
Prepaid expenses and other	24,304	31,367	(56,768)	3,415
Accounts payable	(40,102)	44,446	72,260	4,663
Accrued expenses	(114,098)	121,871	36,944	8,276
Other, net	(37,565)	854	(19,651)	(4,398)
Net cash provided by (used in) operating activities	177,299	331,067	(215,887)	308,417
Cash flows from investing activities:				
Acquisitions, net of cash acquired	—	4,252	(528,250)	(41,841)
Capital expenditures	(98,008)	(64,848)	(114,715)	(81,851)
Proceeds from divestitures, net of cash divested	—	510,883	1,187,307	—
Proceeds from sale of property, plant and equipment	12,370	6,070	5,124	3,569
Net cash provided by (used in) investing activities	(85,638)	456,357	549,466	(120,123)
Cash flows from financing activities:				
Proceeds from credit facilities	—	—	190,000	460,000
Payments on credit facilities	—	—	(190,000)	(530,000)
Proceeds from term loans	300,000	—	108,438	—
Payments on term loans	(13,000)	(13,000)	(25,905)	(25,620)
Payments to public stockholders	(1,612,434)	—	—	—
Proceeds from senior notes	710,000	—	—	500,000
Repurchases of senior notes	(23,180)	(70,560)	(670,800)	—
Payments of financing costs	(84,686)	—	(13,187)	(6,731)
Contributions from Parent, net	95,194	—	—	—
Purchases of treasury stock	—	—	—	(6,428)
Payments on derivative financing obligations	—	(7,321)	(9,377)	—
Other	165	(3,206)	(6,418)	(1,566)
Net cash (used in) provided by financing activities	(627,941)	(94,087)	(617,249)	389,655
Effect of exchange rate changes on cash and cash equivalents	304	(5)	(150)	222
Net (decrease) increase in cash, cash equivalents and restricted cash	(535,976)	693,332	(283,820)	578,171
Cash, cash equivalents and restricted cash at beginning of period	1,089,990	396,658	680,478	102,307
Cash, cash equivalents and restricted cash at end of period	$ 554,014	$ 1,089,990	$ 396,658	$ 680,478

See accompanying notes to the 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, the "Company") is a holding company incorporated in Delaware. The Company is the largest 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, which we have renamed as follows: Aperture Solutions (formerly "Windows"), Surface Solutions (formerly "Siding") and Shelter Solutions (formerly "Commercial").

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"), investments funds managed by Clayton, Dubilier and Rice, LLC ("CD&R") became the indirect owners of all the issued and outstanding shares 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 common shares are no longer traded on the New York Stock Exchange ("NYSE"). Following the Merger, the Stockholders Agreement, dated as of November 16, 2018, by and among the Company and certain of its stockholders, including investment funds managed by CD&R, terminated.

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 have 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 Company has reclassified certain prior year amounts to conform to the current year's presentation. All references herein for the years "2021" and "2020" represent the year ended December 31, 2021 and year ended December 31, 2020.

During the fourth quarter of 2022, the Company identified an error in its Consolidated Statement of Cash Flows for the period from January 1, 2022 through July 24, 2022 related to the classification of certain outstanding checks that were originally classified as accounts payable instead of a reduction to cash and cash equivalents. This error was deemed immaterial to the Company's Consolidated Financial Statements. The impacts of correcting the Company's Consolidated Statement of Cash Flow are as follows:

	January 1, 2022 through July 24, 2022		
Consolidated Statement of Cash Flow	**As Reported**	**Adjustment**	**Revised**
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:			
Accounts payable	$ 64,044	$ (19,598)	$ 44,446
Net cash provided by operating activities	350,665	(19,598)	331,067
Net increase in cash, cash equivalents and restricted cash	712,930	(19,598)	693,332
Cash, cash equivalents and restricted cash at end of period	1,109,588	(19,598)	1,089,990

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, revenues 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 obsolete inventory; the impairment of goodwill and intangible assets; establishing useful lives for and evaluating the recovery of long-lived assets; recognizing the fair value of assets acquired and liabilities assumed in business combinations; 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 and Restricted Cash

Cash equivalents consists of instruments with an original maturity of three months or less. As of December 31, 2022, the Company's cash and cash equivalents were only invested in cash.

The following table sets forth a reconciliation of cash, cash equivalents and restricted cash reported within the Consolidated Balance Sheets that total the amounts shown in the Consolidated Statements of Cash Flows:

	Successor	Predecessor
	December 31, 2022	December 31, 2021
Cash and cash equivalents	$ 553,551	$ 394,447
Other current assets - Restricted cash[(1)]	463	2,211
Total cash, cash equivalents and restricted cash shown in the Consolidated Statements of Cash Flows	$ 554,014	$ 396,658

(1) Restricted cash primarily relates to indemnification agreements and is included in other current assets in the Consolidated Balance Sheets.

Accounts Receivable, Net

The Company reports accounts receivable net of an allowance for expected credit 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 (Loss) Income. 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 following table sets forth the changes in the allowance for credit losses:

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Beginning balance[1]	$ —	$ 11,299	$ 13,313	$ 9,962
Cumulative effect of accounting change	—	—	—	678
Provision for expected credit losses	2,053	3,811	3,604	5,390
Amounts charged against allowance for credit losses, net of recoveries	—	307	(1,729)	(3,579)
Allowance for credit losses of acquired company at date of acquisition	—	442	269	862
Divestitures	—	(80)	(4,158)	—
Ending balance	$ 2,053	$ 15,779	$ 11,299	$ 13,313

(1) In connection with the Merger, the beginning balance for the Successor period reflects acquisition-related adjustments of $15.8 million.

Inventories

Inventories are stated at the lower of cost or net realizable value less allowance for obsolete inventory using the first-in, first-out method. The Company reduces its inventory value for estimated obsolete and slow-moving inventory when evidence exists that the net realizable value of inventory is lower than its cost. 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. Cost of sales includes the cost of inventory sold during the period, including costs for manufacturing, inbound freight, receiving, inspection, warehousing. Vendor rebates are treated as a reduction to cost of sales in the Company's Consolidated Statements of (Loss) Income.

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.

Impairment of Long-Lived Assets

The Company evaluates long-lived assets for impairment, including, but not limited to, property, plant and equipment 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 (Loss) Income. The Company recorded impairments relating to its long-lived assets of $0.0 million for the period from July 25, 2022 through December 31, 2022, $0.4 million for the period from January 1, 2022 through July 24, 2022, $22.2 million for 2021 and $4.9 million for 2020.

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. The Company recognized impairments relating to goodwill of $0.0 million from July 25, 2022 through December 31, 2022, January 1, 2022 through July 24, 2022 and 2021 and $503.2 million of impairment for 2020.

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 or require pro-rata payments from the customer. The Company accrues for the estimated cost of product warranty at the time of sale based on historical experience, expectations regarding future costs to be incurred and information provided by third party actuarial estimates. Warranty costs are included within cost of goods sold.

Leases

The Company has leases for certain manufacturing, warehouse and distribution locations, offices, 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 for all leases other than leases of durable tooling. 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 (Loss) Income 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. The allocation of the lease and non-lease components for durable tooling is based on the Company's best estimate of standalone price.

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 generally recognized when the product has shipped from the Company's facility and control has transferred to the customer. 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 revenues are adjusted for variable consideration, which includes customer volume rebates, 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 revenue is adjusted accordingly. The Company does not have significant financing components. The Company recognizes installation revenue, mainly within the stone veneer business, over the period for which the stone is installed, which is typically a very short duration.

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 revenue at the same point in time the related product revenue is recognized, while shipping and handling costs are expenses as incurred and recorded within in cost of sales in the Company's Consolidated Statements of (Loss) Income.

In accordance with certain contractual arrangements, the Company receives payment from its customers in advance related to performance obligations that are to be satisfied in the future and recognizes such payments as deferred revenue, mainly related to the Company's weathertightness warranties.

A portion of the Company's revenue, exclusively within the Shelter Solutions reportable segment, includes multiple-element revenue arrangements due to multiple deliverables. Each deliverable is generally determined based on customer-specific manufacturing and delivery requirements. Because the separate deliverables have value to the customer on a stand-alone basis, they are typically considered separate units of accounting. A portion of the entire job order value is allocated to each unit of accounting. Revenue allocated to each deliverable is recognized upon shipment. The Company uses estimated selling price ("ESP") based on underlying cost plus a reasonable margin to determine how to separate multiple-element revenue arrangements into separate units of accounting, and how to allocate the arrangement consideration among those separate units of accounting. The Company determines ESP based on normal pricing and discounting practices.

For the period from July 25, 2022 through December 31, 2022 and for the period from January 1, 2022 through July 24, 2022, one customer accounted for 13.1% and 11.8% 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 $11.3 million for the period from July 25, 2022 through December 31, 2022, $11.1 million for the period from January 1, 2022 through July 24, 2022, $16.9 million for 2021 and $15.1 million for 2020. These costs are included in selling, general and administrative expenses on the Consolidated Statements of (Loss) Income.

Share-Based Compensation

Share-based compensation expense, measured as the fair value of an award on the date of grant, 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.

Fair Value Measurements

The carrying amounts of cash and cash equivalents, restricted cash, accounts receivable and accounts payable approximate fair value as of December 31, 2022 and 2021 given the instruments relatively short maturities. The carrying amounts of the indebtedness under revolving credit facilities approximate fair value as the interest rates are variable and reflective of market rates. Fair values for our other debt instruments are measured using Level 1 and Level 2 inputs. U.S. GAAP requires us to use valuation techniques to measure fair value that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

Level 1: Observable inputs such as quoted prices for identical assets or liabilities in active markets.
Level 2: Other inputs that are observable directly or indirectly, such as quoted prices for similar assets or liabilities or market-corroborated inputs.
Level 3: Unobservable inputs for which there is little or no market data and which require us to develop our own assumptions about how market participants would price the assets or liabilities.

Foreign Currency Remeasurement and Translation

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. 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 income (loss) on the Company's Consolidated Statements of (Loss) Income.

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 estimates 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 estimates 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 (Loss) Income in the period in which such changes occur.

Recent Accounting Pronouncements

In March 2020, the Financial Accounting Standards Board ("FASB") issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides optional guidance to ease the potential burden in accounting for reference rate reform on financial reporting. In January 2021, the FASB issued ASU 2021-01, *Reference Rate Reform (Topic 848): Scope,* which clarifies that certain optional expedients and exceptions in Topic 848 for contract modifications and hedge accounting apply to derivatives that are affected by the reference rate transition. The amendments in these ASUs are elective, apply to all entities that have contracts, hedging relationships, and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate expected to be discontinued because of rate reform. In December 2022, the FASB issued ASU 2022-06, *Reference Rate Reform (Topic 848), Deferral of the Sunset Date of Topic 848*, that deferred the sunset date of Topic 848 to December 31, 2024, after which entities will no longer be permitted to apply the relief in Topic 848. The Company is evaluating the impact of electing to apply the amendments.

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 term loan facility, due August 2028;
- $710.0 million of 8.750% Senior Secured Notes 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 following table summarizes the fair value of net assets acquired:

	Fair Value
Merger consideration	$ 1,746,090
Fair value of common shares previously held by CD&R and other adjustments	1,526,591
Total equity value	$ 3,272,681
Cash and cash equivalent	$ 1,087,586
Accounts receivable	794,341
Inventories	768,827
Property, plant and equipment	581,617
Lease right-of-use assets	252,262
Goodwill	1,693,594
Intangible assets	2,610,685
Other assets	120,543
Total assets acquired	7,909,455
Accounts payable	329,105
Accrued liabilities	623,647
Long-term debt	2,467,210
Lease liabilities	252,262
Deferred income tax liabilities	679,014
Other liabilities	285,536
Total liabilities assumed	4,636,774
Net assets acquired	$ 3,272,681

The above purchase price allocation is based upon provisional information and is subject to revision during the measurement period (up to one year from the date of the Merger) 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 date of the Merger 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 and may include, but not limited to, adjustments pertaining to intangible assets acquired, property, plant and equipment acquired and tax liabilities assumed. The effect of measurement period adjustments on the estimated fair value elements will be reflected as if the adjustments had been made as of the date of the Merger. Residual amounts will be allocated to goodwill.

As part of pushdown accounting, we recorded the provisional goodwill and it has been allocated to reporting units expected to benefit from the business combination. The goodwill is mainly attributable to cost savings in manufacturing productivity; freight and logistics; procurement; and other operating costs, as well as operational improvements in recent acquisitions to be achieved subsequent to the Merger. The goodwill recorded is not deductible for income tax purposes.

The Company identified intangible assets for customer lists and relationships and trademarks, trade names and other. Intangible assets are amortized on a straight-line basis over their expected useful lives. The provisional fair value and weighted average estimated useful life of identifiable intangible assets consists of the following:

	Fair Value	Weighted Average Useful Life (years)
Customer relationships	$ 2,088,548	13
Trade names and other	522,137	13
Total	$ 2,610,685	

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.

Unaudited Pro Forma Financial Information

Had the Merger occurred at the beginning of 2020, unaudited pro forma revenues and net income for the period from January 1, 2022 through July 24, 2022, 2021 and 2020 would not have been materially different than the amounts reported as the pro forma adjustments would primarily reflect the amortization of intangibles and depreciation of property, plant and equipment that received a step up in basis and the cost to finance the transaction, net of the related tax effects. The unaudited supplemental pro forma financial information would not give effect to the potential impact of current financial conditions, operating efficiencies or cost savings that may result from the Merger or any integration costs. Unaudited pro forma balances would not necessarily be indicative of operating results had the Merger occurred on January 1, 2020 or of future results.

Acquisitions

Union Corrugating Company Holdings, Inc.

On December 3, 2021, the Company acquired the issued and outstanding common stock of Union Corrugating Company Holdings, Inc. (“UCC”) for a purchase price of $214.2 million, including a post-closing adjustment of $2.6 million that was finalized in the first quarter of 2022. UCC is a leading provider of residential metal roofing, metal buildings, and roofing components. The addition of UCC advances our growth strategy by expanding our offering to customers in the high growth metal roofing market. This acquisition was funded through cash available on the Company’s Consolidated Balance Sheet. The Company reports UCC results within the Shelter Solutions reportable segment.

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

	Fair Value
Cash	$ 19,594
Accounts receivable	20,515
Inventories	66,420
Property, plant and equipment	24,184
Lease right of use assets	37,964
Trade name and customer relationship intangibles	97,560
Goodwill	63,933
Other assets	1,466
Total assets acquired	331,636
Accounts payable and other liabilities assumed	57,163
Lease liabilities	37,964
Deferred income taxes	22,310
Total liabilities assumed	117,437
Net assets acquired	$ 214,199

The $63.9 million of goodwill was allocated to the Shelter Solutions reportable segment. Goodwill from this acquisition is not deductible for tax purposes. The goodwill is primarily attributable to the synergies expected to be realized.

Cascade Windows

On August 20, 2021, the Company completed its acquisition of Cascade Windows, Inc. (“Cascade Windows”) for $237.7 million in cash, including a post-closing adjustment of $1.8 million that was finalized in the first quarter of 2022. Cascade Windows serves the residential new construction and repair and remodel markets with energy efficient vinyl window and door products from various manufacturing facilities in the U.S., expanding our manufacturing capabilities and creating new opportunities for us in the Western U.S. This acquisition was funded through cash available on the Company’s Consolidated Balance Sheet. The Company reports Cascade Windows’ results within the Aperture Solutions reportable segment.

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

	Fair Value
Cash	$ 2,838
Accounts receivable	16,956
Inventories	15,392
Property, plant and equipment	18,300
Lease right of use assets	21,849
Trade name and customer relationship intangibles	137,660
Goodwill	110,417
Other assets	2,556
Total assets acquired	325,968
Accounts payable and other liabilities assumed	34,861
Lease liabilities	20,173
Deferred income taxes	33,221
Total liabilities assumed	88,255
Net assets acquired	$ 237,713

The $110.4 million of goodwill was allocated to the Aperture Solutions reportable segment and is not deductible for tax purposes. The goodwill is primarily attributable to the synergies expected to be realized.

Prime Windows

On April 30, 2021, the Company acquired Prime Windows LLC ("Prime Windows") for total consideration of $93.0 million, exclusive of a $2.0 million working capital adjustment that was finalized as of December 31, 2021. Prime Windows serves residential new construction and repair and remodel markets with energy efficient vinyl window and door products from two manufacturing facilities in the United States, expanding our manufacturing capabilities and creating new opportunities for us in the Western U.S. This acquisition was funded through borrowings under the Company's existing credit facilities. Prime Windows' results are reported within the Aperture Solutions reportable segment.

Kleary

On March 2, 2020, the Company acquired 100% of the issued and outstanding shares of the common stock of Kleary Masonry, Inc. ("Kleary") for total consideration of $40.0 million, exclusive of the $2.0 million working capital adjustment that was finalized during the three months ended July 4, 2020. The transaction was financed with cash on hand and through borrowings under the Company's asset-based revolving credit facility. Kleary's results are reported within the Surface Solutions reportable segment.

Unaudited Pro Forma Financial Information

The following table provides unaudited supplemental pro forma results for the Company had the acquisitions occurred on January 1, 2020:

	Predecessor	
	Year Ended December 31, 2021	Year Ended December 31, 2020
Net sales	$ 5,977,230	$ 5,056,390
Net income (loss) applicable to common shares	663,273	(480,289)
Net income (loss) per common share:		
Basic	$ 5.26	$ (3.83)
Diluted	$ 5.23	$ (3.83)

The unaudited supplemental pro forma financial information was prepared based on the historical information of the Company, UCC, Cascade Windows, Prime Windows and Kleary. The unaudited supplemental pro forma financial

information does not give effect to the potential impact of current financial conditions, any anticipated synergies, operating efficiencies or cost savings that may result from the acquisitions or any integration costs. Unaudited pro forma balances are not necessarily indicative of operating results had the acquisitions occurred on January 1, 2020 or of future results.

Divestitures

Coil Coatings

On June 28, 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 (Loss) Income. 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 (Loss) Income. 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.

IMP and DBCI Businesses

On August 9, 2021, the Company completed the sale of its IMP business for cash proceeds of $1.0 billion. On August 18, 2021, the Company completed the sale of its DBCI business for cash proceeds of $168.9 million. The IMP and DBCI businesses were within the Company's Shelter Solutions reportable segment. For the year ended December 31, 2021, the Company recognized a pre-tax gain of $679.8 million for the IMP divestiture and $151.5 million for the DBCI divestiture, which are included in gain on divestitures in the Consolidated Statements of (Loss) Income. As part of the consideration received for the sale of the IMP business, we entered into a short-term agreement with the purchaser to supply steel for the IMP business. We recognized $15.5 million in net sales under the supply agreement, which ended in December 2021. For the year ended December 31, 2021, the Company incurred $21.3 million of divestiture-related costs, which are recorded in strategic development and acquisition related costs in the Company's Consolidated Statements of (Loss) Income. During the period from January 1, 2022 through July 24, 2022, the Company received additional cash proceeds of $7.2 million as a settlement of working capital related to the 2021 sale of the IMP business. These proceeds were recognized in gain on divestitures in the Consolidated Statements of (Loss) Income. The divested businesses did not represent strategic shifts that have a major effect on our operations and financial results, so they were not presented as discontinued operations.

Note 4 — Inventories

The following table sets forth the components of inventories:

	Successor	Predecessor
	December 31, 2022	December 31, 2021
Raw materials	$ 312,380	$ 485,642
Work in process	67,424	65,070
Finished goods	172,024	198,020
Total inventories	$ 551,828	$ 748,732

The following table sets forth the changes to the allowance for obsolete inventory:

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Beginning balance[1]	$ —	$ 21,281	$ 22,172	$ 18,712
Provisions	3,805	7,197	5,155	8,015
Dispositions	(1,578)	(2,335)	(6,029)	(4,555)
Allowance of acquired company at date of acquisition	—	3,817	705	—
Divestitures	—	(400)	(722)	—
Ending balance	$ 2,227	$ 29,560	$ 21,281	$ 22,172

(1) In connection with the Merger, the beginning balance for the Successor period reflects acquisition-related adjustments of $29.6 million.

Note 5 — Property, Plant and Equipment, Net

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

	Range of Useful Lives (Years)	Successor	Predecessor
		December 31, 2022	December 31, 2021
Land		$ 16,970	$ 24,812
Buildings and improvements	15 – 39	111,296	253,637
Machinery and equipment	3 – 15	526,764	990,338
		655,030	1,268,787
Less: accumulated depreciation and amortization		(36,966)	(656,492)
Total property, plant and equipment, net		$ 618,064	$ 612,295

Depreciation and amortization expense related to property, plant and equipment was $44.7 million for the period from July 25, 2022 through December 31, 2022, $56.7 million for the period from January 1, 2022 through July 24, 2022, $103.0 million for 2021 and $103.5 million for 2020.

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, 2020 (Predecessor)	$ 397,024	$ 654,821	$ 142,884	$ 1,194,729
Acquisitions	143,964	122	140,342	284,428
Divestiture	—	—	(121,464)	(121,464)
Currency translation	208	155	—	363
Balance, December 31, 2021 (Predecessor)	$ 541,196	$ 655,098	$ 161,762	$ 1,358,056
Currency translation	(750)	(561)	—	(1,311)
Measurement period adjustments[1]	(366)	(10)	(97,474)	(97,850)
Balance, July 24, 2022 (Predecessor)	$ 540,080	$ 654,527	$ 64,288	$ 1,258,895
Balance, July 25, 2022 (Successor)	$ 612,368	$ 763,324	$ 284,796	$ 1,660,488
Measurement period adjustments[2]	14,527	29,288	(10,709)	33,106
Currency translation	(2,886)	(2,160)	—	(5,046)
Balance, December 31, 2022 (Successor)	$ 624,009	$ 790,452	$ 274,087	$ 1,688,548

(1) Primarily reflects the fair value of acquired intangibles totaling $97.6 million in connection with the acquisition of UCC, which is reported in the Shelter Solutions reportable segment.

(2) Measurement period adjustments have been recorded as the Company has obtained additional information since the preliminary purchase price allocation of the assets and liabilities acquired in connection with the Merger. The measurement period adjustments did not have a significant impact on the Company's results of operations.

Intangible Assets, Net

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

	Range of Life (Years)	Weighted Average Amortization Period (Years)	Cost	Accumulated Amortization	Net Carrying Value
As of December 31, 2022 (Successor)[1]					
Amortized intangible assets:					
Trademarks, trade names and other	13	13	$ 522,137	$ (18,332)	$ 503,805
Customer lists and relationships	13	13	2,088,548	(73,330)	2,015,218
Total intangible assets			$ 2,610,685	$ (91,662)	$ 2,519,023

	Range of Life (Years)	Weighted Average Amortization Period (Years)	Cost	Accumulated Amortization	Net Carrying Value
As of December 31, 2021 (Predecessor)					
Amortized intangible assets:					
Trademarks, trade names and other	3 – 15	7	$ 241,727	$ (76,574)	$ 165,153
Customer lists and relationships	7 – 20	9	1,845,511	(486,029)	1,359,482
Total intangible assets			$ 2,087,238	$ (562,603)	$ 1,524,635

(1) In connection with the Merger, the Company recorded a provisional intangible asset fair value. The fair value is based on preliminary information and subject to revision during the measurement period.

Intangible assets are amortized on a straight-line basis or a basis consistent with the expected future cash flows over their expected useful lives. Amortization expense related to intangible assets was $85.4 million for the period from July 25, 2022 through December 31, 2022, $109.5 million for the period from January 1, 2022 through July 24, 2022, $189.5 million for 2021, and $181.0 million for 2020.

The expected amortization expense over the next five years and thereafter for acquired intangible assets recorded as of December 31, 2022 is as follows:

2023	$ 200,822
2024	200,822
2025	200,822
2026	200,822
2027	200,822
Thereafter	1,514,913
	$ 2,519,023

Note 7 — Other Current Liabilities

The following table sets forth the components of other current liabilities:

	Successor	Predecessor
	December 31, 2022	December 31, 2021
Accrued insurance	$ 23,609	$ 20,473
Accrued freight	11,130	12,604
Accrued facilities	4,687	1,901
Professional services	10,380	11,993
Interest rate swaps	7,000	13,127
Accrued interest	48,595	19,775
Other accrued expenses	44,195	64,864
Total other current liabilities	$ 149,596	$ 144,737

Note 8 — Product Warranties

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

	Year Ended December 31, 2022		
	Successor	Predecessor	
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021
Balance, beginning of period[1]	$ 203,011	$ 218,356	$ 216,230
Acquisitions	—	189	10,518
Divestitures	—	(4,345)	(2,245)
Warranties sold	879	1,052	1,986
Revenue recognized	(1,135)	(1,383)	(2,650)
Expense	17,019	26,910	26,129
Settlements	(17,311)	(21,311)	(31,612)
Balance, end of period	$ 202,463	$ 219,468	$ 218,356
Reflected as:			
Current liabilities – Rebates, warranties and other customer-related liabilities	$ 25,304	$ 26,888	$ 30,181
Noncurrent liabilities – Other long-term liabilities	177,159	192,580	188,175
Total product warranty liability	$ 202,463	$ 219,468	$ 218,356

(1) In connection with the Merger, the beginning balance for the Successor period reflects acquisition-related adjustments of $16.5 million.

Note 9 — Leases

The following sets forth weighted average information about the Company's lease portfolio as of December 31, 2022:

Weighted-average remaining lease term	7.2 years
Weighted-average incremental borrowing rate	10.49 %

The following table sets forth components of operating lease costs:

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Operating lease costs				
Fixed lease costs	$ 35,419	$ 54,910	$ 107,938	$ 113,760
Short-term lease costs	19,221	17,051	8,350	8,478
Variable lease costs	49,251	54,316	94,296	62,317

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

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash flows for operating leases	$ 34,104	$ 42,069	$ 91,024	$ 99,076
Right-of-use assets obtained in exchange for new operating lease liabilities[1]	$ 277,724	$ 10,601	$ 88,826	$ 19,785

(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.

For the period from July 25, 2022 through December 31, 2022, the Company renewed certain existing facility and transportation leases which resulted in the net remeasurement of the existing lease right-of-use assets in the amount of $110.2 million.

The following table sets forth future minimum lease payments under non-cancelable leases as of December 31, 2022:

	Operating Leases
2023	$ 94,475
2024	89,095
2025	78,674
2026	72,396
2027	36,246
Thereafter	164,825
Total future minimum lease payments	535,711
Less: interest	171,473
Present value of future minimum lease payments	$ 364,238

Note 10 — Long-Term Debt

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

		Successor				Predecessor		
		December 31, 2022				December 31, 2021		
	Effective Interest Rate	Principal Outstanding	Unamortized Fair Value Adjustment[1]	Unamortized Discount and Issuance Costs	Carrying Amount	Principal Outstanding	Unamortized Discount and Issuance Costs	Carrying Amount
Term loan facility, due April 2028	8.57 %	$ 2,554,500	$ (348,769)	$ —	$ 2,205,731	$ 2,580,500	$ (37,811)	$ 2,542,689
Term loan facility, due August 2028	9.69 %	300,000	—	(21,538)	278,462	—	—	—
6.125% senior notes due January 2029	13.73 %	365,541	(111,524)	—	254,017	500,000	(5,846)	494,154
8.750% Senior Secured Notes, due August 2028	10.61 %	710,000	—	(52,622)	657,378	—	—	—
Total long-term debt		$ 3,930,041	$ (460,293)	$ (74,160)	$ 3,395,588	$ 3,080,500	$ (43,657)	$ 3,036,843
Reflected as:								
Current liabilities - Current portion of long-term debt					$ 29,000			$ 26,000
Non-current liabilities - Long-term debt					3,366,588			3,010,843
Total long-term debt					$ 3,395,588			$ 3,036,843
Fair value - Senior notes - Level 1					$ 907,993			$ 531,900
Fair value - Term loans - Level 2					2,580,000			2,570,823
Total fair value					$ 3,487,993			$ 3,102,723

(1) On July 25, 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 debt:

2023	$ 29,000
2024	29,000
2025	29,000
2026	29,000
2027	29,000
Thereafter	3,785,041
	$ 3,930,041

Revolving Credit Facilities

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

	Successor			Predecessor		
	December 31, 2022			December 31, 2021		
	Available	Borrowings	Letters of Credit and Priority Payables	Available	Borrowings	Letters of Credit and Priority Payables
Asset-based lending facility	$ 850,000	$ —	$ 48,000	$ 611,000	$ —	$ 45,000
Cash flow revolver[1]	115,000	—	—	115,000	—	—
First-in-last-out tranche asset-based lending facility	95,000	—	—	—	—	—
Total	$ 1,060,000	$ —	$ 48,000	$ 726,000	$ —	$ 45,000

(1) Cash flow revolver commitments of $23.0 million mature in April 2023 and $92.0 million mature in April 2026.

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 (as defined below).
- Issued $710.0 million 8.750% Senior Secured Notes (as defined below) due August 2028.
- Increased the ABL Facility (as defined below) 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 ABL FILO Facility terminates in July 2027.

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 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"), which provides for (i) a term loan facility (the "Term Loan Facility") 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) under the Term Loan Facility and Cash Flow Revolver (together the "Cash Flow Facilities").

The Term Loan Facility 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 bears annual interest at a floating rate measured by reference to, at the Company's option, either (i) an adjusted LIBOR rate (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) an adjusted LIBOR rate (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.

Subject to certain exceptions, the Term Loan Facility is subject to mandatory prepayments in an amount equal to:

- the net cash proceeds of (1) certain asset sales, (2) certain debt offerings and (3) 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.

Both the Term Loan Facility and 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 July 2027

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.

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") 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 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 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 commencing on January 15, 2021.

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, the Cash Flow Revolver, the Side Car Term Loan Facility, the 8.750% Senior Secured Notes 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 Secured Notes in whole or in part at any time subject to certain prepayment premiums if the 6.125% Senior Secured Notes were to be redeemed prior to September 15, 2023.

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 will be January 15, 2023.

The 8.750% Senior 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.

Repurchase of 6.125% Senior Notes

Under a 10b5-1 plan approved by the Board of Directors, the Company repurchased an aggregate principal amount of $100.0 million for $70.6 million in cash during the period from January 1, 2022 through July 24, 2022 and an aggregate principal amount of $34.5 million for $23.2 million in cash during the period from July 25, 2022 through December 31, 2022. The gains, which included the write-off of associated unamortized debt discount and deferred financing costs, totaled

$28.4 million in the period from January 1, 2022 through July 24, 2022 and $0.5 million in the period from July 25, 2022 through December 31, 2022, were recognized as gain on extinguishment of debt in the Consolidated Statements of (Loss) Income.

Redemption of 8.00% Senior Notes

In April 2021, the Company redeemed the outstanding $645.0 million aggregate principal amount of the 8.00% Senior Notes due April 2026 for $670.8 million. The redemption resulted in a pre-tax loss on extinguishment of debt in the Consolidated Statements of (Loss) Income of $41.9 million, comprising a make-whole premium of $25.8 million and a write-off of $16.1 million of unamortized deferred financing costs.

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 Facility 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 Facility 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, 2022.

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:

	May 2019 Swap[1]	April 2021 Swaps
Notional amount	$ 500,000	$ 1,000,000
Forecasted term loan interest payments being hedged	1-month LIBOR	1-month LIBOR
LIBOR floor (per annum - matches floor in hedged item)	0.00 %	0.50 %
Fixed rate paid on $500,000 and $1,500,000 notional amounts	2.1680 %	2.0340 %
Fixed rate received on $(500,000) notional amount	n/a	(2.1680)%
Origination date	July 12, 2019	April 15, 2021
Maturity - Fixed rate paid	July 12, 2023	April 15, 2026
Maturity - Fixed rate received	n/a	July 12, 2023
Fair value at December 31, 2022 - Other current assets	$ 7,000	$ —
Fair value at December 31, 2022 - Other assets, net	$ —	$ 95,361
Fair value at December 31, 2022 - Other current liabilities	$ —	$ 7,000
Fair value at December 31, 2021 - Other assets, net	$ 11,543	$ —
Fair value at December 31, 2021 - Other current liabilities	$ —	$ 13,127
Fair value at December 31, 2021 - Other long-term liabilities	$ 11,543	$ 28,279
Level in fair value hierarchy[2]	Level 2	Level 2

(1) The May 2019 swap was de-designated from cash flow hedge accounting in April 2021.

(2) Interest rate swaps are based on cash flow hedge contracts that have fixed rate structures and are measured against market-based LIBOR 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 11 — Employee Benefit Plans

Defined Benefit Plans

The Company has certain defined benefit plans which are frozen with no further increases in benefits for participants may occur as a result of increases in service years or compensation. In connection with the sale of the coil coatings business on June 28, 2022, the Company transferred two defined benefit plans and an other post-employment benefit plan to the purchaser resulting in no further benefit obligation at the time of sale.

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

	Successor	Predecessor
	December 31, 2022	December 31, 2021
Discount rate	5.45 %	2.85 %

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

	Year Ended December 31, 2022		
	Successor	Predecessor	
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021
Discount rate	4.40 %	2.85 %	2.50 %
Expected return on plan assets	5.16 %	4.85 %	5.95 %

The basis used to determine the expected long-term rate of return on assets assumptions for the defined benefit plans 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, 2022, all of our defined pension plans have projected benefit obligations 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, 2022		
	Successor	Predecessor	
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021
Change in benefit obligation:			
Beginning of period	$ 70,676	$ 97,134	$ 104,934
Service cost	—	23	54
Interest cost	1,254	1,529	2,542
Benefits paid	(2,607)	(3,339)	(6,641)
Actuarial gains	(5,859)	(13,523)	(3,755)
Divestitures	—	(11,148)	—
End of period	$ 63,464	$ 70,676	$ 97,134
Accumulated benefit obligation at end of period	$ 63,464	$ 70,676	$ 97,134
Change in plan assets:			
Beginning of period	$ 63,627	$ 98,954	$ 94,215
Actual return on plan assets	(4,284)	(16,524)	8,162
Company contributions	—	—	3,218
Benefits paid	(2,606)	(3,339)	(6,641)
Divestitures	—	(15,464)	—
End of period	$ 56,737	$ 63,627	$ 98,954
Funded status at end of period	$ (6,727)	$ (7,049)	$ 1,820

	Successor	Predecessor
	December 31, 2022	December 31, 2021
Amounts recognized on the Consolidated Balance Sheets		
Noncurrent assets	$ —	$ 5,098
Noncurrent liabilities	(6,727)	(3,278)
	$ (6,727)	$ 1,820

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

Investment type	Successor December 31, 2022	Predecessor December 31, 2021
Equity securities	38 %	31 %
Debt securities	60 %	67 %
Real estate	2 %	2 %
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 plans at December 31, 2022 and 2021, by asset category and by levels of fair value were as follows:

	Successor December 31, 2022			Predecessor December 31, 2021		
	Level 1	Level 2	Total	Level 1	Level 2	Total
Cash and cash equivalents	$ 27	$ —	$ 27	$ 20	$ —	$ 20
Mutual funds:						
Growth funds	4,271	—	4,271	6,649	—	6,649
Real estate funds	1,395	—	1,395	2,072	—	2,072
Equity income funds	4,217	—	4,217	6,197	—	6,197
Index funds	9,036	—	9,036	12,642	—	12,642
International equity funds	3,795	—	3,795	4,883	—	4,883
Fixed income funds	6,680	27,316	33,996	12,982	53,509	66,491
Total	$ 29,421	$ 27,316	$ 56,737	$ 45,445	$ 53,509	$ 98,954

The following tables set forth the components of the net periodic benefit income:

	Year Ended December 31, 2022				
	Successor	Predecessor			
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Service cost	$ —	$ 23	$ 54	$ 46
Interest cost	1,254	1,529	2,542	3,231
Expected return on assets	(1,316)	(2,650)	(5,439)	(4,958)
Amortization of prior service cost	—	—	65	62
Amortization of loss	—	117	416	433
Net periodic benefit income	$ (62)	$ (981)	$ (2,362)	$ (1,186)

The following table sets forth the amounts in accumulated other comprehensive income that have not yet been recognized as components of net periodic benefit income:

	Successor December 31, 2022	Predecessor December 31, 2021
Unrecognized actuarial (gain) loss	$ 278	$ 4,946

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

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Net actuarial (gain) loss	$ (278)	$ 9,966	$ (6,479)	$ 1,777
Amortization of net actuarial gain (loss)	—	117	(416)	(433)
Amortization of prior service cost	—	—	(65)	(63)
Total recognized in other comprehensive (loss) income	$ (278)	$ 10,083	$ (6,960)	$ 1,281

We expect the following benefit payments to be made:

Years ending	Defined Benefit Plans
2023	$ 5,611
2024	5,536
2025	5,468
2026	5,408
2027	5,339
2028 - 2032	24,721

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 $6.6 million for the period from July 25, 2022 through December 31, 2022, $10.2 million for the period from January 1, 2022 through July 24, 2022, $16.3 million for 2021, and $16.2 million for 2020.

Deferred Compensation Plan

The Company has a deferred compensation plan that allows its officers and key employees to defer a minimum and a maximum deferral percentage of the employee's base salary and bonus until a specified date in the future, including at or after retirement. As of December 31, 2022 and 2021, the liability balance of the deferred compensation plan was $1.7 million and $2.8 million and was included in employee-related liabilities on the Company's Consolidated Balance Sheets. The investments in the rabbi trust were $1.7 million and $2.8 million as of December 31, 2022 and 2021.

Note 12 — Share-based Compensation

Merger Transaction

Prior to July 24, 2022, under its long-term stock incentive plan, the Company had several share-based compensation award types, including stock options, restricted stock units and performance share unit awards (collectively, the "Pre-Merger Awards"). In connection with the Merger, outstanding vested stock option awards were canceled and converted to the right to receive a fixed amount of cash equal to the intrinsic value of the awards and were paid in August 2022. Performance share unit awards ("PSUs") granted to certain key employees in March 2021 were paid in cash in September 2022 with the applicable total stockholder return metric determined using a per share price equal to the Merger consideration and the EBITDA-based metric determined based on target performance.

Resulting from the Merger, unvested awards were cancelled and converted into a contingent contractual right to receive a payment in cash equal to the Merger consideration per award, subject to the same time-based vesting conditions as the original awards, which is typically three to five years. In the case of the PSUs that were granted in March 2020 to executives and certain key employees and in March 2021 to executives, the contingent contractual right to receive a cash payment from the Company will equal the product of the number of performance share units earned under the terms of the applicable award agreement, but with the applicable total stockholder return metric determined using a per share price equal to the Merger consideration and the EBITDA-based metric determined based on actual performance as of the end of the tree-year performance period applicable to such performance share unit. The Pre-Merger Awards are be accounted for under ASC Topic 710.

As of December 31, 2022, the Company has liabilities of $92.9 million and $16.0 million classified within employee-related liabilities and other long-term liabilities on its Consolidated Balance Sheet related to the Pre-Merger Awards that will be settled in cash. For the period July 25, 2022 through December 31, 2022, the Company paid out $41.6 million of cash to settle Pre-Merger Awards.

Incentive Units

Beginning in the fourth quarter of 2022, pursuant to an incentive unit grant agreement, certain participants were granted 0.8 million incentive units in Camelot Return Ultimate, L.P. (the "Partnership") with no forfeitures occurring in 2022. 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 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, which was calculated using a Black-Scholes pricing formula, including the significant assumptions below:

	Successor
	July 25, 2022 through December 31, 2022
Underlying price	$ 100.00
Volatility rate	45.5 %
Expected term (in years)	6.1
Risk-free interest rate	4.2 %

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.

Compensation Expense

For the period from July 25, 2022 through December 31, 2022, the amount of expense recognized from the Pre-Merger Awards and the Incentive units was $21.9 million and $2.3 million. The total income tax benefit recognized in results of operations for share-based compensation arrangements was $4.4 million for the period from January 1, 2022 through July 24, 2022, $7.5 million in 2021 and $4.4 million and 2020. As of December 31, 2022, the Company estimates that unrecognized expense is expected to be recognized over a weighted-average period of 3.4 years totaling $57.4 million, of which $18.0 million relates to Pre-Merger Awards and $39.4 million relates to incentive units.

Note 13 — Income Taxes

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

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Current:				
Federal	$ 14,096	$ 148,371	$ 219,379	$ (1,343)
State	3,307	38,814	64,509	7,316
Foreign	4,480	5,315	11,590	3,909
Total current	21,883	192,500	295,478	9,882
Deferred:				
Federal	(31,529)	(23,867)	(43,980)	82
State	(5,632)	(4,637)	(18,363)	1,462
Foreign	205	1,818	2,833	(5,863)
Total deferred	(36,956)	(26,686)	(59,510)	(4,319)
Total income taxes	$ (15,073)	$ 165,814	$ 235,968	$ 5,563

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:

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Federal income tax statutory rate	21.0 %	21.0 %	21.0 %	21.0 %
State income taxes, net of federal income tax	3.9 %	4.0 %	3.8 %	(1.6)%
Non-deductible expenses	(4.6)%	0.7 %	0.4 %	(0.9)%
Foreign tax and other credits	8.9 %	(0.2)%	(1.6)%	0.7 %
Global intangible low-taxed income	(8.7)%	— %	0.9 %	(0.9)%
Goodwill impairment	— %	— %	— %	(19.9)%
Other	(1.3)%	— %	1.7 %	0.4 %
Effective tax rate	19.2 %	25.5 %	26.2 %	(1.2)%

The net deferred income tax liability consists of the following:

	Successor	Predecessor
	December 31, 2022	December 31, 2021
Deferred tax assets:		
Inventory obsolescence	$ 9,678	$ 4,363
Allowance for credit losses	3,341	2,511
Accrued and deferred compensation	20,942	13,136
Accrued insurance liability	9,268	7,895
Net operating loss and tax credit carryover	27,211	41,732
Defined benefit plans	2,221	1,148
Leases	84,144	72,812
Warranty liabilities	42,843	44,925
Debt	—	5,713
Other	55,493	46,922
Total deferred income tax assets	255,141	241,157
Valuation allowance	(3,158)	(15,634)
Net deferred income tax assets	251,983	225,523
Deferred income tax liabilities:		
Intangible assets	(573,826)	(310,598)
Property-related items	(90,042)	(78,132)
Stock basis	(12,680)	(12,733)
Leases	(84,203)	(72,098)
Debt	(103,671)	—
Other	(38,612)	(2,296)
Total deferred income tax liabilities	(903,034)	(475,857)
Total deferred income tax liability, net	$ (651,051)	$ (250,334)

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, 2022, the $27.2 million net operating loss carryforward included $15.4 million for U.S federal losses, $11.2 million for U.S. state losses, and $0.6 million for foreign losses. Federal and foreign net operating losses will begin to expire in 2029, if unused, and state operating losses began to expire in 2022, 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:

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Beginning balance[(1)]	$ 3,006	$ 15,634	$ 11,996	$ 10,347
Additions (reductions)	152	(3,004)	3,638	1,649
Ending balance	$ 3,158	$ 12,630	$ 15,634	$ 11,996

(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):

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Beginning balance	$ 14,928	$ 14,845	$ 9,403	$ 10,107
Additions based on tax positions related to current year	232	—	6,037	194
Additions (reductions) for tax positions of prior years	5	83	15	(39)
Reductions resulting from expiration of statute of limitations	(409)	—	(610)	(859)
Ending balance	$ 14,756	$ 14,928	$ 14,845	$ 9,403

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, 2022, the reserve was $18.0 million, which includes interest and penalties of $3.3 million and is recorded in other long-term liabilities in the accompanying Consolidated Balance Sheets. Of this amount, $14.7 million, if recognized would have an impact on the Company's effective tax rate. Interest and penalties were $0.2 million for the period from July 25, 2022 through December 31, 2022, $0.6 million for the period from January 1, 2022 through July 24, 2022, $0.2 million for 2021 and $0.3 million for 2020.The Company has elected to treat interest and penalties on unrecognized tax benefits as income tax expense in its Consolidated Statement of (Loss) Income.

The Company anticipates that approximately $2.6 million of unrecognized tax benefits will be reversed during the next twelve months due to lapsing statute of limitations.

Note 14 — Fair Value of Financial Instruments and Fair Value Measurements

The carrying amounts of cash and cash equivalents, restricted cash, trade accounts receivable and accounts payable approximate fair value as of December 31, 2022 and 2021 because of the relatively short maturities of these instruments.

The Company's has short-term investments in a deferred compensation plan, in which the investment funds are comprised primarily of debt and equity securities, the value of which is recorded at market price. As of December 31, 2022, the fair value of the short-term investments was $1.7 million, of which $1.6 million and $0.1 million were based on Level 1 and Level 2 inputs and is included in other current assets in the Consolidated Balance Sheets. The offsetting deferred compensation liability is included within employee-related liabilities in the Consolidated Balance Sheets.

The carrying amounts of the indebtedness under the ABL Facility, ABL FILO Facility, and Cash Flow Revolver approximate fair value as the interest rates are variable and reflective of market rates. The fair values of the term loan facilities were based on recent trading activities of comparable market instruments, which are Level 2 inputs and the fair values of the senior notes were based on quoted prices in active markets for the identical liabilities, which are Level 1 inputs. 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 15 — 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	Changes in Retirement Related Benefit Plans from Divestitures	Total Accumulated Other Comprehensive (Loss) Income
Balance, December 31, 2020 (Predecessor)	$ 16,147	$ (58,625)	$ (9,039)	$ —	$ (51,517)
Other comprehensive income	6,594	35,218	4,093	—	45,905
Balance, December 31, 2021 (Predecessor)	$ 22,741	$ (23,407)	$ (4,946)	$ —	$ (5,612)

	Foreign Currency Translation Adjustment	Unrealized (Loss) Gain on Derivative Instruments	Unrecognized (Loss) Gain on Retirement Benefits	Changes in Retirement Related Benefit Plans from Divestitures	Total Accumulated Other Comprehensive (Loss) Income
Balance, December 31, 2021 (Predecessor)	$ 22,741	$ (23,407)	$ (4,946)	$ —	$ (5,612)
Other comprehensive (loss) income	(1,367)	78,720	—	(1,122)	76,231
Balance, July 24, 2022 (Predecessor)	$ 21,374	$ 55,313	$ (4,946)	$ (1,122)	$ 70,619
Balance, July 25, 2022 (Successor)	$ —	$ —	$ —	$ —	$ —
Other comprehensive (loss) income	(6,789)	40,962	336	—	34,509
Balance, December 31, 2022 (Successor)	$ (6,789)	$ 40,962	$ 336	$ —	$ 34,509

Note 16 — Reportable Segment and Geographical Information

The Company is organized in three reportable segments: Aperture Solutions, Surface Solutions and Shelter Solutions, which 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 and distribution centers. The Company defines low-rise commercial construction as building applications of up to five stories.

Management monitors the operations results of its reportable segments separately for purposes of making decisions about resources and evaluating performance. Management 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 revenues or expenses are eliminated in consolidation.

The following table sets forth financial data by reportable segments:

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Net sales:				
Aperture Solutions	$ 1,246,411	$ 1,643,619	$ 2,322,277	$ 1,889,625
Surface Solutions	592,449	839,130	1,364,080	1,141,946
Shelter Solutions	905,288	1,253,335	1,896,780	1,585,798
Total net sales	$ 2,744,148	$ 3,736,084	$ 5,583,137	$ 4,617,369
Adjusted reportable segment EBITDA:				
Aperture Solutions	$ 149,433	$ 202,682	$ 239,491	$ 233,716
Surface Solutions	57,331	143,880	265,671	241,182
Shelter Solutions	177,537	209,156	323,533	234,560
Total reportable adjusted segment EBITDA	384,301	555,718	828,695	709,458
Corporate and Other	(172,331)	331,996	601,451	(691,362)
Depreciation and amortization	(130,153)	(166,177)	(292,901)	(284,602)
Interest expense	(157,191)	(101,078)	(191,301)	(213,610)
Foreign exchange (loss) gain	(4,809)	686	(3,749)	1,068
Gain (loss) on extinguishment of debt	474	28,354	(42,234)	—
Other income, net	1,140	101	1,866	1,833
Loss (income) before income taxes	$ (78,569)	$ 649,600	$ 901,827	$ (477,215)
Depreciation and amortization:				
Aperture Solutions	$ 64,348	$ 79,816	$ 134,626	$ 121,519
Surface Solutions	52,621	65,225	116,660	113,737
Shelter Solutions	10,291	18,016	36,282	45,213
Corporate	2,893	3,120	5,333	4,133
Total depreciation and amortization expense	$ 130,153	$ 166,177	$ 292,901	$ 284,602
Capital expenditures:				
Aperture Solutions	$ 43,741	$ 22,935	$ 49,001	$ 22,197
Surface Solutions	13,470	17,304	33,198	28,558
Shelter Solutions	28,909	16,153	16,934	26,833
Corporate	11,888	8,456	15,582	4,263
Total capital expenditures	$ 98,008	$ 64,848	$ 114,715	$ 81,851

	Successor	Predecessor
	December 31, 2022	December 31, 2021
Property, plant and equipment, net:		
Aperture Solutions	$ 273,709	$ 251,627
Surface Solutions	167,096	155,346
Shelter Solutions	139,382	174,440
Corporate	37,877	30,882
Total property, plant and equipment, net	$ 618,064	$ 612,295
Total assets:		
Aperture Solutions	$ 2,153,378	$ 2,223,098
Surface Solutions	2,099,244	2,060,275
Shelter Solutions	973,718	1,073,264
Corporate	1,967,310	470,823
Total assets	$ 7,193,650	$ 5,827,460

The following table sets forth net sales disaggregated by reportable segment:

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Aperture Solutions:				
Vinyl windows	$ 1,178,609	$ 1,542,525	$ 2,190,887	$ 1,763,565
Aluminum windows	37,653	55,078	85,735	74,672
Other	30,149	46,016	45,655	51,388
Total	$ 1,246,411	$ 1,643,619	$ 2,322,277	$ 1,889,625
Surface Solutions:				
Vinyl siding[1]	$ 283,298	$ 415,534	$ 667,284	$ 523,724
Metal	136,851	185,097	293,427	255,267
Injection molded	25,153	41,841	75,361	66,672
Stone	42,706	51,904	87,948	86,457
Stone veneer installation and other	104,441	144,754	240,060	209,826
Total	$ 592,449	$ 839,130	$ 1,364,080	$ 1,141,946
Shelter Solutions:				
Metal building products[2]	$ 905,288	$ 1,140,259	$ 1,473,662	$ 1,107,733
Insulated metal panels[3]	—	—	208,220	348,640
Metal coil coating[4]	—	113,076	214,898	129,425
Total	$ 905,288	$ 1,253,335	$ 1,896,780	$ 1,585,798
Total net sales	$ 2,744,148	$ 3,736,084	$ 5,583,137	$ 4,617,369

(1) Includes the results of Prime Windows as of April 2021 and Cascade Windows as of August 2021.

(2) Includes the results of UCC as of December 2021. Excludes the results of the divested roll-up sheet doors business from August 2021.

(3) Excludes the results of the divested insulated metal panels business from August 2021.

(4) Excludes the results of the divested coil coatings business from June 2022.

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

	Year Ended December 31, 2022			
	Successor	Predecessor		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Total sales:				
U.S.	$ 2,537,101	$ 3,466,127	$ 5,132,085	$ 4,304,559
Canada	199,466	261,796	422,867	305,780
All other	7,581	8,161	28,185	7,030
Total net sales	$ 2,744,148	$ 3,736,084	$ 5,583,137	$ 4,617,369

	Successor	Predecessor
	December 31, 2022	December 31, 2021
Long-lived assets:		
U.S.	$ 891,122	$ 842,158
Canada	81,516	81,281
All other	10,978	11,464
Total long-lived assets	$ 983,616	$ 934,903

Sales are determined based on customers' requested shipment location. Long-lived assets presented above include property, plant and equipment, net and lease right-of-use assets.

Note 17 — 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, 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.

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 materials into the environment; govern the use, storage, treatment, disposal and management of hazardous substances and wastes; protect the health and safety of its employees and the end-users of its products; regulate the materials 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 laws and regulations and has recorded a liability of $8.8 million at December 31, 2022 and $8.8 million at December 31, 2021.

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 November 2018, Gary D. Voigt, an individual common stockholder of Cornerstone Building Brands, file a putative class-action complaint against CD&R, Clayton, Dubilier & Rice Fund VIII, L.P. (together, the "CD&R Defendants"), and certain directors of Cornerstone Building Brands (collectively, the "Defendants") in the Delaware Court of Chancery. Voigt purported to assert claims on behalf of himself, on behalf of a class of other similarly situated stockholders of the Company, and derivatively on behalf of the Company, the nominal defendant. The complaint, as amended, asserted claims for breach of fiduciary duty and unjust enrichment against the CD&R Defendants, and for breach of fiduciary duty against twelve director defendants in connection with the Ply Gem merger. The plaintiff sought damages in an amount to be determined at trial.

In August 2021, the parties filed a Stipulation of Compromise and Settlement ("Stipulation") with the Court setting forth their agreement to settle the litigation. Under the Stipulation, as approved by the Court in January 2022, the defendants' insurers paid $100.0 million and $23.5 million of this amount was paid to plaintiff's counsel. The Company received cash settlement proceeds of $76.5 million in March 2022 and recognized a gain on legal settlements in the Consolidated Statements of (Loss) Income.

In January 2023, purported former stockholders filed two separate complaints challenging the fairness of the CD&R 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 Company does not believe these claims have merit and intend to vigorously defend against them. The Company cannot predict with any degree of certainty the outcome of these matters or determine the extent of any potential liabilities. The Company also cannot provide an estimate of the possible loss or range of loss. The Company does not believe, based on currently available information, that the outcome of these proceedings will have a material adverse effect on its financial condition, although the outcome could be material to the Company's operating results for any particular period, depending, in part, upon the operating results for such period.

Note 18 — 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	Year Ended December 31, 2021	Year Ended December 31, 2020
Numerator for Basic and Diluted Earnings Per Common Share:			
Net income (loss) applicable to common shares	$ 480,211	$ 658,044	$ (482,778)
Denominator for Basic and Diluted Earnings Per Common Share:			
Weighted average basic number of common shares outstanding	127,316	126,058	125,562
Common stock equivalents:			
Employee stock options	1,578	737	—
Weighted average diluted number of common shares outstanding	128,894	126,795	125,562
Basic earnings (loss) per common share	$ 3.77	$ 5.22	$ (3.84)
Diluted earnings (loss) per common share	$ 3.73	$ 5.19	$ (3.84)
Incentive Plan securities excluded from dilution[(1)]	30	275	2,559

(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 19 — 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		
	July 25, 2022 through December 31, 2022	January 1, 2022 through July 24, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020
Supplemental cash flow information:				
Interest paid, net of amounts capitalized	$ 73,726	$ 103,074	$ 178,330	$ 196,770
Income taxes paid (refunded)	$ 187,777	$ 56,243	$ 267,399	$ (3,316)
Supplemental non-cash investing and financing activities —				
Pushdown fair value adjustments	$ 1,522,432	$ —	$ —	$ —

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

None.

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2022. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding the required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Management believes that our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives. Based on the evaluation of our disclosure controls and procedures as of December 31, 2022, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at such reasonable assurance level.

Management's report on internal control over financial reporting is included in Item 8 and is incorporated herein by reference.

Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended December 31, 2022 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

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

Not applicable.

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. On August 8, 2022, pursuant to a unanimous consent adopted by our Board of Directors (the "Board"), the number of members constituting our Board was fixed at nine. 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.

On July 25, 2022, following the closing of the Merger, George L. Ball, Gary L. Forbes, John J. Holland, William E. Jackson, and Judith A. Reinsdorf each resigned from their positions as members of the Board and from any and all committees of the Board. The following table lists our directors as of December 31, 2022.

Directors and Executive Officers

Directors

Name	Age	Position
Kathleen J. Affeldt	74	Director
Wilbert W. James, Jr.	66	Director
Daniel C. Janki	54	Director
John Krenicki, Jr.	60	Director
Rose Lee	57	Director, President and Chief Executive Officer
Timothy J. O'Brien	59	Director
Nathan K. Sleeper	49	Director
Tyler Young	35	Director
Jonathan L. Zrebiec	43	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 and attributes can positively enhance the performance and deliberations of the Board. Directors with diverse backgrounds and attributes can bring different perspectives and experience to the Board. In addition to valuing diversity of backgrounds, qualifications, experiences, viewpoints, geographic location, education, skills, expertise and professional and industry experience, the Board seeks to include directors with diverse personal characteristics, including with respect to race, ethnicity, age, gender identity and sexual orientation, in order to ensure that diverse perspectives are included on the Board. Twenty-two percent (22%) of our directors are diverse by gender, and twenty-two percent (22%) are diverse by race and ethnicity.

Kathleen J. Affeldt

Ms. Affeldt, age 74, has served as a director since November 2009. Ms. Affeldt is the Chair of the Compensation Committee. Ms. Affeldt retired from Lexmark International, Inc., a developer, manufacturer and supplier of printing and imaging solutions for offices and homes, in February 2003, where she had been Vice President of Human Resources since July 1996. She joined Lexmark International, Inc. when it became an independent company in 1991 as the Director of Human Resources. Ms. Affeldt began her career at IBM in 1969, specializing in sales of supply chain systems. She later held a number of human resources management positions. Ms. Affeldt has served as a director of BTE Technologies, Inc. and SIRVA, Inc. She also served as a director of Sally Beauty Holdings, Inc. and as the Chair of that board's compensation committee. She further served as a director and Chair of the compensation committee of HD Supply Holdings, Inc. Ms. Affeldt attended the State University of New York and Hunter College in New York City, majoring in Business Administration.

Director Qualifications: Ms. Affeldt'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 other public companies brings to our Board valuable insight into the strategic, financial and personnel challenges faced by companies similar to the Company.

Wilbert W. James, Jr.

Mr. James, age 66, 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 boards of Columbia Forest Products and Atkore International. Mr. James earned an Associates in Applied Science from Old Dominion, a Bachelor of Science in Mechanical Engineering Technology from Old Dominion University, as well as an honorary doctorate of engineering from the University of Kentucky and an honorary degree from the University of Pikeville in 2015.

Director Qualifications: Mr. James' 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 C. Janki

Mr. Janki, age 54, 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 - CEO and President of Power Portfolio at General Electric Company. Mr. Janki also serves as a board member for Junior Achievement, 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 60, 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 & Corporate Governance Committee. Mr. Krenicki is Vice Chair at CD&R and is Chair of three privately held entities controlled or jointly controlled by CD&R including Brand Industrial Services, Inc., Wilsonart International Holdings LLC and Artera Services. He is also a Director at Devon Energy Corp. 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 B.S. degree in Mechanical Engineering from the University of Connecticut. He received an M.S. degree in Management from Purdue University.

Director Qualifications: Mr. Krenicki's leadership roles in diverse manufacturing and services enterprises bring to our Board an understanding of the global business environment, investment judgment and valuable insight into the operations of large, complex manufacturing operations.

Rose Lee

Ms. Lee, age 57, has served as a director and as our President and Chief Executive Officer since September 2021. 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 construction, transportation, energy and defense sectors, and as Strategy Director and CIO 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 an independent board member of Honeywell and a former board member of Crown Holdings, Inc. In 2022, Ms. Lee was named to the National Association of Manufacturers' board of directors, where she serves on its Executive Committee. She also serves 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 an M.B.A. from the Massachusetts Institute of Technology.

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

Timothy J. O'Brien

Mr. O'Brien, age 59, has served as a director since November 2018. He serves on the Audit Committee. Mr. O'Brien has served as the President and Chief Executive Officer of Wilsonart International Holdings LLC since January 2013. 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 business environment and valuable insight into businesses with large, complex manufacturing operations.

Nathan K. Sleeper

Mr. Sleeper, age 49, 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 serves on CD&R's Investment Committee and as the Chair of CD&R's Executive Committee. Prior to joining CD&R, he worked in the investment banking division of Goldman Sachs & Co. LLC at investment firm Tiger Management Corp. Mr. Sleeper also currently serves as a director of Beacon Roofing Supply, Inc., Brand Industrial Holdings, Inc. (parent entity of Brand Industrial Services, Inc.), Core & Main, Artera Services (formerly, PowerTeam Services LLC), CD&R Hydra Buyer, Inc. (parent entity of SunSource Holdings, Inc.), INDICOR Holdings, LLC, Multi-Color, Pursuit, Inc. and White Cap. Mr. Sleeper previously served as a director of Atkore International Group Inc., CHC Group Ltd., Culligan Ltd, HD Supply Holdings, Inc., Hertz Global Holdings, Inc., Hussmann International Inc., Ply Gem Parent, LLC, Roofing Supply Group, LLC, US Foods, Inc. and Wilsonart International Holdings LLC. Mr. Sleeper serves on the Board of Williams College. Mr. Sleeper holds a B.A. from Williams College and an M.B.A. 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.

Tyler Young

Mr. Young, age 35, has served as a director since August 2022. Mr. Young is a principal at CD&R, which he first joined in 2011. He serves on the Audit Committee. 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, SunSource Holdings, Inc., and White Cap. Mr. Young holds a B.A. in Economics from Dartmouth College and holds an M.B.A. from Harvard Business School.

Director Qualifications: Mr. Young's experience in the financial and investing community provides our Board with insight into business strategy, improving financial performance and the economic environment in which we operate.

Jonathan L. Zrebiec

Mr. Zrebiec, age 43, has served as a director since November 2009. Mr. Zrebiec is a partner of CD&R, the successor to the investment managing business of CD&R, which he joined in 2004. He serves on the Nominating and Corporate Governance Committee and the Compensation Committee. Prior to joining CD&R, Inc., he was employed by Goldman, Sachs & Co. in the Investment Banking Division. He currently serves as a director of Wilsonart International Holdings LLC, Core & Main LP, SunSource Holdings, Inc. and White Cap. Mr. Zrebiec was a director of Roofing Supply Group, LLC from May 2012 to September 2015, Atkore International Group, Inc. from December 2010 to February 2016, Brand Industrial Services, Inc. from November 2013 to February 2020 and Hussmann International, Inc. from October 2011 to April 2016. Mr. Zrebiec holds a B.S. in Economics from the University of Pennsylvania and holds an M.B.A. from Columbia University.

Director Qualifications: Mr. Zrebiec's experience in the financial and investing community provides our Board with insight into business strategy, improving financial performance and the economic environment in which we operate.

Executive Officers

Name	Age	Position
Rose Lee	57	President and Chief Executive Officer
Jeffrey S. Lee	54	Executive Vice President and Chief Financial Officer
Alena S. Brenner	46	Executive Vice President, General Counsel and Corporate Secretary
Katy K. Theroux	54	Executive Vice President and Chief Human Resources Officer

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

Jeffrey S. Lee

Mr. Lee, age 54, has served as Executive Vice President, Chief Financial Officer since June 2019. Mr. Lee has also served as Chief Accounting Officer and Treasurer from July 2020 until July 2022. Mr. Lee was employed by Wilsonart International Holdings LLC from 2014 to 2019, where he served as Vice President and Chief Financial Officer and was responsible for the accounting and finance functions as well as providing overall financial guidance and support for the company. Prior to joining Wilsonart, Mr. Lee served as Senior Vice President, Chief Financial Officer for Contech LLC from 2007 to 2014 and was responsible for the accounting, finance and information technology functions. Mr. Lee has a B.S. from University of Utah in Accounting and an M.B.A. from Duke Fuqua School of Business.

Alena S. Brenner

Ms. Brenner, age 46, has served as our Executive Vice President, General Counsel and Corporate Secretary since April 2021. Before joining the Company, Ms. Brenner was employed by Ryder System, Inc., where she advanced through various leadership roles since January 2012, most recently serving as Vice President and Deputy General Counsel. Prior to joining Ryder System, Inc., Ms. Brenner served as Legal Director, Commercial and Mergers and Acquisitions for Anheuser-Busch InBev from July 2010 to January 2012. Ms. Brenner began her legal career at Hunton Andrews Kurth LLP from September 2001 to July 2010. Ms. Brenner has a B.S. from Cornell University and a J.D. from Fordham University School of Law.

Katy K. Theroux

Ms. Theroux, age 54, has served as our Executive Vice President and Chief Human Resources Officer since November 2018. Ms. Theroux served as our Executive Vice President, Corporate Marketing and Chief Human Resources Officer from July 2017 to November 2018 and as our Vice President, Chief Human Resources Officer from September 2014 to June 2017. Before joining the Company, Ms. Theroux was employed by 1WorldSync, a joint venture of GS1 US, where she served as Chief Marketing and Administrative Officer from 2012 to 2013. Prior to this joint venture, Ms. Theroux served as Senior Vice President, Customer Engagement & Solutions for its parent, GS1 US from 2007 to 2012 and was responsible for customer support, marketing, human resources and shared services. Ms. Theroux also served as its Chief Human Resources Officer from 2006 to 2012. Ms. Theroux served as Chair of the Board of Peirce College until June 2015. Ms. Theroux has a B.S. from Syracuse University and an M.B.A. from Saint Peter's University.

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

Following the closing of the Merger, George L. Ball, Gary L. Forbes, John J. Holland, William E. Jackson, and Judith A. Reinsdorf each resigned from their positions as members of the Board and from any and all committees of the Board. Below is a table disclosing our Board and committee compositions as of February 23, 2023.

Name	Board	Audit	Compensation	Nominating and Corporate Governance
Kathleen J. Affeldt	Member		Chair	
Wilbert W. James, Jr.	Member		Member	Member
Daniel C. Janki	Member	Chair		
John Krenicki, Jr.	Chair		Member	Chair
Rose Lee	Member			
Timothy J. O'Brien	Member	Member		
Nathan K. Sleeper	Member			
Tyler Young[(a)]	Member	Member		
Jonathan L. Zrebiec	Member		Member	Member

(a) Mr. Young joined the Board on August 8, 2022.

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. This also serves to provide confidence in the integrity of our publicly reported financial results and disclosures. 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.

Following the closing of the Merger, Messrs. Ball, Forbes, Holland and Jackson ceased to serve on the Audit Committee. The Board appointed Mr. Young to the Audit Committee and designated Mr. Janki to serve as the Chair in August 2022. As of the end of Fiscal 2022, the members of the Audit Committee were Mr. Janki, Mr. O'Brien and Mr. Young, with Mr. Janki serving as the Chair. The Audit Committee met six times during the fiscal year ended December 31, 2022.

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. Our Board adopted an amended and restated Audit Committee Charter in Fiscal 2022. The amendments, among other things, deleted references to the annual proxy statement, Stockholders Agreement and NYSE as these terms are no longer applicable to the Company.

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 met five times during the fiscal year ended December 31, 2022.

Following the closing of the Merger, Messrs. Ball and Sleeper and Ms. Reinsdorf ceased to serve on the Compensation Committee. As of the end of Fiscal 2022, the members of the Compensation Committee were Ms. Affeldt, Mr. James, Mr. Krenicki and Mr. Zrebiec, with Ms. Affeldt serving as the Chair.

The Compensation Committee operates under a Compensation Committee Charter adopted by our Board. Our Board adopted an amended and restated Compensation Committee Charter in Fiscal 2022. The amendments, among other things, deleted references to the annual proxy statement, and Stockholders Agreement as these terms are no longer applicable to the Company.

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.

Following the closing of the Merger, Messrs. Holland and O'Brien ceased to serve on the Nominating and Corporate Governance Committee. As of the end of Fiscal 2022, the members of the Nominating and Corporate Governance Committee were Mr. James, Mr. Krenicki and Mr. Zrebiec, with Mr. Krenicki serving as the Chair. The Nominating and Corporate Governance Committee met two times during the fiscal year ended December 31, 2022.

The Nominating and Corporate Governance Committee operates under a Nominating and Corporate Governance Committee Charter adopted by our Board. Our Board adopted an amended and restated Nominating and Corporate Governance Committee Charter in Fiscal 2022. The amendments, among other things, deleted references to the Stockholders Agreement, NYSE and Lead Independent Director as these terms are no longer applicable to the Company.

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 diversity of the Board and its committees.

The Board codified standards for directors in the Board's Corporate Governance Guidelines and Nominating and Corporate Governance Committee Charter. The Corporate Governance Guidelines provide that our Board should encompass a diverse range of talent, skill and expertise sufficient to provide sound and prudent guidance with respect to our operations and interests. Each director is expected to:

- Exhibit high personal and professional ethics, strength of character, integrity, and values;
- Possess commitment and independence of thought and judgment;
- Possess education, experience, intelligence, independence, fairness, practical wisdom and vision to exercise sound, mature judgments;
- Use his or her skills and experiences to provide proper oversight of our business;

- Possess personality, tact, sensitivity, and perspective to participate in deliberations in a constructive and collegial manner;
- Be willing to devote sufficient time to carrying out his or her duties and responsibilities effectively; and
- Devote the time and effort necessary to learn our business.

In evaluating candidates for our Board, our Board considers the Company's priorities related to our culture and social sustainability objectives, with a focus on age, race, gender, and other forms of diversity in the composition of our Board. Our Board seeks candidates that reflect and support our efforts to create a work environment that is diverse, inclusive and equitable, and to benefit from the variety of experiences and backgrounds that diverse members bring to our organization.

As part of its periodic self-assessment process, our Board annually determines 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. During 2022, our Board adopted amended and restated Corporate Governance Guidelines. The amendments to the Corporate Governance Guidelines, among other things, removed references to the Stockholders Agreement, NYSE, Lead Independent Director, and the Executive, Affiliate Transactions, and Routine Transactions Committees as these terms are no longer applicable to the Company. 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 or controller 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.

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.

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 adequate. Such risk management practices involve designing or updating policies with respect to compliance, cybersecurity, data privacy, climate and succession planning. The Company maintains an enterprise-wide 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 ESG and corporate social responsibility matters, the Board's composition, succession planning and the Company's culture.

Risk Analysis of Our Compensation Plans

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

We published our first ESG report in April 2022. The report documents our progress toward our ESG objectives and outlines what we aspire to achieve in the future. As we continue our journey to become a premier exterior building solutions company in North America, we recognize our responsibility to increase our positive impact on ESG issues affecting our environment, our society and the world while strengthening and expanding our core value of safety to our employees, customers, and communities.

This belief is embodied in our business strategy, which serves as a guidepost for building our capabilities to becoming 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 harmful effects 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. Looking ahead, we will set targets across our business to reduce our energy consumption and greenhouse gas emissions while continuing to develop more environmentally sustainable products that can withstand changes in the environment related to climate change. In 2022, we analyzed utility provider data ((i.e., electricity, natural gas, and water) to assist with energy procurement and market advisory, analyze our greenhouse gas emissions, and assist with ESG reporting. Based on this data, we selected specific sites to conduct third party utility audits to help dictate ESG initiatives.

In 2022, we continued our sustainability journey by establishing baselines for key ESG metrics, implementing a SaaS application to operationalize our ESG data, and engaging our supply chain with a Supplier Code of Conduct and ESG questionnaire. We continue to engage with our stakeholders to regularly communicate progress, share meaningful ESG achievements and stories, and outline future ESG priorities and goals. These robust governing mechanisms ensure that our ESG efforts are never an afterthought but instead an essential part of Cornerstone Building Brands' business and culture.

Human Capital Management

Talent acquisition, engagement and retention are among of our highest priorities because our employees design 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. 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 U.S. include base and variable pay, medical and dental coverage, paid time off and retirement saving plans with a Company match. We also offer a broad range of benefits to support our employees wanting to expand their families, including adoption benefits and infertility treatment benefits. 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.

Diversity, Equity & Inclusion ("DE&I") is foundational to the successful execution of our business strategy. Building a strong, growing organization begins with our employees, a team comprised of people from many backgrounds, each adding a unique and valued contribution to the success of our organization. In 2020, we established a DE&I Council (the "Council") to support our purpose, mission and core values to have a culture and work environment that is diverse, equitable and inclusive. The Council's responsibilities include defining DE&I metrics, benchmarking, providing education and training to employees, seeking employee feedback and building engagement, as well as evaluating current Company initiatives with a DE&I mindset. In 2021, to further support our employees and integrate DE&I into our Company culture, we formed various employee resource groups ("ERGs") for women, people of color, LGBTQ+ and veterans, providing employees with opportunities to express opinions, develop professional skills, find peer support and mentorship, and increase overall engagement through a tangible sense of belonging. Each group has a core active group who meet monthly and the ERGs meet together once per quarter. Our success depends on valuing all individuals and leveraging our diverse talent.

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 cyber security awareness campaigns along with annual cyber security, privacy and information training.

Delinquent Section 16(a) Reports

Section 16(a) of the Exchange Act requires our directors and officers and persons who beneficially own more than 10% of any of our equity securities to file initial reports of ownership and reports of changes in ownership with the SEC. Our employees prepare these reports for our directors and executive officers who request it on the basis of the information obtained from them and from the Company's records. Our directors and officers are required by the Exchange Act to furnish us with copies of all Section 16(a) forms they file.

In the fourth quarter of 2022, following the Merger and deregistration of our Company common stock under Section 12 of the Exchange Act, we were no longer subject to the insider reporting requirements and short-swing profit rules of Section 16 of the Exchange Act. Thus, our directors, officers and person who beneficially own more than 10% of our Company common stock no longer need to file beneficial ownership reports with the SEC.

To the Company's knowledge, based solely on our review of the copies of the forms received by us with respect to 2022, or written representations from the reporting persons, we believe that all Section 16(a) executive officers, directors and greater than 10% beneficial stockholders of the Company complied with applicable Section 16(a) requirements during 2022 prior to the deregistration of our common stock.

Item 11. Executive Compensation.

Compensation Discussion & Analysis

This Compensation Discussion & 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, 2022 ("2022"). As such, our NEOs include:

- Rose Lee, President and Chief Executive Officer;
- Jeffrey S. Lee, Executive Vice President, Chief Financial Officer;
- Katy K. Theroux, Executive Vice President and Chief Human Resources Officer;
- James F. Keppler, Executive Vice President, Operations[(a)]; and
- Alena S. Brenner, Executive Vice President, General Counsel and Corporate Secretary.

(a) Mr. Keppler separated from the Company effective December 31, 2022.

Summary & Highlights for 2022

Compensation Highlights for 2022

During 2022, 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". These equity awards were issued in lieu of Company equity awards consisting of options, time-based restricted stock units ("RSUs") and performance-based restricted stock units ("PSUs") that were granted to our NEOs in prior years. All previously outstanding options, RSUs or PSUs of the Company were either extinguished or converted into cash-based awards in connection with the Merger. See "*Executive Compensation" – Long-Term Incentive Awards Granted Prior to the Merger*".

Our NEOs earned a cash annual bonus under our short-term incentive compensation program (the "Bonus Program"). The Company achieved Pro Forma Adjusted EBITDA of $774.8 million against a target Pro Forma Adjusted EBITDA under our 2022 Bonus Program of $702.3 million and working capital of 16.8% of net sales against a target working capital of 14.8% of net sales, leading to a bonus payout at 200% of the portion of the target annual bonus based on Pro Forma Adjusted EBITDA, and 0% of the portion of the target annual bonus based on working capital, resulting in a total payout at 160% of target bonus levels overall. See "*Compensation Discussion & Analysis — Annual Bonus*" below.

On December 31, 2022, James F. Keppler, ceased to serve as Executive Vice President, Operations of the Company. In connection with his separation, the Company entered into a separation agreement with Mr. Keppler. For a description of the material terms of the separation agreement, see "Executive Compensation – Other Compensation - Employment Agreements, Separation Agreement and Termination Benefits".

Performance Highlights in 2022

We delivered strong financial results in 2022 while navigating challenging material supply shortages, rising commodity costs and other inflationary impacts. Leveraging our ability to quickly adapt to changing market dynamics and our agile execution capabilities, we maintained price discipline across all reportable segments, which offset inflationary pressures. Additionally, we benefited from portfolio optimization actions.

In addition to our strong performance, we remained focused on enhancing long-term growth by taking actions to optimize our portfolio. During 2022, we divested our coil coatings business, which unlocked value and enabled investments that furthered growth in markets that are core to our operations and fit into our long-term strategy.

We generated strong cash flow from operations due to higher earnings generation. See "*Compensation Discussion & Analysis — Annual Bonus*" below. We continue to maintain strong liquidity with revolving facilities and long-dated debt maturity profile across our capital structure. Our capital structure strengthened in 2022 from debt refinancing actions and redemption of unsecured notes.

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. Prior to the Merger, we balanced short- and long-term compensation through salary and annual performance bonuses and the grant of restricted stock or RSUs, stock options, and PSUs with multi-year vesting conditions. Subsequent to the Merger, in 2022, the Board of Managers of Camelot Parent (the "Parent Board"), implemented a new long-term incentive program consisting of grants of equity from Camelot Parent. This equity is designed to create alignment between CD&R 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, Frederic W. Cook & Co. ("FW Cook"), to assist it in its comprehensive review of the Company's executive compensation program. During 2022, FW Cook continued to advise the Compensation Committee regarding compensation packages for existing executives, new hires, and promotions and other governance related matters, as well as our director compensation arrangements (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 2022 and (iii) our pay-for-performance policies, the Compensation Committee determined to maintain our existing executive compensation programs during 2022, except for the new long-term incentive compensation program of Camelot Parent under the Camelot Return Ultimate 2022 Equity Incentive Plan, which replaced our previous long-term incentive plan in connection with the Merger.

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, Adjusted EBITDA as a percent of net sales, free cash flow, and working capital as a percentage of net sales;
- Effectiveness in leading our initiatives to enhance quality and value provided to customers; and
- Individual contribution to a culture of honesty, integrity and compliance with our Code of Conduct and applicable laws.

The Compensation Committee also considered the appropriate balance between incentives for long and short-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 2022, Ms. Lee, Mr. Lee, Ms. Theroux 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 our CEO, 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 2020, 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 2022:

Acuity Brands, Inc.	JELD-WEN Holding, Inc.	Masonite International Corporation
Carlisle Companies Inc.	Leggett & Platt, Inc.	Mohawk Industries, Inc.
Fortune Brands Home & Security, Inc.	Lennox International, Inc.	nVent Electric plc
Generac Holdings Inc.	Louisiana-Pacific Corporation	Owens Corning
Hubbell Inc.	Masco Corporation	

The Company's net sales fall between the median and 75th 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 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	2022 Base Salary[a]
Rose Lee	$ 1,000,000
Jeffrey S. Lee	600,000
Katy K. Theroux	450,000
James F. Keppler	510,000
Alena S. Brenner	415,385 [b]

(a) Reflects annual rate of base salary.
(b) In September 2022, the Compensation Committee approved an increase in Ms. Brenner's base salary from $400,000 to $450,000. This increase addressed a competitive gap to market median as identified by benchmark data sources.

Annual Bonus

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

2022 Performance Criteria

For 2022, the performance criteria for annual bonuses for our NEOs was based 80% on the Company's Pro Forma Adjusted EBITDA and 20% on the Company's pro forma working capital as a percentage of net sales.

For purposes of the annual bonus metrics, on a Pro Forma basis, "Pro Forma Adjusted EBITDA" excludes interest expense, income taxes, depreciation and amortization, share-based compensation, strategic development and acquisition-related costs, gains on divestitures and legal settlements, and certain other items excluded in order to more accurately reflect current underlying operating performance. For additional information regarding Adjusted EBITDA, including a detailed calculation and reconciliation to the most comparable GAAP measure, see "*Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations*", under the heading "*Non-GAAP Financial Measures*".

Under the 2022 Bonus Program, the threshold of achievement of Pro Forma Adjusted EBITDA and working capital as a percent of net sales metrics threshold is set at either the prior year's actual performance results or, in the case of EBITDA, 85% of the current year plan target, whichever is greater. Additionally, the Pro Forma Adjusted EBITDA threshold must be met in order for payment to be earned in respect of the working capital metric, or payout will be capped at the target payout percentage, typically 100%.

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%. 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, payments under the Bonus Program are made as follows:

Metric	Weighting	Threshold (50% Earned)	Target (100% Earned)	Maximum (200% Earned)
Pro Forma Adjusted EBITDA	80%	94% of goal	$702.3 million	110% of goal
Working Capital as % of Net Sales	20%	107% of goal	14.8%	93% of goal

Adjusted EBITDA and working capital performance between these three levels is determined by linear interpolation. Total annual bonuses for all employees, including non-management employees, may not exceed 15% of the Company's adjusted

pre-tax profit for 2022, calculated in accordance with the Bonus Program, before accrual for bonuses and before share-based compensation expense under the Incentive Plan.

2022 Bonus Earned

In 2022, 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 2022, the Company achieved Pro Forma Adjusted EBITDA of $774.8 million against target Pro Forma Adjusted EBITDA of $702.3 million and working capital of 16.8% of net sales against a target working capital of 14.8% of net sales. This achievement level corresponded to a bonus payout at 200% of the portion of the target annual bonus based on Pro Forma Adjusted EBITDA, and a bonus payout at 0% of the portion of the target annual bonus based on working capital, resulting in a total payout at 160% of target bonus levels. 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	2022 Target Bonus % Salary	2022 Target Bonus ($)	2022 % of Target Earned	2022 Bonus Earned ($)
Rose Lee	120	1,200,000	160	1,920,000
Jeffrey S. Lee	90	540,000	160	864,000
Katy K. Theroux	75	337,500	160	540,000
James F. Keppler	80	408,000	160	652,800
Alena S. Brenner	75	337,500	160	540,000 [(a)]

(a) Bonus earned based on $450,000 salary as of December 31, 2022.

Long-Term Incentive Compensation

Generally

Prior to the Merger, our long-term incentive compensation program consisted of annual grants of equity-based awards, including stock options, RSUs and PSUs under a stockholder-approved equity-based compensation plan. In connection with the Merger, 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 Granted Prior to the Merger

As previously disclosed in connection with the Merger, all of our NEO's options, RSUs and PSUs outstanding as of the closing of the Merger were extinguished or converted into cash-based awards, as follows:

(i) Each vested stock option was cancelled in exchange for a cash payment for each share subject to the option equal to the excess, if any, of the per-share Merger consideration over the exercise price per share of such option;
(ii) Each unvested stock option was cancelled and converted into an award representing the right to receive a cash payment for each share subject to the option equal to the excess, if any, of the per-share Merger consideration over the exercise price per share of such option, and the resulting cash-based awards continued to be subject to the same vesting conditions applicable to the option prior to the Merger;
(iii) Each RSU was cancelled and converted into an award representing the right to receive a cash payment equal to the number of shares subject to the RSU multiplied by the per-share Merger consideration, and the resulting cash-based award remained subject to the same vesting conditions as applicable to the RSU prior to the Merger; and
(iv) Each PSU held by our NEOs was cancelled and converted into an award representing the right to receive a cash payment equal to (A) the number of PSUs earned under the terms of the applicable award agreement, but with the applicable total stockholder return metric determined using a per share price equal to the per-share Merger consideration and the EBITDA-based metric determined based on actual performance as of the end of the

performance period applicable to such PSU multiplied by (B) the per-share Merger consideration, with the resulting cash-based award subject to the same vesting conditions as applicable to the PSU prior to the Merger (but excluding any vesting conditions based on total stockholder return).

The cash-based awards our NEOs received in exchange for options, RSUs, and PSUs as described in (ii), (iii) and (iv) above are referred to herein as "Replacement Awards."

Long-Term Incentive Awards Granted to NEOs in 2022

Following the Merger, our NEOs participate in the Equity Plan. The Equity Plan was adopted by the Parent Board in October 2022. The Equity Plan was formed 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 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 Board of Managers of the Partnership 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 Units in the Partnership. Therefore, in October 2022, our NEOs were granted Incentive Units and were also offered the opportunity to purchase Class A Units in the Partnership under the Equity Plan.

At the end of 2022, the Parent Board was comprised of Ms. Lee and Messrs. Krenicki, Sleeper, Young and Zrebiec. Ms. Lee did not participate in any discussions with the Board of Management 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 and Class B Units in the Partnership.

The number of Incentive Units granted to each NEO is set forth in the following table:

Named Executive Officer	Incentive Units Granted
Rose Lee	200,000
Jeffrey S. Lee	100,000
Katy K. Theroux	40,000
James F. Keppler	40,000
Alena S. Brenner	25,000

Vesting Terms Applicable to Incentive Units

The Incentive Units also function as a retention device by vesting in five equal annual installments on each of the first five anniversaries of the closing of the Merger on July 25, 2022, 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, nondisparagement, 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. 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 ("DCP") that allows key employees to defer a portion of their annual salary and annual cash bonus, subject to certain specified maximum deferral amounts. See "*Compensation — Nonqualified Deferred Compensation*" for additional details regarding the terms of the DCP.

Other Compensation

Employment Agreements, Separation Agreement and Termination Benefits

The Company has entered into employment agreements with each of its NEOs. The descriptions herein pertain to their employment agreements as in effect during 2022. The initial terms of Mmes. Lee's, Brenner's and Theroux'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.

The employment agreements 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 agreements and equity awards, see "*Executive Compensation — Potential Payments upon Termination or Change in Control*."

Following the end of 2022, Mr. Keppler entered into a Separation Agreement with the Company (the "Separation Agreement"). Pursuant to the Separation Agreement, Mr. Keppler's service as an employee and executive of the Company ended on December 31, 2022, and he has agreed thereafter to provide consulting services to the Company until March 31, 2023 (the "Transition Period"). The Separation Agreement provides that Mr. Keppler will receive severance payments and termination benefits consisting of (i) $510,000 payable in a lump sum after April 1, 2023; (ii) a cash annual incentive bonus for the 2022 year, payable when bonuses are paid to continuing officers; (iii) full vesting of the Replacement Awards received in exchange for his RSUs and options to purchase shares of Company common stock granted in September 2020 that vest during the Transition Period, provided Mr. Keppler performs his services during the Transition Period; and (iv) other incidental benefits including outplacement services and Consolidated Omnibus Budget Reconciliation Act ("COBRA") continuation coverage. The remaining Replacement Awards held by Mr. Keppler will be treated in accordance with their terms as described above under "Long-Term Incentive Awards Granted Prior to the Merger". Mr. Keppler has provided the Company with a general release of claims and reconfirmed his restrictive covenants related to (among other things) competition, solicitation of customers and employees and preservation of confidential information contained within his employment agreement with the Company dated August 25, 2020.

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.

In January 2022, the Compensation Committee approved Ms. Lee's use of the Company's aircraft for limited personal trips through June 30, 2023, between Raleigh and Philadelphia, where Ms. Lee's family currently resides, no more than once a month, the cost of which will be imputed income.

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 2022, 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 2022, there were no Compensation Committee interlocks with other companies.

During 2022, the following individuals served as members of our Compensation Committee: Mmes. Affeldt and Reinsdorf and Messrs. Ball, James, Krenicki, Sleeper and Zrebiec.

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.

KATHLEEN J. AFFELDT (Chair)
WILBERT W. JAMES, JR.
JOHN KRENICKI, JR.
JONATHAN L. ZREBIEC

Executive Compensation

2022 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 ($)	Bonus ($)[a]	Stock Awards ($)[b]	Option Awards ($)[c]	Non-Equity Incentive Plan Compensation ($)[d]	All Other Compensation ($)[e]	Total ($)
Rose Lee	2022	1,000,000	2,135,610	—	9,952,000	1,920,000	27,281	15,034,891
President and Chief Executive Officer	2021	326,923	500,000	9,715,047	2,432,003	615,452	13,484	13,602,909
Jeffrey S. Lee	2022	600,000	1,778,321	—	4,976,000	10,749,171	29,572	18,133,064
Executive Vice President and Chief Financial Officer	2021	600,000	—	1,996,969	577,256	864,000	422,502	4,460,727
	2020	626,154	—	645,718	276,848	343,290	170,623	2,062,633
Katy K. Theroux	2022	450,000	607,434	—	1,990,400	5,153,164	26,856	8,227,854
Executive Vice President, Chief Human Resources Officer	2021	450,000	—	822,284	237,699	540,000	321,887	2,371,870
	2020	467,308	—	301,339	129,197	218,537	14,826	1,131,207
James F. Keppler	2022	510,000	—	—	1,990,400	3,652,616	12,212	6,165,228
Executive Vice President, Operations	2021	510,000	—	822,284	237,699	652,800	130,983	2,353,766
	2020	147,115	250,000	1,187,538	427,360	112,899	342	2,125,254
Alena S. Brenner	2022	415,385	—	—	1,244,000	540,000	33,221	2,232,606
Executive Vice President, General Counsel and Corporate Secretary	2021	300,000	—	1,012,461	250,012	480,000	68,109	2,110,582

(a) For 2022, for Mmes. Lee, Theroux and Mr. Lee, the amounts in the column represent time-based Replacement Awards that vested during the year, as set forth in the table below.

Named Executive Officer	Replacement Option Awards ($)	Replacement RSU Awards ($)	Total ($)
Rose Lee	629,914	1,505,696	2,135,610
Jeffrey S. Lee	1,165,892	612,429	1,778,321
Katy K. Theroux	305,743	301,691	607,434

The Replacement Awards above were originally granted in 2020 as Options or RSUs, were subsequently converted into cash-based awards as a result of the Merger, based on the Merger consideration price of $24.65 per share, and vested on the same time vesting schedule as the options and RSUs that they replaced.

(b) The amounts disclosed in this column are computed using acceptable valuation methodologies in accordance with Financial Accounting Standards Board's Accounting Standards Codification Topic 718 ("FASB ASC Topic 718") under U.S. GAAP.

(c) 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.

(d) The items comprising "Non-Equity Incentive Plan Compensation" for 2022 are:

Named Executive Officer	Bonus Program ($)	Replacement PSU Awards ($)	Total ($)
Rose Lee	1,920,000	—	1,920,000
Jeffrey S. Lee	864,000	9,885,171	10,749,171
Katy K. Theroux	540,000	4,613,164	5,153,164
James F. Keppler	652,800	2,999,816	3,652,616
Alena S. Brenner	540,000	—	540,000

The Replacement Awards above were originally granted in 2020 as PSUs, were subsequently converted into cash-based awards as a result of the Merger and were earned based on achievement of the applicable 2020-2022 EBITDA CAGR targets. These awards and the Bonus Program will be paid out in 2023. The item comprising "Non-Equity Incentive Plan Compensation" for 2021 and 2020 is the Company's Bonus Program. See "*Executive Compensation — Compensation Discussion & Analysis — Annual Bonus.*"

(e) The items comprising "All Other Compensation" for 2022 are:

Named Executive Officer	Perquisites and Other Personal Benefits ($)[a]	Tax Reimbursements ($)[b]	Contributions to Defined Contribution Plans ($)[c]	Insurance Premiums ($)[d]
Rose Lee	15,823	—	10,846	612
Jeffrey S. Lee	17,000	—	12,200	372
Katy K. Theroux	13,500	—	12,200	1,156
James F. Keppler	—	—	12,200	12
Alena S. Brenner	19,636	1,103	12,200	282

(a) For Ms. Lee, the amount in this column reflects Ms. Lee's use of the Company aircraft in accordance with Company procedures and policies regarding executives' personal periodic use of the Company aircraft to increase efficiency and pursuant to policies of the Company under which Ms. Lee may use the Company aircraft for such periodic travel through June 30, 2023, and Ms. Lee's receipt of financial planning services. For Mr. Lee and Ms. Theroux, the amount in this column reflects personal entertainment and related expenses (e.g., concert tickets) and receipt of financial planning services. For Ms. Brenner, the amount in this column reflects relocation expenses, personal entertainment and related expenses (e.g., concert tickets) and receipt of financial planning services.

(b) Amount in this column reflects a tax gross-up in connection with Ms. Brenner'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.

2022 Grants of Plan-Based Awards Table

The following table sets forth information concerning grants of awards to each of the Named Executive Officers during 2022.

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 ($)[c]	Grant Date Fair Value of Stock and Option Awards ($)[d]
			Threshold ($)	Target ($)	Maximum ($)				
Ms. Lee		Bonus Program[a]	600,000	1,200,000	2,400,000	—	—	—	—
	07/24/2022	2021 Replacement Award[b]	—	5,270,490	21,081,960	—	—	—	—
	10/07/2022	Incentive Unit	—	—	—	—	200,000	100.00	9,952,000
Mr. Lee		Bonus Program[a]	270,000	540,000	1,080,000	—	—	—	—
	07/24/2022	2020 Replacement Award[b]	—	1,721,038	6,884,152	—	—	—	—
	07/24/2022	2021 Replacement Award[b]	—	2,515,311	10,061,244	—	—	—	—
	10/07/2022	Incentive Unit	—	—	—	—	100,000	100.00	4,976,000
Ms. Theroux		Bonus Program[a]	168,750	337,500	675,000	—	—	—	—
	07/24/2022	2020 Replacement Award[b]	—	708,663	2,834,652	—	—	—	—
	07/24/2022	2021 Replacement Award[b]	—	1,173,833	4,695,332	—	—	—	—
	10/07/2022	Incentive Unit	—	—	—	—	40,000	100.00	1,990,400
Mr. Keppler		Bonus Program[a]	204,000	408,000	816,000	—	—	—	—
	07/24/2022	2020 Replacement Award[b]	—	708,663	2,834,652	—	—	—	—
	07/24/2022	2021 Replacement Award[b]	—	763,312	3,053,248	—	—	—	—
	10/07/2022	Incentive Unit	—	—	—	—	40,000	100.00	1,990,400
Ms. Brenner		Bonus Program[a]	168,750	337,500	675,000	—	—	—	—
	07/24/2022	2021 Replacement Award[b]	—	461,349	1,845,396	—	—	—	—
	10/07/2022	Incentive Unit	—	—	—	—	25,000	100.00	1,244,000

(a) Represents threshold, target and maximum amounts potentially payable under the Company's Bonus Program for 2022. See "*Executive Compensation — Compensation Discussion & Analysis — Annual Bonus.*"

(b) Represents threshold, target and maximum amounts potentially payable under the Replacement Awards. See "*Executive Compensation — Compensation Discussion & Analysis — Long-Term Incentive Compensation.*"

(c) 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.

(d) 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 each 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*."

2022 Bonus Program

Our short-term incentive compensation program for our NEOs for 2022 was dependent upon our attainment of specified levels of Company Pro Forma Adjusted EBITDA and Company working capital as a percentage of net sales. The amount payable to a recipient of a 2022 award under the Bonus Program is determined based on the applicable Pro Forma Adjusted EBITDA and working capital levels actually attained by us for 2022, and is equal to a specified percentage of the recipient's base salary. See "*Executive Compensation — Compensation Discussion & Analysis — Annual Bonus*" for additional information.

2022 Long-Term Incentive Awards

As described above, the Company made grants of long-term incentives to each of the NEOs in 2022. See "*Executive Compensation — Compensation Discussion & Analysis — Long-Term Incentive Compensation — Long-Term Incentive Awards Granted to NEOs in 2022*."

Outstanding Equity Awards at Year-End

The following table sets forth information concerning unvested awards by each of our Named Executive Officers as of December 31, 2022. The market value of unvested or unearned awards is calculated using the Merger closing price of $24.65.

	Option Awards[a]				
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	—	200,000	100.00	N/A	10/7/2022
Mr. Lee	—	100,000	100.00	N/A	10/7/2022
Ms. Theroux	—	40,000	100.00	N/A	10/7/2022
Mr. Keppler	—	40,000	100.00	N/A	10/7/2022
Ms. Brenner	—	25,000	100.00	N/A	10/7/2022

(a) On October 7, 2022, each of the 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. Awards reflected as "Unexercisable" are incentive units that have not yet vested. In future periods, awards reflected as "Exercisable" are Incentive Units that have vested but have not yet received payment in respect thereof.

Option Exercises and Awards Vested

The following table sets forth information concerning the exercise of options and vesting of other awards for each of our Named Executive Officers during 2022:

	Option Awards		Stock Awards	
Named Executive Officer	**Number of Shares Acquired on Exercise (#)**	**Value Realized on Exercise ($)[a]**	**Number of Shares Acquired on Vesting (#)**	**Value Realized on Vesting ($)[b]**
Ms. Lee	—	—	—	—
Mr. Lee	299,468	5,699,461	22,915	555,689
Ms. Theroux	129,210	1,927,075	10,182	246,914
Mr. Keppler	91,815	1,484,538	44,708	1,084,169
Ms. Brenner	13,170	131,042	12,476	302,543

(a) The value realized on exercise represents an amount equal to the Merger consideration price of $24.65 less the exercise price per stock option. All of these stock options were fully vested at the time of the Merger.

(b) This column represents the closing price of our common stock on the business day before the vesting date of the applicable award multiplied by the number of shares of our common stock covered by such award. All of these awards vested prior to the Merger.

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 of our 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 2022.

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, as well as under our Incentive Plan and the outstanding equity awards as of the end of 2022.

On July 25, 2022, we completed the Merger. The completion of such transaction did not constitute a "change in control" under the employment agreements that the NEOs are party to and/or the compensation arrangements in which they participated.

Employment Agreements

Each NEO has (or during 2022 had) an employment agreement with the Company providing 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 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 coverage (under COBRA) in the case of Ms. Lee, a lump sum cash payment equal to eighteen months of the premium cost of family medical 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").

Ms. Lee's employment agreement provides for the 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. In the case of Ms. Lee and Messrs. Lee and Keppler, their employment agreements provide for (i) the same cash severance payment as is payable upon a qualifying termination prior to a change in control (except that, to the maximum extent practicable, such payment is to be made 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. The Merger did not constitute a "change in control" event for purposes of Mr. Keppler's employment agreement. Accordingly, although Mr. Keppler's separation from the Company was a qualifying termination, he did not receive the severance enhancements applicable to a qualifying termination within two years following a change in control of the Company.

For purposes of the employment agreements, "change in control" means (A) any person who 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. As noted above, the Merger not constitute a "change in control" for purposes of the employment agreements.

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.

Mr. Keppler's Separation

James F. Keppler separated as an employee and executive from the Company on December 31, 2022, but agreed to provide consulting services until March 31, 2023. The separation was a termination by the Company without "Cause" for purposes of Mr. Keppler's employment agreement. In connection with his separation, the Company entered into a separation agreement with Mr. Keppler on January 9, 2023, pursuant to which the Company provided Mr. Keppler with severance payments and termination benefits described above under "*Executive Compensation – Other Compensation – Employment Agreements, Separation Agreement and Termination Benefits*".

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, 2022 under the circumstances shown and making the following assumptions. The table excludes (i) amounts accrued through the end of 2022 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 ($)	Termination Without Good Reason by Executive (including Retirement)[a] ($)	Termination Without Cause or by Executive for Good Reason[b] ($)	Change in Control ($)	Change in Control followed by Termination Without Cause or by Executive for Good Reason[c] ($)	Disability[d] ($)	Death[d] ($)
Ms. Lee	Non-CIC Severance	—	1,920,000	6,353,980	—	6,353,980	1,920,000	1,920,000
	Life Insurance	—	—	—	—	—	—	1,000,000
	Accelerated FY 2021 Awards	—	—	2,993,888	—	7,265,590	7,265,590	7,265,590
Mr. Lee	Non-CIC Severance	—	864,000	1,486,123	—	3,177,185	864,000	864,000
	Life Insurance	—	—	—	—	—	—	600,000
	Accelerated FY 2019 Awards	—	—	—	—	1,778,321	1,778,321	1,778,321
	Accelerated FY 2020 Awards	—	—	9,885,171	—	11,189,094	11,189,094	11,189,094
	Accelerated FY 2021 Awards	—	—	1,146,835	—	2,249,384	2,249,384	2,249,384
Ms. Theroux	Non-CIC Severance	—	540,000	1,012,653	—	2,148,980	540,000	540,000
	Life Insurance	—	—	—	—	—	—	450,000
	Accelerated FY 2018 Awards	—	—	—	—	607,459	607,459	607,459
	Accelerated FY 2020 Awards	—	—	4,613,164	—	5,221,670	5,221,670	5,221,670
	Accelerated FY 2021 Awards	—	—	472,226	—	926,228	926,228	926,228
Mr. Keppler	Non-CIC Severance	—	652,800	1,185,453	—	2,522,780	652,800	652,800
	Life Insurance	—	—	—	—	—	—	510,000
	Accelerated FY 2020 Awards	—	—	2,999,816	—	4,734,428	4,734,428	4,734,428
	Accelerated FY 2021 Awards	—	—	472,226	—	926,228	926,228	926,228
Ms. Brenner	Non-CIC Severance	—	540,000	1,004,149	—	2,136,224	540,000	540,000
	Life Insurance	—	—	—	—	—	—	450,000
	Accelerated FY 2021 Awards	—	—	292,957	—	1,170,225	1,170,225	1,170,225

(a) Amounts reflect prorated annual bonus based on actual performance. Refer to section titled "2022 Bonus Earned" for additional information.

(b) 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.

(c) 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.

(d) 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.

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, 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) and includes the value of certain one-time, make-whole awards. 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 2022 that we believe would significantly affect our pay ratio disclosure. In determining our pay ratio for FY 2021-22, we used the same median employee as was identified last year according to the process outlined below.

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, 2022. 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 and pay was annualized for any employees hired during the period.

The total compensation earned by Ms. Lee during 2022, as determined under Item 402 of Regulation S-K, was $15,034,891. The total compensation earned during the same period by our median employee, as determined under Item 402 of Regulation S-K, was $46,615. The ratio of Ms. Lee's total compensation to our median employee's total compensation for 2022 is 323:1.

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 2022 prior to the closing of the Merger, 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 or members, as set forth in the following table:

Role	Annual Retainer Fee[(a)] ($)
All Non-Employee Directors	85,000
Audit Committee Chair	22,500
Audit Committee Members	10,000
Compensation Committee Chair	17,000
Compensation Committee Members	7,500
Nominating and Corporate Governance Committee Chair	15,000
Nominating and Corporate Governance Committee Members	6,500
Affiliate Transactions, Executive and Routine Transactions Committee Members	3,000

(a) Retainer fees remained effective until the end of the third quarter of 2022.

In addition, in 2021, each non-employee director received a grant of RSUs having an aggregate fair market value of $135,000, vesting at the earlier of the first anniversary of the grant date and the following annual shareholder meeting. No director RSU awards were outstanding at the time of the Merger.

Subsequent to the Merger, in October 2022, the Board approved a change in the compensation payable to each of our non-employee directors effective in the fourth quarter of 2022, 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

After the Merger, the Board determined to change the mix of the compensation payable to our non-employee directors by decreasing the equity award amount from $135,000 to $110,000 but increasing the cash retainer from $85,000 to $110,000.

In addition, in October 2022, each non-employee director received a grant of Class A-2 Units in the Partnership ("Restricted Units") having an aggregate fair market value of $110,000. These Restricted Units will vest on July 25, 2023, provided that the director continues to serve as a director through the vesting date, and any unvested Restricted Units will fully vest upon

the occurrence of a sale of the Partnership. Non-employee directors were also offered the opportunity to purchase Class A Units in the Partnership.

As a result of their affiliation with CD&R, Messrs. Krenicki, Sleeper, Young, and Zrebiec do 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 defer a portion of their annual retainer fees, subject to certain specified maximum deferral amounts. None of our directors participated in the DCP during 2022. See "Executive Compensation — Nonqualified Deferred Compensation" for additional details regarding the terms of the DCP.

2022 Director Compensation Table

The following table provides information concerning the compensation of our non-employee directors during 2022. The grants of Incentive Units were made in respect of 2022.

Name	Fees Earned or Paid in Cash ($)[a][b]	Stock Awards ($)	Incentive Unit Awards ($)	All Other Compensation ($)	Total ($)
Kathleen J. Affeldt	115,542	—	110,000	—	225,542
George L. Ball	132,333	—	—	—	132,333
Gary L. Forbes	100,667	—	—	—	100,667
John J. Holland	100,958	—	—	—	100,958
William E. Jackson	97,167	—	—	—	97,167
Wilbert W. James, Jr.	97,375	—	110,000	—	207,375
Daniel C. Janki	108,208	—	110,000	—	218,208
John Krenicki	64,458	—	—	—	64,458
Timothy J. O'Brien	95,042	—	110,000	—	205,042
Judith A. Reinsdorf	95,708	—	—	—	95,708
Nathan K. Sleeper	55,708	—	—	—	55,708
Jonathan L. Zrebiec	55,708	—	—	—	55,708

(a) Includes amounts earned during 2022 with respect to annual retainer fees, supplemental retainer fees for Committee Chairs, Board meeting fees and Committee meeting fees for each non-employee director as more fully explained in the preceding paragraphs.

(b) The amounts reported in the "Fees Earned or Paid in Cash" column for each of Messrs. Krenicki, Sleeper and Zrebiec represent amounts paid to CD&R, LLC, as assignee of compensation payable to those directors, each of whom is an employee or partner of CD&R, LLC. These amounts include payments relating to fees earned prior to the Merger. Subsequent to the Merger, Messrs. Krenicki, Sleeper and Zrebiec are not eligible to receive this compensation.

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. Affeldt 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 seven times during 2022. 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, if such person is an independent and/or non-employee director; otherwise, the Chair of the Audit Committee serves as presiding director.

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.

CD&R Transactions

On February 13, 2022, funds affiliated with CD&R submitted a non-binding proposal to acquire all of the Company's outstanding shares of Company common stock that CD&R did not already own for a purchase price of $24.65 in cash per share (the "CD&R Offer"). The CD&R Offer stated that any transaction would be subject to (i) approval by a special committee ("Special Committee") of our independent directors; and (ii) a vote in favor of the transaction by a majority of the voting power represented by the shares of Company common stock owned by stockholders not affiliated with CD&R. The Board previously formed a Special Committee to evaluate and consider any potential or actual proposal from CD&R and any other alternative proposals or other strategic alternatives that may be available to the Company.

On March 5, 2022, the Company entered into an Agreement and Plan of Merger (the "CD&R Merger Agreement"), by and among Camelot Return Intermediate Holdings, LLC ("Parent"), Camelot Return Merger Sub, Inc. ("Merger Sub"). Parent and Merger Sub are subsidiaries of investment funds managed by CD&R. Upon the terms and subject to the conditions of the CD&R Merger Agreement, among other things, Merger Sub will merge with and into the Company (the "CD&R Merger").

On July 25, 2022, the Company, Camelot Parent and Camelot Return Merger Sub, Inc. ("Merger Sub") completed the transactions contemplated by that certain Agreement and Plan of Merger, dated as of March 5, 2022 (the "Merger Agreement"), by and among the Company, Camelot Parent and Merger Sub. Camelot Parent and Merger Sub are subsidiaries of investment funds managed by Clayton, Dubilier & Rice, LLC. 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 Parent (the "Surviving Corporation"). Prior to the completion of the Merger, CD&R and its affiliates collectively owned 49% of the issued and outstanding shares of Company common stock, par value $0.01 per share ("Company common stock"). As a result of the Merger, investment funds managed by CD&R became the indirect owners of all of the issued and outstanding shares of Company common stock.

Item 14. Principal Accounting Fees and Services.

Our Independent Registered Public Accounting Firm and Audit Fees

Grant Thornton LLP has served as our independent registered public accountant since Fiscal 2019.

The following is a description of the professional services performed and the fees billed by Grant Thornton (in thousands):

	Year Ended December 31, 2022	Year Ended December 31, 2021
Audit fees[(a)]	$ 3,753	$ 2,538
Audit-related fees[(b)]	95	—
Tax fees[(c)]	90	—
Total	$ 3,938	$ 2,538

(a) Audit fees consisted of fees and expenses billed by Grant Thornton 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 2022 included incremental fees for required audit procedures that resulted from the consummation of the Merger.
(b) Fees for audit-related services billed in 2022 consisted of services pertaining to our $710 million senior secured notes offering in July 2022.
(c) Tax advice fees encompass a variety of permissible tax services, primarily including tax advice related to federal and state income tax compliance.

Grant Thornton LLP did not perform any tax or other services in the year ended December 31, 2022 or 2021.

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 Grant Thornton 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 Grant Thornton 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 Grant Thornton LLP and its status as our independent auditors.

The Audit Committee must specifically preapprove the terms of Grant Thornton 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 Grant Thornton 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 Grant Thornton LLP in 2022 were approved in advance by the Audit Committee pursuant to the foregoing pre-approval policy and procedures. Additionally, during 2022, Grant Thornton LLP did not provide any services prohibited by the Sarbanes-Oxley Act of 2002.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

1. Consolidated Financial Statements (see Item 8).

2. 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.

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.
2.2	Securities Purchase Agreement by and among Nucor Insulated Panel Group Inc, Vulcraft Canada Inc., and Cornerstone Building Brands, Inc., dated as of June 5, 2021 (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 3, 2021 and incorporated by reference herein)
2.3	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.
*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
*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
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
*4.19	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
†10.1	Form of Indemnification Agreement for Officers and Directors (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated October 22, 2008 and incorporated by reference herein)
†10.2	Form of Director Indemnification Agreement (filed as Exhibit 10.7 to the Company's Current Report on Form 8-K dated October 26, 2009 and incorporated by reference herein)
†10.3	NCI Senior Executive Bonus Plan (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated February 26, 2014 and incorporated by reference herein)
†10.4	NCI Building Systems, Inc. Deferred Compensation Plan (as amended and restated effective January 31, 2016) (filed as Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q for the quarter ended January 31, 2016 and incorporated by reference herein)
†10.5	Form of Employment Agreement between NCI Building Systems, Inc. and named executive officers (filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 31, 2016 and incorporated by reference herein)
†10.6	Form of Employment Agreement between NCI Building Systems, Inc. and executive officers (filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended July 31, 2016 and incorporated by reference herein)
†10.7	Amended and Restated NCI Building Systems, Inc. 2003 Long-Term Stock Incentive Plan, effective as of January 27, 2018 (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated March 02, 2018 and incorporated by reference herein)
*†10.8	Camelot Return Ultimate, LP 2022 Equity Incentive Plan, effective as of October 5, 2022
10.9	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)

10.10	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)
10.11	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)
10.12	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)
10.13	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)
10.14	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)
10.15	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)
10.16	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)
10.17	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)
*10.18	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
10.19	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)
10.20	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)
10.21	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)
10.22	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)
10.23	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)

10.24	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)
10.25	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)
10.26	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)
10.27	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)
10.28	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)
10.29	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)
†10.30	Form of Award Agreement for Restricted Stock Units, Performance Share Awards, and Stock Options for Key Employees (November 2018 awards) (filed as Exhibit 10.1 to the Company's Annual Report on Form 10-K/A for the year ended October 28, 2018 and incorporated by reference herein)
†10.31	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)
†10.32	First Amendment to the 2003 Long-Term Stock Incentive Plan, as amended (as included in the Company's Proxy Statement on Schedule 14A dated April 22, 2019 and incorporated by reference herein)
†10.33	Second Amendment to the 2003 Long-Term Stock Incentive Plan, as amended (as included in the Company's Proxy Statement on Schedule 14A dated April 29, 2020 and incorporated by reference herein)
†10.34	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)
†10.35	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)
10.36	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)
†10.37	Separation agreement between Cornerstone Building Brands, Inc. and John L. Buckley, dated March 24, 2022 (filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended April 2, 2022 and incorporated by reference herein)
*†10.38	Separation agreement between Cornerstone Building Brands, Inc. and James Keppler, dated January 9, 2023
*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: February 24, 2023

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)	February 24, 2023
/s/ Jeffrey S. Lee **Jeffrey S. Lee**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 24, 2023
/s/ Wayne F. Irmiter **Wayne F. Irmiter**	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 24, 2023
* **Kathleen J. Affeldt**	Director	February 24, 2023
* **Wilbert W. James, Jr.**	Director	February 24, 2023
* **Daniel C. Janki**	Director	February 24, 2023
* **John Krenicki**	Director	February 24, 2023
* **Timothy J. O'Brien**	Director	February 24, 2023
* **Nathan K. Sleeper**	Director	February 24, 2023
* **Tyler Young**	Director	February 24, 2023
* **Jonathan L. Zrebiec**	Director	February 24, 2023

*By: /s/ Rose Lee
Rose Lee,
Attorney-in-Fact

Exhibit 2.1

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT, dated as of April 12, 2018 (the "Agreement"), is among Pisces Parent, LLC, a Delaware limited liability company (the "Company"), Ply Gem Industries, Inc., a Delaware corporation ("Ply Gem Opco") and Atrium Windows and Doors, Inc., a Delaware corporation ("Atrium Opco," and, together with Ply Gem Opco, the "Opcos," and together with the Company, the "Company Entities"), CD&R Pisces Holdings, L.P., a Cayman Islands exempted limited partnership ("CD&R Investor"), Clayton, Dubilier & Rice Fund X, L.P., a Cayman Islands exempted limited partnership (the "Fund"), Clayton, Dubilier & Rice Fund X-A, L.P., a Cayman Islands exempted limited partnership (the "Parallel Fund"), CD&R Advisor Fund X, L.P., a Cayman Islands exempted limited partnership (together with the Fund and the Parallel Fund, the "CD&R Funds"), and Clayton, Dubilier & Rice, LLC, a Delaware limited liability company ("Manager"). Capitalized terms used herein without definition have the meanings set forth in Section 1 of this Agreement.

RECITALS

A. The Fund is managed by Manager, the general partner of the Fund is CD&R Associates X, L.P., a Cayman Islands exempted limited partnership (the "GP of the Fund"), the general partner of the GP of the Fund is CD&R Investment Associates X, Ltd., a Cayman Islands exempted company (together with the GP of the Fund and any other investment vehicle that is a direct or indirect stockholder in the Company and managed by Manager or its Affiliates, "Manager Associates").

B. The Company and/or one or more of its subsidiaries entered into (i) a Merger Agreement, dated as of January 31, 2018 (as the same may be amended from time to time in accordance with its terms, the "Ply Gem Merger Agreement"), by and among Ply Gem Holdings, Inc., a Delaware corporation (the owner of all of the outstanding capital stock of Ply Gem Opco), Pisces Midco, Inc., a Delaware corporation and indirect wholly owned subsidiary of the Company, and Pisces Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of the Company, and (ii) a Merger Agreement, dated as of January 31, 2018 (as the same may be amended from time to time in accordance with its terms, the "Atrium Merger Agreement," and together with the Ply Gem Merger Agreement, the "Purchase Agreements"), by and among Atrium Corporation, a Delaware corporation (the owner of all of the outstanding capital stock of Atrium Opco), the Company, CD&R Atlas Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Company, and Atrium Intermediate Holdings, LLC, a Delaware limited liability company, as representative thereunder, pursuant to which the Company, directly and indirectly, acquired Ply Gem Holdings, Inc. and Atrium Corporation (collectively, the "Acquisition").

C. Concurrently with the execution and delivery of this Agreement, the Company and the Opcos have entered into an Expense Reimbursement Agreement with Manager, dated as of the date hereof (as the same may be amended from time to time, the "Expense Reimbursement Agreement").

D. In connection with the Acquisition, the Company is issuing common units to CD&R Investor and the Atrium Holders (as such term is defined in the Amended and Restated

Limited Liability Company Agreement of the Company) (such equity issuances collectively, the "Equity Offerings").

E. In order to finance the Acquisition and related transactions, the Company and/or one or more of its wholly owned Subsidiaries intend to (i) enter into (x) a senior secured term loan facility, (y) a senior secured cash flow-based revolving credit facility and (z) a senior secured asset-based revolving credit facility and (ii) issue senior unsecured notes (collectively, the "Acquisition Financings").

F. The Company or one or more of its Subsidiaries from time to time in the future may (i) offer and sell or cause to be offered and sold equity or debt securities or instruments (such offerings, collectively, the "Subsequent Offerings"), including, without limitation, (x) offerings of shares of capital stock of the Company or any of its Subsidiaries, and/or options to purchase such shares or other equity-linked instruments to employees, directors, managers, dealers, franchisees and consultants of and to the Company or any of its Subsidiaries (any such offering, a "Management Offering"), and (y) one or more offerings of debt securities or instruments for the purpose of refinancing any indebtedness of the Company or any of its Subsidiaries or for other corporate purposes, (ii) repurchase, redeem or otherwise acquire certain securities or instruments of the Company or any of its Subsidiaries or engage in recapitalization or structural reorganization transactions relating thereto (any such repurchase, redemption, acquisition, recapitalization or reorganization, a "Redemption"), in each case subject to the terms and conditions of any applicable agreement and (iii) incur or assume indebtedness for borrowed money, assume, guarantee, endorse or otherwise become liable or responsible (whether directly or contingently or otherwise) for the obligations of any other Person or make any loan or advance to any other Person (such indebtedness, assumptions, guarantees, endorsements, loans, advances and liabilities, collectively, "Subsequent Financings").

G. The parties hereto recognize the possibility that claims might be made against and liabilities incurred by Manager, the CD&R Funds, the CD&R Investor, Manager Associates or related Persons or Affiliates under applicable securities laws or otherwise in connection with the Transactions or the Offerings, or the Financings, or relating to other actions or omissions of or by members of the Company Group, or relating to the provision of financial, investment banking, management, advisory, consulting, monitoring or other services, including service as an officer or director of any member of the Company Group (collectively, "Services") to the Company Group by such Persons, and the parties hereto accordingly wish to provide for Manager, the CD&R Funds, the CD&R Investor, Manager Associates and related Persons and Affiliates to be indemnified in respect of any such claims and liabilities.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual agreements and covenants and provisions herein set forth, the parties hereto hereby agree as follows:

1. Definitions.

(a) "Acquisition" has the meaning specified in the Recitals to this Agreement.

(b) "Acquisition Financings" has the meaning specified in the Recitals to this Agreement.

(c) "Affiliate" means, with respect to any Person, (i) any other Person directly or indirectly Controlling, Controlled by or under common Control with, such Person (ii) any Person directly or indirectly owning or Controlling 10% or more of any class of outstanding voting securities of such Person or (iii) any officer, director, general partner, special limited partner or trustee of any such Person described in clause (i) or (ii).

(d) "Agreement" has the meaning specified in the preamble of this Agreement.

(e) "Atrium Opco" has the meaning specified in the preamble of this Agreement.

(f) "Buyer" has the meaning specified in the preamble of this Agreement.

(g) "CD&R Funds" has the meaning specified in the preamble of this Agreement.

(h) "CD&R Investor" has the meaning specified in the preamble of this Agreement.

(i) "Claim" means, with respect to any Indemnitee, any claim by or against such Indemnitee involving any Obligation with respect to which such Indemnitee may be entitled to be indemnified by any member of the Company Group under this Agreement.

(j) "Commission" means the United States Securities and Exchange Commission or any successor entity thereto.

(k) "Company" has the meaning specified in the preamble of this Agreement.

(l) "Company Entities" has the meaning specified in the preamble of this Agreement.

(m) "Company Group" means the Company and each of its Subsidiaries.

(n) "Control" of any Person means the power to direct the management and policies of such Person (whether through the ownership of voting securities, by contract, as trustee or executor, as general partner, or otherwise).

(o) "Equity Offerings" has the meaning specified in the Recitals to this Agreement.

(p) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(q) "Expense Reimbursement Agreement" has the meaning specified in the Recitals to this Agreement.

(r) "Expenses" means all attorneys' fees and expenses, retainers, court, arbitration and mediation costs, transcript costs, fees and expenses of experts, witness and public relations consultants, bonds, costs of collecting and producing documents, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements, costs or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, appealing or otherwise participating in a Proceeding.

(s) "Financings" means the Acquisition Financings and any Subsequent Financing.

(t) "Fund" has the meaning specified in the preamble of this Agreement.

(u) "GP of the Fund" has the meaning specified in the Recitals to this Agreement.

(v) "Indemnifying Party" has the meaning set forth in Section 2(a).

(w) "Indemnifying Parties" has the meaning set forth in Section 2(a).

(x) "Indemnitee" means each of Manager, the CD&R Funds, CD&R Investor, Manager Associates, their respective Affiliates (other than any member of the Company Group), their respective successors and assigns, and the respective directors, officers, partners, members, employees, agents, advisors, consultants, representatives and controlling persons (within the meaning of the Securities Act) of each of them, or of their partners, members and controlling persons, and each other person who is or becomes a director or an officer of any member of the Company Group, in each case irrespective of the capacity in which such person acts.

(y) "JAMS Comprehensive Rules" has the meaning specified in Section 8(a) of this Agreement.

(z) "Management Offering" has the meaning specified in the Recitals to this Agreement.

(aa) "Manager" has the meaning specified in the preamble of this Agreement.

(bb) "Manager Associates" has the meaning specified in the Recitals to this Agreement.

(cc) "Midco" has the meaning specified in the preamble to this Agreement.

(dd) "Notice of Advances" has the meaning specified in Section 4(b) of this Agreement.

(ee) "Notice of Claim" has the meaning specified in Section 4(a) of this Agreement.

(ff) "Notice of Payment" has the meaning specified in Section 4(c) of this Agreement.

(gg) "Obligations" means, collectively, any and all claims, obligations, liabilities, causes of actions, Proceedings, investigations, judgments, decrees, losses, damages (including punitive, consequential, special and exemplary damages), fees, fines, penalties, amounts paid in settlement, costs and Expenses (including without limitation interest, taxes, assessments and other charges in connection therewith and disbursements of attorneys, accountants, investment bankers and other professional advisors), in each case incurred, arising or existing with respect to third parties or otherwise, at any time or from time to time.

(hh) "Offerings" means the Equity Offerings, any Management Offering, any Redemption and any Subsequent Offering.

(ii) "Opcos" has the meaning specified in the preamble of this Agreement.

(jj) "Parallel Fund" has the meaning specified in the preamble of this Agreement.

(kk) "Person" means an individual, corporation, limited liability company, limited or general partnership, trust or other entity, including a governmental or political subdivision or an agency or instrumentality thereof.

(ll) "Ply Gem Opco" has the meaning specific in the preamble of this Agreement.

(mm) "Proceeding" means a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including without limitation a claim, demand, discovery request, formal or informal investigation, inquiry, administrative hearing, arbitration or other form of alternative dispute resolution, including an appeal from any of the foregoing.

(nn) "Purchase Agreements" has the meaning specified in the Recitals to this Agreement.

(oo) "Redemption" has the meaning specified in the Recitals to this Agreement.

(pp) "Related Document" means any agreement, certificate, instrument or other document to which any member of the Company Group may be a party or by which it or any of its properties or assets may be bound or affected from time to time relating in any way to the Transactions or any Offering or Financing or any of the transactions contemplated thereby, including without limitation, in each case as the same may be amended from time to time, (i) any registration statement filed by or on behalf of any member of the Company Group with the Commission in connection with the Transactions or any Offering or Financing, including all exhibits, financial statements and schedules appended thereto, and any submissions to the Commission in connection therewith, (ii) any prospectus, preliminary, final, free writing or otherwise, included in such registration statements or otherwise filed by or on behalf of any member of the Company Group in connection with the Transactions or any Offering or used to offer or confirm sales of their respective securities or instruments in any Offering, (iii) any private placement or offering memorandum or circular, information statement or other information or materials distributed by or on behalf of any member of the Company Group or any placement agent or underwriter in connection with the Transactions or any Offering or Financing, (iv) any federal, state or foreign securities law or other governmental or regulatory filings or applications made in connection with any Offering, the Transactions or any of the transactions contemplated thereby, (v) any dealer-manager, underwriting, subscription, purchase, stockholders, option or registration rights agreement or plan entered into or adopted by any member of the Company Group in connection with the Transactions or any Offering or Financing, (vi) any purchase, repurchase, redemption, recapitalization or reorganization or other agreement entered into by any member of the Company Group in connection with any Redemption, (vii) any quarterly, annual or current reports or other filing filed, furnished or supplementally provided by any member of the Company Group with or to the Commission or any securities exchange, including all exhibits, financial statements and schedules appended thereto, and any submission to the Commission or any securities exchange in connection therewith or (viii) any paying agent agreement or escrow agreement entered into by any member of the Company Group relating to the payments under the Purchase Agreements.

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

(rr) "Services" has the meaning specified in the Recitals to this Agreement.

(ss) "Subsequent Financings" has the meaning specified in the Recitals to this Agreement.

(tt) "Subsequent Offerings" has the meaning specified in the Recitals to this Agreement.

(uu) "Subsidiary" means each corporation or other Person in which a Person owns or Controls, directly or indirectly, capital stock or other equity interests representing more than 50% of the outstanding voting stock or other equity interests.

(vv) "Transactions" means the Acquisition, the Equity Offerings, the Acquisition Financings and any other transaction for which Services are or have been provided to any member of the Company Group.

2. Indemnification.

(a) Each of the Company Entities (each, an "Indemnifying Party" and collectively, the "Indemnifying Parties"), jointly and severally, agrees to indemnify, defend and hold harmless each Indemnitee, to the fullest extent permitted by law, from and against any and all Obligations in any way resulting from, arising out of or in connection with, based upon or relating to (i) the Securities Act, the Exchange Act or any other applicable securities or other laws, in connection with the Transactions, any other Offering, any other Financing, any Related Document or any of the transactions contemplated thereby, (ii) any other action or failure to act of any member of the Company Group or any of their predecessors, whether such action or failure has occurred or is yet to occur, (iii) the performance or failure to perform by Manager or its Affiliates of Services for any member of the Company Group (whether prior to the date hereof or hereafter and whether pursuant to the Expense Reimbursement Agreement or otherwise), (iv) the fact that such Indemnitee is or was a stockholder, director or officer of any member of the Company Group, or (v) any breach or alleged breach by such Indemnitee of any duty imposed on a stockholder, officer or director.

(b) Without in any way limiting the foregoing Section 2(a), each of the Indemnifying Parties agrees, jointly and severally, to indemnify, defend and hold harmless each Indemnitee, to the fullest extent permitted by law, from and against any and all Obligations resulting from, arising out of or in connection with, based upon or relating to liabilities under the Securities Act, the Exchange Act or any other applicable securities or other laws, rules or regulations in connection with (i) the inaccuracy or breach of or default under any representation, warranty, covenant or agreement in any Related Document, or any allegation thereof, (ii) any untrue statement or alleged untrue statement of a material fact contained in any Related Document or (iii) any omission or alleged omission to state in any Related Document a material fact required to be stated therein or necessary to make the statements therein not misleading. Notwithstanding the foregoing, the Indemnifying Parties shall not be obligated to indemnify such Indemnitee from and against any such Obligation to the extent that such Obligation arises out of or is based upon an untrue statement or omission made in such Related Document in reliance upon and in conformity with written information furnished to the Company Entities by such Indemnitee in an

instrument duly executed by such Indemnitee and specifically stating that it is for use in the preparation of such Related Document.

(c) Subject to Section 2(d), without in any way limiting the foregoing, in the event that any Proceeding is initiated by an Indemnitee, any member of the Company Group or any other Person to enforce or interpret any rights or obligations under this Agreement or the Expense Reimbursement Agreement, any rights of such Indemnitee to indemnification or advancement of Expenses (or related obligations of such Indemnitee) under any member of the Company Group's certificate of incorporation or bylaws or other similar organizational document, any other agreement to which Indemnitee and any member of the Company Group are party, any vote of directors of any member of the Company Group, the Delaware General Corporation Law, any other applicable law or any liability insurance policy, the Indemnifying Parties shall indemnify such Indemnitee against all costs and Expenses incurred by such Indemnitee or on such Indemnitee's behalf (including but not limited to by any Manager Associates for all costs and Expenses incurred by it on such Indemnitee's behalf) in connection with such Proceeding, whether or not such Indemnitee is successful in such Proceeding, except to the extent that the Person presiding over such Proceeding determines that material assertions made by such Indemnitee in such proceeding were in bad faith or were frivolous.

(d) Notwithstanding the foregoing, indemnification shall not be available to the extent that it is determined by a court, in a final judgment from which no further appeal may be taken, that such Obligation arises out of, or is primarily based upon, the fraud, gross negligence or willful misconduct of the Indemnitee (other than an Obligation undertaken at the request or with the consent of the Company Group).

(e) Notwithstanding anything in this Section 2 to the contrary, it is understood and agreed that nothing in this Agreement is intended to provide for indemnification in respect of taxes imposed on the basis of income of an Indemnitee.

3. Contribution.

(a) If for any reason the indemnity specifically provided for in Section 2 is unavailable or is insufficient to hold harmless any Indemnitee from any Obligation covered by such indemnity, then the Indemnifying Parties, jointly and severally, shall contribute to the amount paid or payable by such Indemnitee as a result of such Obligation in such proportion as is appropriate to reflect (i) the relative fault of each of the members of the Company Group, on the one hand, and such Indemnitee, on the other, in connection with the state of facts giving rise to such Obligation, (ii) the relative benefits received by the members of the Company Group, on the one hand, and such Indemnitee, on the other, from the Transaction or any Offering, Financing or other circumstances giving rise to such Obligation and (iii) if required by applicable law, any other relevant equitable considerations.

(b) For purposes of Section 3(a), the relative fault of each member of the Company Group, on the one hand, and of an Indemnitee, on the other, shall be determined by reference to, among other things, (i) their respective relative intent, knowledge, access to information and opportunity to correct the state of facts giving rise to such Obligation, (ii) in the case of Section 2(b), whether the information whose inclusion in or omission from a Related Document resulted in the actual or alleged inaccuracy or breach of or default under any representation, warranty,

covenant or agreement therein, or which is or is alleged to be untrue, required to be stated therein or necessary to make the statements therein not misleading, was supplied or should have been supplied by the members of the Company Group, on the one hand, or by such Indemnitee, on the other, and (iii) applicable law and the relative benefits received by each member of the Company Group, on the one hand, and an Indemnitee, on the other, shall be determined by weighing the direct monetary proceeds to the Company Group, on the one hand, and such Indemnitee, on the other, from the Transaction or any Offering, Financing or other circumstances giving rise to such Obligation.

(c) The parties hereto acknowledge and agree that it would not be just and equitable if the Indemnifying Parties' contributions pursuant to Section 3 were determined solely by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in such Section. No Indemnitee shall be entitled to contribution from any Indemnifying Party with respect to any Obligation covered by the indemnity specifically provided for in Section 2(b) in the event that such Indemnitee is determined by a court, in a final judgment from which no further appeal may be taken, to be guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) in connection with such Obligation and the Indemnifying Parties are not guilty of such fraudulent misrepresentation.

4. Indemnification Procedures.

(a) Whenever any Indemnitee shall have actual knowledge of the assertion of a Claim against it, Manager (acting on its own behalf or, if requested by any such Indemnitee other than itself, on behalf of such Indemnitee) or such Indemnitee shall notify the appropriate member of the Company Group in writing of the Claim (a "Notice of Claim") with reasonable promptness after such Indemnitee has such knowledge relating to such Claim and has notified Manager thereof; provided that the failure or delay of Manager or such Indemnitee to give such Notice of Claim shall not relieve any Indemnifying Party of its indemnification obligations under this Agreement except to the extent that such omission results in a failure of actual notice to it and it is actually and materially injured as a result of the failure to give such Notice of Claim. The Notice of Claim shall specify all material facts known to Manager (or if given by such Indemnitee, such Indemnitee) relating to such Claim and the monetary amount or an estimate of the monetary amount of the Obligation involved if Manager (or if given by such Indemnitee, such Indemnitee) has knowledge of such amount or a reasonable basis for making such an estimate. The Indemnifying Parties shall, at their expense, undertake the defense of such Claim with attorneys of their own choosing reasonably satisfactory to Manager, subject to the right of Manager to undertake such defense as herein below provided. Manager may participate in such defense with counsel of Manager's choosing at the expense of the Indemnifying Parties. In the event that the Indemnifying Parties do not undertake the defense of the Claim within a reasonable time after Manager (or if given by such Indemnitee, such Indemnitee) has given the Notice of Claim, or in the event that Manager shall in good faith determine that the defense of any Claim by the Indemnifying Parties is inadequate or may conflict with the interest of any Indemnitee (including, without limitation, Claims brought by or on behalf of any member of the Company Group), Manager may, at the expense of the Indemnifying Parties, undertake the defense of the Claim and compromise or settle the Claim, all for the account of and at the risk of the Indemnifying Parties. In the defense of any Claim against an Indemnitee, no Indemnifying Party shall, except with the prior written consent of Manager, consent to entry of any judgment or enter into any settlement that includes any injunctive or other non-monetary relief or any

payment of money by such Indemnitee, or that does not include as an unconditional term thereof the giving by the Person or Persons asserting such Claim to such Indemnitee of an unconditional release from all liability on any of the matters that are the subject of such Claim and an acknowledgement that such Indemnitee denies all wrongdoing in connection with such matters. The Indemnifying Parties shall not be obligated to indemnify an Indemnitee against amounts paid in settlement of a Claim if such settlement is effected by such Indemnitee without the prior consent of the Company (on behalf of all Indemnifying Parties), which consent shall not be unreasonably withheld, conditioned or delayed. In each case, Manager and each other Indemnitee seeking indemnification hereunder will reasonably cooperate with the Indemnifying Parties, so long as an Indemnifying Party is conducting the defense of the Claim, in the preparation for and the prosecution of the defense of such Claim, including making available evidence within the control of Manager or such Indemnitee, as the case may be, and persons needed as witnesses who are employed by Manager or such Indemnitee, as the case may be, in each case as reasonably needed for such defense and at cost, which cost, to the extent reasonably incurred, shall be paid by the Indemnifying Parties.

(b) Manager shall notify the Indemnifying Parties in writing of the amount requested for advances (a "Notice of Advances"). Each of the Indemnifying Parties, jointly and severally, agrees to advance all Expenses incurred by Manager (acting on its own behalf or, if requested by any such Indemnitee other than itself, on behalf of such Indemnitee) or any Indemnitee in connection with any Claim (but not for any Claim initiated or brought voluntarily by an Indemnitee other than a Proceeding contemplated by Section 2(c)) in advance of the final disposition of such Claim without regard to whether Indemnitee will ultimately be entitled to be indemnified for such Expenses upon receipt of an undertaking by or on behalf of Manager or such Indemnitee to repay amounts so advanced if it shall ultimately and finally be determined, including through all challenges and appeals, if any, to the award rendered therein, that Manager or such Indemnitee is not entitled to be indemnified by any Indemnifying Party as authorized by this Agreement. Such repayment undertaking shall be unsecured and shall not bear interest. No Indemnifying Party shall impose on any Indemnitee additional conditions to advancement or require from such Indemnitee additional undertakings regarding repayment. The Indemnifying Parties shall make payment of such advances no later than 10 days after the receipt of the Notice of Advances.

(c) Manager shall notify the Indemnifying Parties in writing of the amount of any Obligation actually paid by Manager or any Indemnitee on whose behalf Manager is acting (a "Notice of Payment"). The amount of any Obligation actually paid by Manager or such Indemnitee shall bear simple interest at the rate equal to the JPMorgan Chase Bank, N.A prime rate as of the date of such payment plus 2% per annum, from the date any Indemnifying Party receives the Notice of Payment up to and including the date on which any Indemnifying Party shall repay the amount of such Obligation plus interest thereon to Manager or such Indemnitee. The Indemnifying Parties shall make indemnification payments to Manager no later than 30 days after receipt of the Notice of Payment.

(d) Presumptions; Burden and Standard of Proof. In connection with any determination regarding the entitlement of any Indemnitee to be indemnified, or any review of any such determination, by any Person:

(i) It shall be a presumption that such Indemnitee has met any applicable standard of conduct and that indemnification of such Indemnitee is proper in the circumstances.

(ii) The burden of proof shall be on the Indemnifying Parties to overcome the presumption set forth in the preceding clause (i), and such presumption shall only be overcome if the Indemnifying Parties establish that there is no reasonable basis to support it.

(iii) The termination of any Proceeding by judgment, order, finding, award, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that indemnification is not proper or that an Indemnitee did not meet any applicable standard of conduct or that a court has determined that indemnification is not permitted by this Agreement or otherwise.

5. Certain Covenants. The rights of each Indemnitee to be indemnified under any other agreement, document, certificate or instrument, bylaws or other organizational agreement or instrument, insurance policy or applicable law are independent of and in addition to any rights of such Indemnitee to be indemnified under this Agreement; provided that, to the extent that an Indemnitee is entitled to be indemnified by the Indemnifying Parties under this Agreement and by any other Indemnitee under any other agreement, document, certificate, bylaw or other organizational agreement or instrument, or by any insurer under a policy maintained by any other Indemnitee, the obligations of the Indemnifying Parties hereunder shall be primary, and the obligations of such other Indemnitee or insurer secondary, and the Indemnifying Parties shall not be entitled to contribution or indemnification from or subrogation against such other Indemnitee or insurer. Notwithstanding the foregoing, any Indemnitee may choose to seek indemnification from any potential source of indemnification regardless of whether such indemnitor is primary or secondary. An Indemnitee's election to seek advancement of indemnified sums from any secondary indemnifying party will not limit the right of such Indemnitee, or any secondary indemnitor proceeding under subrogation rights or otherwise, from seeking indemnification from the Indemnifying Parties to the extent that the obligations of the Indemnifying Parties are primary, and each of the Indemnifying Parties jointly and severally agrees to indemnify each Indemnitee from and against, and to pay to each Indemnitee, any amount paid or reimbursed by such Indemnitee to or on behalf of another indemnitee, pursuant to indemnification arrangements or otherwise, in respect of an Obligation referred to in Section 2. The rights of each Indemnitee and the obligations of each Indemnifying Party hereunder shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnitee. Following the Acquisition, each of the Company Entities, and each of their corporate successors, shall implement and maintain in full force and effect any and all corporate charter and bylaw (or similar organizational document or instrument) provisions that may be necessary or appropriate to enable it to carry out its obligations hereunder to the fullest extent permitted by applicable law, including without limitation a provision of its certificate of incorporation (or comparable organizational document under its jurisdiction of incorporation) eliminating liability of a director for breach of fiduciary duty to the fullest extent permitted by applicable law, as amended from time to time. So long as the Company or any other member of the Company Group maintains liability insurance for any directors, officers, employees or agents of any such person, the Indemnifying Parties shall ensure that each Indemnitee serving or that has served in such

capacity is covered by such insurance at the Indemnifying Parties' expense in such a manner as to provide Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's and the Company Group's then current directors and officers. No Indemnifying Party shall seek or agree to any order of any court or other governmental authority that would prohibit or otherwise interfere, and shall not take or fail to take any other action if such action or failure would reasonably be expected to have the effect of prohibiting or otherwise interfering, with the performance of any of the Indemnifying Parties' indemnification, advancement or other obligations under this Agreement.

6. Taxes. If any amount payable hereunder to an Indemnitee is subject to any value-added, withholding or other taxes (other than any income tax imposed by the United States of America or any political subdivision or taxing authority therein), such amount payable shall be increased, to the maximum extent permitted by applicable law, by such additional amount as may be necessary so that after payment and withholding of all such taxes (including all payments and withholdings in respect of such additional amount) such Indemnitee receives an amount equal to the amount it would have received if no such taxes had been required to be paid or deducted.

7. Notices. All notices and other communications hereunder shall be in writing and shall be delivered by certified or registered mail (first class postage prepaid and return receipt requested), telecopier, email, overnight courier or hand delivery, as follows:

(a) If to any Company Entity, to:

c/o Clayton, Dubilier & Rice, LLC
375 Park Avenue 18th Floor New York, New York 10152
Attention: Theresa A. Gore
Facsimile: (212) 407-5252
Email: [ ]

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

Clayton, Dubilier & Rice, LLC
375 Park Avenue 18th Floor New York, New York 10152
Attention: Theresa A. Gore
Facsimile: (212) 407-5252
Email: [ ]

(b) If to Manager, Manager Associates, the CD&R Funds or CD&R Investor to:

Clayton, Dubilier & Rice, LLC
375 Park Avenue 18th Floor New York, New York 10152
Attention: Theresa A. Gore
Facsimile: (212) 407-5252
Email: [ ]

or to such other address or such other person as the Company Entities, Manager, the CD&R Funds or CD&R Investor, as the case may be, shall have designated by notice to the other parties hereto. All communications hereunder shall be effective upon receipt by the party to which they

are addressed. A copy of any notice or other communication given under this Agreement shall also be given to:

Debevoise & Plimpton LLP
919 Third Avenue New York, New York 10022
Attention: Paul S. Bird
Facsimile: (212) 521-7435
Email: [ ]

8. Arbitration

(a) Any dispute, claim or controversy arising out of, relating to, or in connection with this contract, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally determined by arbitration. The arbitration shall be administered by JAMS. If the disputed claim or counterclaim exceeds $250,000, not including interest or attorneys' fees, the JAMS Comprehensive Arbitration Rules and Procedures ("JAMS Comprehensive Rules") in effect at the time of the arbitration shall govern the arbitration, except as they may be modified herein or by mutual written agreement of the parties. If no disputed claim or counterclaim exceeds $250,000, not including interest or attorneys' fees, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration shall govern the arbitration, except as they may be modified herein or by mutual written agreement of the parties.

(b) The seat of the arbitration shall be New York, New York. The parties submit to jurisdiction in the state and federal courts of the State of New York for the limited purpose of enforcing this agreement to arbitrate.

(c) The arbitration shall be conducted by one neutral arbitrator unless the parties agree otherwise. The parties agree to seek to reach agreement on the identity of the arbitrator within 30 days after the initiation of arbitration. If the parties are unable to reach agreement on the identity of the arbitrator within such time, then the appointment of the arbitrator shall be made in accordance with the process set forth in JAMS Comprehensive Rule 15.

(d) The arbitration award shall be in writing, state the reasons for the award, and be final and binding on the parties. Subject to Section 2(c), the arbitrator may, in the award, allocate all or part of the fees incurred in and costs of the arbitration, including the fees of the arbitrator and the attorneys' fees of the prevailing party. Judgment on the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. Notwithstanding applicable state law, the arbitration and this agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq.

(e) The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the tribunal, JAMS, the parties, their counsel, accountants and auditors, insurers and re-insurers, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply (i) if disclosure is required by law, or in judicial or administrative proceedings, or (ii) as far as disclosure is necessary to enforce the rights arising out of the award.

9. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the law of the State of New York, regardless of the law that might be applied under principles of conflict of laws to the extent such principles would require or permit the application of the laws of another jurisdiction.

10. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11. Successors; Binding Effect. Each Indemnifying Party will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business and assets of such Indemnifying Party, by agreement in form and substance satisfactory to Manager, to expressly assume and agree to perform this Agreement in the same manner and to the same extent as such Indemnifying Party (which shall not be released from its obligations). This Agreement shall be binding upon and inure to the benefit of each party hereto and its successors and permitted assigns, and each other Indemnitee, but neither this Agreement nor any right, interest or obligation hereunder shall be assigned, whether by operation of law or otherwise, by the Company Entities without the prior written consent of Manager. Insofar as any Indemnitee transfers all or substantially all of its assets to a third party, such third party shall thereupon be deemed an additional Indemnitee for all purposes of this Agreement, with the same effect as if it were a signatory to this Agreement in such capacity.

12. Miscellaneous. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or remedy hereunder upon any Person other than each of the parties hereto and their respective successors and permitted assigns and each other Indemnitee (each of whom is an intended third party beneficiary of this Agreement). Neither the waiver by any of the parties hereto or by any other Indemnitee of a breach of or a default under any of the provisions of this Agreement, nor the failure by any such party or Indemnitee, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges. No amendment, modification, supplement or discharge of this Agreement, and no waiver hereunder, shall be valid and binding unless set forth in writing and duly executed by the Company (acting on behalf of the Company Entities) and Manager (acting on its own behalf and on behalf of each other Indemnitee). This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

CLAYTON, DUBILIER & RICE, LLC

By: /s/ Theresa A. Gore
Name: Theresa A. Gore
Title: Vice President, Treasurer and Assistant Secretary

CLAYTON, DUBILIER & RICE FUND X, L.P.

By: CD&R Associates X, L.P.,
its general partner

By: CD&R Investment Associates X, Ltd.,
its general partner
By: /s/ Theresa A. Gore
Name: Theresa A. Gore
Title: Vice President, Treasurer and Assistant Secretary

CLAYTON, DUBILIER & RICE FUND X-A, L.P.

By: CD&R Associates X, L.P.,
its general partner

By: CD&R Investment Associates X, Ltd.,
its general partner

By: /s/ Theresa A. Gore
Name: Theresa A. Gore
Title: Vice President, Treasurer and Assistant Secretary

CD&R ADVISOR FUND X, L.P.

By: CD&R Associates X, L.P.,
its general partner
By: CD&R Investment Associates X, Ltd.,
its general partner

By: /s/ Theresa A. Gore
Name: Theresa A. Gore
Title: Vice President, Treasurer and Assistant Secretary

CD&R PISCES HOLDINGS, L.P.

By: CD&R Investment Associates X, Ltd.,
its general partner

By: /s/ Theresa A. Gore
Name: Theresa A. Gore
Title: Vice President, Treasurer and Assistant Secretary

PISCES PARENT, LLC

By: /s/ Theresa A. Gore
Name: Theresa A. Gore
Title: Vice President and Secretary

PLY GEM INDUSTRIES, INC.

By: /s/ Gary E. Robinette
Name: Gary E. Robinette
Title: Chief Executive Officer

ATRIUM WINDOWS AND DOORS, INC.
By: /s/ Ron Cauchi
Name: Ron Cauchi
Title: Chief Executive Officer

Exhibit 4.12

Eleventh Supplemental Indenture

ELEVENTH SUPPLEMENTAL INDENTURE, dated as of April 22, 2022 (this "Supplemental Indenture"), among Metal Coaters, LLC, a Delaware limited liability company (the "New Subsidiary Guarantor"), Cornerstone Building Brands, Inc. (formerly known as NCI Building Systems, Inc., as successor by merger to Ply Gem Midco, LLC (formerly known as Ply Gem Midco, Inc., and formerly known as Pisces Midco, Inc.)), a Delaware corporation (the "Company"), and Wilmington Trust, National Association, as Trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Company, each then-existing Subsidiary Guarantor from time to time party to the Indenture referred to below (the "Existing Guarantors") and the Trustee have heretofore become parties to an Indenture, dated as of April 12, 2018 (as supplemented by the First Supplemental Indenture, dated as of April 12, 2018, the Second Supplemental Indenture, dated as of April 12, 2018, the Third Supplemental Indenture, dated as of April 13, 2018, the Fourth Supplemental Indenture, dated as of October 15, 2018, the Fifth Supplemental Indenture, dated as of November 16, 2018, the Sixth Supplemental Indenture, dated as of February 20, 2019, the Seventh Supplemental Indenture, dated as of March 29, 2020, the Eighth Supplemental Indenture, dated as of September 24, 2020, the Ninth Supplemental Indenture, dated as of June 29, 2021, and the Tenth Supplemental Indenture, dated as of January 6, 2022, and as further amended, supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance of Notes in series;

WHEREAS, Section 1308 of the Indenture provides that the Company is required to cause the New Subsidiary Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Subsidiary Guarantor shall guarantee the Company's Subsidiary Guaranteed Obligations under the Notes pursuant to a Subsidiary Guarantee on the terms and conditions set forth herein and in Article XIII of the Indenture;

WHEREAS, the New Subsidiary Guarantor desires to enter into such supplemental indenture for good and valuable consideration, including substantial economic benefit in that the financial performance and condition of the New Subsidiary Guarantor is dependent on the financial performance and condition of the Company, the obligations hereunder of which the New Subsidiary Guarantor has guaranteed, and on the New Subsidiary Guarantor's access to working capital through the Company's access to revolving credit borrowings and term borrowings under the Senior Credit Agreements; and

WHEREAS, pursuant to Section 901 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture to amend the Indenture, without the consent of any Holder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Subsidiary Guarantor, the Company and the Trustee mutually covenant and agree for the benefit of the Holders of the Notes as follows:

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee. The New Subsidiary Guarantor hereby agrees, jointly and severally with the Existing Guarantors and fully and unconditionally, to guarantee the Subsidiary Guaranteed Obligations under the Indenture and the Notes on the terms and subject to the conditions set forth in Article XIII of the Indenture and to be bound by (and shall be entitled to the benefits of) all other applicable provisions of the Indenture as a Subsidiary Guarantor.

3. Termination, Release and Discharge. The New Subsidiary Guarantor's Subsidiary Guarantee shall terminate and be of no further force or effect, and the New Subsidiary Guarantor shall be released and discharged from all obligations in respect of its Subsidiary Guarantee, as and when provided in Section 1303 of the Indenture.

4. Parties. Nothing in this Supplemental Indenture is intended or shall be construed to give any Person, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of the New Subsidiary Guarantor's Subsidiary Guarantee or any provision contained herein or in Article XIII of the Indenture.

5. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE TRUSTEE, THE COMPANY, ANY OTHER OBLIGOR IN RESPECT OF THE NOTES AND (BY THEIR ACCEPTANCE OF THE NOTES) THE HOLDERS AGREE TO SUBMIT TO THE JURISDICTION OF ANY UNITED STATES FEDERAL OR STATE COURT LOCATED IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

6. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or as to the accuracy of the recitals to this Supplemental Indenture.

7. Counterparts. The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement.

8. Headings. The section headings herein are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Indenture to be duly executed as of the date first above written.

CORNERSTONE BUILDING BRANDS, INC.

By: /s/ Alena S. Brenner
Name: Alena S. Brenner
Title: Executive Vice President, General Counsel and Corporate Secretary

NEW SUBSIDIARY GUARANTOR:

METAL COATERS, LLC

By: /s/ Mehling Siracusa
Name: Mehling Siracusa
Title: Vice President, Treasury

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee
ASSOCIATION, as Trustee

By: /s/ Barry D. Somrock
Name: Barry D. Somrock
Title: Vice President

Exhibit 4.13

Twelfth Supplemental Indenture

TWELFTH SUPPLEMENTAL INDENTURE, dated as of July 25, 2022 (this "Supplemental Indenture"), among the Subsidiary listed on Schedule 1 hereto (the "New Subsidiary Guarantor"), Cornerstone Building Brands, Inc., a Delaware corporation (the "Company"), each other then-existing Subsidiary Guarantor under the Indenture referred to below (the "Existing Guarantors" and, together with the New Subsidiary Guarantor, the "Subsidiary Guarantors"), and Wilmington Trust, National Association, as Trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Company, the Existing Guarantors and the Trustee have heretofore become parties to an Indenture, dated as of April 12, 2018 (as supplemented by the First Supplemental Indenture, dated as of April 12, 2018, the Second Supplemental Indenture, dated as of April 12, 2018, the Third Supplemental Indenture, dated as of April 13, 2018, the Fourth Supplemental Indenture, dated as of October 15, 2018, the Fifth Supplemental Indenture, dated as of November 16, 2018, the Sixth Supplemental Indenture, dated as of February 20, 2019, the Seventh Supplemental Indenture, dated as of March 29, 2020, the Eighth Supplemental Indenture, dated as of September 24, 2020, the Ninth Supplemental Indenture, dated as of June 29, 2021, the Tenth Supplemental Indenture, dated as of January 6, 2022 and the Eleventh Supplemental Indenture, dated as of April 22, 2022, and as further amended, supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance of Notes in series;

WHEREAS, Camelot Return Merger Sub, Inc., a Delaware corporation ("Merger Sub") has merged with and into the Company (the "Merger"), with the Company being the surviving entity;

WHEREAS, Article V of the Indenture provides that the Company shall be permitted to merge with or into any Person, provided that the resulting, surviving or transferee Person will be a Person organized and existing under the laws of the United States of America, any State thereof or the District of Columbia;

WHEREAS, Section 501(a)(iv) of the Indenture provides that each Existing Subsidiary Guarantor shall execute and deliver to the Trustee a supplemental indenture or other document or instrument in form reasonably satisfactory to the Trustee, pursuant to which such Existing Subsidiary Guarantor shall confirm its Subsidiary Guarantee;

WHEREAS Section 1308 of the Indenture provides that the Company is required to cause the New Subsidiary Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Subsidiary Guarantor shall guarantee the Company's Subsidiary Guaranteed Obligations under the Notes pursuant to a Subsidiary Guarantee on the terms and conditions set forth herein and in Article XIII of the Indenture;

WHEREAS, the New Subsidiary Guarantor desires to enter into such supplemental indenture for good and valuable consideration, including substantial economic benefit in that the financial performance and condition of such New Subsidiary Guarantor is dependent on the financial performance and condition of the Company, the obligations hereunder of which the New Subsidiary Guarantor has guaranteed, and on the New Subsidiary Guarantor's access to working capital through the Company's access to revolving credit borrowings and term borrowings under the Senior Credit Agreement; and

WHEREAS, pursuant to Section 901 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture to amend the Indenture, without the consent of any Holder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Subsidiary Guarantor, the Company, the Existing Guarantors and the Trustee mutually covenant and agree for the benefit of the Holders of the Notes as follows:

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Affirmation of Guarantee for Existing Subsidiary Guarantors. Each Existing Subsidiary Guarantor hereby confirms its guarantee of the Subsidiary Guaranteed Obligations under the Indenture and the Notes on the terms and subject to the conditions set forth in Article XIII of the Indenture.

3. Agreement to Guarantee for New Subsidiary Guarantor. The New Subsidiary Guarantor hereby agrees, jointly and severally with all other Subsidiary Guarantors and fully and unconditionally, to guarantee the Subsidiary Guaranteed Obligations under the Indenture and the Notes on the terms and subject to the conditions set forth in Article XIII of the Indenture and to be bound by (and shall be entitled to the benefits of) all other applicable provisions of the Indenture as a Subsidiary Guarantor.

4. Termination, Release and Discharge. Each Subsidiary Guarantor's Subsidiary Guarantee shall terminate and be of no further force or effect, and each Subsidiary Guarantor shall be released and discharged from all obligations in respect of such Subsidiary Guarantee, as and when provided in Section 1303 of the Indenture.

5. Parties. Nothing in this Supplemental Indenture is intended or shall be construed to give any Person, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of each Subsidiary Guarantor's Subsidiary Guarantee or any provision contained herein or in Article XIII of the Indenture.

6. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE TRUSTEE, THE COMPANY, ANY OTHER OBLIGOR IN RESPECT OF THE NOTES AND (BY THEIR ACCEPTANCE OF THE NOTES) THE

HOLDERS AGREE TO SUBMIT TO THE JURISDICTION OF ANY UNITED STATES FEDERAL OR STATE COURT LOCATED IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

7. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or as to the accuracy of the recitals to this Supplemental Indenture.

8. Counterparts. The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement.

9. Headings. The section headings herein are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

CORNERSTONE BUILDING BRANDS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer and Treasurer

SUBSIDIARY GUARANTORS:

ALENCO BUILDING PRODUCTS MANAGEMENT, L.L.C.
MANAGEMENT, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ALENCO EXTRUSION GA, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ALENCO HOLDING CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ALENCO INTERESTS, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

ALENCO TRANS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ALENCO WINDOW GA, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ALUMINUM SCRAP RECYCLE, L.L.C

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

AMERICAN SCREEN MANUFACTURERS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

ATRIUM CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ATRIUM EXTRUSION SYSTEMS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ATRIUM INTERMEDIATE HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ATRIUM PARENT, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

AWC ARIZONA, INC.

By: /s/ Shawn K. Poe
Name: Shawn K. Poe
Title: Vice President, Secretary and Treasurer

AWC HOLDING COMPANY

By: /s/ Shawn K. Poe
Name: Shawn K. Poe
Title: Vice President, Secretary and Treasurer

BRIDEN ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

BROCKMEYER ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

CANYON ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

CASCADE WINDOWS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

CENTRIA

By: NCI Group, Inc., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

By: Robertson-Ceco II Corporation, its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

CENTRIA, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

CENTRIA SERVICES GROUP, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

CHAMPION WINDOW, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ENVIRONMENTAL MATERIALS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

ENVIRONMENTAL MATERIALS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ENVIRONMENTAL MATERIALS L.P.

By: Environmental Materials, Inc., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ENVIRONMENTAL STONEWORKS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ENVIRONMENTAL STUCCO LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

FOUNDATION LABS BY PLY GEM, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

GLAZING INDUSTRIES MANAGEMENT, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

GREAT LAKES WINDOW, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

KLEARY MASONRY, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

KROY BUILDING PRODUCTS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

KWPI HOLDINGS CORP.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

MASTIC HOME EXTERIORS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

MW MANUFACTURERS INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

MWM HOLDING, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

NAPCO, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

NEW ALENCO EXTRUSION, LTD.

By: Alenco Extrusion Management, L.L.C., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

NEW ALENCO WINDOW, LTD.

By: Alenco Building Products Management, L.L.C., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

NEW GLAZING INDUSTRIES, LTD.
By: Glazing Industries Management, L.L.C., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

PLY GEM HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

PLY GEM PACIFIC WINDOWS CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

PLY GEM SPECIALTY PRODUCTS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

PRIME WINDOW SYSTEMS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

REEDS METALS OF ALABAMA, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

REEDS METALS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SCHUYLKILL STONE, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

SILVER LINE BUILDING PRODUCTS LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SIMEX, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SIMONTON BUILDING PRODUCTS LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SIMONTON INDUSTRIES, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

SIMONTON WINDOWS & DOORS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SIMONTON WINDOWS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

ST. CROIX ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

STEELBUILDING.COM, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

TALUS SYSTEMS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

THERMAL INDUSTRIES, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

UCC INTERMEDIATE HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

UNION CORRUGATING COMPANY

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

SUBSIDIARY GUARANTORS (cont'd):

UNION CORRUGATING COMPANY HOLDINGS, INC.
HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

VAN WELL ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

VARIFORM, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

WINDOW PRODUCTS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

NEW SUBSIDIARY GUARANTOR:

CAMELOT RETURN FINCO SUB, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Barry D. Somrock
Name: Barry D. Somrock
Title: Vice President

SCHEDULE 1

	New Subsidiary Guarantor	**Jurisdiction of Organization**
1	Camelot Return Finco Sub, LLC	Delaware

Exhibit 4.14

Thirteenth Supplemental Indenture

THIRTEENTH SUPPLEMENTAL INDENTURE, dated as of December 21, 2022 (this "Supplemental Indenture"), among Cornerstone Building Brands Services, Inc., a Delaware corporation (the "Subsidiary Guarantor"), Cornerstone Building Brands, Inc., a Delaware corporation (the "Company"), and Wilmington Trust, National Association, as Trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Company, each then-existing Subsidiary Guarantor from time to time party to the Indenture referred to below (the "Existing Guarantors") and the Trustee have heretofore become parties to an Indenture, dated as of April 12, 2018 (as supplemented by the First Supplemental Indenture, dated as of April 12, 2018, the Second Supplemental Indenture, dated as of April 12, 2018, the Third Supplemental Indenture, dated as of April 13, 2018, the Fourth Supplemental Indenture, dated as of October 15, 2018, the Fifth Supplemental Indenture, dated as of November 16, 2018, the Sixth Supplemental Indenture, dated as of February 20, 2019, the Seventh Supplemental Indenture, dated as of March 29, 2020, the Eighth Supplemental Indenture, dated as of September 24, 2020, the Ninth Supplemental Indenture, dated as of June 29, 2021, the Tenth Supplemental Indenture, dated as of January 6, 2022, the Eleventh Supplemental Indenture, dated as of April 22, 2022, and the Twelfth Supplemental Indenture, dated as of July 25, 2022, and as further amended, supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance of Notes in series;

WHEREAS, Section 1308 of the Indenture provides that the Company is required to cause the Subsidiary Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the Subsidiary Guarantor shall guarantee the Company's Subsidiary Guaranteed Obligations under the Notes pursuant to a Subsidiary Guarantee on the terms and conditions set forth herein and in Article XIII of the Indenture;

WHEREAS, the Subsidiary Guarantor desires to enter into such supplemental indenture for good and valuable consideration, including substantial economic benefit in that the financial performance and condition of the Subsidiary Guarantor is dependent on the financial performance and condition of the Company, the obligations hereunder of which the Subsidiary Guarantor has guaranteed, and on the Subsidiary Guarantor's access to working capital through the Company's access to revolving credit borrowings and term borrowings under the Senior Credit Agreements; and

WHEREAS, pursuant to Section 901 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture to amend the Indenture, without the consent of any Holder.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Subsidiary Guarantor, the Company, the Existing Guarantors and the Trustee mutually covenant and agree for the benefit of the Holders of the Notes as follows:

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee. The Subsidiary Guarantor hereby agrees, jointly and severally with all other Subsidiary Guarantors and fully and unconditionally, to guarantee the Subsidiary Guaranteed Obligations under the Indenture and the Notes on the terms and subject to the conditions set forth in Article XIII of the Indenture and to be bound by (and shall be entitled to the benefits of) all other applicable provisions of the Indenture as a Subsidiary Guarantor.

3. Termination, Release and Discharge. The Subsidiary Guarantor's Subsidiary Guarantee shall terminate and be of no further force or effect, and the Subsidiary Guarantor shall be released and discharged from all obligations in respect of such Subsidiary Guarantee, as and when provided in Section 1303 of the Indenture.

4. Parties. Nothing in this Supplemental Indenture is intended or shall be construed to give any Person, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of the Subsidiary Guarantor's Subsidiary Guarantee or any provision contained herein or in Article XIII of the Indenture.

5. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE TRUSTEE, THE COMPANY, ANY OTHER OBLIGOR IN RESPECT OF THE NOTES AND (BY THEIR ACCEPTANCE OF THE NOTES) THE HOLDERS AGREE TO SUBMIT TO THE JURISDICTION OF ANY UNITED STATES FEDERAL OR STATE COURT LOCATED IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

6. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or as to the accuracy of the recitals to this Supplemental Indenture.

7. Counterparts. The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement.

8. Headings. The section headings herein are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Indenture to be duly executed as of the date first above written.

CORNERSTONE BUILDING BRANDS SERVICES, INC.,
as Subsidiary Guarantor

By: /s/ Mehling Siracusa
Name: Mehling Siracusa
Title: Vice President, Treasury

CORNERSTONE BUILDING BRANDS, INC.

By: /s/ Mehling Siracusa
Name: Mehling Siracusa
Title: Authorized Officer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: /s/ Barry D. Somrock
Name: Barry D. Somrock
Title: Vice President

Exhibit 4.18

Third Supplemental Indenture

SUPPLEMENTAL INDENTURE, dated as of December 21, 2022 (this "Supplemental Indenture"), among Cornerstone Building Brands Services, Inc., a Delaware corporation (the "Subsidiary Guarantor"), Cornerstone Building Brands, Inc., a Delaware corporation (the "Company"), Wilmington Trust, National Association, as Trustee under the Indenture referred to below (the "Trustee") and Wilmington Trust, National Association, as Note Collateral Agent under the Indenture referred to below (the "Note Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Company, each then-existing Guarantor from time to time party to the Indenture referred to below (the "Existing Guarantors"), the Trustee and the Note Collateral Agent have heretofore become parties to a Secured Notes Indenture, dated as of July 25, 2022 (as supplemented by the First Supplemental Indenture, dated as of July 25, 2022, and the Second Supplemental Indenture, dated as of July 25, 2022, and as further amended, supplemented, waived or otherwise modified, the "Indenture"), providing for the issuance of Notes in series;

WHEREAS, Section 1308 of the Indenture provides that the Company is required to cause the Subsidiary Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the Subsidiary Guarantor shall guarantee the Company's Subsidiary Guaranteed Obligations under the Notes pursuant to a Subsidiary Guarantee on the terms and conditions set forth herein and in Article XIII of the Indenture;

WHEREAS, the Subsidiary Guarantor desires to enter into such supplemental indenture for good and valuable consideration, including substantial economic benefit in that the financial performance and condition of the Subsidiary Guarantor is dependent on the financial performance and condition of the Company, the obligations hereunder of which the Subsidiary Guarantor has guaranteed, and on the Subsidiary Guarantor's access to working capital through the Company's access to revolving credit borrowings and term borrowings under the Senior Credit Agreements; and

WHEREAS, pursuant to Section 901 of the Indenture, the parties hereto are authorized to execute and deliver this Supplemental Indenture to amend the Indenture, without the consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Subsidiary Guarantor, the Company, the Existing Guarantors, the Trustee and the Note Collateral Agent mutually covenant and agree for the benefit of the Holders of the Notes as follows:

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental

Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee. The Subsidiary Guarantor hereby agrees, jointly and severally with all other Subsidiary Guarantors and fully and unconditionally, to guarantee the Subsidiary Guaranteed Obligations under the Indenture and the Notes on the terms and subject to the conditions set forth in Article XIII of the Indenture and to be bound by (and shall be entitled to the benefits of) all other applicable provisions of the Indenture as a Subsidiary Guarantor.

3. Termination, Release and Discharge. The Subsidiary Guarantor's Subsidiary Guarantee shall terminate and be of no further force or effect, and the Subsidiary Guarantor shall be released and discharged from all obligations in respect of such Subsidiary Guarantee, as and when provided in Section 1303 of the Indenture.

4. Parties. Nothing in this Supplemental Indenture is intended or shall be construed to give any Person, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of the Subsidiary Guarantor's Subsidiary Guarantee or any provision contained herein or in Article XIII of the Indenture.

5. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE TRUSTEE, THE COMPANY, ANY OTHER OBLIGOR IN RESPECT OF THE NOTES AND (BY THEIR ACCEPTANCE OF THE NOTES) THE HOLDERS AGREE TO SUBMIT TO THE JURISDICTION OF ANY UNITED STATES FEDERAL OR STATE COURT LOCATED IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

6. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Neither the Trustee nor the Note Collateral Agent makes any representation or warranty as to the validity or sufficiency of this Supplemental Indenture or as to the accuracy of the recitals to this Supplemental Indenture.

7. Counterparts. The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, all of which together shall constitute one and the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, PDF or other electronic transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, PDF or other electronic methods shall be deemed to be their original signatures for all purposes.

8. Headings. The section headings herein are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

CORNERSTONE BUILDING BRANDS SERVICES, INC.,
as Subsidiary Guarantor

By: /s/ Mehling Siracusa
Name: Mehling Siracusa
Title: Vice President, Treasury

CORNERSTONE BUILDING BRANDS, INC.

By: /s/ Mehling Siracusa
Name: Mehling Siracusa
Title: Authorized Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Barry D. Somrock
Name: Barry D. Somrock
Title: Vice President

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Note Collateral Agent

By: /s/ Barry D. Somrock
Name: Barry D. Somrock
Title: Vice President

Exhibit 4.19

NOTES COLLATERAL AGREEMENT

made by

CORNERSTONE BUILDING BRANDS, INC.,

CAMELOT RETURN INTERMEDIATE HOLDINGS, LLC

and certain Domestic Subsidiaries of the Company,

in favor of

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Note Collateral Agent and Trustee

dated as of July 25, 2022

NOTES COLLATERAL AGREEMENT

NOTES COLLATERAL AGREEMENT, dated as of July 25, 2022, made by CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (as further defined in the Indenture, the "Company"), CAMELOT RETURN INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (as further defined in the Indenture, "Holdings"), and certain Domestic Subsidiaries of the Company from time to time party hereto, in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as note collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Note Collateral Agent") for the Secured Parties (as defined below) and trustee (the "Trustee") on behalf of the Holders (as defined in the Indenture described below).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Indenture, dated as of the date hereof (as amended by the First Supplemental Indenture, dated as of the date hereof, the Second Supplemental Indenture, dated as of the date hereof, and as the same may be further amended, supplemented or otherwise modified from time to time, the "Indenture"), among the Company, the Guarantors from time to time party thereto and Wilmington Trust, National Association, as trustee (in such capacity, and together with its successors and assigns in such capacity, the "Trustee") on behalf of the Holders (as defined in the Indenture) and as Note Collateral Agent, the Company is issuing $710.0 million aggregate principal amount of 8.750% senior secured notes due 2028, and may in the future issue Additional Notes (as defined therein), upon the terms and subject to the conditions set forth therein;

WHEREAS, the Company is a member of an affiliated group of companies that includes the other Granting Parties (as defined below);

WHEREAS, the proceeds of the issuance of the Notes will be used in part to enable the Company to make valuable transfers to one or more of the other Granting Parties in connection with the operation of their respective businesses;

WHEREAS, the Company and the other Granting Parties are engaged in related businesses, and each such Granting Party will derive substantial direct and indirect benefit from the issuance of the Notes;

WHEREAS, it is a condition to the issuance and purchase of the Notes on the date hereof that the Company execute and deliver this Agreement to the Note Collateral Agent and the Trustee for the benefit of the Secured Parties;

WHEREAS, pursuant to that certain Cash Flow Credit Agreement, dated as of April 12, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under, such agreement or successor agreements, the "Senior Cash Flow Agreement"), among the Company, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as collateral agent and as administrative agent (in such capacities, the "Senior Cash Flow Agent"), and the other parties party thereto, the lenders party thereto have severally agreed to make extensions of credit to the Borrower (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Cash Flow Guarantee and Collateral Agreement, dated as of April 12, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Cash Flow Collateral Agreement"), among the Company, Holdings, the Subsidiary Guarantors (as defined in the Senior Cash Flow Agreement) (collectively, the "Cash Flow Granting Parties") and the Senior Cash Flow Agent, the Cash Flow Granting Parties have granted a first priority Lien (as defined in the Senior Cash Flow Agreement) to the Senior Cash Flow Agent for the benefit of the Cash Flow Secured Parties (as defined herein) on the Cash Flow Priority Collateral (as defined herein) and a second priority Lien for the benefit of the Cash Flow Secured Parties on the ABL Priority Collateral (as defined herein) (subject in each case to Permitted Liens (as defined in the Senior Cash Flow Agreement));

WHEREAS, pursuant to that certain ABL Credit Agreement, dated as of April 12, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under, such agreement or successor agreements, the "Senior ABL Agreement"), among the Company, the U.S. Subsidiary Borrowers (as defined therein), the Canadian Borrowers (as defined therein), UBS AG, Stamford Branch, as collateral agent and as administrative agent (in such capacities, the "Senior ABL Agent"), and the other parties party thereto, the lenders party thereto have severally agreed to make extensions of credit to the Borrowers (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain ABL U.S. Guarantee and Collateral Agreement, dated as of April 12, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "ABL Collateral Agreement"), among the Company, the U.S. Subsidiary Borrowers (as defined in the Senior ABL Agreement), Holdings, the U.S. Subsidiary Guarantors (as defined in the Senior ABL Agreement) (collectively, the "ABL Granting Parties") and the Senior ABL Agent, the ABL Granting Parties have granted a first priority Lien (as defined in the Senior ABL Agreement) to the Senior ABL Agent for the benefit of the ABL Secured Parties (as defined herein) on the ABL Priority Collateral and a second priority Lien for the benefit of the ABL Secured Parties on the Cash Flow Priority Collateral (subject in each case to Permitted Liens (as defined in the Senior ABL Agreement));

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under, such agreement or successor agreements, the "Senior Term Loan Agreement"), among the Company, the lenders from time to time party thereto, Deutsche Bank AG New York Branch, as collateral agent and as administrative agent (in such capacities, the "Senior Term Loan Agent"), and the other parties party thereto, the lenders party thereto have severally agreed to make extensions of credit to the Borrower (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Term Loan Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Term Loan Collateral Agreement"), among the Company, Holdings, the Subsidiary Guarantors (as defined in the Senior Term Loan Agreement) (collectively, the "Term Loan Granting Parties") and the Senior Term Loan Agent, the Term

Loan Granting Parties have granted a first priority Lien (as defined in the Senior Term Loan Agreement) to the Senior Term Loan Agent for the benefit of the Term Loan Secured Parties (as defined herein) on the Cash Flow Priority Collateral and a second priority Lien for the benefit of the Term Loan Secured Parties on the ABL Priority Collateral (subject in each case to Permitted Liens (as defined in the Senior Term Loan Agreement));

WHEREAS, pursuant to that certain Additional Indebtedness Joinder, dated as of the date hereof, the Note Collateral Agent, for itself and on behalf of the Holders of the Notes, and the Senior Term Loan Agent, for itself and on behalf of the Term Loan Secured Parties, have agreed to be bound by the terms and provisions of that certain Intercreditor Agreement, dated as of April 12, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time (subject to Subsection 9.1), the "Base Intercreditor Agreement"), among the Senior ABL Agent and the Senior Cash Flow Agent, and acknowledged by the Company, Holdings and each other Granting Party; and

WHEREAS, the Note Collateral Agent and/or one or more Additional Agents may in the future enter into a Junior Lien Intercreditor Agreement substantially in the form attached to the Indenture as Exhibit H, and acknowledged by the Company and the other Granting Parties (as amended, restated, supplemented, waived or otherwise modified from time to time (subject to Subsection 9.1), the "Junior Lien Intercreditor Agreement"), and one or more Other Intercreditor Agreements or Intercreditor Agreement Supplements.

NOW, THEREFORE, in consideration of the premises and to induce the Trustee and the Note Collateral Agent to enter into the Indenture and to induce the Holders to purchase the Notes to be issued on the date hereof, each Grantor hereby agrees with the Trustee and the Note Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1

Defined Terms

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Indenture and used herein shall have the meanings given to them in the Indenture, and the following terms that are defined in the Code (as defined below and in effect on the date hereof) are used herein as so defined: Cash Proceeds, Chattel Paper, Commercial Tort Claims, Documents, Electronic Chattel Paper, Equipment, Farm Products, Fixtures, General Intangibles, Goods, Letter-of-Credit Rights, Money, Promissory Notes, Records, Securities, Securities Accounts and Supporting Obligations.

(b) The following terms shall have the following meanings:

"ABL Agent": as defined in the recitals hereto and as further defined in the Indenture.

"ABL Collateral Agreement": as defined in the recitals hereto.

"ABL Collateral Obligations": as defined in the Base Intercreditor Agreement.

"ABL Granting Parties": as defined in the recitals hereto.

"ABL Obligations": as defined in the Base Intercreditor Agreement.

"ABL Priority Collateral": as defined in the Base Intercreditor Agreement.

"ABL Secured Parties": the "Secured Parties" as defined in the ABL Collateral Agreement.

"Accounts": all accounts (as defined in the Code) of each Grantor, whether now existing or existing in the future, including all (a) Accounts Receivable of such Grantor, (b) all unpaid rights of such Grantor (including rescission, replevin, reclamation and stopping in transit) relating to the foregoing or arising therefrom, (c) all rights to any goods represented by any of the foregoing, including returned or repossessed goods, (d) all reserves and credit balances held by such Grantor with respect to any such accounts receivable of any Grantor, (e) all letters of credit, guarantees or collateral for any of the foregoing and (f) all insurance policies or rights relating to any of the foregoing.

"Accounts Receivable": any right to payment, whether or not earned by performance, for goods sold, leased, licensed, assigned or otherwise disposed, or for services rendered or to be rendered, which is not evidenced by an instrument (as defined in the Code) or Chattel Paper.

"Additional ABL Agent": as defined in the Base Intercreditor Agreement.

"Additional ABL Collateral Documents": as defined in the Base Intercreditor Agreement.

"Additional ABL Credit Facilities": as defined in the Base Intercreditor Agreement.

"Additional ABL Obligations": as defined in the Base Intercreditor Agreement.

"Additional Agent": as defined in the Base Intercreditor Agreement.

"Additional Cash Flow Agent": as defined in the Base Intercreditor Agreement.

"Additional Cash Flow Collateral Documents": as defined in the Base Intercreditor Agreement.

"Additional Cash Flow Obligations": as defined in the Base Intercreditor Agreement.

"Additional Cash Flow Secured Parties": as defined in the Base Intercreditor Agreement.

"Additional Credit Facilities": as defined in the Base Intercreditor Agreement.

"Agreement": this Notes Collateral Agreement, as the same may be amended, supplemented, waived or otherwise modified from time to time.

"Applicable Law": as defined in Subsection 9.8.

"Bank Products Agreement": any agreement pursuant to which a bank or other financial institution or other Person agrees to provide (a) treasury services, (b) credit card, debit card, merchant card, purchasing card, stored value card, non-card electronic payable or other similar services (including the processing of payments and other administrative services with respect thereto), (c) cash management or related services (including controlled disbursements, automated clearinghouse transactions, return items, netting, overdrafts, depository, lockbox, stop payment, electronic funds transfer, information reporting, wire transfer and interstate depository network services) and (d) other banking, financial or treasury products or services as may be requested by any Grantor (other than letters of credit and other than loans and advances except indebtedness arising from services described in clauses (a) through (c) of this definition), including, for the avoidance of doubt, bank guarantees.

"Bank Products Provider": any Person that has entered into a Bank Products Agreement with a Grantor with the obligations of such Grantor thereunder being secured by one or more Note Documents, as designated by the Company in accordance with Subsection 8.4 (provided that no Person shall, with respect to any Bank Products Agreement, be at any time a Bank Products Provider with respect to more than one Credit Facility).

"Bankruptcy Case": (i) Holdings, the Company or any of its Subsidiaries commencing any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Holdings, the Company or any of its Subsidiaries making a general assignment for the benefit of its creditors; or (ii) there being commenced against Holdings, the Company or any of its Subsidiaries any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days.

"Base Intercreditor Agreement": as defined in the recitals hereto.

"Blocked Account": as defined in the Senior ABL Agreement.

"Cash Flow Collateral Agreement": as defined in the recitals hereto.

"Cash Flow Collateral Obligations": as defined in the Base Intercreditor Agreement.

"Cash Flow Granting Parties": as defined in the recitals hereto.

"Cash Flow Obligations": as defined in the Base Intercreditor Agreement.

"Cash Flow Priority Collateral": as defined in the Base Intercreditor Agreement.

"Cash Flow Secured Parties": the "Secured Parties" as defined in the Cash Flow Collateral Agreement.

"CFTC": the Commodity Futures Trading Commission or any successor to the Commodity Futures Trading Commission.

"Code": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral": as defined in Section 3; provided that, for purposes of Section 8, "Collateral" shall have the meaning assigned to such term in the Indenture.

"Collateral Account Bank": a bank which at all times is the Note Collateral Agent or a Holder or an affiliate thereof as selected by the relevant Grantor and consented to in writing by the Note Collateral Agent (such consent not to be unreasonably withheld or delayed).

"Collateral Proceeds Account": a non-interest bearing cash collateral account established and maintained by the relevant Grantor at an office of the Collateral Account Bank in the name, and in the sole dominion and control of, the Note Collateral Agent for the benefit of the Secured Parties.

"Collateral Representative": (i) if the Base Intercreditor Agreement is then in effect, the ABL Collateral Representative (as defined therein, with respect to ABL Priority Collateral) and the Cash Flow Collateral Representative (as defined therein, with respect to Cash Flow Priority Collateral), (ii) if any Junior Lien Intercreditor Agreement is then in effect, the Senior Priority Representative (as defined therein) and (iii) if any Other Intercreditor Agreement is then in effect, the Person acting as representative for the Note Collateral Agent and the Secured Parties thereunder for the applicable purpose contemplated by this Agreement and the Indenture.

"Commercial Tort Action": any action, other than an action primarily seeking declaratory or injunctive relief with respect to claims asserted or expected to be asserted by Persons other than the Grantors, that is commenced by a Grantor in the courts of the United States of America, any state or territory thereof or any political subdivision of any such state or territory, in which any Grantor seeks damages arising out of torts committed against it that would reasonably be expected to result in a damage award to it exceeding $15,000,000.

"Commodity Exchange Act": the Commodity Exchange Act, as in effect from time to time, or any successor statute.

"Company": as defined in the preamble hereto.

"Company Obligations": with respect to the Company, the collective reference to all obligations and liabilities of the Company in respect of the unpaid principal of, premium on, if any, and interest on (including interest and fees accruing after the maturity of the Notes, and interest and fees accruing after (or that would accrue but for) the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Company, whether or not a claim for post-filing or post-petition interest or fees is allowed in such proceeding) the Notes, and all other obligations and liabilities of the Company to the Secured Parties, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Indenture, the Notes, the other Note Documents, any Hedging Agreement entered into with any

Hedging Provider, any Bank Products Agreement entered into with any Bank Products Provider, any Guarantee of Holdings, the Company or any of its Subsidiaries as to which any Secured Party is a beneficiary (including any Management Guarantee entered into with any Management Credit Provider) or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, amounts payable in connection with any such Bank Products Agreement or a termination of any transaction entered into pursuant to any such Hedging Agreement, fees, indemnities, costs, expenses or otherwise (including all reasonable fees, expenses and disbursements of counsel to the Trustee, the Note Collateral Agent or any other Secured Party that are required to be paid by the Company pursuant to the terms of the Indenture or any other Note Document). With respect to any Grantor, if and to the extent, under the Commodity Exchange Act or any rule, regulation or order of the CFTC (or the application or official interpretation of any thereof), all or a portion of the guarantee of such Grantor of, or the grant by such Grantor of a security interest for, the obligation (the "Excluded Company Obligation") to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act (or the analogous term or section in any amended or successor statute) is or becomes illegal, the Company Obligations guaranteed by such Grantor shall not include any such Excluded Company Obligation.

"Concentration Account": as defined in the Senior ABL Agreement.

"Contracts": with respect to any Grantor, all contracts, agreements, instruments and indentures in any form and portions thereof, to which such Grantor is a party or under which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, restated, supplemented, waived or otherwise modified, and all rights of such Grantor thereunder, including (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder.

"Contractual Obligation": as to any Person, any provision of any material security issued by such Person or of any material agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Copyright Licenses": with respect to any Grantor, all United States written license agreements of such Grantor providing for the grant by or to such Grantor of any right under any United States copyright of such Grantor, other than agreements with any Person who is an Affiliate or a Subsidiary of the Company or such Grantor, including any such license agreements that are material to the business of the Company and its Restricted Subsidiaries, taken as a whole, and are listed on Schedule 5, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Copyrights": with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States copyrights, whether or not the underlying works of authorship have been published or registered, all United States copyright registrations and copyright applications, including any copyright registrations and copyright applications listed on Schedule 5, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses entered

into in connection therewith, and damages and payments for past or future infringements thereof and (iii) the right to sue or otherwise recover for past, present and future infringements and misappropriations thereof.

"Core Concentration Account": as defined in the Senior ABL Agreement.

"Credit Facility": as defined in the Base Intercreditor Agreement.

"DDA": as defined in the Senior ABL Agreement.

"Discharge of ABL Obligations": as defined in the Base Intercreditor Agreement.

"Discharge of ABL Collateral Obligations": as defined in the Base Intercreditor Agreement.

"Discharge of Additional ABL Obligations": as defined in the Base Intercreditor Agreement.

"Discharge of Additional Cash Flow Obligations": as defined in the Base Intercreditor Agreement.

"Discharge of Cash Flow Collateral Obligations": as defined in the Base Intercreditor Agreement.

"Discharge of Cash Flow Obligations": as defined in the Base Intercreditor Agreement.

"Excluded Assets": as defined in Subsection 3.3.

"Excluded Company Obligation": as defined in the definition of "Company Obligation".

"Excluded Obligation": as defined in the definition of "Grantor Obligations".

"Excluded Subsidiary": any Subsidiary of the Company that is (i) not a Wholly Owned Domestic Subsidiary, (ii) not a Grantor (as defined in the Cash Flow Collateral Agreement) or (iii) designated as an "Excluded Subsidiary" under the Senior Cash Flow Agreement.

"first priority": with respect to any Lien purported to be created by this Agreement, that such Lien is the most senior Lien to which such Collateral is subject (subject to Permitted Liens and other Liens permitted by the Indenture).

"Foreign Intellectual Property": any right, title or interest in or to any copyrights, copyright licenses, patents, patent applications, patent licenses, trade secrets, trade secret licenses, trademarks, service marks, trademark and service mark applications, trade names, trade dress, trademark licenses, technology, know-how and processes or any other intellectual property governed by or arising or existing under, pursuant to or by virtue of the laws of any jurisdiction other than the United States of America or any state thereof.

"General Fund Account": the general fund account of the relevant Grantor established at the same office of the Collateral Account Bank as the Collateral Proceeds Account.

"Granting Parties": (x) Holdings (unless and until Holdings is released from all of its obligations hereunder pursuant to Section 1411 of the Indenture), (y) the Company and (z) the Subsidiary Guarantors.

"Grantor": (x) Holdings (unless and until Holdings is released from all of its obligations hereunder pursuant to Section 1411 of the Indenture), (y) the Company and (z) the Subsidiary Guarantors.

"Grantor Obligations": with respect to any Grantor (other than the Company), the collective reference to (i) the Company Obligations guaranteed by such Grantor pursuant to either Section 1301 or Section 1401 of the Indenture and (ii) all obligations and liabilities of such Grantor that may arise under or in connection with this Agreement or any other Note Document to which such Grantor is a party, any Hedging Agreement entered into with any Hedging Provider, any Bank Products Agreement entered into with any Bank Products Provider, any Guarantee of Holdings, the Company or any of its Subsidiaries as to which any Secured Party is a beneficiary (including any Management Guarantee entered into with any Management Credit Provider) or any other document made, delivered or given in connection therewith, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including all reasonable fees and disbursements of counsel to the Trustee, the Note Collateral Agent or any other Secured Party that are required to be paid by the Company pursuant to the terms of this Agreement or any other Note Document, and interest and fees accruing after (or that would accrue but for) the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to such Grantor, whether or not a claim for post-filing or post-petition interest or fees is allowed in such proceeding). With respect to any Grantor, if and to the extent, under the Commodity Exchange Act or any rule, regulation or order of the CFTC (or the application or official interpretation of any thereof), all or a portion of the guarantee of such Grantor of, or the grant by such Grantor of a security interest for, the obligation (together with the Excluded Company Obligation, the "Excluded Obligation") to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act (or the analogous term or section in any amended or successor statute) is or becomes illegal, the Grantor Obligations of such Grantor shall not include any such Excluded Obligation.

"Hedging Agreement": any Interest Rate Agreement, Commodities Agreement, Currency Agreement or any other credit or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity, credit or equity values or creditworthiness (including any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Hedging Provider": any Person that has entered into a Hedging Agreement with a Grantor with the obligations of such Grantor thereunder being secured by one or more Note Documents, as designated by the Company in accordance with Subsection 8.4 (provided that no

Person shall, with respect to any Hedging Agreement, be at any time a Hedging Provider with respect to more than one Credit Facility).

"Holdings": as defined in the preamble hereto.

"Indenture": as defined in the recitals hereto.

"Instruments": as defined in Article 9 of the Code but excluding Pledged Securities.

"Intellectual Property": with respect to any Grantor, the collective reference to such Grantor's Copyrights, Copyright Licenses, Patents, Patent Licenses, Trade Secrets, Trade Secret Licenses, Trademarks and Trademark Licenses.

"Intercompany Note": with respect to any Grantor, any promissory note in a principal amount in excess of $15,000,000 evidencing loans made by such Grantor to the Company or any of its Restricted Subsidiaries (other than to Special Purpose Subsidiaries to the extent the applicable documentation for a Special Purpose Financing does not permit such Intercompany Note to be pledged under this Agreement).

"Intercreditor Agreements": (a) the Base Intercreditor Agreement, (b) any Junior Lien Intercreditor Agreement and (c) any other intercreditor agreement that may be entered into in the future by the Note Collateral Agent in accordance with the Indenture and one or more Additional Agents and acknowledged by the Company and the other Granting Parties (an "Other Intercreditor Agreement") (each such Intercreditor Agreement as amended, restated, supplemented, waived or otherwise modified from time to time (subject to Subsection 9.1)) (in each case, upon and during the effectiveness thereof).

"Inventory": with respect to any Grantor, all inventory (as defined in the Code) of such Grantor, including all Inventory (as defined in the Indenture) of such Grantor.

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-102(a)(49) of the Code (as in effect on the date hereof) (other than (a) Capital Stock (including for these purposes any investment deemed to be Capital Stock for United States tax purposes) of any Foreign Subsidiary in excess of 65% of any series of such Capital Stock and (b) any Capital Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Securities.

"Issuers": the collective reference to issuers of Pledged Stock, including (as of the Closing Date) the Persons identified on Schedule 2 as the issuers of Pledged Stock.

"Junior Lien Intercreditor Agreement": as defined in the recitals hereto.

"Management Credit Provider": any Person that is a beneficiary of a Management Guarantee, with the obligations of the applicable Grantor thereunder being secured by one or more Note Documents, as designated by the Company in accordance with Subsection 8.4 (provided that no Person shall, with respect to any Management Guarantee, be at any time a Management Credit Provider with respect to more than one Credit Facility).

"Material Adverse Effect": a material adverse effect on the business, operations, property or condition (financial or otherwise) of the Company and its Subsidiaries taken as a whole.

"Mortgage Property": the collective reference to the real properties owned by the Grantors described on Schedule 8.

"Mortgages": each of the mortgages and deeds of trust, if any, executed and delivered by a Grantor to the Note Collateral Agent, as the same may be amended, supplemented or otherwise modified from time to time.

"Note Collateral Agent": as defined in the preamble hereto.

"Note Documents": the collective reference to the Indenture, the Notes, this Agreement and the other Note Security Documents, as the same may be amended, supplemented, waived, modified, replaced and/or refinanced from time to time in accordance with the terms hereof and Article IX of the Indenture.

"Non-Holder Secured Parties": the collective reference to all Bank Products Providers, Hedging Providers, Management Credit Providers and their respective successors, assigns and transferees, in their respective capacities as such.

"Obligations": (i) in the case of the Company, its Company Obligations and (ii) in the case of each Grantor, its Grantor Obligations.

"Other Intercreditor Agreement": as defined in the definition of "Intercreditor Agreements".

"Patent Licenses": with respect to any Grantor, all United States written license agreements of such Grantor providing for the grant by or to such Grantor of any right under any United States patent, patent application, or patentable invention other than agreements with any Person who is an Affiliate or a Subsidiary of the Company or such Grantor, including any such license agreements that are material to the business of the Company and its Restricted Subsidiaries, taken as a whole, and are listed on Schedule 5, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Patents": with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States patents, patent applications and patentable inventions and all reissues and extensions thereof, including all patents and patent applications identified in Schedule 5, and including (i) all inventions and improvements described and claimed therein, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

"Pledged Collateral": as to any Pledgor other than Holdings, the Pledged Securities, and as to Holdings, the Pledged Stock, in all cases, now owned or at any time hereafter acquired by such Pledgor, and any Proceeds thereof.

"Pledged Notes": with respect to any Pledgor other than Holdings, all Intercompany Notes at any time issued to, or held or owned by, such Pledgor.

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": with respect to any Pledgor other than Holdings, the shares of Capital Stock listed on Schedule 2 as held by such Pledgor, together with any other shares of Capital Stock of any Subsidiary of such Pledgor required to be pledged by such Pledgor pursuant to Section 1503 of the Indenture, as well as any other shares, stock certificates, options or rights of any nature whatsoever in respect of any Capital Stock of any Issuer that may be issued or granted to, or held by, such Pledgor while this Agreement is in effect and, with respect to Holdings, the shares of Capital Stock of the Company, as well as any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of the Company that may be issued or granted to, or held by, Holdings while this Agreement is in effect, in each case, unless and until such time as the respective pledge of such Capital Stock under this Agreement is released in accordance with the terms hereof and of the Indenture; provided that in no event shall there be pledged, nor shall any Pledgor be required to pledge, directly or indirectly, (i) more than 65% of any series of the outstanding Capital Stock (including for these purposes any investment deemed to be Capital Stock for U.S. tax purposes) of any Foreign Subsidiary, (ii) any Capital Stock of a Subsidiary of any Foreign Subsidiary, (iii) de minimis shares of a Foreign Subsidiary held by any Pledgor as a nominee or in a similar capacity, (iv) any Capital Stock of any not-for-profit Subsidiary, (v) any Capital Stock of any Excluded Subsidiary (other than, but without limiting clause (i) above, a Subsidiary described in clause (d) of the definition thereof in the Senior Cash Flow Agreement) and (vi) without duplication, any Excluded Assets.

"Pledgor": (x) Holdings (solely with respect to the Pledged Stock held by Holdings in the Company) (unless and until Holdings is released from all of its obligations hereunder pursuant to Section 1411 of the Indenture), (y) the Company (with respect to Pledged Securities held by the Company and all other Pledged Collateral of the Company) and (z) each other Granting Party (with respect to Pledged Securities held by such Granting Party and all other Pledged Collateral of such Granting Party).

"Proceeds": all "proceeds" as such term is defined in Section 9-102(a)(64) of the Code (as in effect on the date hereof) and, in any event, Proceeds of Pledged Securities shall include all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

"Requirement of Law": as to any Person, the certificate of incorporation and bylaws or other organizational or governing documents of such Person, and any law, statute, ordinance, code, decree, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its material property or to which such Person or any of its material property is subject, including

laws, ordinances and regulations pertaining to zoning, occupancy and subdivision of real properties; provided that the foregoing shall not apply to any non-binding recommendation of any Governmental Authority.

"Restrictive Agreements": as defined in Subsection 3.3(a).

"Secured Parties": the collective reference to (i) the Trustee and the Note Collateral Agent, (ii) the Holders, (iii) the Non-Holder Secured Parties and (iv) the respective successors and assigns and the permitted transferees and endorsees of each of the foregoing.

"Security Collateral": with respect to any Granting Party, collectively, the Collateral (if any) and the Pledged Collateral (if any) of such Granting Party.

"Senior ABL Agreement": as defined in the recitals hereto.

"Senior Cash Flow Agent": as defined in the recitals hereto.

"Senior Cash Flow Agreement": as defined in the recitals hereto.

"Senior Term Loan Agreement": as defined in the recitals hereto.

"Specified Asset": as defined in Subsection 4.2.2.

"Term Loan Agent": as defined in the recitals hereto.

"Term Loan Collateral Agreement": as defined in the recitals hereto.

"Term Loan Granting Parties": as defined in the recitals hereto.

"Term Loan Secured Parties": the "Secured Parties" as defined in the Term Loan Collateral Agreement.

"Trade Secret Licenses": with respect to any Grantor, all United States written license agreements of such Grantor providing for the grant by or to such Grantor of any right under any United States trade secrets, including know-how, processes, formulae, compositions, designs, and confidential business and technical information, and all rights of any kind whatsoever accruing thereunder or pertaining thereto, other than agreements with any Person who is an Affiliate or a Subsidiary of the Company or such Grantor, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Trade Secrets": with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States trade secrets, including know-how, processes, formulae, compositions, designs, and confidential business and technical information, and all rights of any kind whatsoever accruing thereunder or pertaining thereto, including (i) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses, non-disclosure agreements and memoranda of understanding entered into in connection therewith, and damages and payments for past or future misappropriations thereof, and (ii) the right to sue or otherwise recover for past, present or future misappropriations thereof.

"Trademark Licenses": with respect to any Grantor, all United States written license agreements of such Grantor providing for the grant by or to such Grantor of any right under any United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, other than agreements with any Person who is an Affiliate or a Subsidiary of the Company or such Grantor, including any such license agreements that are material to the business of the Company and its Restricted Subsidiaries, taken as a whole, and are listed on Schedule 5, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Trademarks": with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant or enforcement of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor's rights therein or in the resulting registration), and any renewals thereof, including each registration and application identified in Schedule 5, and including (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

"Trustee": as defined in the preamble hereto.

"Vehicles": all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

1.2. Other Definitional Provisions. (a) The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Annex references are to this Agreement unless otherwise specified. The words "include", "includes", and "including" shall be deemed to be followed by the phrase "without limitation".

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

Where the context requires, terms relating to the Collateral, Pledged Collateral or Security Collateral, or any part thereof, when used in relation to a Granting Party shall refer to

such Granting Party's Collateral, Pledged Collateral or Security Collateral or the relevant part thereof.

(c) All references in this Agreement to any of the property described in the definition of the term "Collateral" or "Pledged Collateral", or to any Proceeds thereof, shall be deemed to be references thereto only to the extent the same constitute Collateral or Pledged Collateral, respectively.

(d) The permissive rights of the Note Collateral Agent to do things enumerated in this Agreement shall not be construed as a duty, and the Note Collateral Agent shall be entitled to obtain the direction of the requisite percentage of Holders or the Trustee in accordance with the Indenture before taking any such action.

SECTION 2

[Reserved]

SECTION 3

Grant of Security Interest

3.1 Grant. Each Grantor (other than Holdings) hereby grants to the Note Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Collateral of such Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except as provided in Subsection 3.3. The term "Collateral", as to any Grantor (other than Holdings), means the following property (wherever located) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, except as provided in Subsection 3.3:

(a) all Accounts;

(b) all Money (including all cash);

(c) all Cash Equivalents;

(d) all Chattel Paper;

(e) all Contracts;

(f) all Deposit Accounts;

(g) all Documents;

(h) all Equipment;

(i) all General Intangibles;

(j) all Instruments;

(k) all Intellectual Property;

(l) all Inventory;

(m) all Investment Property;

(n) all Letter-of-Credit Rights;

(o) all Fixtures;

(p) all Supporting Obligations;

(q) all Commercial Tort Claims constituting Commercial Tort Actions described in Schedule 6 (together with any Commercial Tort Actions subject to a further writing provided in accordance with Subsection 5.2.12);

(r) all books and records relating to the foregoing;

(s) the Collateral Proceeds Account; and

(t) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, Collateral shall not include any Pledged Collateral, or any property or assets described in the proviso to the definition of Pledged Stock.

3.2 Pledged Collateral. Each Granting Party that is a Pledgor, hereby grants to the Note Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Pledged Collateral of such Pledgor now owned or at any time hereafter acquired by such Pledgor, including any Proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Pledgor, except as provided in Subsection 3.3.

3.3 Certain Limited Exceptions. No security interest is or will be granted pursuant to this Agreement or any other Note Security Document in any right, title or interest of any Granting Party under or in, and "Collateral" and "Pledged Collateral" shall not include the following (collectively, the "Excluded Assets"):

(a) any Instruments, Contracts, Chattel Paper, General Intangibles, Copyright Licenses, Patent Licenses, Trademark Licenses, Trade Secret Licenses or other contracts or agreements with or issued by Persons other than Holdings, the Company, a Subsidiary of the Company, or an Affiliate of any of the foregoing (collectively, "Restrictive Agreements") that would otherwise be included in the Security Collateral (and such Restrictive Agreements shall not be deemed to constitute a part of the Security Collateral) for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Restrictive Agreements (in each case, except to the extent that, pursuant to the Code and any other applicable law,

the granting of security interests therein can be made without resulting in a breach, default or termination of such Restrictive Agreements);

(b) any Equipment or other property that would otherwise be included in the Security Collateral (and such Equipment or other property shall not be deemed to constitute a part of the Security Collateral) if such Equipment or other property (x) (A) is subject to a Lien described in Subsection 8.14(d) or 8.14(e) (with respect to a Lien described in Subsection 8.14(d)) of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility; provided that such provision in any Additional ABL Credit Facility is not materially less favorable to the Holders than the corresponding provision in the Senior ABL Agreement (as determined by the Company in good faith, which determination shall be conclusive)) or (B) is subject to a Lien described in clause (h) (with respect to Purchase Money Obligations or Financing Lease Obligations) or (o) (with respect to such Liens described in such clause (h)) of the definition of "Permitted Liens" in the Indenture (or any corresponding provision of the Senior Cash Flow Agreement, the Senior Term Loan Agreement or any other Additional Credit Facility; provided that such provision in any Additional Credit Facility is not materially less favorable to the Holders than the corresponding provision in the Indenture (as determined by the Company in good faith, which determination shall be conclusive) (but in each case only for so long as such Liens are in place)) or (y) (A) is subject to any Lien described in Subsection 8.14(q) of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility; provided that such provision in any Additional ABL Credit Facility is not materially less favorable to the Holders than the corresponding provision in the Senior ABL Agreement (as determined by the Company in good faith, which determination shall be conclusive)) or (B) is subject to any Lien in respect of Hedging Obligations (as defined in the Indenture) permitted by Section 413 of the Indenture as a "Permitted Lien" pursuant to clause (h) of the definition thereof in the Indenture (or any corresponding provision of the Senior Cash Flow Agreement, the Senior Term Loan Agreement or any other Additional Credit Facility; provided that such provision in any Additional Credit Facility is not materially less favorable to the Holders than the corresponding provision in the Indenture (as determined by the Company in good faith, which determination shall be conclusive) (but in each case only for so long as such Liens are in place)), and, in the case of such other property, such other property consists solely of (i) cash, Cash Equivalents or Temporary Cash Investments, together with proceeds, dividends and distributions in respect thereof, (ii) any assets relating to such assets, proceeds, dividends or distributions, or to such Hedging Obligations, and/or (iii) any other assets consisting of, relating to or arising under or in connection with (1) any Hedging Obligations or (2) any other agreements, instruments or documents related to any Hedging Obligations or to any of the assets referred to in any of subclauses (i) through (iii) of this subclause (b)(y);

(c) any property (and/or related rights and/or assets) that (A) would otherwise be included in the Security Collateral (and such property (and/or related rights and/or assets) shall not be deemed to constitute a part of the Security Collateral) if such property has been sold or otherwise transferred in connection with a Sale and Leaseback Transaction permitted under Subsection 8.5 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility; provided that such provision in any Additional ABL Credit Facility is not materially less favorable to the

Holders than the corresponding provision in the Senior ABL Agreement (as determined by the Company in good faith, which determination shall be conclusive)) or clause (x) or (xvi) of the definition of "Asset Disposition" in the Indenture (or any corresponding provision of the Senior Cash Flow Agreement, the Senior Term Loan Agreement or any other Additional Credit Facility; provided that such provision in any Additional Credit Facility is not materially less favorable to the Holders than the corresponding provision in the Indenture (as determined by the Borrower in good faith, which determination shall be conclusive)), or (B) is subject to any Liens permitted under Subsection 8.14 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility; provided that such provision in any Additional ABL Credit Facility is not materially less favorable to the Holders than the corresponding provision in the Senior ABL Agreement (as determined by the Company in good faith, which determination shall be conclusive)) or Section 413 of the Indenture (or any corresponding provision of the Senior Cash Flow Agreement, the Senior Term Loan Agreement or any other Additional Credit Facility; provided that such provision in any Additional Credit Facility is not materially less favorable to the Holders than the corresponding provision in the Indenture in any material respect (as determined by the Company in good faith, which determination shall be conclusive)) that, in each case, relate to property subject to any such Sale and Leaseback Transaction or general intangibles related thereto (but only for so long as such Liens are in place); provided that, notwithstanding the foregoing, a security interest of the Note Collateral Agent shall attach to any money, securities or other consideration received by any Grantor as consideration for the sale or other disposition of such property as and to the extent such consideration would otherwise constitute Security Collateral;

(d) Capital Stock (including for these purposes any investment deemed to be Capital Stock for United States tax purposes) which is described in the proviso to the definition of Pledged Stock;

(e) any Money, cash, checks, other negotiable instruments, funds and other evidence of payment held in any Deposit Account of the Company or any of its Subsidiaries in the nature of a security deposit with respect to obligations for the benefit of the Company or any of its Subsidiaries, which must be held for or returned to the applicable counterparty under applicable law or pursuant to Contractual Obligations;

(f) (x) the Pisces Acquisition Agreement (as defined in the Senior Cash Flow Agreement) and any rights therein or arising thereunder (except any proceeds of the Pisces Acquisition Agreement) and (y) the Atlas Acquisition Agreement (as defined in the Senior Cash Flow Agreement) and any rights therein or arising thereunder (except any proceeds of the Atlas Acquisition Agreement);

(g) any interest in leased real property (including Fixtures related thereto) (and there shall be no requirement to deliver landlord lien waivers, estoppels or collateral access letters);

(h) any fee interest in owned real property (including Fixtures related thereto) if (A) the fair market value (as determined by the Company in good faith, which determination shall be conclusive) of such fee interest at the time of the acquisition of such fee interest is less than $15,000,000 individually, or (B) such real property is located

in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency;

(i) any Vehicles and any assets subject to certificate of title;

(j) Letter-of-Credit Rights (other than Letter-of-Credit Rights (i) to the extent such Letter-of-Credit Rights are supporting obligations in respect of Collateral and (ii) in which a security interest is automatically perfected by filings under the Uniform Commercial Code of any applicable jurisdiction; provided that, notwithstanding any other provision of this Agreement or any other Note Document, neither the Company nor any other Grantor will be required to confer perfection by control over any such Letter-of-Credit Rights) and Commercial Tort Claims, in each case, individually with a value of less than $15,000,000;

(k) assets to the extent the granting or perfecting of a security interest in such assets would result in costs or other consequences to Topco or any of its Subsidiaries as reasonably determined in writing by the Company and the Senior ABL Agent (to the extent such assets would constitute ABL Priority Collateral) or the Senior Cash Flow Agent (to the extent such assets would constitute Cash Flow Priority Collateral), which determination shall be conclusive, and notified in writing to the Note Collateral Agent, that are excessive in view of the benefits that would be obtained by the Secured Parties;

(l) those assets over which the granting of security interests in such assets would be prohibited by contract permitted under the Indenture, applicable law or regulation or the organizational or joint venture documents of any non-wholly owned Subsidiary (including permitted liens, leases and licenses), including contracts over which the granting of security interests therein would result in termination thereof (in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction, other than proceeds and receivables thereof to the extent that their assignment is expressly deemed effective under the Uniform Commercial Code of any applicable jurisdiction notwithstanding such prohibitions for so long as such prohibitions are in effect), or to the extent that such security interests would result in adverse tax consequences to Topco or one of its Subsidiaries (or, at the election of the Company in connection with an initial public offering or other restructuring of the Company, any Parent, the Company or any of its Subsidiaries) (as determined by the Company in good faith, which determination shall be conclusive) (it being understood that the Holders shall not require the Company or any of its Subsidiaries to enter into any security agreements or pledge agreements governed by foreign law);

(m) any assets specifically requiring perfection through control (including cash, cash equivalents, deposit accounts or other bank or securities accounts), (i) to the extent the security interest in such asset is not perfected by filings under the Uniform Commercial Code of any applicable jurisdiction, (ii) other than in the case of Pledged Stock or Pledged Notes, to the extent not perfected by being held by the Note Collateral Agent or an Additional Agent as agent for the Note Collateral Agent, (iii) other than DDAs, Concentration Accounts, the Core Concentration Account and Blocked Accounts (in each case only to the extent required pursuant to Subsection 4.16 of the Senior ABL

Agreement (or any corresponding provision of any Additional ABL Credit Facility)), and (iv) other than the Collateral Proceeds Account (to the extent required pursuant to this Agreement), and any Collateral Proceeds Account under and as defined in the ABL Collateral Agreement (to the extent required pursuant to the ABL Collateral Agreement);

(n) Foreign Intellectual Property;

(o) any aircraft, airframes, aircraft engines, helicopters, vessels or rolling stock or any Equipment or other assets constituting a part thereof;

(p) prior to the Discharge of ABL Obligations, any property that would otherwise constitute ABL Priority Collateral but is an Excluded Asset (as such term is defined in the ABL Collateral Agreement);

(q) any Capital Stock and other securities of (i) a Subsidiary of the Company to the extent that the pledge of or grant of any other Lien on such Capital Stock and other securities for the benefit of any holders of securities results in the Company or any of its Restricted Subsidiaries being required to file separate financial statements for such Subsidiary with the Securities and Exchange Commission (or any other governmental authority) pursuant to either Rule 3-10 or 3-16 of Regulation S-X under the Securities Act, or any other law, rule or regulation as in effect from time to time, but only to the extent necessary to not be subject to such requirement and/or (ii) any Subsidiary of the Company that is (x) an Unrestricted Subsidiary or (y) an Excluded Subsidiary, other than a Foreign Subsidiary (which pledge of Capital Stock (including for these purposes any investment deemed to be Capital Stock for United States tax purposes) of a Foreign Subsidiary shall be limited to 65% of each series of its Capital Stock);

(r) any assets or property of Holdings, other than the Pledged Stock of the Company;

(s) any Goods in which a security interest is not perfected by filing a financing statement in the applicable Grantor's jurisdiction of organization; and

(t) prior to the discharge of any other Cash Flow Collateral Obligations, any property that is not part of the collateral securing, or required to be securing, such other Cash Flow Collateral Obligations;

provided that, prior to the discharge of any other Cash Flow Collateral Obligations, Excluded Assets shall not include any property which secures (or purports to secure) such Cash Flow Collateral Obligations.

For the avoidance of doubt, if any Grantor receives any payment or other amount under the Atlas Acquisition Agreement, the Pisces Acquisition Agreement or the Camelot Acquisition Agreement, such payment or other amount shall constitute Collateral when and if actually received by such Grantor, to the extent set forth in Subsection 3.1.

3.4 Intercreditor Relations. Notwithstanding anything herein to the contrary, it is the understanding of the parties that the Liens granted pursuant to Subsections 3.1 and 3.2 shall (a) with respect to all Security Collateral constituting ABL Priority Collateral (x) prior to

the Discharge of ABL Obligations, be subject and subordinate to the Liens granted to the Senior ABL Agent for the benefit of the ABL Secured Parties to secure the ABL Obligations pursuant to the ABL Collateral Agreement and (y) prior to the Discharge of Additional ABL Obligations, be subject and subordinate to the Liens granted to any Additional ABL Agent for the benefit of the holders of the Additional ABL Obligations to secure the Additional ABL Obligations pursuant to any Additional ABL Collateral Documents as and to the extent provided for therein, and (b) with respect to all Security Collateral, (x) prior to the Discharge of Cash Flow Obligations, be pari passu and equal in priority to the Liens granted to the Senior Cash Flow Agent for the benefit of the Cash Flow Secured Parties to secure the Cash Flow Obligations pursuant to the Cash Flow Collateral Agreement, (y) prior to the Discharge of Additional Cash Flow Obligations with respect to the obligations in respect of the Senior Term Loan Agreement, be pari passu and equal in priority to the Liens granted to the Senior Term Loan Agent for the benefit of the Term Loan Secured Parties to secure the applicable Additional Cash Flow Obligations pursuant to the Term Loan Collateral Agreement and (z) prior to the Discharge of Additional Cash Flow Obligations with respect to the obligations in respect of any other Additional Cash Flow Obligations, be pari passu and equal in priority to the Liens granted to any such Additional Cash Flow Agent for the benefit of the holders of the applicable Additional Cash Flow Obligations to secure such Additional Cash Flow Obligations pursuant to the applicable Additional Cash Flow Collateral Documents (except, in the case of this clause (b)(z), as may be separately otherwise agreed between the Note Collateral Agent, on behalf of itself and the Secured Parties, and any such Additional Cash Flow Agent, on behalf of itself and the Additional Cash Flow Secured Parties represented thereby). The Note Collateral Agent acknowledges and agrees that the relative priority of the Liens granted to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent and any Additional Agent shall be determined solely pursuant to the applicable Intercreditor Agreements, and not by priority as a matter of law or otherwise. Notwithstanding anything herein to the contrary, the Liens and security interest granted to the Note Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Note Collateral Agent hereunder are subject to the provisions of the applicable Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control as among (i) the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent and any Additional Agent, in the case of the Base Intercreditor Agreement, (ii) the Note Collateral Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent and any Additional Cash Flow Agent, in the case of any Junior Lien Intercreditor Agreement, and (iii) the Note Collateral Agent and any other secured creditor (or agent therefor) party thereto, in the case of any Other Intercreditor Agreement. In the event of any such conflict, each Grantor may act (or omit to act) in accordance with such Intercreditor Agreement, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so. Notwithstanding any other provision hereof, (x) prior to the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations, any obligation hereunder to deliver to the Note Collateral Agent any Security Collateral constituting ABL Priority Collateral shall be satisfied by causing such ABL Priority Collateral to be delivered to the Senior ABL Agent or the applicable ABL Collateral Representative (as defined in the Base Intercreditor Agreement) to be held in accordance with the Base Intercreditor Agreement and (y) prior to the Discharge of Cash Flow Collateral Obligations (other than the Additional Cash Flow Obligations in respect of the Indenture), any obligation hereunder to deliver to the Note Collateral Agent any Security Collateral shall be satisfied by causing such

Security Collateral to be delivered to the applicable Collateral Representative, the Senior Cash Flow Agent, the Senior Term Loan Agent or any Additional Cash Flow Agent to be held in accordance with the applicable Intercreditor Agreement.

SECTION 4

Representations and Warranties

4.1 [Reserved].

4.2 Representations and Warranties of Each Grantor. Each Grantor party hereto on the date hereof hereby represents and warrants to the Note Collateral Agent on the date hereof that, in each case after giving effect to the Transactions:

4.2.1 Title; No Other Liens. Except for the security interests granted to the Note Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and the other Liens permitted to exist on such Grantor's Collateral by the Indenture (including Section 413 thereof), such Grantor owns each item of such Grantor's Collateral free and clear of any and all Liens securing Indebtedness. As of the Closing Date, except as set forth on Schedule 3, to the knowledge of such Grantor (x) in the case of the Cash Flow Priority Collateral, no currently effective financing statement or other similar public notice with respect to any Lien securing Indebtedness on all or any part of such Grantor's Cash Flow Priority Collateral is on file or of record in any public office in the United States of America, any state, territory or dependency thereof or the District of Columbia and (y) in the case of the ABL Priority Collateral, no currently effective financing statement or other similar public notice with respect to any Lien securing Indebtedness on all or any part of such Grantor's ABL Priority Collateral is on file or of record in any public office in the United States of America, any state, territory or dependency thereof or the District of Columbia, except, in each case, such as have been filed in favor of the Note Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement or as are permitted by the Indenture (including Section 413 thereof) or any other Note Document or for which termination statements will be delivered on the Closing Date.

4.2.2 Perfected First Priority Liens. (a) This Agreement is effective to create, as collateral security for the Obligations of such Grantor, valid and enforceable Liens on such Grantor's Security Collateral in favor of the Note Collateral Agent for the benefit of the Secured Parties, except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(b) Except with regard to (i) Liens (if any) on Specified Assets and (ii) any rights in favor of the United States government as required by law (if any), upon the completion of the Filings and, with respect to Instruments, Chattel Paper and Documents upon the earlier of such Filing or the delivery to and continuing possession by the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, of all Instruments, Chattel Paper and Documents a security interest in

which is perfected by possession, and upon the obtaining and maintenance of "control" (as described in the Code) by the Note Collateral Agent, the Trustee, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable (or their respective agents appointed for purposes of perfection), in accordance with any applicable Intercreditor Agreement of all Deposit Accounts, all Blocked Accounts, the Collateral Proceeds Account, all Electronic Chattel Paper and all Letter-of-Credit Rights a security interest in which is perfected by "control" (in the case of Deposit Accounts and Blocked Accounts, to the extent required under Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility)) and in the case of Commercial Tort Actions (other than such Commercial Tort Actions listed on Schedule 6 on the date of this Agreement), upon the taking of the actions required by Subsection 5.2.12, the Liens created pursuant to this Agreement will constitute valid Liens on and (to the extent provided herein) perfected security interests in such Grantor's Collateral in favor of the Note Collateral Agent for the benefit of the Secured Parties, and will be prior to all other Liens of all other Persons securing Indebtedness, in each case other than Liens permitted by the Indenture (including Permitted Liens) (and subject to any applicable Intercreditor Agreement), and enforceable as such as against all other Persons other than Ordinary Course Transferees, except to the extent that the recording of an assignment or other transfer of title to the Note Collateral Agent, the Trustee, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent (in accordance with any applicable Intercreditor Agreement) or the recording of other applicable documents in the United States Patent and Trademark Office or United States Copyright Office may be necessary for perfection or enforceability, and except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing. As used in this Subsection 4.2.2(b), the following terms shall have the following meanings:

"Filings": the filing or recording of (i) the Financing Statements as set forth in Schedule 3, (ii) this Agreement or a notice thereof with respect to Intellectual Property as set forth in Schedule 3, and (iii) any filings after the Closing Date in any other jurisdiction as may be necessary under any Requirement of Law.

"Financing Statements": the financing statements attached hereto on Schedule 4A for filing in the jurisdictions listed in Schedule 4B.

"Ordinary Course Transferees": (i) with respect to goods only, buyers in the ordinary course of business and lessees in the ordinary course of business to the extent provided in Section 9-320(a) and 9-321 of the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction, (ii) with respect to general intangibles only, licensees in the ordinary course of business to the extent provided in Section 9-321 of the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction and (iii) any other Person who is entitled to take free of the Lien pursuant to the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction.

"Permitted Liens": Liens permitted pursuant to the Indenture, including, without limitation, those permitted to exist pursuant to Section 413 of the Indenture.

"Specified Assets": the following property and assets of such Grantor:

(1) Patents, Patent Licenses, Trademarks and Trademark Licenses to the extent that (a) Liens thereon cannot be perfected by the filing of financing statements under the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction or by the filing and acceptance of intellectual property security agreements in the United States Patent and Trademark Office or (b) such Patents, Patent Licenses, Trademarks and Trademark Licenses are not, individually or in the aggregate, material to the business of the Company and its Subsidiaries taken as a whole;

(2) Copyrights and Copyright Licenses with respect thereto and Accounts or receivables arising therefrom to the extent that (a) Liens thereon cannot be perfected by filing and acceptance of intellectual property security agreements in the United States Copyright Office or (b) the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction is not applicable to the creation or perfection of Liens thereon;

(3) Collateral for which the perfection of Liens thereon requires filings in or other actions under the laws of jurisdictions outside of the United States of America, any State, territory or dependency thereof or the District of Columbia;

(4) goods included in Collateral received by any Person from any Grantor for "sale or return" within the meaning of Section 2-326(1)(b) of the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction, to the extent of claims of creditors of such Person;

(5) Fixtures, Vehicles, any other assets subject to certificates of title, and Money and Cash Equivalents (other than Cash Equivalents constituting Investment Property to the extent a security interest therein is perfected by the filing of a financing statement under the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction);

(6) Proceeds of Accounts or Inventory which do not themselves constitute Collateral or which do not constitute identifiable Cash Proceeds or which have not yet been transferred to or deposited in the Collateral Proceeds Account (if any);

(7) Contracts, Accounts or receivables subject to the Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 et seq.);

(8) uncertificated securities, to the extent Liens thereon cannot be perfected by the filing of a financing statement under the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction; and

(9) securities held with an intermediary (as such phrase is defined in the Convention on the Law Applicable to Certain Rights in Respect of Securities held with an Intermediary as in effect in the United States) to the extent that the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction is not applicable to the perfection of Liens thereon.

4.2.3 Jurisdiction of Organization. On the date hereof, such Grantor's jurisdiction of organization is specified on Schedule 4B.

4.2.4 [Reserved].

4.2.5 Title to Mortgage Property. Each Grantor has good title in fee simple to its material real property that constitute Mortgage Property, except where the failure to have such good title would not reasonably be expected to have a Material Adverse Effect.

4.2.6 Patents, Copyrights and Trademarks. Schedule 5 lists all Trademarks, Copyrights and Patents, in each case, material to the business of the Company and its Restricted Subsidiaries, taken as a whole, and registered in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and owned by such Grantor (other than Holdings) in its own name as of the date hereof, and all Trademark Licenses, all Copyright Licenses and all Patent Licenses, in each case, material to the business of the Company and its Restricted Subsidiaries, taken as a whole (including Trademark Licenses for registered Trademarks, Copyright Licenses for registered Copyrights and Patent Licenses for registered Patents, in each case, material to the business of the Company and its Restricted Subsidiaries, taken as a whole, but excluding licenses to commercially available "off-the-shelf" software), owned by such Grantor (other than Holdings) in its own name as of the date hereof, in each case, that is solely United States Intellectual Property.

4.3 Representations and Warranties of Each Pledgor. Each Pledgor party hereto on the date hereof hereby represents and warrants to the Note Collateral Agent on the date hereof that, in each case after giving effect to the Transactions:

4.3.1 Except as provided in Subsection 3.3, the shares of Pledged Stock pledged by such Pledgor hereunder constitute (i) in the case of shares of a Domestic Subsidiary, all the issued and outstanding shares of all classes of the Capital Stock of such Domestic Subsidiary owned by such Pledgor and (ii) in the case of any Pledged Stock constituting Capital Stock of any Foreign Subsidiary, as of the Closing Date such percentage (not more than 65%) as is specified on Schedule 2 of all the issued and outstanding shares of all classes of the Capital Stock of each such Foreign Subsidiary owned by such Pledgor.

4.3.2 [Reserved].

4.3.3 Such Pledgor is the record and beneficial owner of, and has good title to, the Pledged Securities pledged by it hereunder, free of any and all Liens securing Indebtedness owing to any other Person, except the security interest created by this Agreement and Liens permitted by the Indenture (including Permitted Liens).

4.3.4 Upon the delivery to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, of the certificates evidencing the Pledged Securities held by such Pledgor together with executed undated stock powers or other instruments of transfer, the security interest created by this Agreement in such Pledged Securities constituting certificated securities, assuming the continuing possession of such Pledged Securities by the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the

applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, will constitute a valid, perfected first priority (subject, in terms of priority only, to the priority of the Liens of the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative and any Additional Agent) security interest in such Pledged Securities to the extent provided in and governed by the Code, enforceable in accordance with its terms against all creditors of such Pledgor and any Persons purporting to purchase such Pledged Securities from such Pledgor to the extent provided in and governed by the Code, in each case subject to Liens permitted by the Indenture (including Permitted Liens) (and any applicable Intercreditor Agreement), and except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

4.3.5 Upon the earlier of (x) (to the extent a security interest in uncertificated securities may be perfected by the filing of a financing statement) the filing of the Financing Statements or of financing statements delivered pursuant to Section 1501 or Section 1503 of the Indenture in the relevant jurisdiction and (y) (to the extent a security interest in uncertificated securities may be perfected by the obtaining and maintenance of "control" (as described in the Code)) the obtaining and maintenance of "control" (as described in the Code) by the Note Collateral Agent, the Senior ABL Agent, the applicable Collateral Representative or any Additional Agent (or their respective agents appointed for purposes of perfection), as applicable, in accordance with any applicable Intercreditor Agreement, of all Pledged Securities that constitute uncertificated securities, the security interest created by this Agreement in such Pledged Securities that constitute uncertificated securities, will constitute a valid, perfected first priority (subject, in terms of priority only, to the priority of the Liens of the Senior ABL Agent, the applicable Collateral Representative and any Additional Agent set forth in the Base Intercreditor Agreement or any Other Intercreditor Agreement) security interest in such Pledged Securities constituting uncertificated securities to the extent provided in and governed by the Code, enforceable in accordance with its terms against all creditors of such Pledgor and any persons purporting to purchase such Pledged Securities from such Pledgor, to the extent provided in and governed by the Code, in each case subject to Liens permitted by the Indenture (including Permitted Liens) (and any applicable Intercreditor Agreement), and except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

4.3.6 Letter-of-Credit Rights. Schedule 7 lists all Letter-of-Credit Rights not constituting Excluded Assets owned by any Grantor (other than Holdings) on the date hereof.

SECTION 5

Covenants

5.1 [Reserved].

5.2 Covenants of Each Grantor. Each Grantor (other than Holdings) covenants and agrees with the Note Collateral Agent and the other Secured Parties that, from and after the date of this Agreement until the earliest to occur of (i) the date of the payment in full of the Notes or the deposit with the Trustee with sufficient funds to pay all obligations owing under the Notes, (ii) as to any such Grantor, a sale or other disposition of all the Capital Stock of such Grantor (other than to the Company or a Subsidiary Guarantor), or any other transaction or occurrence as a result of which such Grantor ceases to be a Restricted Subsidiary of the Company, in each case that is permitted under the Indenture, (iii) as to any such Grantor, such Grantor being or becoming an Excluded Subsidiary or being released from its Obligations pursuant to Section 1303 of the Indenture or (iv) the release of all of the Collateral or the termination of this Agreement in accordance with the terms of the Indenture:

5.2.1 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of such Grantor's Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Grantor shall (except as provided in the following sentence) be entitled to retain possession of all Collateral of such Grantor evidenced by any Instrument or Chattel Paper, and shall hold all such Collateral in trust for the Note Collateral Agent, for the benefit of the Secured Parties. In the event that an Event of Default shall have occurred and be continuing, upon the request of the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, such Instrument or Chattel Paper shall be promptly delivered to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with the applicable Intercreditor Agreement, duly indorsed in a manner reasonably satisfactory to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with the applicable Intercreditor Agreement, to be held as Collateral pursuant to this Agreement. Such Grantor shall not permit any other Person to possess any such Collateral at any time other than in connection with any sale or other disposition of such Collateral in a transaction permitted by the Indenture or as contemplated by the Intercreditor Agreements.

5.2.2 [Reserved].

5.2.3 [Reserved].

5.2.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall use commercially reasonable efforts to maintain the security interest created by this Agreement in such Grantor's Collateral as a perfected security interest as and to the extent described in Subsection 4.2.2 and to defend the security interest created by this Agreement in such Grantor's Collateral against the claims and demands of all Persons whomsoever (subject to the other provisions hereof and to Sections 1501, 1502, 1503 and 1508 of the Indenture).

(b) [Reserved].

(c) At any time and from time to time, upon the written request of the Note Collateral Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver such further instruments and documents and take such further actions as may

be reasonably necessary (or as directed by the Note Collateral Agent (at the direction of the Holders pursuant to the terms of the Note Documents)) for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted by such Grantor, including the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) as in effect from time to time in any United States jurisdiction with respect to the security interests created hereby; provided that, notwithstanding any other provision of this Agreement or any other Note Document, neither the Company nor any other Grantor will be required to (v) take any action in any jurisdiction other than the United States of America, or required by the laws of any such non-U.S. jurisdiction, or enter into any security agreement or pledge agreement governed by the laws of any such non-U.S. jurisdiction, in order to create any security interests (or other Liens) in assets located or titled outside of the United States of America or to perfect any security interests (or other Liens) in any Collateral, (w) deliver control agreements with respect to, or confer perfection by "control" over, any deposit accounts, bank or securities account or other Collateral, except (A) so long as the Senior ABL Agreement (or any Additional ABL Credit Facility) is in effect, as required by Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility) unless the applicable Grantor is unable to deliver such control agreement after its use of commercially reasonable efforts and (B) in the case of Security Collateral that constitutes Capital Stock or Pledged Notes in certificated form, delivering such Capital Stock or Pledged Notes to the Note Collateral Agent (or another Person as required under any applicable Intercreditor Agreement), (x) take any action in order to perfect any security interests in any assets specifically requiring perfection through control (including cash, cash equivalents, deposit accounts or securities accounts) (except, in each case (A) so long as the Senior ABL Agreement (or any Additional ABL Credit Facility) is in effect, as required by Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility) unless the applicable Grantor is unable to deliver such control agreement after its use of commercially reasonable efforts and (B) to the extent consisting of proceeds perfected automatically or by the filing of a financing statement under the Uniform Commercial Code of any applicable jurisdiction or, in the case of Pledged Stock or Pledged Notes, by being held by the Note Collateral Agent or any Additional Agent as agent for the Note Collateral Agent), (y) deliver landlord lien waivers, estoppels or collateral access letters or (z) file any fixture filing with respect to any security interest in Fixtures affixed to or attached to any real property constituting Excluded Assets.

(d) The Note Collateral Agent, as directed, may grant extensions of time for the creation and perfection of security interests in, or obtaining a delivery of documents or other deliverables with respect to, particular assets of any Grantor where such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or any other Security Documents. Notwithstanding the foregoing, to the extent any Collateral Representative grants an extension of time for the creation and perfection of security interests in, or obtaining a delivery of documents or other deliverables with respect to, particular assets of any Grantor, the same extension shall be deemed to be granted hereunder where the Grantor determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or any other Security Documents.

5.2.5 Changes in Name, Jurisdiction of Organization, etc. Such Grantor will give prompt written notice to the Note Collateral Agent of any change in its name, legal form or

jurisdiction of organization (whether by merger or otherwise) (and in any event within 30 days of such change); provided that, promptly thereafter such Grantor shall deliver to the Note Collateral Agent all additional financing statements and other documents reasonably necessary to maintain the validity, perfection and priority of the security interests created hereunder and other documents necessary or reasonably requested by the Note Collateral Agent to maintain the validity, perfection and priority of the security interests as and to the extent provided for herein and upon receipt of such additional financing statements the Note Collateral Agent may either promptly file such additional financing statements or approve the filing of such additional financing statements by such Grantor (provided, however, that the Note Collateral Agent shall have no obligation to make such filings). Upon any such approval such Grantor shall proceed with the filing of the additional financing statements and deliver copies (or other evidence of filing) of the additional filed financing statements to the Note Collateral Agent.

5.2.6 [Reserved].

5.2.7 Pledged Stock. In the case of each Grantor that is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Stock issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Note Collateral Agent promptly in writing of the occurrence of any of the events described in Subsection 5.3.1 with respect to the Pledged Stock issued by it and (iii) the terms of Subsections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Subsection 6.3(c) or 6.7 with respect to the Pledged Stock issued by it.

5.2.8 [Reserved].

5.2.9 Maintenance of Records. Such Grantor will keep and maintain at its own cost and expense reasonably satisfactory and complete records in all material respects of its Collateral, including a record of all payments received and all credits granted with respect to such Collateral; provided that with respect to the ABL Priority Collateral, the satisfactory maintenance of such records shall be determined in good faith by such Grantor or the Company.

5.2.10 Acquisition of Intellectual Property. Concurrently with or prior to the delivery of the annual financial statements under Section 405 of the Indenture, the Company or such Grantor will notify the Note Collateral Agent of any acquisition by the Grantors of (i) any registration of any United States Copyright, Patent or Trademark, in each case, material to the business of the Company and its Restricted Subsidiaries, taken as a whole, or (ii) any exclusive rights under a United States Copyright License, Patent License or Trademark License, in each case, material to the business of the Company and its Restricted Subsidiaries, taken as a whole, constituting Collateral, and each applicable Grantor shall take such actions as may be reasonably necessary (but only to the extent such actions are within such Grantor's control) to perfect the security interest granted to the Note Collateral Agent and the other Secured Parties therein, to the extent provided herein in respect of any United States Copyright, Patent or Trademark constituting Collateral, by (x) the execution and delivery of an amendment or supplement to this Agreement (or amendments to any such agreement previously executed or delivered by such Grantor) and/or (y) the making of appropriate filings (I) of financing statements under the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction and/or

(II) in the United States Patent and Trademark Office, or with respect to registered Copyrights and Copyright Licenses for registered Copyrights, the United States Copyright Office.

5.2.11 [Reserved].

5.2.12 Commercial Tort Actions. All Commercial Tort Actions of each Grantor in existence on the date of this Agreement, known to such Grantor on the date hereof, are described in Schedule 6 hereto. Concurrently with or prior to the delivery of the annual financial statements under Section 405 of the Indenture, the Company will notify the Note Collateral Agent of any acquisition by the Grantors of any Commercial Tort Action and describe the details thereof, and each applicable Grantor shall take such actions as may be reasonably necessary to grant to the Note Collateral Agent a security interest in any such Commercial Tort Action and in the proceeds thereof, all upon and subject to the terms of this Agreement.

5.3 Covenants of Each Pledgor. Each Pledgor covenants and agrees with the Note Collateral Agent and the other Secured Parties that, from and after the date of this Agreement until the earlier to occur of (i) the date of the payment in full of the Notes or the deposit with the Trustee with sufficient funds to pay all obligations owing under the Notes, (ii) as to any Pledgor (other than Holdings), a sale or other disposition of all the Capital Stock of such Pledgor (other than to the Company or a Subsidiary Guarantor), or any other transaction or occurrence as a result of which such Pledgor ceases to be a Restricted Subsidiary of the Company, in each case that is permitted under the Indenture, (iii) as to any Pledgor (other than Holdings), such Pledgor being or becoming an Excluded Subsidiary or being released from its Obligations pursuant to Section 1303 of the Indenture, (iv) as to Holdings, Holdings being released from its obligations hereunder pursuant to Section 1411 of the Indenture or (v) the release of all of the Collateral or the termination of this Agreement in accordance with the terms of the Indenture:

5.3.1 Additional Shares. If such Pledgor shall, as a result of its ownership of its Pledged Stock, become entitled to receive or shall receive any stock certificate (including any stock certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), stock option or similar rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Pledgor shall accept the same as the agent of the Note Collateral Agent and the other Secured Parties, hold the same in trust for the Note Collateral Agent and the other Secured Parties and deliver the same forthwith to the Note Collateral Agent (who will hold the same on behalf of the Secured Parties) or the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, in the exact form received, duly indorsed by such Pledgor to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor, to be held by the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, subject to the terms hereof, as

additional collateral security for the Obligations (subject to Subsection 3.3 and provided that in no event shall there be pledged, nor shall any Pledgor be required to pledge, more than 65% of any series of outstanding Capital Stock (including for these purposes any investment deemed to be Capital Stock for United States tax purposes) of any Foreign Subsidiary pursuant to this Agreement). If an Event of Default shall have occurred and be continuing, any sums paid upon or in respect of the Pledged Stock upon the liquidation or dissolution of any Issuer (except any liquidation or dissolution of any Subsidiary of the Company in accordance with the Indenture) shall be paid over to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement to be held by the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, subject to the terms hereof, as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Stock or any property shall be distributed upon or with respect to the Pledged Stock pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Note Collateral Agent, be delivered to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, to be held by the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, subject to the terms hereof, as additional collateral security for the Obligations, in each case except as otherwise provided by any applicable Intercreditor Agreement. If any sums of money or property so paid or distributed in respect of the Pledged Stock shall be received by such Pledgor, such Pledgor shall, until such money or property is paid or delivered to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement hold such money or property in trust for the Secured Parties, segregated from other funds of such Pledgor, as additional collateral security for the Obligations.

5.3.2 [Reserved].

5.3.3 Pledged Notes. (a) [Reserved].

(b) Each Pledgor which becomes a party hereto after the Closing Date pursuant to Subsection 9.15 shall deliver to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with each applicable Intercreditor Agreement, all Pledged Notes then held by such Pledgor, endorsed in blank or, at the request of the Note Collateral Agent, endorsed to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with each applicable Intercreditor Agreement. Furthermore, within 10 Business Days (or such longer period as may be commercially reasonable) after any Pledgor obtains a Pledged Note, such Pledgor shall cause such Pledged Note to be delivered to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow

Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, endorsed in blank or, at the request of the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, endorsed to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement.

5.3.4 Maintenance of Security Interest. (a) Such Pledgor shall use commercially reasonable efforts to defend the security interest created by this Agreement in such Pledgor's Pledged Collateral against the claims and demands of all Persons whomsoever. At any time and from time to time, upon the written request of the Note Collateral Agent and at the sole expense of such Pledgor, such Pledgor will promptly and duly execute and deliver such further instruments and documents and take such further actions as may be reasonably necessary (or requested by the Note Collateral Agent (at the direction of the Holders pursuant to the terms of the Note Documents)) for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted by such Pledgor; provided that notwithstanding any other provision of this Agreement or any other Note Documents, neither the Company nor any other Pledgor will be required to (v) take any action in any jurisdiction other than the United States of America, or required by the laws of any such non-U.S. jurisdiction, or enter into any security agreement or pledge agreement governed by the laws of any such non-U.S. jurisdiction, in order to create any security interests (or other Liens) in assets located or titled outside of the United States of America or to perfect any security interests (or other Liens) in any Collateral, (w) deliver control agreements with respect to, or confer perfection by "control" over, any deposit accounts, bank or securities account or other Collateral, except (A) so long as the Senior ABL Agreement (or any Additional ABL Credit Facility) is in effect, as required by Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility) and (B) in the case of Security Collateral that constitutes Capital Stock or Pledged Notes in certificated form, delivering such Capital Stock or Pledged Notes to the Note Collateral Agent (or another Person as required under any Intercreditor Agreement), (x) take any action in order to perfect any security interests in any assets specifically requiring perfection through control (including cash, cash equivalents, deposit accounts or securities accounts) (except (A) so long as the Senior ABL Agreement (or any Additional ABL Credit Facility) is in effect, as required by Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility) and (B) in each case, to the extent consisting of proceeds perfected automatically or by the filing of a financing statement under the Code or, in the case of Pledged Stock or Pledged Notes, by being held by the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, an applicable Collateral Representative or an Additional Agent as agent for the Note Collateral Agent), (y) deliver landlord lien waivers, estoppels or collateral access letters or (z) file any fixture filing with respect to any security interest in Fixtures affixed to or attached to any real property constituting Excluded Assets.

(b) The Note Collateral Agent, as directed, may grant extensions of time for the creation and perfection of security interests in, or obtaining or delivery of documents or other deliverables with respect to, particular assets of any Pledgor where such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise

be required to be accomplished by this Agreement or any other Security Documents. Notwithstanding the foregoing, to the extent any Collateral Representative grants an extension of time for the creation and perfection of security interests in, or obtaining a delivery of documents or other deliverables with respect to, particular assets of any Pledgor, the same extension shall be deemed to be granted hereunder where the Grantor determines in good faith that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or any other Security Documents.

5.4 Mortgaged Real Property.

5.4.1 With respect to each real property of such Grantor subject to a Mortgage (if any):

(a.) [Reserved].

(b.) Such Grantor promptly shall comply with and conform to all requirements of the insurers applicable to such party or such property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of such property, except for such non-compliance or non-conformity as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c.) If the Company is in default of its obligations to insure or deliver any such prepaid policy or policies, the result of which would reasonably be expected to have a Material Adverse Effect, then the Note Collateral Agent, upon direction and 10 days' written notice to the Company, may effect such insurance from year to year at rates substantially similar to the rate at which such Grantor had insured such property, and pay the premium or premiums therefor, and the Company shall pay or cause to be paid to the Note Collateral Agent on demand such premium or premiums so paid by the Note Collateral Agent with interest from the time of payment at a rate per annum equal to 2.00%.

(d.) If such property, or any part thereof, shall be destroyed or damaged and the reasonably estimated cost thereof would exceed $15,000,000 the Company shall give prompt notice thereof to the Note Collateral Agent. Unless an Event of Default shall have occurred and be continuing, the Note Collateral Agent shall turn over to the Company all insurance proceeds received by it in connection with any damage or casualty to any property.

5.4.2 Each Grantor that owns one or more of the real properties listed on Schedule 8 hereof and each Grantor who acquires a real property after the date hereof that is not an Excluded Asset agrees to use its commercially reasonable efforts to (a) deliver to the Note Collateral Agent the deliverables (which shall be in form and substance as reasonably determined by the Company) set forth below, in each case to the extent delivered to the Senior Cash Flow Agent (to the extent the Cash Flow Obligations are then still outstanding), and (b) pay or cause to be paid commercially reasonable fees and expenses to the extent specified below, in each case to the extent required to be paid under the Senior Cash Flow Agreement, with respect to such property, as soon as reasonably practicable (but no later than 180 days, unless waived or extended by the Senior Cash Flow Agent) following the date of this Agreement:

(a) A fully executed Mortgage with respect to each such property, substantially in the form set forth in Annex 5 hereto, with such changes as may be necessary or

desirable to comply with the law of the jurisdiction in which such Mortgage is to be filed, together with evidence that each such Mortgage has been delivered to the Title Company (as defined below) or to the appropriate recording office for recording in all places to the extent reasonably necessary.

(b) Customary opinions with respect to collateral security matters in connection with the Mortgages delivered pursuant to clause (a) above, addressed to the Note Collateral Agent, of local counsel in each jurisdiction where each such property is located.

(c) With respect to each such Mortgage, a policy of title insurance (or commitment to issue such a policy having the effect of a policy of title insurance) insuring (or committing to insure) the lien of such Mortgage as a valid and enforceable lien on the property described therein, subject to Liens permitted by the Indenture, including Permitted Liens (such policies collectively, the "Mortgage Policies"), in an amount reasonably determined by the Company (based upon good faith estimates of fair market value of the subject real estate) and issued by such title company reasonably determined by the Company (the "Title Company"), which Mortgage Policy shall include such reasonable and customary title insurance endorsements to the extent available at commercially reasonable rates (excluding endorsements or coverage related to creditors' rights).

(d) With respect to each such Mortgage Policy, any and all surveys or, to the extent applicable, no change affidavits as may be reasonably necessary to cause the Title Company to issue such Mortgage Policy with a "comprehensive" endorsement (to the extent available) and to remove the standard survey exceptions from such Mortgage Policy with respect thereto (to the extent available).

(e) To the extent the Mortgage is not sufficient to serve as a fixture filing under applicable local law, fixture filings under the Uniform Commercial Code on Form UCC-1 for filing under the Uniform Commercial Code in the jurisdiction in which each such property is located, as reasonably necessary to perfect the security interest in fixtures purported to be created by each such Mortgage in favor of the Note Collateral Agent for the benefit of the Secured Parties.

(f) Evidence of payment of all Mortgage Policy premiums, mortgage recording taxes, if any, and all commercially reasonable search and examination charges, fees, costs and expenses required for the recording of the Mortgages, fixture filings and issuance of the Mortgage Policies referred to above.

5.4.3 It is understood and agreed that no Grantor shall be required to file any fixture filing with respect to any security interest in Fixtures affixed to or attached to any real property constituting Excluding Assets.

SECTION 6

Remedial Provisions

6.1 Certain Matters Relating to Accounts. (a) At any time and from time to time after the occurrence and during the continuance of an Event of Default, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred (and subject to

each applicable Intercreditor Agreement), the Note Collateral Agent shall have the right, but not the obligation, to make test verifications of the Accounts Receivable constituting Collateral in any reasonable manner and through any reasonable medium that it reasonably considers advisable, and the relevant Grantor shall furnish all such assistance and information as the Note Collateral Agent may reasonably require in connection with such test verifications. At any time and from time to time after the occurrence and during the continuance of an Event of Default, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred (and subject to each applicable Intercreditor Agreement), upon the Note Collateral Agent's reasonable request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others reasonably satisfactory to the Note Collateral Agent to furnish to the Note Collateral Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts Receivable constituting Collateral.

(b) [Reserved].

(c) At any time and from time to time after the occurrence and during the continuance of an Event of Default specified in Section 601(i) or (ii) of the Indenture, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred, subject to each applicable Intercreditor Agreement, at the Note Collateral Agent's request, each Grantor (other than Holdings) shall deliver to the Note Collateral Agent copies or, if required by the Note Collateral Agent for the enforcement thereof or foreclosure thereon, originals of all documents held by such Grantor evidencing, and relating to, the agreements and transactions which gave rise to such Grantor's Accounts Receivable constituting Collateral, including all statements relating to such Grantor's Accounts Receivable constituting Collateral and all orders, invoices and shipping receipts related thereto.

(d) So long as no Event of Default has occurred and is continuing, subject to each applicable Intercreditor Agreement, the Note Collateral Agent shall instruct the Collateral Account Bank to promptly remit any funds on deposit in each Grantor's (other than Holdings) Collateral Proceeds Account to such Grantor's General Fund Account or any other account designated by such Grantor. In the event that an Event of Default has occurred and is continuing, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred (and subject to each applicable Intercreditor Agreement), the Note Collateral Agent and the Grantors agree that the Note Collateral Agent, at its option may require that each Collateral Proceeds Account and the General Fund Account of each Grantor (other than Holdings) be established at the Note Collateral Agent or at another institution reasonably acceptable to the Note Collateral Agent. Each Grantor shall have the right, at any time and from time to time, to withdraw such of its own funds from its own General Fund Account, and to maintain such balances in its General Fund Account, as it shall deem to be necessary or desirable.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Note Collateral Agent in its own name or in the name of others, may at any time and from time to time after the occurrence and during the continuance of an Event of Default specified in Section 601(i) or (ii) of the Indenture, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred (and subject to each applicable Intercreditor Agreement), communicate with obligors under the Accounts Receivable constituting Collateral and parties to the Contracts (in each case, to the extent constituting Collateral) to verify with

them to the Note Collateral Agent's satisfaction the existence, amount and terms of any Accounts Receivable or Contracts, but shall be under no obligation to do so.

(b) Upon the request of the Note Collateral Agent at any time after the occurrence and during the continuance of an Event of Default specified in Section 601(i) or (ii) of the Indenture, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred (and subject to each applicable Intercreditor Agreement), each Grantor (other than Holdings) shall notify obligors on such Grantor's Accounts Receivable and parties to such Grantor's Contracts (in each case, to the extent constituting Collateral) that such Accounts Receivable and such Contracts have been assigned to the Note Collateral Agent, for the benefit of the Secured Parties, and that payments in respect thereof shall be made directly to the Note Collateral Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of such Grantor's Accounts Receivable to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. None of the Note Collateral Agent, the Trustee or any other Secured Party shall have any obligation or liability under any Accounts Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Note Collateral Agent or any other Secured Party of any payment relating thereto, nor shall the Note Collateral Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Accounts Receivable (or any agreement giving rise thereto) to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Note Collateral Agent shall have given notice to the relevant Pledgor of the Note Collateral Agent's intent to exercise its corresponding rights pursuant to Subsection 6.3(b), each Pledgor shall be permitted to receive all cash dividends and distributions paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, and to exercise all voting and corporate rights with respect to the Pledged Stock.

(b) Subject to each applicable Intercreditor Agreement, if an Event of Default shall occur and be continuing and the Note Collateral Agent shall give written notice of its intent to exercise such rights to the relevant Pledgor or Pledgors (i) the Note Collateral Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Stock and make application thereof to the Obligations of the relevant Pledgor as provided in the Indenture consistent with Subsection 6.5, and (ii) any or all of the Pledged Stock shall be registered in the name of the Note Collateral Agent or its nominee, and the Note Collateral Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Stock at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange, subscription and any other rights, privileges or options pertaining to such Pledged Stock as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Pledged Stock upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the

corporate structure of any Issuer, or upon the exercise by the relevant Pledgor or the Note Collateral Agent, of any right, privilege or option pertaining to such Pledged Stock, and in connection therewith, the right to deposit and deliver any and all of the Pledged Stock with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Note Collateral Agent may reasonably determine), all without liability to the maximum extent permitted by applicable law (other than for its gross negligence or willful misconduct) except to account for property actually received by it, but the Note Collateral Agent shall have no duty, to any Pledgor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing, provided that the Note Collateral Agent shall not exercise any voting or other consensual rights pertaining to the Pledged Stock in any way that would constitute an exercise of the remedies described in Subsection 6.6 other than in accordance with Subsection 6.6.

(c) Each Pledgor hereby authorizes and instructs each Issuer or maker of any Pledged Securities pledged by such Pledgor hereunder to, subject to each applicable Intercreditor Agreement, (i) comply with any instruction received by it from the Note Collateral Agent in writing with respect to Capital Stock in such Issuer that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Pledgor, and each Pledgor agrees that each Issuer or maker shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Note Collateral Agent.

6.4 Proceeds to Be Turned Over to the Note Collateral Agent . In addition to the rights of the Note Collateral Agent specified in Subsection 6.1 with respect to payments of Accounts Receivable constituting Collateral, subject to each applicable Intercreditor Agreement, if an Event of Default shall occur and be continuing, and the Note Collateral Agent shall have instructed any Grantor to do so, all Proceeds of Security Collateral received by such Grantor consisting of cash, checks and other Cash Equivalent items shall be held by such Grantor in trust for the Note Collateral Agent and the other Secured Parties hereto, the Senior ABL Agent and the other ABL Secured Parties, the Senior Cash Flow Agent and the other Cash Flow Secured Parties, the Senior Term Loan Agent and the other Term Loan Secured Parties, any Additional Agent and the other applicable Additional Secured Parties (as defined in the applicable Intercreditor Agreement), and the applicable Collateral Representative, in each case to the extent applicable, in accordance with the terms of each applicable Intercreditor Agreement, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable (or their respective agents appointed for purposes of perfection), in accordance with the terms of the applicable Intercreditor Agreement, in the exact form received by such Grantor (duly indorsed by such Grantor to the Note Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Term Loan Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with the terms of the applicable Intercreditor Agreement, if required). All Proceeds of Security Collateral received by the Note Collateral Agent hereunder shall be held by the Note Collateral Agent in the relevant Collateral Proceeds Account maintained under its sole dominion and control, subject to each applicable Intercreditor Agreement. All Proceeds of Security Collateral while held by the Note Collateral Agent in such Collateral Proceeds Account (or by the relevant Grantor in trust for the Note Collateral Agent

and the other Secured Parties) shall continue to be held as collateral security for all the Obligations of such Grantor and shall not constitute payment thereof until applied as provided in Subsection 6.5 and each applicable Intercreditor Agreement.

6.5 Application of Proceeds. It is agreed that if an Event of Default shall occur and be continuing, any and all Proceeds of the relevant Granting Party's Security Collateral received by the Note Collateral Agent (whether from the relevant Granting Party or otherwise) shall be held by the Note Collateral Agent for the benefit of the Secured Parties as collateral security for the Obligations of the relevant Granting Party (whether matured or unmatured), and/or then or at any time thereafter may, in the sole discretion of the Note Collateral Agent, subject to each applicable Intercreditor Agreement, be applied by the Note Collateral Agent against the Obligations of the relevant Granting Party then due and owing in the following order of priority, subject to each applicable Intercreditor Agreement:

First: To the payment of all amounts due the Trustee under Section 707 of the Indenture;

Second: To the payment of all amounts due the Note Collateral Agent under Section 1510 of the Indenture;

Third: To the payment of the amounts then due and unpaid upon the other Obligations of such Granting Party ratably, without preference or priority of any kind, according to the amounts due and payable on such Obligations; provided that any such application of Proceeds shall be made on a pro rata basis as between and among (i) the Holders and their respective successors and assigns and their permitted transferees and endorsees and (ii) the Non-Holder Secured Parties, based on the amount of then-existing Obligations as certified by the agent or representative for the Non-Holder Secured Parties (upon which the Note Collateral Agent may conclusively rely); and

Fourth: To such Grantor.

6.6 Code and Other Remedies. Subject to each applicable Intercreditor Agreement, if an Event of Default shall occur and be continuing, the Note Collateral Agent, on behalf of the Secured Parties, may (but shall not be obligated to) exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations to the extent permitted by applicable law, all rights and remedies of a secured party under the Code and under any other applicable law and in equity. Without limiting the generality of the foregoing, to the extent permitted by applicable law and subject to each applicable Intercreditor Agreement, the Note Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Granting Party or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances (but shall not be obligated to), forthwith collect, receive, appropriate and realize upon the Security Collateral, or any part thereof, and/or may forthwith, subject to any existing reserved rights or licenses, sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Security Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Note Collateral Agent or any other Secured Party

or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. To the extent permitted by law and subject to each applicable Intercreditor Agreement, the Note Collateral Agent or any other Secured Party shall have the right, upon any such sale or sales, to purchase the whole or any part of the Security Collateral so sold, free of any right or equity of redemption in such Granting Party, which right or equity is hereby waived and released. Each Granting Party further agrees, at the Note Collateral Agent's request (subject to each applicable Intercreditor Agreement), to assemble the Security Collateral and make it available to the Note Collateral Agent at places which the Note Collateral Agent shall reasonably select, whether at such Granting Party's premises or elsewhere. The Note Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Subsection 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Security Collateral or in any way relating to the Security Collateral or the rights of the Note Collateral Agent and the other Secured Parties hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations of the relevant Granting Party then due and owing, in the order of priority specified in Subsection 6.5, and only after such application and after the payment by the Note Collateral Agent of any other amount required by any provision of law, including Section 9-615(a)(3) of the Code, need the Note Collateral Agent account for the surplus, if any, to such Granting Party. To the extent permitted by applicable law, (i) such Granting Party waives all claims, damages and demands it may acquire against the Note Collateral Agent or any other Secured Party arising out of the repossession, retention or sale of the Security Collateral, other than any such claims, damages and demands that may arise from the gross negligence or willful misconduct of any of the Note Collateral Agent or such other Secured Party, and (ii) if any notice of a proposed sale or other disposition of Security Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) Subject to each applicable Intercreditor Agreement, if the Note Collateral Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Subsection 6.6, and if in the reasonable opinion of the Note Collateral Agent it is necessary or reasonably advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Pledgor will use its reasonable best efforts to cause the Issuer thereof to (i) execute and deliver, and use its reasonable best efforts to cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the reasonable opinion of the Note Collateral Agent, necessary or advisable to register such Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its reasonable best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of not more than one year from the date of the first public offering of such Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the reasonable opinion of the Note Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Such Pledgor agrees to use its reasonable best efforts to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all states and the District of Columbia that the Note Collateral Agent shall reasonably designate and to make

available to its security holders, as soon as practicable, an earnings statement (which need not be audited) that will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Such Pledgor recognizes that the Note Collateral Agent may be unable to effect a public sale of any or all such Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Such Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, to the extent permitted by applicable law, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Note Collateral Agent shall not be under any obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Such Pledgor agrees to use its reasonable best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of such Pledged Stock pursuant to this Subsection 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Such Pledgor further agrees that a breach of any of the covenants contained in this Subsection 6.7 will cause irreparable injury to the Note Collateral Agent and the Holders, that the Note Collateral Agent and the Holders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Subsection 6.7 shall be specifically enforceable against such Pledgor, and to the extent permitted by applicable law, such Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants (except for a defense that no Event of Default has occurred or is continuing under the Indenture).

6.8 Waiver; Deficiency. Each Granting Party shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Security Collateral are insufficient to pay in full, the Notes and, to the extent then due and owing, all other Obligations of such Granting Party and the reasonable fees and disbursements of any attorneys employed by the Note Collateral Agent or any other Secured Party to collect such deficiency.

SECTION 7

The Note Collateral Agent

7.1 Note Collateral Agent's Appointment as Attorney-in-Fact, etc.. (a) Each Granting Party hereby irrevocably constitutes and appoints the Note Collateral Agent and any authorized officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Granting Party and in the name of such Granting Party or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be reasonably necessary or desirable to accomplish the purposes of this Agreement to the extent permitted by applicable law, provided that the Note Collateral Agent agrees not to exercise such power except upon the occurrence and during the

continuance of any Event of Default, and in accordance with and subject to the Indenture and each applicable Intercreditor Agreement. Without limiting the generality of the foregoing, at any time when an Event of Default has occurred and is continuing (in each case to the extent permitted by applicable law and subject to each applicable Intercreditor Agreement), (x) each Pledgor hereby gives the Note Collateral Agent the power and right, on behalf of such Pledgor, without notice or assent by such Pledgor, to execute, in connection with any sale provided for in Subsection 6.6 or 6.7, any endorsements, assessments or other instruments of conveyance or transfer with respect to such Pledgor's Pledged Collateral, and (y) each Grantor (other than Holdings) hereby gives the Note Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Accounts Receivable of such Grantor that constitutes Collateral or with respect to any other Collateral of such Grantor and file any claim or take any other action or institute any proceeding in any court of law or equity or otherwise deemed appropriate by the Note Collateral Agent for the purpose of collecting any and all such moneys due under any Accounts Receivable of such Grantor that constitutes Collateral or with respect to any other Collateral of such Grantor whenever payable;

(ii) in the case of any Copyright, Patent, or Trademark constituting Collateral of such Grantor, execute and deliver any and all agreements, instruments, documents and papers as the Note Collateral Agent may reasonably request to such Grantor to evidence the Note Collateral Agent's and the Holders' security interest in such Copyright, Patent, or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby consents to the non-exclusive royalty free use by the Note Collateral Agent of any Copyright, Patent or Trademark owned by such Grantor included in the Collateral for the purposes of disposing of any Collateral;

(iii) pay or discharge taxes and Liens, other than Liens permitted under this Agreement or the other Note Documents, levied or placed on the Collateral of such Grantor, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof; and

(iv) (A) direct any party liable for any payment under any of the Collateral of such Grantor to make payment of any and all moneys due or to become due thereunder directly to the Note Collateral Agent or as the Note Collateral Agent shall direct; (B) ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral of such Grantor; (C) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral of such Grantor; (D) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral of such Grantor or any portion thereof and to enforce any other right in respect of any Collateral of such Grantor; (E) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral of such Grantor; (F) settle, compromise or adjust any such suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Note Collateral Agent may deem appropriate; (G) subject to any existing

reserved rights or licenses, assign any Copyright, Patent or Trademark constituting Collateral of such Grantor (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Note Collateral Agent shall in its sole discretion determine; and (H) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral of such Grantor as fully and completely as though the Note Collateral Agent were the absolute owner thereof for all purposes, and do, at the Note Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Note Collateral Agent deems necessary to protect, preserve or realize upon the Collateral of such Grantor and the Note Collateral Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

(b) The reasonable expenses of the Note Collateral Agent incurred in connection with actions undertaken as provided in this Subsection 7.1 shall be payable by such Granting Party to the Note Collateral Agent on demand in accordance with the Indenture.

(c) Each Granting Party hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable as to the relevant Granting Party until this Agreement is terminated as to such Granting Party, and the security interests in the Security Collateral of such Granting Party created hereby are released.

7.2 Duty of Note Collateral Agent . The Note Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Security Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Note Collateral Agent deals with similar property for its own account. None of the Note Collateral Agent or any other Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Security Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Security Collateral upon the request of any Granting Party or any other Person or, except as otherwise provided herein, to take any other action whatsoever with regard to the Security Collateral or any part thereof. The powers conferred on the Note Collateral Agent and the other Secured Parties hereunder and under the Indenture are solely to protect the Note Collateral Agent's and the other Secured Parties' interests in the Security Collateral and shall not impose any duty upon the Note Collateral Agent or any other Secured Party to exercise any such powers. The Note Collateral Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and to the maximum extent permitted by applicable law, neither they nor any of their officers, directors, employees or agents shall be responsible to any Granting Party for any act or failure to act hereunder, except as otherwise provided herein or for their own gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

7.3 Financing Statements. Pursuant to any applicable law, each Granting Party authorizes the Note Collateral Agent to file or record financing statements and other filing or recording documents or instruments with respect to such Granting Party's Security Collateral without the signature of such Granting Party in such form and in such filing offices as reasonably necessary to perfect the security interests of the Note Collateral Agent under this Agreement.

Each Granting Party authorizes the Note Collateral Agent to use any collateral description reasonably determined by the Note Collateral Agent, including the collateral description "all personal property" or "all assets" or words of similar meaning in any such financing statements, provided that any collateral description in any financing statement or other filing or recording document or instrument with respect to Holdings and/or Holdings' Pledged Collateral shall be limited to an accurate and precise description of Holdings' Pledged Collateral. The Note Collateral Agent agrees to use its commercially reasonable efforts to notify the relevant Granting Party of any financing or continuation statement filed by it, provided that any failure to give such notice shall not affect the validity or effectiveness of any such filing. Notwithstanding the foregoing, the Note Collateral Agent shall have no obligation, responsibility or liability to file or record any financing statements, continuation statements or otherwise to create, preserve or maintain any security interest or lien, or the perfection thereof.

7.4 Authority of Note Collateral Agent . Each Granting Party acknowledges that the rights and responsibilities of the Note Collateral Agent under this Agreement with respect to any action taken by the Note Collateral Agent or the exercise or non-exercise by the Note Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement or any amendment, supplement or other modification of this Agreement shall, as between the Note Collateral Agent and the Secured Parties, be governed by the Indenture and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Note Collateral Agent and the Granting Parties, the Note Collateral Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Granting Party shall be under any obligation, or entitlement, to make any inquiry respecting such authority. The Note Collateral Agent shall have the benefit of the rights, privileges and immunities contained in Article 7 and Section 1509 of the Indenture.

7.5 Note Collateral Agent as Bailee for the Grantors . In the event that at any time, any Capital Stock or Intercompany Notes owned by any Grantor and held by the Note Collateral Agent constitute Excluded Assets (including any such Capital Stock or Intercompany Notes constituting Pledged Securities at the time of delivery to the Note Collateral Agent that later become Excluded Assets), and for so long as they constitute Excluded Assets, any such Capital Stock or Intercompany Notes in the possession of the Note Collateral Agent, shall be held by the Note Collateral Agent solely as bailee and in trust for the applicable Grantor and such Pledged Securities will not be subject to Sections 3.1 and 3.2 hereof or any Lien or security interest created pursuant thereto. The Note Collateral Agent, at the request of the applicable Grantor, shall promptly deliver any Capital Stock or Intercompany Notes held by the Note Collateral Agent constituting Excluded Assets in accordance with the terms of any applicable Intercreditor Agreement or to such Grantor, as applicable.

7.6 Rights of the Note Collateral Agent. Wilmington Trust, National Association is acting under this Agreement solely in its capacity as Note Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Note Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Indenture, as if such rights, privileges and immunities were fully set forth herein.

SECTION 8

Non-Holder Secured Parties

8.1 Rights to Collateral. (a) The Non-Holder Secured Parties shall not have any right whatsoever to do any of the following: (i) exercise any rights or remedies with respect to the Collateral (such term, as used in this Section 8, having the meaning assigned to it in the Indenture) or to direct the Note Collateral Agent to do the same, including the right to (A) enforce any Liens or sell or otherwise foreclose on any portion of the Collateral, (B) request any action, institute any proceedings, exercise any voting rights, give any instructions, make any election, notify account debtors or make collections with respect to all or any portion of the Collateral or (C) release any Granting Party under this Agreement or release any Collateral from the Liens of any Note Security Document or consent to or otherwise approve any such release; (ii) demand, accept or obtain any Lien on any Collateral (except for Liens arising under, and subject to the terms of, this Agreement); (iii) vote in any Bankruptcy Case or similar proceeding in respect of Holdings, the Company or any of its Subsidiaries (any such proceeding, for purposes of this clause (a), a "Bankruptcy") with respect to, or take any other actions concerning the Collateral; (iv) receive any proceeds from any sale, transfer or other disposition of any of the Collateral (except in accordance with this Agreement); (v) oppose any sale, transfer or other disposition of the Collateral; (vi) object to any debtor-in-possession financing in any Bankruptcy which is provided by one or more Holders among others (including on a priming basis under Section 364(d) of the Bankruptcy Code); (vii) object to the use of cash collateral in respect of the Collateral in any Bankruptcy; or (viii) seek, or object to the Holders or Agents seeking on an equal and ratable basis, any adequate protection or relief from the automatic stay with respect to the Collateral in any Bankruptcy.

(b) Each Non-Holder Secured Party, by its acceptance of the benefits of this Agreement and the other Note Security Documents, agrees that in exercising rights and remedies with respect to the Collateral, the Note Collateral Agent and the Holders, with the consent of the Note Collateral Agent, may enforce the provisions of the Note Security Documents and exercise remedies thereunder and under any other Note Documents (or refrain from enforcing rights and exercising remedies), all in such order and in such manner as they may determine in the exercise of their sole business judgment. Such exercise and enforcement shall include the rights to collect, sell, dispose of or otherwise realize upon all or any part of the Collateral, to incur expenses in connection with such collection, sale, disposition or other realization and to exercise all the rights and remedies of a secured lender under the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction. The Non-Holder Secured Parties by their acceptance of the benefits of this Agreement and the other Note Security Documents hereby agree not to contest or otherwise challenge any such collection, sale, disposition or other realization of or upon all or any of the Collateral. Whether or not a Bankruptcy Case has been commenced, the Non-Holder Secured Parties shall be deemed to have consented to any sale or other disposition of any property, business or assets of Holdings, the Company or any of its Subsidiaries and the release of any or all of the Collateral from the Liens of any Note Security Document in connection therewith.

(c) Notwithstanding any provision of this Subsection 8.1, the Non-Holder Secured Parties shall be entitled subject to each applicable Intercreditor Agreement to file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleadings (A) in order to prevent any Person from seeking to foreclose on the Collateral or supersede the Non-Holder Secured Parties' claim thereto or (B) in opposition to

any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of the Non-Holder Secured Parties. Each Non-Holder Secured Party, by its acceptance of the benefits of this Agreement, agrees to be bound by and to comply with each applicable Intercreditor Agreement and authorizes the Note Collateral Agent to enter into the Intercreditor Agreements on its behalf.

(d) Each Non-Holder Secured Party, by its acceptance of the benefits of this Agreement, agrees that the Note Collateral Agent, the Trustee and the Holders may deal with the Collateral, including any exchange, taking or release of Collateral, may change or increase the amount of the Company Obligations and/or the Grantor Obligations, and may release any Granting Party from its Obligations hereunder, all without any liability or obligation (except as may be otherwise expressly provided herein) to the Non-Holder Secured Parties. The Note Collateral Agent shall not be required to provide any notice of any event that the Note Collateral Agent may be aware of, or any action taken by the Note Collateral Agent, to any Non-Holder Secured Party.

8.2 Appointment of Agent. Each Non-Holder Secured Party, by its acceptance of the benefits of this Agreement and the other Note Security Documents, shall be deemed irrevocably to make, constitute and appoint the Note Collateral Agent, as agent under the Indenture (and all officers, employees or agents designated by the Note Collateral Agent) as such Person's true and lawful agent and attorney-in-fact, and in such capacity, the Note Collateral Agent shall have the right, with power of substitution for the Non-Holder Secured Parties and in each such Person's name or otherwise, to effectuate any sale, transfer or other disposition of the Collateral. It is understood and agreed that the appointment of the Note Collateral Agent as the agent and attorney-in-fact of the Non-Holder Secured Parties for the purposes set forth herein is coupled with an interest and is irrevocable. Each Non-Holder Secured Party, by its acceptance of the benefits of this Agreement and the other Note Documents, agrees to be bound by the provisions of Sections 701 and 704 of the Indenture.

8.3 Waiver of Claims. To the maximum extent permitted by law, each Non-Holder Secured Party waives any claim it might have against the Note Collateral Agent, the Trustee or the Holders with respect to, or arising out of, any action or failure to act or any error of judgment, negligence, or mistake or oversight whatsoever on the part of the Note Collateral Agent, the Trustee or the Holders or their respective directors, officers, employees or agents with respect to any exercise of rights or remedies under the Note Documents or any transaction relating to the Collateral (including any such exercise described in Subsection 8.1(b)), except for any such action or failure to act that constitutes willful misconduct or gross negligence of such Person. To the maximum extent permitted by applicable law, none of the Note Collateral Agent, the Trustee or any Holder or any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Holdings, any Subsidiary of Holdings, any Non-Holder Secured Party or any other Person or to take any other action or forbear from doing so whatsoever with regard to the Collateral or any part thereof, except for any such action or failure to act that constitutes willful misconduct or gross negligence of such Person. The Note Collateral Agent shall not be subject to any fiduciary or other implied duties of any kind or nature to the Non-Holder Secured Parties, regardless of whether an Event of Default has occurred or is continuing.

8.4 Designation of Non-Holder Secured Parties. The Company may from time to time designate a Person as a "Bank Products Provider," a "Hedging Provider" or a "Management Credit Provider" hereunder by written notice to the Note Collateral Agent. Upon being so designated by the Company, such Bank Products Provider, Hedging Provider or Management Credit Provider (as the case may be) shall be a Non-Holder Secured Party for the purposes of this Agreement for as long as so designated by the Company; provided that, at the time of the Company's designation of such Non-Holder Secured Party, the obligations of the relevant Grantor under the applicable Hedging Agreement, Bank Products Agreement or Management Guarantee (as the case may be) have not been designated as ABL Obligations, Additional ABL Obligations, Cash Flow Obligations or Additional Cash Flow Obligations (other than the Additional Cash Flow Obligations in respect of the Indenture).

SECTION 9

Miscellaneous

9.1 Amendments in Writing. Subject to the provisions of Article IX of the Indenture, none of the terms or provisions of this Agreement may be amended, supplemented, waived or otherwise modified except by a written instrument executed by each affected Granting Party and the Note Collateral Agent, provided that (a) any provision of this Agreement imposing obligations on any Granting Party may be waived by the Note Collateral Agent in a written instrument executed by the Note Collateral Agent (acting in accordance with the provisions of Article IX of the Indenture) and (b) if separately agreed in writing between the Company and any Non-Holder Secured Party (and such Non-Holder Secured Party has been designated in writing by the Company to the Note Collateral Agent for purposes of this sentence, for so long as so designated), no such amendment, supplement, waiver or modification shall amend, modify or waive Subsection 6.5 (or the definition of "Non-Holder Secured Party" or "Secured Party" to the extent relating thereto) if such amendment, supplement, waiver or modification would directly and adversely affect a Non-Holder Secured Party without the written consent of such affected Non-Holder Secured Party. For the avoidance of doubt, it is understood and agreed that any amendment, restatement, supplement, waiver or other modification of or to any Intercreditor Agreement that would have the effect, directly or indirectly, through any reference herein to any Intercreditor Agreement or otherwise, of amending, supplementing waiving or otherwise modifying this Agreement, or any term or provision hereof, or any right or obligation of any Granting Party hereunder or in respect hereof, shall not be given such effect except pursuant to a written instrument executed by each affected Granting Party and the Note Collateral Agent in accordance with this Subsection 9.1. In addition, the Indenture, the other Note Documents and any Intercreditor Agreement may be amended in accordance with the terms thereof.

9.2 Notices. All notices, requests and demands to or upon the Trustee, the Note Collateral Agent or any Granting Party hereunder shall be effected in the manner provided for in Section 109 of the Indenture; provided that any such notice, request or demand to or upon any Grantor shall be addressed to such Grantor at its notice address set forth on Schedule 1, unless and until such Grantor shall change such address by notice to the Trustee, the Note Collateral Agent given in accordance with Section 109 of the Indenture.

9.3 No Waiver by Course of Conduct; Cumulative Remedies. None of the Note Collateral Agent or any other Secured Party shall by any act (except by a written instrument

pursuant to Subsection 9.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Note Collateral Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Note Collateral Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Note Collateral Agent or such other Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

9.4 [Reserved].

9.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Granting Parties, the Note Collateral Agent and the Secured Parties and their respective successors and assigns permitted by the Indenture.

9.6 [Reserved].

9.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution", "signed", "signature" and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

9.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; provided that, with respect to any Pledged Stock issued by a Foreign Subsidiary, all rights, powers and remedies provided in this Agreement may be exercised only to the extent that they do not violate any provision of any law, rule or regulation of any Governmental Authority applicable to any such Pledged Stock or affecting the legality, validity or enforceability of any of the provisions of this Agreement against the Pledgor (such laws, rules or regulations, "Applicable Law") and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any Applicable Law.

9.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

9.10 Integration. This Agreement and the other Note Documents represent the entire agreement of the Granting Parties, the Note Collateral Agent and the other Secured Parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Granting Parties, the Note Collateral Agent or any other Secured Party relative to subject matter hereof not expressly set forth or referred to herein or in the other Note Documents.

9.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

9.12 Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Note Documents to which it is a party to the exclusive general jurisdiction of the Supreme Court of the State of New York for the County of New York located in the Borough of Manhattan (the "New York Supreme Court"), and the United States District Court for the Southern District of New York located in the Borough of Manhattan (the "Federal District Court" and, together with the New York Supreme Court, the "New York Courts") and appellate courts from either of them; provided that nothing in this Agreement shall be deemed or operate to preclude (i) the Note Collateral Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations (in which case any party shall be entitled to assert any claim or defense, including any claim or defense that this Subsection 9.12 would otherwise require to be asserted in a legal action or proceeding in a New York Court), or to enforce a judgment or other court order in favor of the Trustee or the Note Collateral Agent, (ii) any party from bringing any legal action or proceeding in any jurisdiction for the recognition and enforcement of any judgment, (iii) if all such New York Courts decline jurisdiction over any Person, or decline (or in the case of the Federal District Court, lack) jurisdiction over any subject matter of such action or proceeding, a legal action or proceeding may be brought with respect thereto in another court having jurisdiction and (iv) in the event a legal action or proceeding is brought against any party hereto or involving any of its assets or property in another court (without any collusive assistance by such party or any of its Subsidiaries or Affiliates), such party from asserting a claim or defense (including any claim or defense that this Subsection 9.12(a) would otherwise require to be asserted in a legal proceeding in a New York Court) in any such action or proceeding;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or

proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to any party at its address referred to in Subsection 9.2 or at such other address of which the Note Collateral Agent and the Trustee (in the case of any other party hereto) and the Company (in the case of the Note Collateral Agent and the Trustee) shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or (subject to clause (a) above) shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Subsection 9.12 any consequential or punitive damages.

9.13 Acknowledgments. Each Granting Party hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Note Documents to which it is a party;

(b) none of the Note Collateral Agent, the Trustee or any other Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Note Documents, and the relationship between the Grantors, on the one hand, and the Note Collateral Agent, the Trustee and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Note Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Grantors and the Secured Parties.

9.14 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER NOTE DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

9.15 Additional Granting Parties. Each new Wholly Owned Domestic Subsidiary of the Company that is required to become a party to this Agreement pursuant to Section 414 of the Indenture shall become a Granting Party for all purposes of this Agreement upon execution and delivery by such Domestic Subsidiary of an Assumption Agreement substantially in the form of Annex 2 hereto. Each existing Granting Party that is required to become a Pledgor with respect to Capital Stock of any new Subsidiary of the Company pursuant to Section 1503 of the Indenture shall become a Pledgor with respect thereto upon execution and delivery by such Granting Party of a Supplemental Agreement substantially in the form of Annex 3 hereto.

9.16 Releases. (a) The Collateral shall be released from the Lien and security interest created by this Agreement, all without delivery of any instrument or performance of any act by any party, at any time or from time to time in accordance with the provisions of Section 1502 of the Indenture. Upon such release, all rights in the Collateral so released shall revert to the Company and the Granting Parties.

(b) Upon receipt of the documents required by Section 1502 of the Indenture, the Note Collateral Agent and, if necessary, the Trustee shall, at the Company's expense, execute, deliver or acknowledge such instruments or releases to evidence and shall do or cause to be done all other acts reasonably requested by the Company to effect, in each case as soon as is reasonably practicable, the release of any Collateral permitted to be released pursuant to and subject to the Indenture. Neither the Trustee nor the Note Collateral Agent shall be liable for any such release undertaken in good faith and in the absence of gross negligence or willful misconduct.

(c) So long as no Event of Default has occurred and is continuing, the Note Collateral Agent and the Trustee shall at the direction of any applicable Granting Party return to such Granting Party any proceeds or other property received by it during any Event of Default pursuant to either Subsection 5.3.1 or 6.4 and not otherwise applied in accordance with Subsection 6.5.

9.17 Judgment. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in one currency into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the first currency could be purchased with such other currency on the Business Day preceding the day on which final judgment is given.

9.18 Transfer Tax Acknowledgment. Each party hereto acknowledges that the shares delivered hereunder are being transferred to and deposited with the Note Collateral Agent (or other Person in accordance with any applicable Intercreditor Agreement) as security for the Obligations and that this Subsection 9.18 is intended to be the certificate of exemption from New York stock transfer taxes for the purposes of complying with Section 270.5(b) of the Tax Law of the State of New York.

[Remainder of page left blank intentionally; Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the date first written above.

COMPANY:

CORNERSTONE BUILDING BRANDS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President, Chief Financial Officer and Treasurer

GRANTORS:

CAMELOT RETURN INTERMEDIATE HOLDINGS, LLC
HOLDINGS, LLC

By: /s/ Tyler Young
Name: Tyler Young
Title: Vice President

ALENCO BUILDING PRODUCTS MANAGEMENT, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO EXTRUSION GA, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO EXTRUSION MANAGEMENT, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO HOLDING CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO INTERESTS, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO TRANS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO WINDOW GA, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALUMINUM SCRAP RECYCLE, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

AMERICAN SCREEN MANUFACTURERS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ATRIUM CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ATRIUM EXTRUSION SYSTEMS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ATRIUM INTERMEDIATE HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ATRIUM PARENT, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ATRIUM WINDOWS AND DOORS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

AWC ARIZONA, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

AWC HOLDING COMPANY

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

BRIDEN ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

BROCKMEYER ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CAMELOT RETURN FINCO SUB, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CANYON ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CASCADE WINDOWS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CENTRIA
By: NCI Group, Inc., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

By: Robertson-Ceco II Corporation, its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CENTRIA, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CENTRIA SERVICES GROUP, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CHAMPION WINDOW, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ENVIRONMENTAL MATERIALS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ENVIRONMENTAL MATERIALS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ENVIRONMENTAL MATERIALS L.P.

By: Environmental Materials, Inc.,
its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ENVIRONMENTAL STONEWORKS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ENVIRONMENTAL STUCCO LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

FOUNDATION LABS BY PLY GEM, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

GLAZING INDUSTRIES MANAGEMENT, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

GREAT LAKES WINDOW, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

KLEARY MASONRY, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

KROY BUILDING PRODUCTS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

KWPI HOLDINGS CORP.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

MASTIC HOME EXTERIORS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

MW MANUFACTURERS INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

MWM HOLDING, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

NAPCO, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

NCI GROUP, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

NEW ALENCO EXTRUSION, LTD.

By: Alenco Extrusion Management, L.L.C., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

NEW ALENCO WINDOW, LTD.

By: Alenco Building Products Management, L.L.C., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

NEW GLAZING INDUSTRIES, LTD.

By: Glazing Industries Management, L.L.C., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

PLY GEM HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

PLY GEM INDUSTRIES, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

PLY GEM PACIFIC WINDOWS CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

PLY GEM SPECIALTY PRODUCTS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

PRIME WINDOW SYSTEMS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

REEDS METALS OF ALABAMA, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

REEDS METALS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ROBERTSON-CECO II CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SCHUYLKILL STONE, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SILVER LINE BUILDING PRODUCTS LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SIMEX, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SIMONTON BUILDING PRODUCTS LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SIMONTON INDUSTRIES, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SIMONTON WINDOWS & DOORS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SIMONTON WINDOWS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ST. CROIX ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

STEELBUILDING.COM, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

TALUS SYSTEMS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

THERMAL INDUSTRIES, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

UCC INTERMEDIATE HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

UNION CORRUGATING COMPANY

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

UNION CORRUGATING COMPANY HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

VAN WELL ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

VARIFORM, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

WINDOW PRODUCTS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

Acknowledged and Agreed to as of the date hereof by:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Note Collateral Agent and Trustee

By: /s/ Barry D. Somrock
Name: Barry D. Somrock
Title: Vice President

ANNEX 1

ACKNOWLEDGEMENT AND CONSENT*

The undersigned hereby acknowledges receipt of a copy of the Notes Collateral Agreement, dated as of July 25, 2022 (the "Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Agreement or the Indenture referred to therein, as the case may be), made by and among CORNERSTONE BUILDING BRANDS, INC. and the other Granting Parties party thereto in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Note Collateral Agent and Trustee. The undersigned agrees for the benefit of the Note Collateral Agent, Trustee and the Holders as follows:

The undersigned will be bound by the terms of the Agreement applicable to it as an Issuer (as defined in the Agreement) and will comply with such terms insofar as such terms are applicable to the undersigned as an Issuer.

The undersigned will notify the Note Collateral Agent promptly in writing of the occurrence of any of the events described in Subsection 5.3.1 of the Agreement.

The terms of Subsections 6.3(c) and 6.7 of the Agreement shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Subsection 6.3(c) or 6.7 of the Agreement.

[NAME OF ISSUER]

By:_____
Name: [_____]
Title: [_____]

Address for Notices:

[_____]

*This consent is necessary only with respect to any Issuer that is not also a Granting Party.

ANNEX 2

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of [_____ __], 20[_], made by [_____], a [_____] corporation ([each an][the] "Additional Granting Party"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as note collateral agent (in such capacity, the "Note Collateral Agent") for the Secured Parties (as defined in the Notes Collateral Agreement) and trustee (the "Trustee") on behalf of the Holders (as defined in the Indenture). All capitalized terms not defined herein shall have the meaning ascribed to them in the Notes Collateral Agreement referred to below, or if not defined therein, in the Indenture.

W I T N E S S E T H :

WHEREAS, CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (together with its successors and assigns, the "Company"), the Guarantors from time to time party thereto and Wilmington Trust, National Association, as Trustee and as Note Collateral Agent, are parties to an Indenture, dated as of July 25, 2022 (as amended by that First Supplemental Indenture, dated as of July 25, 2022, and as the same may be further amended, supplemented or otherwise modified from time to time, the "Indenture");

WHEREAS, in connection with the Indenture, the Company, Holdings and certain of the Company's Domestic Subsidiaries are, or are to become, parties to the Notes Collateral Agreement, dated as of July 25, 2022 (as amended, supplemented, waived or otherwise modified from time to time, the "Notes Collateral Agreement"), in favor of the Trustee and the Note Collateral Agent, for the benefit of the Secured Parties;

WHEREAS, [the][each] Additional Granting Party is a member of an affiliated group of companies that includes the Company and each other Grantor;

WHEREAS, the Indenture requires [the][each] Additional Grantor to become a party to the Notes Collateral Agreement; and

WHEREAS, [the][each] Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Notes Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Notes Collateral Agreement. By executing and delivering this Assumption Agreement, [the][each] Additional Grantor, as provided in Subsection 9.15 of the Notes Collateral Agreement, hereby becomes a party to the Notes Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a [Grantor and Pledgor] [and Grantor] [and Pledgor][1] and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a [Grantor and Pledgor] [and Grantor] [and Pledgor][2]

1 Indicate the capacities in which the Additional Granting Party is becoming a Grantor.
2 Indicate the capacities in which the Additional Granting Party is becoming a Grantor.

thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules [_____] to the Notes Collateral Agreement, and such Schedules are hereby amended and modified to include such information. [The][Each] Additional Grantor hereby represents and warrants that each of the representations and warranties of such Additional Grantor, in its capacities as a [Grantor and Pledgor] [and Grantor] [and Pledgor],[3] contained in Section 4 of the Notes Collateral Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date. Each Additional Grantor hereby grants, as and to the same extent as provided in the Notes Collateral Agreement, to the Note Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the [Collateral (as such term is defined in Subsection 3.1 of the Notes Collateral Agreement) of such Additional Grantor] [and] [the Pledged Collateral (as such term is defined in the Notes Collateral Agreement) of such Additional Grantor, except as provided in Subsection 3.3 of the Notes Collateral Agreement].

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[3] Indicate the capacities in which the Additional Granting Party is becoming a Grantor.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By:_____
Name:
Title:

Acknowledged and Agreed to as of the date hereof by:

WILMINGTON TRUST, NATIONAL ASSOCIATION,as Note Collateral Agent and Trustee

By:_____
Name:
Title:

ANNEX 3

SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL AGREEMENT, dated as of [_____ __], 20[_], made by [_____], a [_____] corporation (the "Additional Pledgor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as note collateral agent (in such capacity, the "Note Collateral Agent") for the Secured Parties (as defined in the Notes Collateral Agreement) and trustee (the "Trustee") on behalf of the Holders (as defined in the Indenture). All capitalized terms not defined herein shall have the meaning ascribed to them in the Notes Collateral Agreement referred to below, or if not defined therein, in the Indenture.

W I T N E S S E T H :

WHEREAS, CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (together with its successors and assigns, the "Company"), the Guarantors from time to time party thereto and Wilmington Trust, National Association, as Trustee and as Note Collateral Agent, are parties to an Indenture, dated as of July 25, 2022 (as amended by that First Supplemental Indenture, dated as of July 25, 2022, and as the same may be further amended, supplemented or otherwise modified from time to time, the "Indenture");

WHEREAS, in connection with the Indenture, the Company, Holdings and certain of the Company's Domestic Subsidiaries are, or are to become, parties to the Notes Collateral Agreement, dated as of July 25, 2022 (as amended, supplemented, waived or otherwise modified from time to time, the "Notes Collateral Agreement"), in favor of the Trustee and the Note Collateral Agent, for the benefit of the Secured Parties;

WHEREAS, the Indenture requires the Additional Pledgor to become a Pledgor under the Notes Collateral Agreement with respect to Capital Stock of certain new Subsidiaries of the Additional Pledgor; and

WHEREAS, the Additional Pledgor has agreed to execute and deliver this Supplemental Agreement in order to become such a Pledgor under the Notes Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Notes Collateral Agreement. By executing and delivering this Supplemental Agreement, the Additional Pledgor, as provided in Subsection 9.15 of the Notes Collateral Agreement, hereby becomes a Pledgor under the Notes Collateral Agreement with respect to the shares of Capital Stock of the Subsidiary of the Additional Pledgor listed in Annex 1 hereto and will be bound by all terms, conditions and duties applicable to a Pledgor under the Notes Collateral Agreement, as a Pledgor thereunder. The information set forth in Annex 1 hereto is hereby added to the information set forth in Schedule 2 to the Notes Collateral Agreement, and such Schedule 2 is hereby amended and modified to include such information. The Additional Pledgor hereby represents and warrants that each of the representations and warranties of such Additional Pledgor, in its capacity as a Pledgor, contained in Subsection 4.3 of the Notes Collateral Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Supplemental Agreement) as if made on and as of such date. The Additional Pledgor hereby undertakes each of the covenants, in its capacity as a Pledgor, contained in

Subsection 5.3 of the Notes Collateral Agreement. The Additional Pledgor hereby grants, as and to the same extent as provided in the Notes Collateral Agreement, to the Note Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Pledged Collateral of such Additional Pledgor now owned or at any time hereafter acquired by such Pledgor, and any Proceeds thereof, except as provided in Subsection 3.3 of the Notes Collateral Agreement. The Additional Pledgor represents and warrants to the Note Collateral Agent and the other Secured Parties that this Supplemental Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

2. GOVERNING LAW. THIS SUPPLEMENTAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL PLEDGOR]

By:_____
Name:
Title:

Acknowledged and Agreed to as of the date hereof by:

WILMINGTON TRUST, NATIONAL ASSOCIATION,as Note Collateral Agent and Trustee

By:_____
Name:
Title:

ANNEX 4

[Reserved]

ANNEX 5

FORM OF MORTGAGE

[5] This instrument was prepared in consultation with counsel in the state in which the Premises is located by the attorney named below and after recording, please return to:

Cahill Gordon & Reindel LLP
32 Old Slip
New York, New York 10005
Attention: Josh Cohn

NOTES MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING

THIS NOTES MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING (as the same may be amended, supplemented, waived or otherwise modified from time to time, the "Mortgage") is made and entered into as of the [___] day of [_____],20[__], by [_____, a _____], with an address as of the date hereof at [_____], Attention: [_____] (the "Mortgagor"), for the benefit of WILMINGTON TRUST, NATIONAL ASSOCIATION, with an address as of the date hereof at [_____], ("Wilmington"), in its capacity as Note Collateral Agent for the Secured Parties (as such terms are defined in the Notes Collateral Agreement defined below) (in such capacity, together with its successors and assigns in such capacity, the "Mortgagee").

RECITALS:

WHEREAS, pursuant to that certain Indenture, dated as of July 25, 2022 (as the same may be amended, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Indenture"), among CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (together with its successors and assigns, the "Company"), the guarantors from time to time party thereto (the "Guarantors") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee on behalf of the Holders (as defined therein) and as note collateral agent, the Company is issuing Notes (as defined therein) in series;

WHEREAS, the Company is a member of an affiliated group of companies that includes CAMELOT RETURN INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Company, the Company's Subsidiaries [and the Mortgagor][6;]

[5] Local counsel to advise as to any recording requirements for the cover page, including need for recording tax notification or a separate tax affidavit.
[6] To be included if Mortgagor is not included in the aforementioned list of entities.

WHEREAS, the proceeds of the issuance of the Notes under the Indenture will be used in part to enable the Company to make valuable transfers to the Mortgagor in connection with the operation of its business;

WHEREAS, the Company and the Mortgagor are engaged in related businesses, and each will derive substantial direct and indirect benefit from the issuance of the Notes under the Indenture;

WHEREAS, the Mortgagor is the owner of the fee simple interest in the real property described on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, it is a condition to the issuance and purchase of the Notes that the Mortgagor shall execute and deliver this Mortgage to the Mortgagee for the benefit of the Secured Parties;

WHEREAS, concurrently with the entering into of the Indenture, Holdings, the Company and certain Domestic Subsidiaries of the Company have entered into that certain Notes Collateral Agreement (as the same may be amended, supplemented, waived or otherwise modified from time to time, the "Notes Collateral Agreement") in favor of Wilmington, as Note Collateral Agent for the Secured Parties and Trustee for the Holders;

WHEREAS, the Mortgagor will receive substantial benefit from the execution and performance of the obligations under the Indenture, and is, therefore, willing to enter into this Mortgage; and

WHEREAS, this Mortgage is given by the Mortgagor in favor of the Mortgagee for the benefit of the Secured Parties to secure the payment and performance of all of the Obligations (as defined in the Notes Collateral Agreement) of the Mortgagor (such Obligations of the Mortgagor being hereinafter referred to as the "Obligations").

W I T N E S S E T H:

NOW THEREFORE, the Mortgagor, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has irrevocably granted, released, sold, remised, bargained, assigned, pledged, warranted, mortgaged, transferred and conveyed, and does hereby grant, release, sell, remise, bargain, assign, pledge, warrant, mortgage, transfer and convey to the Mortgagee, for the benefit of the Secured Parties, and the Mortgagee's successors and assigns, with the power of sale (subject to applicable law) a continuing security interest in and to, and lien upon, all of the Mortgagor's right, title and interest in and to the following described land, real property interests, buildings, improvements, fixtures and proceeds:

(a) All that tract or parcel of land and other real property interests in [_____] County, [_____], as more particularly described in Exhibit A attached hereto and made a part hereof, together with any greater or additional estate therein as hereafter may be acquired by the Mortgagor (the "Land"), and all of the Mortgagor's right, title and interest in and to rights appurtenant thereto, including,

without limitation, mineral rights, air rights, water rights, sewer rights, easement rights and rights of way;

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements") and all fixtures now or hereafter owned by the Mortgagor and attached to or installed in and used in connection with the aforesaid Land and Improvements (collectively, the "Fixtures") (hereinafter, the Land, the Improvements and the Fixtures may be collectively referred to as the "Premises"); and

(c) Subject to the terms of the Notes Collateral Agreement and the Indenture, any and all cash proceeds and noncash proceeds from the conversion, voluntary or involuntary, of any of the Premises or any portion thereof into cash or liquidated claims, including (i) proceeds of any insurance, indemnity, warranty, guaranty or claim payable to the Mortgagee or to the Mortgagor from time to time with respect to any of the Premises, (ii) payments (in any form whatsoever) made or due and payable to the Mortgagor in connection with any condemnation, seizure or similar proceeding and (iii) other amounts from time to time paid or payable under or in connection with any of the Premises, including, without limitation, refunds of real estate taxes and assessments, including interest thereon, but in each case under this clause (c) excluding Excluded Assets (as defined in the Notes Collateral Agreement).

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging and all permits, licenses and rights relating to the use, occupancy and operation of thereof or any business conducted thereon, subject to Liens permitted by the Indenture (including Permitted Liens), to the Mortgagee, for the benefit of the Secured Parties, to secure the Obligations; provided that, upon the full satisfaction of the conditions set forth in the Indenture for the release of this Mortgage in accordance with the terms thereof, the lien and security interest of this Mortgage shall cease, terminate and be void and the Mortgagee or its successor or assign shall at the cost and expense of the Mortgagor promptly cause a release of this Mortgage to be filed in the appropriate office; and until the Obligations are fully satisfied, it shall remain in full force and virtue.

As additional security for said Obligations, subject to the Indenture or the Notes Collateral Agreement, as applicable, the Mortgagor hereby unconditionally assigns to the Mortgagee, for the benefit of the Secured Parties, all the security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "Rents and Profits"), which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only, reserving only to the Mortgagor a license to collect and apply the same as the Mortgagor chooses as long as no Event of Default has occurred and is continuing. Immediately upon the occurrence of and during the continuance of any Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Obligations or solvency of the Mortgagor, the license granted in the immediately preceding sentence shall automatically cease and terminate without any notice by the Mortgagee (such notice being hereby expressly waived by the Mortgagor to the extent permitted by applicable law), or any action or proceeding or the intervention of a receiver appointed by a court.

As additional collateral and further security for the Obligations, subject to the Indenture or the Notes Collateral Agreement, as applicable, the Mortgagor does hereby assign by way of security and grants to the Mortgagee, for the benefit of the Secured Parties, a security interest in all of the right, title and the interest of the Mortgagor in and to any and all real property leases, rental agreements and all other occupancy agreements (collectively, the "Leases") with respect to the Premises or any part thereof and the Mortgagor agrees to execute and deliver to the Mortgagee such additional instruments, in form and substance reasonably satisfactory to the Mortgagee, as may hereafter be reasonably requested by the Mortgagee to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed to impose upon the Mortgagee any obligation or liability with respect thereto.

The Mortgagor covenants, represents and agrees as follows:

ARTICLE I

Obligations Secured

1.1 Obligations. This Mortgage is given to secure the payment and performance by the Mortgagor of the Obligations. [The maximum amount of the Obligations secured hereby will not exceed $_____, plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof, expenses incurred by the Mortgagee by reason of any default by the Mortgagor under the terms hereof, together with interest thereon, all of which amounts shall be secured hereby.][7]

1.2 Future Advances. This Mortgage is given to secure the Obligations of the Mortgagor and the repayment of the aforesaid obligations (including, without limitation, the Obligations of the Mortgagor with respect to each advance of any Loan, any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest, and all renewals, modifications, replacements and extensions thereof). The lien of such future obligations shall relate back to the date of this Mortgage.

ARTICLE II

Mortgagor's Covenants, Representations and Agreements

2.1 Title to Property. The Mortgagor hereby represents and warrants to the Mortgagee and each other Secured Party that the representations and warranties set forth in Section 4 of the Notes Collateral Agreement as they relate to the Mortgagor or to the Note Documents to which the Mortgagor is a party, each of which representations and warranties is hereby incorporated herein by reference, are true and correct in all material respects, and the Mortgagee and each other Secured Party shall be entitled to rely on each of such representations and warranties as if fully set forth herein; provided that each reference in each such representation and warranty to the Company's knowledge shall, for the purposes of this Section 2.1, be deemed to be a reference to the Mortgagor's knowledge.

[7] To be included in states that impose mortgage recording tax and subject to applicable laws.

2.2 Taxes and Fees; Maintenance of Premises. The Mortgagor agrees to comply with Subsection 5.4.1(c) of the Notes Collateral Agreement, in each case in accordance with and to the extent provided therein.

2.3 Reimbursement. The Mortgagor agrees to comply with Subsection 5.4.1(c) of the Notes Collateral Agreement in accordance with and to the extent provided therein.

2.4 Additional Documents. The Mortgagor agrees to take any and all actions reasonably required to create and maintain the Lien of this Mortgage as against the Premises, and to protect and preserve the validity thereof, in each case in accordance with and to the extent provided in [Section 1501] of the Indenture.

2.5 Restrictions on Sale or Encumbrance. The Mortgagor agrees to comply with Sections [410], [411], [412], [413] and [415] of the Indenture, in each case in accordance with and to the extent provided therein.

2.6 Fees and Expenses. The Mortgagor will promptly pay upon demand any and all reasonable costs and expenses of the Mortgagee, including, without limitation, reasonable attorneys' fees actually incurred by the Mortgagee, to the extent required under the Indenture.

2.7 Insurance.

(a) [Reserved].

(b) Insurance Generally. The Mortgagor agrees to comply with Subsection 5.4 of the Notes Collateral Agreement in accordance with and to the extent provided therein.

(c) Use of Proceeds. Insurance proceeds shall be applied or disbursed as set forth in Subsection 5.4.2 or Section 6.5 of the Notes Collateral Agreement to the extent and as applicable.

2.8 [Reserved].

2.9 Releases and Waivers. The Mortgagor agrees that no release by the Mortgagee of any portion of the Premises, the Rents and Profits or the Leases, no subordination of lien, no forbearance on the part of the Mortgagee to collect on any Obligations, or any part thereof, no waiver of any right granted or remedy available to the Mortgagee and no action taken or not taken by the Mortgagee shall, except to the extent expressly released, in any way have the effect of releasing the Mortgagor from full responsibility to the Mortgagee for the complete discharge of each and every of the Mortgagor's obligations hereunder.

2.10 Compliance with Law. The Mortgagor agrees to comply with all applicable laws in all material respects.

2.11 [Reserved].

2.12 Security Agreement.

(a) This Mortgage is hereby made and declared to be a security agreement encumbering the Fixtures, and the Mortgagor grants to the Mortgagee, for the benefit of the Secured Parties, a security interest in the Fixtures. The Mortgagor grants to the Mortgagee, for the benefit of the Secured Parties, all of the rights and remedies of a secured party under the laws of the state in which the Premises are located. A financing statement or statements reciting this Mortgage to be a security agreement with respect to the Fixtures may be appropriately filed by the Mortgagee (provided, however, that the Mortgagee shall have no obligation to make any such filing).

(b) This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code of the State of New York or, if the creation, perfection or enforcement of any security interest herein is governed by the laws of a state other than the State of New York, then, as to the matter in question, the Uniform Commercial Code in effect in that state (collectively, the "UCC"). The Mortgagor warrants that, as of the date hereof, the name and address of the "Debtor" (which is the Mortgagor) are as set forth in the preamble of this Mortgage and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. The Mortgagor warrants that the Mortgagor's exact legal name is correctly set forth in the preamble of this Mortgage. The Mortgagee shall be deemed to be the "Secured Party" with the address as set forth in the preamble of this Mortgage and shall have the rights of a secured party under the UCC.

(c) This Mortgage will be filed in the real property records.

(d) As of the date hereof, the Mortgagor is a [_____] organized under the laws of the State of [_____], and the Mortgagor's organizational identification number is [_____][8].

2.13 Mortgage Recording Tax. The Mortgagor shall pay upon the recording hereof any and all mortgage recording taxes or any such similar fees and expenses due and payable to record this Mortgage in the appropriate records of the county in which the Premises is located.

ARTICLE III

Events of Default

An Event of Default shall exist and be continuing under the terms of this Mortgage upon the existence and during the continuance of an Event of Default under the terms of the Indenture.

[8] Local counsel to advise if bracketed text is required.

ARTICLE IV

Foreclosure

4.1 Acceleration of Obligations; Foreclosure. Upon the occurrence and during the continuance of an Event of Default, the entire balance of the Obligations, including all accrued interest, shall become due and payable to the extent such amounts become due and payable under the Indenture. Provided an Event of Default has occurred and is continuing, upon failure to pay the Obligations or reimburse any other amounts due under the Note Documents in full at any stated or accelerated maturity and in addition to all other remedies available to the Mortgagee at law or in equity, the Mortgagee may foreclose the lien of this Mortgage by judicial or non-judicial proceeding in a manner permitted by applicable law. The Mortgagor hereby waives, to the fullest extent permitted by law, any statutory right of redemption in connection with such foreclosure proceeding. At any foreclosure sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, the Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against the Mortgagor, and against all other Persons claiming or seeking to claim the property sold or any part thereof, by, through or under the Mortgagor. The Mortgagee or any of the Secured Parties may be a purchaser at such sale and if the Mortgagee is the highest bidder, subject to the terms of any applicable Intercreditor Agreement (as defined in the Notes Collateral Agreement), the Mortgagee shall credit the portion of the purchase price that would be distributed to the Mortgagee against the indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisement of the Premises is waived to the extent permitted by applicable law. With respect to any notices required or permitted under the UCC to the extent applicable, the Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable.

4.2 Proceeds of Sale. The proceeds of any foreclosure sale of the Premises, or any part thereof, will be distributed and applied in accordance with the terms and conditions of the Notes Collateral Agreement and any applicable Intercreditor Agreement (subject to any applicable provisions of applicable law).

ARTICLE IV

Additional Rights and Remedies of the Mortgagee

5.1 Rights Upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, immediately and without additional notice and without liability therefor to the Mortgagor, except for gross negligence or willful misconduct, may do or cause to be done any or all of the following to the extent permitted by applicable law, and subject to the terms of any applicable Intercreditor Agreement: (a) enter the Premises and take exclusive physical possession thereof; (b) invoke any legal remedies to dispossess the Mortgagor if the Mortgagor remains in possession of the Premises without the Mortgagee's prior written consent; (c) exercise its right to collect the Rents and Profits; (d) generally, supervise, manage and contract with reference to the Premises as if the Mortgagee

were equitable owner of the Premises, hold, lease, develop, operate or otherwise use the Premises or any part thereof upon such terms and conditions as directed or as the Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as directed or as the Mortgagee deems necessary or desirable), and apply all rents and other amounts collected by the Mortgagee in connection therewith in accordance with the provisions hereof; (e) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (f) institute proceedings for the complete foreclosure of the Mortgage, either by judicial action or by power of sale, in which case the Premises may be sold for cash or credit in one or more parcels; (g) expend Loan, funds and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the Lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of the Mortgagor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the Lien of this Mortgage; (h) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Mortgage, the Indenture or the other Note Documents, or to aid the execution of any power herein granted; and (i) exercise all other rights, remedies and recourses granted under the Note Documents or otherwise available at law or in equity. The Mortgagor also agrees that any of the foregoing rights and remedies of the Mortgagee may be exercised at any time during the continuance of an Event of Default independently of the exercise of any other such rights and remedies, and the Mortgagee may continue to exercise any or all such rights and remedies until (i) the Event of Default is cured, (ii) foreclosure and the conveyance of the Premises to the high bidder, or (iii) the outstanding principal amount of the Loans accrued and unpaid interest thereon (if any), and any other amounts then due and owing under the Indenture and any other Note Document to the Lenders or the Mortgagee are paid in full.

5.2 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, subject to the terms of any applicable Intercreditor Agreement, the Mortgagee shall be entitled, without additional notice and without regard to the adequacy of any security for the Obligations secured hereby, whether the same shall then be occupied as a homestead or not, or the solvency of any party bound for its payment, to make application for the appointment of a receiver to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall be added to the Obligations and secured hereby. The receiver shall have all the rights and powers provided for under the laws of the state in which the Premises are located, including without limitation, the power to execute leases, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such foreclosure suit, as well as during any further times when the Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. Receiver's fees, reasonable attorneys' fees and costs incurred in connection with the appointment of a receiver pursuant to this Section 5.2 shall be secured by this Mortgage. Notwithstanding the appointment of any receiver, trustee or other custodian, subject to any applicable Intercreditor Agreement, the Mortgagee shall be entitled to retain possession and control of any cash or other instruments at the time held by or

payable or deliverable under the terms of the Mortgage to the Mortgagee to the fullest extent permitted by law.

5.3 Waivers. No waiver of a prior Event of Default shall operate to waive any subsequent Event(s) of Default. All remedies provided in this Mortgage, the Indenture or any of the other Note Documents are cumulative and may, at the election of the Mortgagee, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, the Mortgagor or the Mortgagor's successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

5.5 Marshalling. The Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure any Loan and any other indebtedness secured hereby or to require the Mortgagee to pursue its remedies against any other such assets.

5.6 Protection of Premises. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee may take such actions, including, but not limited to disbursements of such sums, as the Mortgagee deems necessary in good faith to protect the Mortgagee's interest in the Premises.

ARTICLE VI

General Conditions

6.1 Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their successors and assigns to the extent permitted under the Indenture. The term "Mortgagee" shall include the Note Collateral Agent on the date hereof and any successor Note Collateral Agent under the Indenture. The word "person" shall include any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature, and the word "Premises" shall include any portion of the Premises or interest therein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase without limitation.

6.2 Notices. All notices, requests and other communications shall be given in accordance with Subsection 9.2 of the Notes Collateral Agreement.

6.3 Severability. If any provision of this Mortgage is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.4 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Mortgage nor the intent of any provision hereof.

6.5 Intercreditor Agreements. Notwithstanding anything to the contrary contained herein, the lien and security interest granted to the Mortgagee pursuant to this Mortgage and the exercise of any right or remedy by the Mortgagee hereunder are subject to the provisions of any applicable Intercreditor Agreement. The Mortgagee acknowledges and agrees that the relative priority of the Liens granted to the Mortgagee, any Agent and any Additional Agent (as such terms are defined in the applicable Intercreditor Agreements) shall be determined solely pursuant to the applicable Intercreditor Agreements, and not by priority as a matter of law or otherwise.

6.6 Conflicting Terms.

(a) In the event of any conflict between the terms of this Mortgage and any applicable Intercreditor Agreement, (i) the terms of the Base Intercreditor Agreement (as defined in the Notes Collateral Agreement) shall govern and control any conflict between the Mortgagee, the Senior Cash Flow Agent, the Senior ABL Agent, the Senior Term Loan Agent and/or any Additional Agent and (ii) the terms of any Other Intercreditor Agreement (as defined in the Notes Collateral Agreement) shall govern and control any conflict between the Mortgagee and any other party to such Other Intercreditor Agreement, in each case other than with respect to Section 6.7 of this Mortgage. In the event of any such conflict, the Mortgagor may act (or omit to act) in accordance with any of the applicable Intercreditor Agreements, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so.

(b) In the event of any conflict between the terms and provisions of theIndenture and the terms and provisions of this Mortgage, the terms and provisions of the Indenture shall control and supersede the provisions of this Mortgage with respect to such conflicts other than with respect to Section 6.7 of this Mortgage.

6.7 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the state in which the Premises are located.

6.8 Application of the Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the foreclosure laws of the state in which the Premises are located, the provisions of such laws shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with such laws.

6.9 Written Agreement. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with Subsection 9.1 of the Notes Collateral Agreement.

For the avoidance of doubt, it is understood and agreed that any amendment, amendment and restatement, waiver, supplement or other modification of or to the Base Intercreditor Agreement that would have the effect, directly or indirectly, through any reference herein to the Base Intercreditor Agreement or otherwise, of waiving, amending, supplementing or otherwise modifying this Mortgage, or any term or provision hereof, or any right or obligation of the Mortgagor hereunder or in respect hereof, shall not be given such effect except pursuant to a written instrument executed by the Mortgagor and the Mortgagee in accordance with this Section 6.9.

6.10 Waiver of Jury Trial. Subsection 9.14 of the Notes Collateral Agreement is hereby incorporated by reference.

6.11 Request for Notice. The Mortgagor requests that a copy of any statutory notice of default and a copy of any statutory notice of sale hereunder be mailed to the Mortgagor in accordance with the requirements in Section 6.2 of this Mortgage.

6.12 Counterparts. This Mortgage may be executed by one or more of the parties on any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

6.13 Release. If any of the Premises shall be sold, transferred or otherwise disposed of by the Mortgagor in a transaction permitted by the Indenture, then the Mortgagee, at the request and at the sole cost and expense of the Mortgagor, shall execute and deliver to the Mortgagor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Premises. The Mortgagor shall deliver to the Mortgagee prior to the date of the proposed release, a written request for release.

6.14 [Last Dollars Secured; Priority. This Mortgage secures only a portion of the Obligations owing or which may become owing by the Mortgagor to the Secured Parties. The parties agree that any payments or repayments of such Obligations shall be and be deemed to be applied first to the portion of the Obligations that is not secured hereby, it being the parties' intent that the portion of the Obligations last remaining unpaid shall be secured hereby. If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Obligations outstanding.[9]

[9] To be included in mortgages for states with a mortgage recording tax, to the extent required.

6.15 State Specific Provisions. In the event of any inconsistencies between this Section 6.15 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 6.15 shall control and be binding.

(a) [_____]

(b) [_____]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the above written date.

MORTGAGOR:

[_____]

By: _____
Name:_____
Title:_____

[ADD STATE NOTARY FORM FOR MORTGAGOR][10]

[10] Local counsel to confirm signature page and notary block which are acceptable for recording in the jurisdiction.

Exhibit A

Legal Description

[To be Attached.]

Exhibit 10.8

CAMELOT RETURN ULTIMATE, LP
2022 EQUITY INCENTIVE PLAN

ARTICLE I
ESTABLISHMENT AND PURPOSE; ADMINISTRATION

Section 1.01 Establishment. Camelot Return Ultimate, LP, a Delaware limited partnership (the "Partnership"), hereby establishes an equity incentive plan to be known as the Camelot Return Ultimate, LP 2022 Equity Incentive Plan (this "Plan"). This Plan shall become effective as of October 5, 2022 (the "Effective Date"), which is the date of its adoption by the Board of Directors of the Partnership (the "Board").

Section 1.02 Purpose. This Plan is intended to promote the long-term growth and profitability of the Partnership and its Subsidiaries by providing those persons who are or will be involved in the growth of the Partnership and its Subsidiaries with an opportunity to acquire an interest in the future profits of the Partnership, thereby encouraging such persons to contribute to and participate in the success of the Partnership and its Subsidiaries. Under this Plan, the Partnership may offer and sell Class A-2 Units and grant Incentive Units, in each case, to such present and future officers, directors, managers, employees, consultants, and advisors of the Partnership or its Subsidiaries as may be selected in the sole discretion of the Administrator (collectively, the "Participants").

Section 1.03 Administration. The Administrator shall have the power and authority to prescribe, amend, and rescind rules and procedures governing the administration of this Plan, including, but not limited to, the full power and authority, consistent with the terms set forth herein, to: (a) interpret the terms of this Plan, the terms of any Class A-2 Units offered or Incentive Units granted under this Plan, and the rules and procedures established by the Administrator governing any such Class A-2 Units and Incentive Units, (b) determine the rights of any person under this Plan, or the meaning of requirements imposed by the terms of this Plan or any rule or procedure established by the Administrator, (c) select the Participants to receive Class A-2 Units or Incentive Units under this Plan, (d) set or amend the Participation Threshold of any Incentive Units granted under this Plan, (e) establish performance and vesting standards, (f) impose such limitations, restrictions, and conditions upon such Class A-2 Units and Incentive Units as it shall deem appropriate, (g) adopt, amend, and rescind administrative guidelines and other rules and regulations relating to this Plan, (h) correct any defect or omission or reconcile any inconsistency in this Plan, and (i) make all other determinations and take all other actions necessary or advisable for the implementation and administration of this Plan, subject to such limitations as may be imposed by the Code or other applicable law. Notwithstanding anything to the contrary in this Plan or the applicable Incentive Unit Grant Agreement, the Administrator may, in its sole discretion, accelerate the vesting of any Incentive Units at any time and for any reason. Each action of the Administrator (including each determination of the Administrator) shall be final, binding, and conclusive on all persons.

ARTICLE II
DEFINITIONS

Section 2.01 Certain Definitions. As used in this Plan, the following terms shall have the meanings set forth below:

"Act" has the meaning set forth in the LP Agreement.

"Administrator" means the Board or a committee duly authorized by the Board to administer this Plan; provided, that the Compensation Committee of Opco may make recommendations to the Administrator with respect to the administration of this Plan (including, for the avoidance of doubt, with respect to the selection of Participants and the grants of Incentive Units hereunder). If no committee is duly authorized by the Board to administer this Plan, the term "Administrator" shall be deemed to refer to the Board for all purposes under this Plan. The Board may abolish any Administrator or re-vest in itself any previously delegated authority from time to time.

"Affiliate" has the meaning set forth in the LP Agreement.

"Cause" means, with respect to any Participant, one or more of the following whenever occurring: (a) commission of, indictment for, or plea of *nolo contendere* for, a felony or a crime involving moral turpitude; (b) commission of an act or knowing omission to act with respect to the Partnership or any of its Subsidiaries or any of their customers or suppliers involving dishonesty, disloyalty, or fraud; (c) conduct that is reasonably likely to have a significant adverse effect on the reputation, results of operation, or important business relationships of the Partnership or any of its Subsidiaries; (d) repeated failure to perform duties as reasonably directed by the Partnership or any of its Subsidiaries; (e) gross negligence or willful misconduct with respect to the Partnership or any of its Subsidiaries; or (f) material breach of such Participant's Equity Agreement(s) or Employment Agreement or any written policy of the Partnership or any of its Subsidiaries, which is incurable or not cured to the Administrator's reasonable satisfaction within 30 days after written notice thereof to such Participant; provided, however, that if a Participant has a written Employment Agreement with the Partnership or any of its Subsidiaries that contains a definition of "Cause", then Cause as used herein with respect to such Participant shall have the meaning set forth in such Employment Agreement.

"CD&R Investors" has the meaning set forth in the LP Agreement.

"Class A Unit" has the meaning set forth in the LP Agreement.

"Class A-2 Unit" has the meaning set forth in the LP Agreement.

"Class B Unit" has the meaning set forth in the LP Agreement.

"Code" means the Internal Revenue Code of 1986, as it may be amended from time to time.

"Determination Date" means, with respect to a Class A-2 Unit, the later of (a) the date of the Termination of Service of the holder of such Class A-2 Unit and (b) six months and one day following the date of a Participant's acquisition of such Class A-2 Unit.

"Disability" means, unless otherwise provided in an Incentive Unit Grant Agreement, (a) if the Participant is party to an Employment Agreement that defines "disability" (or a similar term), the meaning ascribed to such term in the Participant's Employment Agreement or (b) if the Participant is not party to an Employment Agreement or if the Participant's Employment Agreement does not define "disability" (or a similar term), (i) a Participant's long-term disability within the meaning of the long-term disability insurance plan or program of the Partnership or any Subsidiary then covering the Participant, or (ii) in the absence of such a plan or program, as determined by the Administrator. Unless otherwise set forth in the Participant's Employment Agreement, the Administrator's reasoned and good faith judgment of Disability shall be final and shall be based on such competent medical evidence as shall be presented to it by the Participant or by any physician or group of physicians or other competent medical expert employed by the Participant or the Partnership to advise the Administrator.

"Distribution" has the meaning set forth in the LP Agreement.

"Employment Agreement" has the meaning set forth in the LP Agreement.

"Equity Agreement" has the meaning set forth in the LP Agreement.

"Equity Securities" has the meaning set forth in the LP Agreement.

"Executive Unitholder" has the meaning set forth in the LP Agreement.

"Fair Market Value" means has the meaning set forth in the LP Agreement.

"Incentive Unit Grant Agreement" means a written agreement between the Partnership and a Participant setting forth the terms, conditions, and limitations applicable to an Incentive Unit; provided that, except to the extent otherwise expressly set forth in an Incentive Unit Grant Agreement and approved by the Administrator, all Incentive Unit Grant Agreements shall be deemed to include all of the terms and conditions of this Plan.

"Initial Public Offering" has the meaning set forth in the LP Agreement.

"Investment Agreement" means an investment agreement between the Partnership and a Participant embodying the terms of any purchase of Class A-2 Units made pursuant to the Plan and in the form approved by the Administrator from time to time for such purpose.

"LP Agreement" means that certain Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of July 25, 2022 (as the same may be amended, modified, or supplemented from time to time).

"Opco" has the meaning set forth in the LP Agreement.

"Original Cost" means, as of any date of determination, with respect to a Class A-2 Unit issued under this Plan, the price paid therefor, if any (in each case, as proportionally adjusted for all unit splits, unit dividends, and other recapitalizations affecting such Class A-2 Unit subsequent to any such purchase), *minus* the aggregate amount of any Distributions made in respect of such Class A-2 Unit prior to such date of determination.

"Participation Threshold" has the meaning set forth in the LP Agreement.

"Person" has the meaning set forth in the LP Agreement.

"Post-Termination Settlement" means an exchange of vested Incentive Units for Class A-2 Units pursuant to Section 4.05.

"Repurchase Event" means, with respect to a Participant, (a) (i) in the case of Class A-2 Units received by such Participant pursuant to a Post-Termination Settlement, the consummation of such Post-Termination Settlement and (ii) in the case of any other Class A-2 Units, such Participant's Termination of Service or (b) the date on which the Administrator has actual knowledge of such Participant's Restrictive Covenant Breach.

"Restrictive Covenant Breach" means, with respect to a Participant, the determination by the Administrator in good faith that such Participant has breached Article VIII or any other restrictive covenant between the Participant and the Partnership or any of its Subsidiaries.

"Sale of the Partnership" has the meaning set forth in the LP Agreement.

"Sale Price" means the price per Class A Unit offered in conjunction with any Sale of the Partnership. If any part of the offered price is payable other than in cash, the Sale Price shall be determined in good faith by the Administrator immediately prior to the Sale of the Partnership.

"Securities Act" has the meaning set forth in the LP Agreement.

"Subsidiary" has the meaning set forth in the LP Agreement.

"Termination of Service" means, with respect to a Participant, the termination of such Participant's employment or service with the Partnership and its Subsidiaries for any reason, including, as a result of a Subsidiary no longer being a Subsidiary of the Partnership because of a sale, divestiture, or other disposition of such Subsidiary by the Partnership (whether such disposition is effected by the Partnership or another Subsidiary thereof). No period of notice that is or ought to have been given under applicable law in respect of the termination of employment or service shall be taken into account in determining any entitlement under this Plan. Furthermore, a Participant who goes on a leave of absence approved by the Partnership or one of its Subsidiaries shall not be deemed to have ceased the Participant's employment or service with the Partnership and its Subsidiaries during the period of such approved leave. Notwithstanding the foregoing, a Termination of Service shall not be deemed to have occurred if a Participant's status changes between being an employee, consultant, or director of the Partnership or any Subsidiary, unless otherwise determined by the Administrator.

"Transfer" has the meaning set forth in the LP Agreement.

"Unit" has the meaning set forth in the LP Agreement.

"Vesting Commencement Date" means, with respect to each award of Incentive Units, the date designated as the "Vesting Commencement Date" in the applicable Incentive Unit Grant Agreement.

Section 2.02 Index of Defined Terms. The following capitalized terms have the respective meanings given to them in the respective Sections of this Plan set forth opposite each of the capitalized terms below:

ARTICLE III
AWARDS AND ELIGIBILITY

Section 3.01 Awards. Awards under this Plan shall be made in the form of grants of Class B Units (collectively, "Incentive Units") or offer to purchase Class A-2 Units (together with the Incentive Units, collectively, "Units"). Each award of Incentive Units shall be evidenced by a written Incentive Unit Grant Agreement containing such restrictions, terms, and conditions, if any, as the Administrator may require. The Administrator may offer and sell Class A-2 Units in the Partnership to Participants at such time or times as it shall determine, the terms of which shall be set forth in an Investment Agreement. Except as otherwise expressly provided in an Incentive Unit Grant Agreement or Investment Agreement, if there is any conflict between any

provision of this Plan and an Incentive Unit Grant Agreement or Investment Agreement, the provisions of this Plan shall govern.

Section 3.02 Maximum Units Available. An aggregate of 1,008,285 Incentive Units and 1,890,534 Class A-2 Units shall be reserved for issuance under this Plan. All Units shall be subject to adjustment by the Administrator as set forth herein. In the event of any Unit split, combination of Units, or merger or consolidation of the Partnership, the Administrator shall make such changes in the number and type of Units and the terms thereof as the Administrator determines are necessary to prevent dilution or enlargement of rights of the Participants under this Plan. If any Units are cancelled, terminated, or forfeited in any manner without payment therefor (including pursuant to Article VII), such Units shall again be available under this Plan, subject to the foregoing maximum amounts.

Section 3.03 Eligibility. The Administrator may, from time to time, select the Participants who shall be eligible to participate in this Plan and the Incentive Units to be granted or Class A-2 Units to be offered to each such Participant. The Administrator may consider any factors it deems relevant in selecting the Participants and in granting Incentive Units or offering Class A-2 Units to such Participants. The Administrator's determinations under this Plan (including determinations of which Persons are to receive Incentive Units or purchase Class A-2 Units and in what amounts) need not be uniform and may be made by it selectively among Persons who are eligible to receive Incentive Units under this Plan.

Section 3.04 No Right to Continued Employment and/or Service. Nothing in this Plan or in any Incentive Unit Grant Agreement or Investment Agreement, as applicable, shall confer on any Participant any right to continue in the employment and/or service of the Partnership or its Subsidiaries or interfere in any way with the right of the Partnership or its Subsidiaries to terminate such Participant's employment and/or service at any time for any reason or to continue such Participant's present (or any other) rate of compensation.

Section 3.05 Securities Laws. This Plan has been instituted by the Partnership to provide certain compensatory incentives to the Participants and is intended to qualify for an exemption from the registration requirements (a) under the Securities Act pursuant to Regulation D and/or Rule 701 promulgated under the Securities Act, and (b) under applicable state securities laws.

Section 3.06 Minimum Purchase Price. Unless otherwise determined by the Administrator, the purchase price for any Class A-2 Units to be offered and sold pursuant to this Plan, other than pursuant to a Post-Termination Settlement, shall not be less than the Fair Market Value on the closing of the purchase of such Class A-2 Units.

Section 3.07 Payment. Unless otherwise determined by the Administrator, or set forth in Section 4.05, the purchase price with respect to any Class A-2 Units offered and sold pursuant to this Plan shall be paid in cash or other readily available funds simultaneously with the closing of the purchase of such Class A-2 Units.

ARTICLE IV
INCENTIVE UNIT VESTING AND SETTLEMENT

Section 4.01 General. The Administrator shall have the right and power to grant to any Participant, at any time prior to the termination of this Plan, Incentive Units in such quantity, on such terms, and subject to such conditions as are consistent with this Plan and established by the Administrator. Incentive Units granted under this Plan shall be in the form described in this Article IV, or in such other form or forms as the Administrator may determine, and shall be subject to such additional terms and conditions and evidenced by Incentive Unit Grant Agreements, as shall be determined from time to time by the Administrator. Any securities or property received in respect of Incentive Units will continue to be subject to the terms of this Plan and the applicable Incentive Unit Grant Agreement.

Section 4.02 Vesting of Incentive Units. Unless otherwise set forth in an Incentive Unit Grant Agreement, each award of Incentive Units granted hereunder shall vest in five equal annual installments on each of the first five anniversaries of the applicable Vesting Commencement Date, subject, in each case, to the Participant's continued employment or service with the Partnership or its Subsidiaries through the applicable vesting date.

Section 4.03 Sale of the Partnership.

(a) Accelerated Vesting. Except as otherwise provided in this Section 4.03, upon the consummation of a Sale of the Partnership and subject to the Participant's continued employment or service with the Partnership or its Subsidiaries through such Sale of the Partnership, any outstanding and unvested Incentive Units as of immediately prior to the Sale of the Partnership shall become fully vested. Notwithstanding the foregoing, no unvested Incentive Units shall vest as a result of a Sale of the Partnership if the Administrator reasonably determines prior to the Sale of the Partnership that the Participant shall receive an Alternative Award to the extent permitted under, and meeting the requirements of, this Section 4.03 in respect of the unvested Incentive Units.

(b) Alternative Award. No cancellation, acceleration, or other payment shall occur with respect to any award of Incentive Units if the Administrator reasonably determines in good faith, prior to the occurrence of a Sale of the Partnership, that such award shall be honored or assumed, or new rights substituted therefor following the Sale of the Partnership (such honored, assumed, or substituted award, an "Alternative Award"); provided that any Alternative Award must:

(i) give the Participant who held such award of Incentive Units rights and entitlements substantially equivalent to or better than the rights and terms applicable under such award, including an identical or better exercise and vesting schedule, and identical or better timing and methods of payment; and

(ii) have terms such that if, within the two-year period following a Sale of the Partnership, a Participant's employment is involuntarily or constructively terminated (other than for Cause) at a time when any portion of the Alternative Award is unvested, the unvested portion of such Alternative Award shall immediately vest in full and such Participant shall receive (as determined by the Administrator prior to the Sale of the Partnership) either (A) a cash payment

equal in value to the excess (if any) of the fair market value of the equity subject to the Alternative Award at the date of vesting, exercise, or settlement over the price (if any) that such Participant would be required to pay to exercise such Alternative Award or (B) publicly traded shares or equity interests equal in value to the value in clause (A);

provided, further, that this Section 4.03(b) shall not apply to a Sale of the Partnership in which the Sale Price is payable solely in cash.

Section 4.04 Termination of Service; Restrictive Covenant Breach.

(a) Cause; Restrictive Covenant Breach. Upon a Participant's Termination of Service by the Partnership or any of its Subsidiaries with Cause (or at a time when grounds for a Termination of Service with Cause exist) or a Participant's Restrictive Covenant Breach, all Incentive Units held by such Participant (whether vested or unvested) shall be automatically forfeited and cancelled for no consideration.

(b) Death; Disability. Upon a Participant's Termination of Service due to the Participant's death or Disability, (i) any unvested Incentive Units held by such Participant shall fully vest and (ii) all vested Incentive Units held by such Participant shall remain outstanding for 180 days following such Termination of Service and, if such Participant does not effectuate a Post-Termination Settlement during such 180-day period, then all such vested Incentive Units shall be forfeited and cancelled for no consideration as of the last day of such 180-day period.

(c) Other Termination of Service.Upon a Participant's Termination of Service for any reason other than as set forth in Section 4.04(a) or Section 4.04(b), (i) any unvested Incentive Units held by such Participant shall be forfeited and cancelled for no consideration as of such Termination of Service and (ii) all vested Incentive Units held by such Participant shall remain outstanding for 30 days following such Termination of Service and, if such Participant does not effectuate a Post-Termination Settlement during such 30-day period, then all such vested Incentive Units shall be forfeited and cancelled for no consideration as of the last day of such 30-day period.

Section 4.05 Post-Termination Settlement.

(a) Method. A Participant may consummate a Post-Termination Settlement by the delivery of a written notice, from the Participant or any executor, transferee, or legal representative (including any Person authorized to do so under a valid power of attorney) of the Participant, of the number of Incentive Units with respect to which a Post-Termination Settlement is being consummated, accompanied by payment in full of the Participation Threshold applicable to the Incentive Units being exchanged for Class A-2 Units. Such notice shall be delivered either: (i) to the Partnership at its principal office, or at such other address as may be established by the Administrator; or (ii) to a third-party plan administrator, as may be engaged by the Partnership from time to time for purposes of the administration of outstanding Incentive Units under this Plan, in the case of either clauses (i) or (ii), as communicated to the Participants by the Partnership from time to time.

(b) Payment. The amount payable in respect of a Post-Termination Settlement shall be payable: (i) in cash or by check; or (ii) by such other method or combination of methods as the Administrator may permit in its sole discretion. If the amount payable is paid in cash or by

check, the Partnership shall issue to a Participant a number of Class A-2 Units equal to the number of Incentive Units with respect to which the Post-Termination Settlement is being consummated and with respect to which the applicable Participation Threshold has been paid in cash or by check. If the amount payable in respect of a Post-Termination Settlement is paid by other method or combination of methods as permitted by the Administrator, the number of Class A-2 Units to be issued upon consummation of the Post-Termination Settlement shall be determined by the Administrator as part of approving such method or methods.

(c) Issuance of Class A-2 Units. Following a Post-Termination Settlement, as promptly as practical after receipt of such written notification and full payment of the amount required therefor (as determined in accordance with this Section 4.05), the Partnership shall issue or transfer, or cause such issue or transfer, to the Participant the number of Class A-2 Units issuable upon consummation of the Post-Termination Settlement, as determined in accordance with this Section 4.05.

ARTICLE V
GENERAL

Section 5.01 Representations and Warranties of the Participant. In connection with any grant of Incentive Units or offer of Class A-2 Units hereunder, a Participant shall, by the act of accepting the Units and executing the corresponding Incentive Unit Grant Agreement or Investment Agreement, as applicable (and without any further action on the part of the Participant), represent and warrant to the Partnership as follows:

(a) No Intent to Distribute. The Units shall be received for the Participant's own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act, any applicable state securities laws, or the terms of this Plan, the Incentive Unit Grant Agreement or Investment Agreement (as applicable), or the LP Agreement, and the Participant shall not dispose of the Participant's interests in the Units in contravention of any such laws or agreements.

(b) Economic Risk. The Participant is able to bear the economic risk of the investment in the Units for an indefinite period of time, and the Participant understands that the Units are subject to the transfer restrictions contained in this Plan, the Incentive Unit Grant Agreement or Investment Agreement (as applicable), and the LP Agreement and have not been registered under the Securities Act.

(c) Opportunity to Review. The Participant has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Units and has had full access to such other information concerning the Partnership as the Participant has requested. The Participant has reviewed, or has had an opportunity to review, a copy of the LP Agreement.

(d) Binding Effect. Each of this Plan, the Incentive Unit Grant Agreement or Investment Agreement (as applicable), and the LP Agreement constitutes the legal, valid, and binding obligation of the Participant, enforceable against the Participant in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting creditors' rights generally and limitations on the availability of equitable remedies. The execution, delivery, and performance of this Plan, the Incentive Unit

Grant Agreement or Investment Agreement (as applicable), or the LP Agreement by the Participant does not and will not conflict with, violate, or cause a breach of any agreement, contract, or instrument to which the Participant is a party or any judgment, order, or decree to which the Participant is subject.

(e) Accredited Investor Status. As indicated on the signature page to the Participant's Incentive Unit Grant Agreement or Investment Agreement (as applicable), the Participant is or is not an "accredited investor," as that term is defined in Regulation D under the Securities Act. The Participant is an employee or service provider of the Partnership or any of its Subsidiaries, and the Participant considers himself or herself, either alone or with a purchaser representative, to be an experienced and sophisticated investor and to have such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Units. The Participant acknowledges and understands that an investment in the Units involves substantial risks, and the Participant is able to bear the economic risks of an investment in the Units pursuant to the terms hereof, including the complete loss of the Participant's investment in the Units.

Section 5.02 Section 83(b) Election. The Incentive Units issued pursuant to this Plan are intended to be characterized as "profits interests" within the meaning of Revenue Procedures 93-27, 1993-2 C.B. 343, and 2001-43, 2001-2 C.B. 191. As a condition to the issuance of the Incentive Units pursuant to this Plan and the applicable Incentive Unit Grant Agreement, within 30 days following the grant date, each Participant shall (a) execute and deliver to the Internal Revenue Service (the "IRS") an election under Section 83(b) of the Code, in the form attached to the applicable Incentive Unit Grant Agreement, with respect to the Incentive Units (an "83(b) Election"), on a protective basis, and (b) provide a copy of the 83(b) Election to the Partnership. Each Participant understands that under Section 83(b) of the Code, the regulations promulgated thereunder, and certain IRS administrative announcements, in the absence of an effective election under Section 83(b) of the Code, the excess of the fair market value of any Incentive Units, on the date on which any forfeiture restrictions applicable to such Incentive Units lapse, over the price paid for such Incentive Units, could be reportable as ordinary income at that time. For this purpose, the term "forfeiture restrictions" includes the restrictions on transferability and the vesting and forfeiture provisions imposed under this Plan. Each Participant understands that: (i) in making the 83(b) Election, the Participant may be taxed at the time the Incentive Units are received hereunder to the extent the fair market value of the Incentive Units exceeds the price paid for such Incentive Units; and (ii) to be effective, the 83(b) Election must be filed with the IRS within 30 days after the grant date. Each Participant hereby acknowledges that: (A) the foregoing description of the tax consequences of the 83(b) Election is not intended to be complete and, among other things, does not describe state, local, or foreign income and other tax consequences; (B) none of the Partnership, any of the CD&R Investors, or any of the Partnership's or the CD&R Investors' respective Affiliates, officers, employees, agents, or representatives (each, a "Related Person") has provided or is providing the Participant with tax advice regarding the 83(b) Election or any other matter, and the Partnership and the CD&R Investors have urged the Participant to consult the Participant's own tax advisor with respect to income taxation consequences of receiving, holding, and disposing of the Incentive Units; and (C) none of the Partnership, any CD&R Investor, or any Related Person has advised the Participant to rely on any determination by it or its representatives as to the fair market value specified in the 83(b) Election and will have no liability to the Participant if the actual fair

market value of the Incentive Units on the grant date exceeds the amount specified in the 83(b) Election.

Section 5.03 No Representation as to Value. None of the Partnership, any CD&R Investor, or any Related Person has made any representation or warranty, express or implied, as to the future performance of the Partnership or the present or future value of the Units. As a condition to receiving the Units pursuant to this Plan, each Participant acknowledges that: (a) all forecasts, projections, or illustrations of amounts that might be realized as a result of the Participant's receipt of the Units that the Partnership, any CD&R Investor, or any Related Person shared with the Participant (collectively, "Illustrations"), if any, were purely hypothetical; (b) none of the Partnership, any CD&R Investor, or any Related Person intended for the Participant to rely upon such Illustrations in the process of making an investment decision; and (c) the Participant has not relied on such Illustrations in the process of making an investment decision.

Section 5.04 Non-Transferability. All Units are personal to a Participant and are not Transferable by such Participant, other than by will or pursuant to applicable laws of descent and distribution; provided that no such Transfer by will or pursuant to applicable laws of descent and distribution shall be effective until the later of (a) 20 days following the date that the Partnership receives written notice of such Transfer and (b) the Partnership's receipt of a written certification from each transferee stating that such Person is a U.S. citizen. Any attempted Transfer of the Units that is not specifically permitted under this Plan or the LP Agreement shall be null and void. No Participant shall make any Transfer prohibited by this Section 5.04 either directly or indirectly. Any Transfer or attempted Transfer in violation of this Section 5.04 shall be null and void.

ARTICLE VI
JOINDERS

Receipt of any Units shall constitute agreement by the Participant receiving such Units to be bound by all of the terms and conditions of the LP Agreement, including with respect to any other Equity Securities of the Partnership issuable to or held by such Participant. In furtherance thereof, upon the receipt of any Units, and without any further required action of the Participant, the Partnership, or any other Person, the Participant shall automatically become a party to the LP Agreement as an Executive Unitholder unless otherwise determined by the Administrator. All of the terms of the LP Agreement are incorporated herein by reference.

ARTICLE VII
REPURCHASE RIGHT

Section 7.01 Repurchase of Class A-2 Units. Unless otherwise set forth in an Incentive Unit Grant Agreement or Investment Agreement, as applicable, upon the occurrence of a Repurchase Event with respect to a Participant, the Partnership and/or the CD&R Investors shall have the right, but not the obligation, to repurchase all or any portion of the Class A-2 Units held by such Participant (including Class A-2 Units received upon consummation of a Post-Termination Settlement) (the "Vested Units") pursuant to this Article VII (the "Repurchase Option").

Section 7.02 Repurchase Price. The purchase price for each Vested Unit (the "Repurchase Price") subject to repurchase under this Article VII (each, an "Eligible Vested Unit") shall be (a) if the Repurchase Event is (i) the Participant's Termination of Service by the Partnership or any of its Subsidiaries with Cause (or at a time when grounds for a Termination of Service with Cause exist) or (ii) a Restrictive Covenant Breach, the lesser of the Fair Market Value of such Vested Unit as of the Repurchase Closing pursuant to Section 7.05 and the Original Cost of such Vested Unit or (b) in any other case, the Fair Market Value of such Vested Unit as of the Repurchase Closing pursuant to Section 7.05; provided that, if (i) a Restrictive Covenant Breach occurs or (ii) if the Participant's Termination of Service was for any reason other than for Cause, and the Partnership determines that Cause exists or existed at the time of such Termination of Service, in each case, after an earlier repurchase of Eligible Vested Units where the Original Cost of such Vested Units was less than the Fair Market Value of such Vested Units as of the Repurchase Closing, the Participant shall be required to repay to the Partnership (or the applicable CD&R Investors) 100% of the repurchase consideration previously received (less the Original Cost of such Vested Units).

Section 7.03 Partnership's Exercise of the Repurchase Option. Upon the occurrence of a Repurchase Event, the Partnership may purchase all or any portion of the Eligible Vested Units by delivering one or more written notices (each, a "Partnership Repurchase Notice") to the holder or holders of the Eligible Vested Units on or before the 60th day after the Determination Date. Each Partnership Repurchase Notice shall set forth the Administrator's determination of the Fair Market Value of the Eligible Vested Units, the number of Eligible Vested Units to be acquired by the Partnership from each holder of Eligible Vested Units, the aggregate consideration to be paid for such Eligible Vested Units, and the time and place for the closing of the transaction (the "Repurchase Closing"), which shall be not later than 90 days following the Determination Date. At any time prior to the Repurchase Closing, the Partnership may rescind a Partnership Repurchase Notice for any or no reason without liability to the holder(s) of the Eligible Vested Units. The Eligible Vested Units to be repurchased by the Partnership shall first be satisfied to the extent possible from the Eligible Vested Units held by the Participant at the time of delivery of the Partnership Repurchase Notice.

Section 7.04 CD&R Investors' Exercise of the Repurchase Option. If, for any or no reason, the Partnership does not elect to purchase all of the Eligible Vested Units pursuant to the Repurchase Option, the CD&R Investors shall be entitled to exercise the Repurchase Option, in the manner set forth in this Section 7.04, for the Eligible Vested Units that the Partnership has not elected to purchase (the "Available Units"). As soon as practicable after the Partnership has determined that there will be Available Units, the Partnership shall give written notice (the

"CD&R Investors Repurchase Option Notice") to the CD&R Investors, setting forth the number of Available Units and the Repurchase Price for such Available Units as determined pursuant to the provisions of this Article VII. The CD&R Investors may purchase any number of the Available Units by delivering written notice to the Partnership within 20 days after receipt of the CD&R Investors Repurchase Option Notice from the Partnership setting forth the number of Available Units to be purchased by each such CD&R Investor. As soon as practicable, and in any event within 10 days after the expiration of the foregoing 20-day period, the Partnership shall notify the holder(s) of the Eligible Vested Units as to the number of Eligible Vested Units being purchased from such holder(s) by each CD&R Investor (the "CD&R Investors Repurchase Notice"). At the time the Partnership delivers the CD&R Investors Repurchase Notice to the holder(s) of the Eligible Vested Units, the Partnership shall also deliver written notice to the CD&R Investors setting forth the number of Eligible Vested Units that the Partnership and each such CD&R Investor will acquire, the aggregate Repurchase Price, and the time and place for the Repurchase Closing, which shall occur no more than 110 days following the Determination Date.

Section 7.05 Repurchase Closing. The Repurchase Closing contemplated by this Article VII shall take place as soon as reasonably practicable, and in any event not later than 60 days after delivery of the applicable Partnership Repurchase Notice or CD&R Investors Repurchase Notice, as the case may be, at the principal office of the Partnership, or at such other time and location as the parties to such purchase may mutually determine. The Partnership and/or the CD&R Investors as the case may be, shall pay for the Eligible Vested Units to be purchased pursuant to the Repurchase Option by delivery of a check or a wire transfer of immediately available funds (the "Repurchase Consideration"); provided that the Partnership and/or the CD&R Investors, as the case may be, may offset against such Repurchase Price any then-existing documented and *bona fide* monetary debts owed by the applicable Participant to the Partnership or any of its Subsidiaries, in the case of a repurchase by the Partnership, or to the applicable CD&R Investor, in the case of a repurchase by a CD&R Investor. In addition, in the case of any exercise of the Repurchase Option by the Partnership, the Partnership shall have the unilateral option to deliver a number of shares or other equity interests of any of its Subsidiaries having a Fair Market Value equal to the Repurchase Price for the Eligible Vested Units to satisfy its obligation under the Partnership Repurchase Notice; provided that such Subsidiary may, at its election, redeem (and the Person holding such shares or other equity interests of such Subsidiary shall be required to sell to such Subsidiary), all of the shares or other equity interests of such Subsidiary that are held by such Person. The Partnership and/or the CD&R Investors, as the case may be, shall receive customary representations and warranties from each seller regarding the sale of the Eligible Vested Units, including that such seller has good and marketable title to the Eligible Vested Units to be Transferred free and clear of all liens, claims, and other encumbrances and a general release of claims in favor of the Partnership and its Affiliates. The Partnership and/or the CD&R Investors, as the case may be, shall be entitled to require all sellers' signatures be guaranteed by a national bank or reputable securities broker. Upon the Partnership's or the CD&R Investors' exercise of the Repurchase Option and delivery (or making available) of the Repurchase Consideration in accordance with the terms of this Article VII, the Repurchase Closing shall be deemed to have occurred, without any further action required on the part of the Partnership, any CD&R Investor (if applicable), or the Participant. From and after such time, the Person from whom such Eligible Vested Units were repurchased shall cease to have any rights as a holder of such Eligible Vested Units (other than the right to receive payment of such Repurchase Consideration, if applicable) and the purchaser(s) thereof

shall be deemed the owner (of record and beneficially) and holder of such Eligible Vested Units, whether or not the documentation and signatures required by this Section 7.05 with respect to such Eligible Vested Units has been delivered by such purchasers.

Section 7.06 Restrictions on Repurchase. Notwithstanding anything to the contrary contained in this Plan, all repurchases of Eligible Vested Units by the Partnership shall be subject to applicable restrictions contained in the Act, and any successor to the Act, and in the debt and equity financing agreements of the Partnership and its Subsidiaries. If any such restrictions prohibit the repurchase of Eligible Vested Units as contemplated by Section 7.05, and the CD&R Investors have not elected to repurchase such Eligible Vested Units pursuant to Section 7.04, then the time periods provided in this Article VII to complete the Repurchase Closing pursuant to an election made by the Partnership in accordance with Section 7.03 shall be suspended, and the Partnership shall make such repurchases as soon as it is permitted to do so under such restrictions.

Section 7.07 Termination of Repurchase Option. The right of the Partnership and the CD&R Investors to repurchase Eligible Vested Units pursuant to this Article VII shall terminate upon a Sale of the Partnership.

ARTICLE VIII
RESTRICTIVE COVENANTS

The Partnership and its Subsidiaries operate in a highly sensitive and competitive commercial environment. As part of a Participant's employment and/or service with the Partnership and its Subsidiaries, the Participant has had and will be exposed to highly confidential and sensitive information regarding the business operations of the Partnership and its Subsidiaries, including corporate strategy, pricing, and other market information, know-how, trade secrets, and valuable customer, supplier, lessor, regulatory, and employee relationships. It is critical that the Partnership take all necessary steps to safeguard its legitimate protectable interests in such information and to prevent any of its competitors or any other persons from obtaining any such information. Therefore, as consideration for the Partnership's agreement to award Incentive Units or offer Class A-2 Units to a Participant, each Participant agrees to be bound by the restrictive covenants set forth below (which, for the avoidance of doubt, are in addition to, and not in lieu of, any other restrictive covenants to which the Participant may be subject in any other agreement or arrangement with the Partnership or any its Subsidiaries), unless otherwise provided in Exhibit A:

Section 8.01 Confidentiality and Nondisclosure; Inventions and Other Intellectual Property.

(a) Confidential Information. The Participant acknowledges that in the course of the Participant's employment and/or service with the Partnership or its Subsidiaries, the Participant may create, have access to, become acquainted with, and/or possess Confidential Information of the CD&R Investors and their respective Affiliates, including portfolio companies managed by the CD&R Investors, the Partnership, and the Partnership's Subsidiaries (collectively, the "Affiliated Group"). The Participant recognizes that Confidential Information has been developed by the Affiliated Group at great expense and is and shall remain the exclusive property of the Affiliated Group. The Participant agrees that, during the period of the

Participant's employment and/or service with the Partnership or its Subsidiaries and thereafter, the Participant shall not, without the express, written consent of the relevant member of the Affiliated Group, disclose to any Person, or use or otherwise exploit for the Participant's own benefit or for the benefit of any other Person, any of the Affiliated Group's Confidential Information, except as may be required in the course of the Participant's employment and/or service with the Partnership or its Subsidiaries. For this purpose, "Confidential Information" means the confidential and proprietary information of the Affiliated Group and includes, but is not limited to, information relating to: internal business and management practices and procedures; salary, bonus, and other personal information relating to employees of the Affiliated Group; corporate financial and business information, strategies and plans of the Affiliated Group; corporate human resource information; litigation affecting the Affiliated Group or its employees, officers, or directors; information relating to customers; marketing plans and strategies; product information; market information, processes, trade secrets, inventions, know-how, and methods and procedures of operation; information relating to suppliers, advertising, contractual relations, performance, sales, pricing, financial, ideas, data, and concepts originated by the Affiliated Group and/or persons or entities with whom the Affiliated Group may have business relationships.

(b) Return of Property. Upon a Termination of Service (or any earlier time as requested by the Partnership or any of its Subsidiaries), the Participant shall promptly return, to the relevant member of the Affiliated Group, originals or copies of any and all materials, documents, notes, manuals, or lists containing or embodying Confidential Information, or relating directly or indirectly to the business of the Affiliated Group, in the possession or control of the Participant.

(c) Disclosures Compelled by Law. Subject to Section 8.01(e) and Section 8.01(f), if the Participant is compelled by law to make any disclosure of information that otherwise would be prohibited by this Article VIII, the Participant shall give the relevant member of the Affiliated Group prompt notice thereof and shall provide the relevant member of the Affiliated Group with all reasonable assistance necessary to enable such member of the Affiliated Group to obtain such protective orders or other assurances as such member of the Affiliated Group shall deem appropriate for the protection of such information.

(d) Intellectual Property. Except as otherwise provided in any Incentive Unit Grant Agreement or Investment Agreement, the Participant hereby agrees that all right, title, and interest in and to all of the Participant's Discoveries and work product made during the Participant's period of employment and/or service with the Partnership or its Subsidiaries related to the Business, whether pursuant to this Plan or otherwise, shall belong solely to the Partnership, whether or not they are protected or protectable under applicable patent, trademark, service mark, copyright, or trade secret laws. For this purpose, "Discoveries" means all inventions, designs, discoveries, improvements, and works of authorship, including any information relating to the know-how, processes, designs, computer programs and routines, formulae, techniques, or developments of the Partnership or its Subsidiaries or experimental work, work in progress, or business trade secrets made, conceived, or reduced to practice by the Partnership or its Subsidiaries. The Participant agrees that all work or other material containing or reflecting any such Discoveries and work product shall be deemed to be work made for hire and shall be owned by the Partnership without further consideration. If it is determined that any such works are not works made for hire, the Participant hereby assigns to the Partnership all of the Participant's

right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Discoveries or work product. The Participant covenants that the Participant shall keep the Partnership informed of the development of all Discoveries or work product made, conceived, or reduced to practice by the Partnership or its Subsidiaries, in whole or in part, alone or with others, which either result from any work the Participant may do for, or at the request of, the Partnership or its Subsidiaries, or are related to the Partnership's present or contemplated activities, investigations, or obligations. The Participant further agrees that, at the Partnership's request and expense, the Participant shall execute any assignments or other documents necessary to transfer any such Discoveries or work product to the Partnership and to cooperate with the Partnership or its nominee in perfecting the Partnership's title (or the title of the Partnership's nominee) in such materials. The Participant grants the Partnership a permanent, exclusive, paid-up, and worldwide license under the Participant's intellectual property rights in any Discoveries or work product that is delivered to the Partnership or its Subsidiaries by the Participant in connection with the performance of services for the Partnership and/or its Subsidiaries, whether or not such intellectual property rights are created under or during the period of the Participant's employment and/or service with the Partnership or its Subsidiaries, to use, have used, make, have made, sell, and have sold such Discoveries and reproduce in quantities, prepare derivative works, and publicly display and distribute such work product.

(e) Whistleblower Protection. Nothing in this Plan or any Incentive Unit Grant Agreement or Investment Agreement shall prohibit or restrict the Partnership, the Partnership's Affiliates, the Participants, or their respective attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to this Plan or any offer or grant of Units made hereunder, or as required by law or legal process, including with respect to possible violations of law; (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; or (iii) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in this Plan or any Incentive Unit Grant Agreement or Investment Agreement prohibits or restricts the Partnership, the Partnership's Affiliates, or the Participants from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation.

(f) Trade Secrets. Pursuant to 18 U.S.C. § 1833(b), a Participant will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Partnership or its Affiliates that (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to the Participant's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If a Participant files a lawsuit for retaliation by the Partnership for reporting a suspected violation of law, the Participant may disclose the trade secret to the Participant's attorney and use the trade secret information in the court proceeding, if the Participant files any document containing the trade secret under seal and does not disclose the trade secret except under court order. Nothing in this Plan or any Incentive Unit Grant Agreement or Investment Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

Section 8.02 Noncompetition. Except as otherwise provided in any Incentive Unit Grant Agreement or Investment Agreement, the Participant agrees that, during the Participant's period of employment and/or service with the Partnership or any of its Subsidiaries and for the 24-month period following the Participant's Termination of Service for any reason (the "Restricted Period"), the Participant shall not provide services, on the Participant's own behalf or on behalf of any other Person, whether as an officer, director, shareholder, partner, proprietor, employee, agent, consultant, or independent contractor, to any Person that is at the time engaged, or has plans (which plans have been approved by or are under active consideration by such Person) to become engaged, in the Business. For this purpose, "Business" means any business, anywhere in North America, or any other jurisdiction in which the Partnership or any of its Subsidiaries operated in or had active plans to expand as of a Participant's Termination of Service, that is engaged in (a) the design, engineering, manufacturing, installation, and marketing of exterior building products, including, for avoidance of doubt, in the residential or commercial sectors and with respect to both new construction and repairs and remodeling, that are the same as or similar to those designed, engineered, manufactured, installed, or marketed by the Partnership or any of its Subsidiaries prior to the Participant's Termination of Service, or (b) such other activities contemplated by the business plan of the Partnership or any of its Subsidiaries, in the case of clause (b), (i) which business plan has been approved by or is under active consideration by the Board or the board of directors (or equivalent governing body) of any Subsidiary of the Partnership, as applicable, prior to the Participant's Termination of Service (and in the case of a business plan under active consideration prior to the Participant's Termination of Service, is subsequently approved after the Participant's Termination of Service), and (ii) which business activities the Partnership or any of its Subsidiaries actively pursues pursuant to such business plan following approval of such business plan; provided that the term "Business" shall not be deemed to include ownership (solely for passive investment purposes) up to 2% of the outstanding stock or other equity interests of a Person, regardless of the business or operations conducted by such Person, that is publicly traded on a national securities exchange or in the over-the-counter market.

Section 8.03 Nondisparagement. Except as otherwise provided in any Incentive Unit Grant Agreement or Investment Agreement, and subject to Section 8.01(e) and Section 8.01(f), the Participant covenants and agrees that the Participant shall not make, or solicit or encourage others to make or solicit, directly or indirectly (on his or her own behalf or in the service or on behalf of others or jointly with any other Person), any public derogatory statement or other public communication with the intent to disparage the Affiliated Group or any of its businesses, products, services, personnel, or activities.

Section 8.04 Nonsolicitation

(a) Customers. Except as otherwise provided in any Incentive Unit Grant Agreement or Investment Agreement, the Participant agrees that, during the Restricted Period, the Participant shall not, directly or indirectly, on the Participant's own behalf or on behalf of any other person or entity (other than the Partnership or any of its Subsidiaries), solicit or call upon any customer or prospective customer of the Partnership or any of its Subsidiaries, or any Person who was a customer of the Partnership during the one-year period preceding the Participant's Termination of Service, for the purpose of, or with the intention of, selling or providing to such customer or prospective customer any product or service substantially similar to any product or service sold, provided, or under development by the Partnership or any of its Subsidiaries with

respect to the Business during the one-year period immediately preceding the Participant's Termination of Service.

(b) Employees and Other Service Providers. Except as otherwise provided in any Incentive Unit Grant Agreement or Investment Agreement, the Participant agrees that, during the Restricted Period, the Participant shall not, directly or indirectly, on the Participant's own behalf or on behalf of any other Person (other than the Partnership or any of its Subsidiaries), solicit, recruit, or hire, or attempt to solicit, recruit, or hire, any individual who is at that time, or was within the one-year period immediately preceding any such solicitation, recruitment, or hiring, an employee of the Partnership or any of its Subsidiaries; provided that this Section 8.04(b) shall not prohibit the Participant from soliciting any individual pursuant to general advertisements and job listings disseminated to the public at large.

Section 8.05 Reasonableness of Covenants. In receiving the Units, the Participant gives the Partnership assurance that the Participant has carefully read and considered all of the terms and conditions of this Plan, including the restraints imposed under this Article VIII. The Participant agrees that these restraints are necessary for the reasonable and proper protection of the Partnership and its Affiliates and their Confidential Information and that each and every one of the restraints is reasonable in respect of subject matter, length of time, and geographic area and are supported by mutually-agreed-upon, fair, reasonable, valid, and sufficient consideration, which is independent of Participant's employment with or service to the Partnership or any of its Subsidiaries, including the grant or issuance of the Units to Participant pursuant to the Plan and an Incentive Unit Grant Agreement or Investment Agreement, and that these restraints, individually or in the aggregate, will not prevent the Participant from obtaining other suitable employment during the period in which the Participant is bound by the restraints. The Participant acknowledges that each of these covenants has a unique, very substantial, and immeasurable value to the Partnership and its Affiliates, and that the Participant has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Participant further covenants that the Participant shall not challenge the reasonableness or enforceability of any of the covenants set forth in this Article VIII and that Participant has been advised of Participant's rights to consult with counsel prior to agreeing to be bound by the restrictive covenants set forth in this Plan. It is also agreed that each of the Partnership's Affiliates shall have the right to enforce all of the Participant's obligations to that Affiliate under this Plan, including pursuant to this Article VIII.

Section 8.06 Reformation. If it is determined by a court of competent jurisdiction in any state that any restriction in this Article VIII is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

Section 8.07 Tolling. In the event of any violation of the provisions of this Article VIII in any material respect (as determined by the Administrator in good faith within a reasonable period of time upon becoming aware of such violation), the Participant acknowledges and agrees that the post-termination restrictions contained in this Article VIII shall be extended by a period of time equal to the period of such violation, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

Section 8.08 Survival of Provisions. The obligations contained in this Article VIII shall survive the Participant's Termination of Service and shall be fully enforceable thereafter.

Section 8.09 Equitable Relief and Other Remedies. The Participant acknowledges and agrees that the remedies at law of the Partnership and its Subsidiaries for a breach or threatened breach of any of the provisions of Article VIII would be inadequate, and in recognition of this fact, the Participant agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Partnership and its Subsidiaries shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy that may then be available, without the necessity of showing actual monetary damages or the posting of a bond or other security.

ARTICLE IX
MISCELLANEOUS

Section 9.01 Indemnification. No member of the Board or any committee serving as the Administrator, nor any individual to whom administrative or ministerial duties have been delegated, shall be personally liable for any action, interpretation, or determination made with respect to this Plan or the Units granted or offered thereunder, and each member of the Board or any committee serving as the Administrator shall be fully indemnified and protected by the Partnership with respect to any liability such member may incur with respect to any such action, interpretation, or determination, to the extent permitted by applicable law and to the extent provided in the Partnership's governing documents, as amended from time to time, or under any agreement between any such member of the Board or committee and the Partnership.

Section 9.02 Termination and Amendment. The Administrator at any time may suspend or terminate this Plan and make such additions or amendments as it deems advisable under this Plan; provided that the Administrator may not change any of the terms of this Plan or an Incentive Unit Grant Agreement or Investment Agreement in a manner adverse to a Participant in any material respect without the prior written approval of such Participant. Notwithstanding the foregoing, the Administrator may amend any term of this Plan that is applicable to all Participants with the prior written approval of a majority in interest of such Participants (based on the number of Units held by each such Participant as of the applicable time of determination); provided that such amendment does not adversely affect in any material respect any Participant or group of Participants disproportionately to the other Participants.

Section 9.03 Data Protection. By participating, or accepting any rights granted under, this Plan, each Participant consents to the collection and processing of personal data relating to the Participant so that the Partnership and its Affiliates can fulfill their obligations and exercise their rights under this Plan and generally administer and manage this Plan. This data will include, but may not be limited to, data about participation in this Plan and Units offered, received, purchased, or sold under this Plan from time to time and other appropriate financial and other data (such as the date on which the Units were granted or offered) about the Participant and the Participant's participation in this Plan.

Section 9.04 Notices. Notices required or permitted to be made under this Plan shall be in writing and shall be deemed given, delivered, and effective on the earliest of: (a) the date of

transmission, if such notice or communication is delivered via e-mail prior to 5:00 p.m. (New York City time) on a business day, (b) the business day after the date of transmission, if such notice or communication is delivered via e-mail later than 5:00 p.m. (New York City time) on any business day and earlier than 11:59 p.m. (New York City time) on the day preceding the next business day, (c) one business day after the date it is sent, if sent by nationally recognized overnight courier service (charges prepaid), or (d) upon actual receipt by the person to whom such notice is required to be given. All notices shall be addressed: (i) if to a Participant, at such Participant's address as set forth in the books and records of the Partnership and its Subsidiaries, and (ii) if to the Partnership or the Administrator, at the following address;

Camelot Return Ultimate, LP
c/o Cornerstone Building Brands
5020 Weston Parkway
Cary, NC 27513
Attention: Compensation Committee
E-mail: [ ]

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

c/o Clayton, Dubilier & Rice, LLC
375 Park Avenue, 18th Floor
New York, NY 10152
Attention: Jonathan L. Zrebiec
Tyler Young
E-mail: [_____]

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

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Richard J. Campbell, P.C.
Kevin W. Mausert, P.C.
Kristen Molloy
E-mail: [ ]

Section 9.05 Severability. The provisions of this Plan are severable. Whenever possible, each provision of this Plan shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or any other jurisdiction, such provision shall be severed, and this Plan shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 9.06 Prior Agreements. No provision of any employment, severance, incentive award, or other similar agreement entered into by a Participant, on the one hand, and the Partnership or any of its Subsidiaries, on the other hand, prior to the Effective Date shall modify or have any effect in any manner on any provision of this Plan or any term or condition of any Incentive Unit Grant Agreement or Investment Agreement to which such Participant is a party. Without limiting the generality of the foregoing, (a) any provision in any such agreement that purports to apply in any manner to incentive units, equity-based awards, or the like shall not apply to or have any effect on any Units under this Plan and (b) the restrictive covenants contained in this Plan are in addition to, and not in lieu of, any existing or future nondisclosure, noncompetition, nonsolicitation, nondisparagement or other restrictive covenant or similar obligation contained in any other agreements between the Partnership or any of its Subsidiaries and a Participant.

Section 9.07 Governing Law and Forum; Waiver of Jury Trial. This Plan shall be construed and interpreted in accordance with the laws of the State of Delaware. Each Participant who accepts any Units hereby (a) agrees that, subject to Section 9.08, any suit, action, or proceeding brought by or against such Participant in connection with this Plan shall be brought solely in the courts of the State of Delaware or the United States District Court for the District of Delaware, (b) consents to the jurisdiction and venue of each such court, and (c) agrees to accept service of process by the Partnership or any of its agents in connection with any such proceeding. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTICIPANT WHO ACCEPTS ANY UNITS IRREVOCABLY WAVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH PARTICIPANT IN RESPECT OF THE PARTICIPANT'S RIGHTS OR OBLIGATIONS HEREUNDER.

Section 9.08 Arbitration. Except as set forth in Section 9.09, any controversy or claim arising out of or relating to this Plan shall be settled exclusively by final and binding arbitration in accordance with the rules of the American Arbitration Association and shall take place in Wilmington, Delaware. Judgment upon the arbitration award may be entered in any court hearing jurisdiction thereof. Each party shall bear their own out-of-pocket costs and legal costs. In the event that a non-arbitrated settlement is reached, each party shall pay their own respective costs and fees incurred thereby.

Section 9.09 Remedies. Each of the Participants and the Partnership will be entitled to enforce its rights under this Plan and any Investment Agreement or Incentive Unit Grant Agreement specifically, to recover damages caused by any breach of any provision of this Plan or such agreements, and to exercise all other rights existing in its favor. The Participants and the Partnership hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Plan and any Investment Agreement or Incentive Unit Grant Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Plan or such agreements.

Section 9.10 Construction. Unless otherwise expressly provided herein, the words “include,” “includes,” and “including” do not limit the preceding words or terms and shall be deemed to be followed by the words “without limitation.” Where specific language is used to

clarify by example a general statement contained herein (such as by using the words "such as"), such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. Whenever required by the context, any pronoun used in this Plan shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

Section 9.11 Electronic Delivery. All agreements referred to herein (including any Investment Agreement or Incentive Unit Grant Agreement), and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a photographic, photostatic, facsimile, portable document format (.pdf) or similar reproduction of such signed writing using a facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail (including via DocuSign or similar service) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 9.12 Successors and Assigns. Except as otherwise provided herein, this Plan and the Equity Agreements hereunder shall bind and inure to the benefit of and be enforceable by the Partnership, the CD&R Investors and their respective successors and assigns (including subsequent holders of Units); provided that the rights and obligations of the CD&R Investors under this Plan and any Equity Agreement thereunder shall not be assignable, in whole or in part, by the CD&R Investors without the prior written consent of the Partnership.

Section 9.13 Currency. All transactions contemplated by this Plan and any Investment Agreement or Incentive Unit Grant Agreement are contemplated to occur in United States dollars and any reference herein to dollars or "$" shall be deemed to refer to United States dollars.

Section 9.14 Rights Granted to the CD&R Investors and its Affiliates. Any rights granted to the CD&R Investors hereunder may also be exercised (in whole or in part) by their designees (which may be Affiliates of the CD&R Investors).

Section 9.15 Third Party Beneficiaries. Certain provisions of this Plan are entered into for the benefit of and shall be enforceable by the CD&R Investors as provided herein.

Section 9.16 Section 409A Compliance. It is the intention of the Partnership and the Administrator that this Plan not be subject to the provisions of Section 409A of the Code, as in effect as of the Effective Date or as subsequently modified, or to the extent subject to such provisions, then that the Plan comply in all material respects with such provisions. If Section 409A of the Code would impose a detriment on the Participants, taken as a whole, with respect to the Units under this Plan, then the Administrator shall consider in good faith modifications or amendments to this Plan intended to eliminate or ameliorate such detriment; provided that in no

event shall the Administrator be required to modify or amend this Plan in a manner adverse to the Partnership or the CD&R Investors.

* * * *

EXHIBIT A

CERTAIN MODIFICATIONS OF RESTRICTIVE COVENANTS

Non-Employee Directors: If the Participant is, at the time of entering into an Investment Agreement, a non-employee member of the Board or of the board of directors of Opco, Sections Section 8.02 and Section 8.04 of the Plan shall not apply to the Participant.

Certain States: Certain provisions in Article VIII of the Plan are hereby modified in certain states as described in the following sections of this Exhibit A. Except as set forth below, all other terms of Article VIII of the Plan shall apply to the grant or issuance of the Units to the Participant.

Section 8.01(a):

Illinois and Indiana: The following language shall replace the third sentence in Section 8.01(a):

> The Participant agrees that, during the period of the Participant's employment and/or service with the Partnership or its Subsidiaries and for the Restricted Period thereafter, the Participant shall not, without the express, written consent of the relevant member of the Affiliated Group, disclose to any Person, or use or otherwise exploit for the Participant's own benefit or for the benefit of any other Person, any of the Affiliated Group's Confidential Information, except as may be required in the course of the Participant's employment and/or service with the Partnership or its Subsidiaries, provided, however, that this Section 8.01 will apply to trade secret information for as long as such information remains qualified as a trade secret.

Wisconsin: The following language shall be included at the end of Section 8.01(a).

> As applied to Confidential Information that does not constitute a trade secret under applicable law, this Section 8.01(a) shall apply only in geographic areas where the unauthorized disclosure or use of Confidential Information would be competitively damaging to the Partnership or its Affiliated Group. Notwithstanding anything to the contrary in this Section 8.01(a), the obligations of Participant under this Section 8.01(a) shall expire three years following the date Participant's Termination of Services.

Section 8.01(d):

California: The following language shall be included at the end of Section 8.01(d):

Specifically, in California, the assignment of Discoveries or work product as described in the Plan shall not apply to an invention that qualifies fully under the provisions of California Labor Code Section 2870, which provides as follows:

"Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer."

Nothing in this Plan or the Participant's Incentive Unit Grant Agreement or Investment Agreement is intended to expand the scope of protection, if any, provided to Participant by Sections 2870 through 2872 of the California Labor Code.

Illinois: The following language shall be included at the end of Section 8.01(d):

Specifically, in Illinois, the assignment of Discoveries or work product as described in the Plan is intended to comply, and shall be construed in accordance with 765 ILCS 1060/1 to 1060/3, which provides as follows:

> An agreement to assign does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

Nothing in the Plan or the Participant's Incentive Unit Grant Agreement or Investment Agreement is intended to expand the scope of protection, if any, provided to Participant by such statute.

Minnesota: The following language shall be included at the end of Section 8.01(d):

Specifically, in Minnesota, the assignment of Discoveries or work product as described in the Plan is intended to comply, and shall be construed in accordance with Minn. Stat. Ann. § 181.78, which provides as follows:

> An agreement to assign does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer.

Nothing in the Plan or the Participant's Incentive Unit Grant Agreement or Investment Agreement is intended to expand the scope of protection, if any, provided to Participant by such statute.

North Carolina: The following language shall be included at the end of Section 8.01(d):

> Specifically, in North Carolina, the assignment of Discoveries or work product as described in the Plan is intended to comply, and shall be construed in accordance with N.C.G.S. §§ 66-57.1 to 66-57.2, which provides as follows:

> An agreement to assign does not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facility or trade secret information, except for those inventions that (i) relate to the employer's business or actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employee for the employer.

Nothing in the Plan or the Participant's Incentive Unit Grant Agreement or Investment Agreement is intended to expand the scope of protection, if any, provided to Participant by such statute.

Section 8.02:

California: The Restricted Period for purposes of Section 8.02 shall be limited to the period of Participant's employment or service with the Partnership or any of its Subsidiaries. Additionally, the beginning of the second sentence in Section 8.02 shall be replaced with the following:

> For this purpose, "Business" means any business, anywhere in North America or any other any other country, state, municipality, locale or jurisdiction in which Participant provided services or had a significant presence or influence and in which the Partnership or any of its Subsidiaries generates sales, markets products or provides services during Participant's service with the Partnership or any of its Subsidiaries or engagement in….

Illinois[1]: Section 8.02 shall apply only if Participant has actual or expected earnings of over $75,000 per year.

Illinois, North Carolina, Pennsylvania, Texas, and Wisconsin: The beginning of the second sentence in Section 8.02 shall be replaced with the following:

> For this purpose, "Business" means any business, anywhere in North America or any other any other country, state, municipality, locale or jurisdiction in which Participant provided services or had a significant presence or influence during the one-year period immediately preceding the date that Participant was no longer employed or engaged by the Partnership or any of its Subsidiaries and in which the Partnership or any of its Subsidiaries are engaged in….

1 Note to Draft: For Illinois restrictions on non-competes, this salary cap increases every five years by $5,000 until January 1, 2037, when the amount will equal $90,000.

Illinois, Indiana, Michigan, North Carolina, Pennsylvania, and Texas: The following language shall be included at the end of Section 8.02:

> Notwithstanding the foregoing, nothing in this Section 8.02 shall prohibit Participant from being employed or engaged by any person or entity where such work would not involve any level of strategic, advisory, technical, creative, sales or other activity similar to that which Participant provided to the Partnership or any of its Subsidiaries (acknowledging that Participant's role requires Participant to engage in strategic, managerial and business development activity), or is in connection with an independent business line of such Person that is wholly unrelated to the Business and the Confidential Information (subject to protocols to prevent Participant from disclosing Confidential Information).

Louisiana: The beginning of the second sentence in Section 8.02 shall be replaced with the following:

The Participant acknowledges that the Partnership and its Subsidiaries currently conduct their business throughout North America and the Territory. For purposes of Article VIII herein, the "Territory" shall mean the following parishes and municipalities and only for so long as the Partnership and/or its Subsidiaries carry on business in such parishes and municipalities: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, La Salle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, and Winn. For this purpose, "Business" means any business, anywhere in North America or the Territory in which the Partnership or any of its Subsidiaries operated in or had active plans to expand as of a Participant's Termination of Service, that is engaged in….

Section 8.03:

California: The following language shall be included at the end of Section 8.03.

> Nothing in this Section 8.03 or otherwise in the Plan or this Agreement prohibits or restricts Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Participant has reason to believe is unlawful.

Section 8.04(a):

California: The covenants in Section 8.04(a) shall apply following Participant's Termination of Service only to the extent that Participant has used Confidential Information, including trade secrets or proprietary information, to violate this Section 8.04(a).

Illinois[2]: Section 8.04(a) shall apply only if Participant has actual or expected earnings of more than $45,000 per year. If Section 8.04(a) applies, the following language shall be included at the end of Section 8.04(a):

> Following Participant's Termination of Service, clients, customers, and business relations (including former clients, customers and business relations) of the Partnership or any of its Subsidiaries shall further be limited to such clients, customers and business relations whom Participant solicited, provided services to or had business-related contact with during the last twelve (12) months of Participant's employment with or service to the Partnership or any of its Subsidiaries, and shall include those customers for whom Participant was responsible for (directly, or through Participant's direct or indirect reports) or about whom Participant learned Confidential Information.

Louisiana: The following language shall be included at the end of Section 8.04(a).

> This Section 8.04(a) shall apply only within the Territory.

Michigan, North Carolina, Pennsylvania, Texas, and Wisconsin: Section 8.04(b) shall be replaced with the following:

> Except as otherwise provided in any Incentive Unit Grant Agreement or Investment Agreement, the Participant agrees that, during the Restricted Period, the Participant shall not, directly or indirectly, on the Participant's own behalf or on behalf of any other person or entity (other than the Partnership or any of its Subsidiaries), solicit or call upon any customer or prospective customer of the Partnership or any of its Subsidiaries with whom Participant had business-related contact, whom Participant solicited, or to whom Participant provided services on behalf of the Partnership or any of its Subsidiaries or about which Participant received Confidential Information, in each case, during the one-year period immediately preceding the Participant's Termination of Service, for the purpose of, or with the intention of, selling or providing to such customer or prospective customer any product or service substantially similar to any product or service sold, provided, or under development by the Partnership or any of its Subsidiaries with respect to the Business during the one-year period immediately preceding the Participant's Termination of Service.

Missouri: The following language shall be included at the end of Section 8.04(a):

> Following Participant's Termination of Service, clients, customers, and business relations (including former clients, customers and business relations) of the Partnership or any of its Subsidiaries shall further be limited to such clients, customers and business relations whom Participant solicited, provided services to or had business-related contact with during the last twelve (12) months of Participant's employment with or service to the Partnership or any of its Subsidiaries, and shall include those customers for whom Participant was responsible for (directly, or through Participant's direct or indirect reports) or about whom Participant learned Confidential Information.

2 Note to Draft: For Illinois restrictions on non-solicits, this salary cap increases every five years by $2,500 until January 1, 2037, when the amount will equal $52,000.

Section 8.04(b):

California: Section 8.04(b) shall be replaced with the following:

> Except as otherwise provided in any Incentive Unit Grant Agreement or Investment Agreement, the Participant agrees that, during the Restricted Period, the Participant shall not, directly or indirectly, on the Participant's own behalf or on behalf of any other Person (other than the Partnership or any of its Subsidiaries), solicit, recruit or attempt to solicit or recruit any individual who is at that time, or was within the one-year period immediately preceding any such solicitation, recruitment, or hiring, an employee of the Partnership or any of its Subsidiaries; provided that this Section 8.04(b) shall not prohibit the Participant from soliciting any individual pursuant to general advertisements and job listings disseminated to the public at large.

Illinois[3]: Section 8.04(b) shall apply only if Participant has actual or expected earnings of more than $45,000 per year.

Indiana: Section 8.04(b) shall be replaced with the following:

> Except as otherwise provided in any Incentive Unit Grant Agreement or Investment Agreement, the Participant agrees that, during the Restricted Period, the Participant shall not, directly or indirectly, on the Participant's own behalf or on behalf of any other Person (other than the Partnership or any of its Subsidiaries), solicit, recruit, or hire, or attempt to solicit, recruit, or hire, any individual who is at that time, or was within the one-year period immediately preceding any such solicitation, recruitment, or hiring, an employee of the Partnership or any of its Subsidiaries and such individual has access to or possesses any knowledge or Confidential Information that would give an unfair advantage to a business that engages in the Business; provided that this Section 8.04(b) shall not prohibit the Participant from soliciting any individual pursuant to general advertisements and job listings disseminated to the public at large.

Louisiana: Section 8.04(b) shall apply only within the Territory.

Missouri: Section 8.04(b) shall not apply if Participant provides only secretarial or clerical services to the Partnership or any of its Subsidiaries.

Section 8.09:

Illinois: The following language shall be included as a new Section 8.09:

Participant fully understands the provisions of this Article VIII and the Participant is entering into the Participant's Incentive Unit Grant Agreement or Investment Agreement knowingly, freely and voluntarily. The Partnership has advised Participant to consult with an attorney or legal counsel prior to signing this Agreement and agreeing to the covenants in this Article VIII.

[3] Note to Draft: For Illinois restrictions on non-solicits, this salary cap increases every five years by $2,500 until January 1, 2037, when the amount will equal $52,000.

Participant has been given fourteen (14) days from the date of Participant's receipt of the Plan and this Agreement to consider the terms of such Plan and the Participant's Incentive Unit Grant Agreement or Investment Agreement, although Participant may sign it at any time sooner.

Section 9.07:

California: The following language shall replace Section 9.07:

> The Plan will be exclusively governed by and construed and interpreted in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any other jurisdiction. Each Participant who accepts any Units thereby (x) agrees that any suit, action or proceeding brought by or against such Participant in connection with the Plan will be brought solely in the courts of the State of California or the United States Districts for the District of California; (y) consents to the jurisdiction and venue of each such court; and (z) agrees to accept service of process by the Partnership, its Subsidiaries, or any of their agents in connection with any such proceeding. Each Participant who receives any Units hereby submits to and accepts the exclusive jurisdiction of such court for the purpose of any such suit, action or other proceeding, and to the fullest extent permitted by law, each Participant who accepts any Units hereby irrevocably waives any objection that such Participant may now or hereafter have to the laying of venue or any such suit, action or other proceeding in such court and hereby further waives any claim that any suit, action or other proceeding brought in such court has been brought in an inconvenient forum.

Louisiana: The references to "Delaware" in Section 9.07 shall be replaced by references to "Louisiana."

Exhibit 10.18

TERM LOAN GUARANTEE AND COLLATERAL AGREEMENT

made by

CORNERSTONE BUILDING BRANDS, INC.,

CAMELOT RETURN INTERMEDIATE HOLDINGS, LLC

and certain Domestic Subsidiaries of the Borrower,

in favor of

DEUTSCHE BANK AG NEW YORK BRANCH,

as Collateral Agent and Administrative Agent

dated as of July 25, 2022

ANNEXES

Annex 1 -- Acknowledgement and Consent of Issuers who are not Granting Parties
Annex 2 -- Assumption Agreement
Annex 3 -- Supplemental Agreement
Annex 4 -- Joinder and Release
Annex 5 -- Form of Mortgage

TERM LOAN GUARANTEE AND COLLATERAL AGREEMENT

TERM LOAN GUARANTEE AND COLLATERAL AGREEMENT, dated as of July 25, 2022, made by CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (as further defined in the Credit Agreement, the "Borrower"), CAMELOT RETURN INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (as further defined in the Credit Agreement, "Holdings"), and certain Domestic Subsidiaries of the Borrower from time to time party hereto, in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined below) and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the banks and other financial institutions (collectively, the "Lenders"; individually, a "Lender") from time to time parties to the Credit Agreement described below.

W I T N E S S E T H :

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among the Borrower, the Collateral Agent, the Administrative Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes the other Granting Parties (as defined below);

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Granting Parties in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Granting Parties are engaged in related businesses, and each such Granting Party will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, it is a condition to the obligation of the Lenders to make their respective extensions of credit under the Credit Agreement that the Granting Parties shall execute and deliver this Agreement to the Collateral Agent and the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to that certain Cash Flow Credit Agreement, dated as of April 12, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under, such agreement or successor agreements, the "Senior Cash Flow Agreement"), among the Borrower, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as collateral agent and as administrative agent (in such capacities, the "Senior Cash Flow Agent"), and the other parties party thereto, the lenders party

thereto have severally agreed to make extensions of credit to the Borrower (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Cash Flow Guarantee and Collateral Agreement, dated as of April 12, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Cash Flow Collateral Agreement"), among the Borrower, Holdings, the Subsidiary Guarantors (as defined in the Senior Cash Flow Agreement) (collectively, the "Cash Flow Granting Parties") and the Senior Cash Flow Agent, the Cash Flow Granting Parties have granted a first priority Lien (as defined in the Senior Cash Flow Agreement) to the Senior Cash Flow Agent for the benefit of the Cash Flow Secured Parties (as defined herein) on the Cash Flow Priority Collateral (as defined herein) and a second priority Lien for the benefit of the Cash Flow Secured Parties on the ABL Priority Collateral (as defined herein) (subject in each case to Permitted Liens (as defined in the Senior Cash Flow Agreement));

WHEREAS, pursuant to that certain ABL Credit Agreement, dated as of April 12, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under, such agreement or successor agreements, the "Senior ABL Agreement"), among the Borrower, the U.S. Subsidiary Borrowers (as defined therein), the Canadian Borrowers (as defined therein), UBS AG, Stamford Branch, as collateral agent and as administrative agent (in such capacities, the "Senior ABL Agent"), and the other parties party thereto, the lenders party thereto have severally agreed to make extensions of credit to the Borrowers (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain ABL U.S. Guarantee and Collateral Agreement, dated as of April 12, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "ABL Collateral Agreement"), among the Borrower, the U.S. Subsidiary Borrowers (as defined in the Senior ABL Agreement), Holdings, the U.S. Subsidiary Guarantors (as defined in the Senior ABL Agreement) (collectively, the "ABL Granting Parties") and the Senior ABL Agent, the ABL Granting Parties have granted a first priority Lien (as defined in the Senior ABL Agreement) to the Senior ABL Agent for the benefit of the ABL Secured Parties (as defined herein) on the ABL Priority Collateral and a second priority Lien for the benefit of the ABL Secured Parties on the Cash Flow Priority Collateral (subject in each case to Permitted Liens (as defined in the Senior ABL Agreement));

WHEREAS, pursuant to that certain Indenture, dated as of the date hereof (as amended by the First Supplemental Indenture, dated as of the date hereof, the Second Supplemental Indenture, dated as of the date hereof, and as the same may be further amended, supplemented or otherwise modified from time to time, the "Senior Secured Notes Indenture"), among the Borrower, the guarantors from time to time party thereto and Wilmington Trust, National Association, as trustee (in such capacity, and together with its successors and assigns in such capacity, the "Senior Secured Notes Trustee") on behalf of the Holders (as defined in the Senior Secured Notes Indenture) and as note collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Senior Secured Note Collateral Agent"), the Company (as defined therein) is issuing $710.0 million aggregate principal amount of 8.750%

senior secured notes due 2028, and may in the future issue Additional Notes (as defined therein), upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Notes Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Senior Secured Notes Collateral Agreement"), among the Borrower, Holdings, the Subsidiary Guarantors (as defined in the Senior Secured Notes Indenture) (collectively, the "Senior Secured Notes Granting Parties"), the Senior Secured Notes Trustee and the Senior Secured Note Collateral Agent, the Senior Secured Notes Granting Parties have granted a first priority Lien (as defined in the Senior Secured Notes Collateral Agreement) to the Senior Secured Note Collateral Agent for the benefit of the Senior Secured Notes Secured Parties (as defined herein) on the Cash Flow Priority Collateral and a second priority Lien for the benefit of the Senior Secured Notes Secured Parties on the ABL Priority Collateral (subject in each case to Permitted Liens (as defined in the Senior Secured Notes Indenture));

WHEREAS, pursuant to that certain Additional Indebtedness Joinder, dated as of the date hereof, the Senior Secured Note Collateral Agent, for itself and on behalf of the Holders of the Notes (as defined in the Senior Secured Notes Indenture), and the Collateral Agent, for itself and on behalf of the Secured Parties, have agreed to be bound by the terms and provisions of that certain Intercreditor Agreement, dated as of April 12, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time (subject to Subsection 9.1), the "Base Intercreditor Agreement"), among the Senior ABL Agent and the Senior Cash Flow Agent, and acknowledged by the Company, Holdings and each other Granting Party; and

WHEREAS, the Collateral Agent and/or one or more Additional Agents may in the future enter into a Junior Lien Intercreditor Agreement substantially in the form attached to the Credit Agreement as Exhibit J, and acknowledged by the Borrower and the other Granting Parties (as amended, restated, supplemented, waived or otherwise modified from time to time (subject to Subsection 9.1), the "Junior Lien Intercreditor Agreement"), and one or more Other Intercreditor Agreements or Intercreditor Agreement Supplements.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Granting Party hereby agrees with the Administrative Agent and the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1

Defined Terms

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms that are defined in the Code (as defined below and in effect on the date hereof) are used herein as so defined: Cash Proceeds, Chattel Paper, Commercial Tort Claims, Documents, Electronic Chattel Paper, Equipment, Farm Products, Fixtures, General

Intangibles, Goods, Letter-of-Credit Rights, Money, Promissory Notes, Records, Securities, Securities Accounts and Supporting Obligations.

(b) The following terms shall have the following meanings:

"ABL Collateral Agreement": as defined in the recitals hereto.

"ABL Collateral Obligations": as defined in the Base Intercreditor Agreement.

"ABL Granting Parties": as defined in the recitals hereto.

"ABL Obligations": as defined in the Base Intercreditor Agreement.

"ABL Priority Collateral": as defined in the Base Intercreditor Agreement.

"ABL Secured Parties": the "Secured Parties" as defined in the ABL Collateral Agreement.

"Accounts": all accounts (as defined in the Code) of each Grantor, whether now existing or existing in the future, including all (a) Accounts Receivable of such Grantor, (b) all unpaid rights of such Grantor (including rescission, replevin, reclamation and stopping in transit) relating to the foregoing or arising therefrom, (c) all rights to any goods represented by any of the foregoing, including returned or repossessed goods, (d) all reserves and credit balances held by such Grantor with respect to any such accounts receivable of any Grantor, (e) all letters of credit, guarantees or collateral for any of the foregoing and (f) all insurance policies or rights relating to any of the foregoing.

"Accounts Receivable": any right to payment, whether or not earned by performance, for goods sold, leased, licensed, assigned or otherwise disposed, or for services rendered or to be rendered, which is not evidenced by an instrument (as defined in the Code) or Chattel Paper.

"Additional ABL Agent": as defined in the Base Intercreditor Agreement.

"Additional ABL Collateral Documents": as defined in the Base Intercreditor Agreement.

"Additional ABL Credit Facilities": as defined in the Base Intercreditor Agreement.

"Additional ABL Obligations": as defined in the Base Intercreditor Agreement.

"Additional Agent": as defined in the Base Intercreditor Agreement.

"Additional Cash Flow Agent": as defined in the Base Intercreditor Agreement.

"Additional Cash Flow Collateral Documents": as defined in the Base Intercreditor Agreement.

"Additional Cash Flow Obligations": as defined in the Base Intercreditor Agreement.

"Additional Cash Flow Secured Parties": as defined in the Base Intercreditor Agreement.

"Additional Credit Facilities": as defined in the Base Intercreditor Agreement.

"Adjusted Net Worth": of any Guarantor at any time, the greater of (x) $0 and (y) the amount by which the fair saleable value of such Guarantor's assets on the date of the respective payment hereunder exceeds its debts and other liabilities (including contingent liabilities, but without giving effect to any of its obligations under this Agreement or any other Loan Document, or pursuant to its guarantee with respect to any Indebtedness then outstanding under the Senior Cash Flow Agreement, the Senior ABL Agreement, the Senior Secured Notes, the Existing 2029 Notes, any Additional Credit Facility or any Acquired Indebtedness) on such date.

"Administrative Agent": as defined in the preamble hereto.

"Agreement": this Term Loan Guarantee and Collateral Agreement, as the same may be amended, supplemented, waived or otherwise modified from time to time.

"Applicable Law": as defined in Subsection 9.8.

"Bank Products Agreement": any agreement pursuant to which a bank or other financial institution or other Person agrees to provide (a) treasury services, (b) credit card, debit card, merchant card, purchasing card, stored value card, non-card electronic payable or other similar services (including the processing of payments and other administrative services with respect thereto), (c) cash management or related services (including controlled disbursements, automated clearinghouse transactions, return items, netting, overdrafts, depository, lockbox, stop payment, electronic funds transfer, information reporting, wire transfer and interstate depository network services) and (d) other banking, financial or treasury products or services as may be requested by any Grantor (other than letters of credit and other than loans and advances except indebtedness arising from services described in clauses (a) through (c) of this definition), including, for the avoidance of doubt, bank guarantees.

"Bank Products Provider": any Person that has entered into a Bank Products Agreement with a Grantor with the obligations of such Grantor thereunder being secured by one or more Loan Documents, as designated by the Borrower in accordance with Subsection 8.4 (provided that no Person shall, with respect to any Bank Products Agreement, be at any time a Bank Products Provider with respect to more than one Credit Facility).

"Bankruptcy Case": (i) Holdings, the Borrower or any of its Subsidiaries commencing any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement,

adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Holdings, the Borrower or any of its Subsidiaries making a general assignment for the benefit of its creditors; or (ii) there being commenced against Holdings, the Borrower or any of its Subsidiaries any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days.

"Base Intercreditor Agreement": as defined in the recitals hereto.

"Blocked Account": as defined in the Senior ABL Agreement.

"Borrower": as defined in the preamble hereto.

"Borrower Obligations": with respect to the Borrower, the collective reference to all obligations and liabilities of the Borrower in respect of the unpaid principal of, premium on, if any, and interest on (including interest and fees accruing after the maturity of the Loans and interest and fees accruing after (or that would accrue but for) the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest or fees is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower to the Secured Parties, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, the Loans, this Agreement, the other Loan Documents, any Hedging Agreement entered into with any Hedging Provider, any Bank Products Agreement entered into with any Bank Products Provider, any Guarantee of Holdings, the Borrower or any of its Subsidiaries as to which any Secured Party is a beneficiary (including any Management Guarantee entered into with any Management Credit Provider) or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, amounts payable in connection with any such Bank Products Agreement or a termination of any transaction entered into pursuant to any such Hedging Agreement, fees, indemnities, costs, expenses or otherwise (including all reasonable fees, expenses and disbursements of counsel to the Administrative Agent or any other Secured Party that are required to be paid by the Borrower pursuant to the terms of the Credit Agreement or any other Loan Document). With respect to any Guarantor, if and to the extent, under the Commodity Exchange Act or any rule, regulation or order of the CFTC (or the application or official interpretation of any thereof), all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest for, the obligation (the "Excluded Borrower Obligation") to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act (or the analogous term or section in any amended or successor statute) is or becomes illegal, the Borrower Obligations guaranteed by such Guarantor shall not include any such Excluded Borrower Obligation.

"Cash Flow Collateral Agreement": as defined in the recitals hereto.

"Cash Flow Collateral Obligations": as defined in the Base Intercreditor Agreement.

"Cash Flow Granting Parties": as defined in the recitals hereto.

"Cash Flow Obligations": as defined in the Base Intercreditor Agreement.

"Cash Flow Priority Collateral": as defined in the Base Intercreditor Agreement.

"Cash Flow Secured Parties": the "Secured Parties" as defined in the Cash Flow Collateral Agreement.

"CFTC": the Commodity Futures Trading Commission or any successor to the Commodity Futures Trading Commission.

"Code": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral": as defined in Section 3; provided that, for purposes of Section 8, "Collateral" shall have the meaning assigned to such term in the Credit Agreement.

"Collateral Account Bank": a bank which at all times is the Collateral Agent or a Lender or an affiliate thereof as selected by the relevant Grantor and consented to in writing by the Collateral Agent (such consent not to be unreasonably withheld or delayed).

"Collateral Agent": as defined in the preamble hereto.

"Collateral Proceeds Account": a non-interest bearing cash collateral account established and maintained by the relevant Grantor at an office of the Collateral Account Bank in the name, and in the sole dominion and control of, the Collateral Agent for the benefit of the Secured Parties.

"Collateral Representative": (i) if the Base Intercreditor Agreement is then in effect, the ABL Collateral Representative (as defined therein, with respect to ABL Priority Collateral) and the Cash Flow Collateral Representative (as defined therein, with respect to Cash Flow Priority Collateral), (ii) if any Junior Lien Intercreditor Agreement is then in effect, the Senior Priority Representative (as defined therein) and (iii) if any Other Intercreditor Agreement is then in effect, the Person acting as representative for the Collateral Agent and the Secured Parties thereunder for the applicable purpose contemplated by this Agreement and the Credit Agreement.

"Commercial Tort Action": any action, other than an action primarily seeking declaratory or injunctive relief with respect to claims asserted or expected to be asserted by Persons other than the Grantors, that is commenced by a Grantor in the courts of the United States of America, any state or territory thereof or any political subdivision of any such state or territory, in which any Grantor seeks damages arising out of torts committed against it that would reasonably be expected to result in a damage award to it exceeding $15,000,000.

"Commodity Exchange Act": the Commodity Exchange Act, as in effect from time to time, or any successor statute.

"Concentration Account": as defined in the Senior ABL Agreement.

"Contracts": with respect to any Grantor, all contracts, agreements, instruments and indentures in any form and portions thereof, to which such Grantor is a party or under which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, restated, supplemented, waived or otherwise modified, and all rights of such Grantor thereunder, including (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder.

"Copyright Licenses": with respect to any Grantor, all United States written license agreements of such Grantor providing for the grant by or to such Grantor of any right under any United States copyright of such Grantor, other than agreements with any Person who is an Affiliate or a Subsidiary of the Borrower or such Grantor, including any such license agreements that are material to the business of the Borrower and its Restricted Subsidiaries, taken as a whole, and are listed on Schedule 5, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Copyrights": with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States copyrights, whether or not the underlying works of authorship have been published or registered, all United States copyright registrations and copyright applications, including any copyright registrations and copyright applications listed on Schedule 5, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof and (iii) the right to sue or otherwise recover for past, present and future infringements and misappropriations thereof.

"Core Concentration Account": as defined in the Senior ABL Agreement.

"Credit Agreement": as defined in the recitals hereto.

"Credit Facility": as defined in the Base Intercreditor Agreement.

"DDA": as defined in the Senior ABL Agreement.

"Discharge of ABL Obligations": as defined in the Base Intercreditor Agreement.

"Discharge of ABL Collateral Obligations": as defined in the Base Intercreditor Agreement.

"Discharge of Additional ABL Obligations": as defined in the Base Intercreditor Agreement.

"Discharge of Additional Cash Flow Obligations": as defined in the Base Intercreditor Agreement.

"Discharge of Cash Flow Collateral Obligations": as defined in the Base Intercreditor Agreement.

"Discharge of Cash Flow Obligations": as defined in the Base Intercreditor Agreement.

"Excluded Assets": as defined in Subsection 3.3.

"Excluded Borrower Obligation": as defined in the definition of "Borrower Obligations".

"Excluded Obligation": as defined in the definition of "Grantor Obligations".

"Excluded Subsidiary": any Subsidiary of the Borrower that is (i) not a Wholly Owned Domestic Subsidiary, (ii) not a Grantor (as defined in the Cash Flow Collateral Agreement) or (iii) designated as an "Excluded Subsidiary" under the Senior Cash Flow Agreement.

"first priority": with respect to any Lien purported to be created by this Agreement, that such Lien is the most senior Lien to which such Collateral is subject (subject to Permitted Liens and other Liens permitted by the Credit Agreement).

"Foreign Intellectual Property": any right, title or interest in or to any copyrights, copyright licenses, patents, patent applications, patent licenses, trade secrets, trade secret licenses, trademarks, service marks, trademark and service mark applications, trade names, trade dress, trademark licenses, technology, know-how and processes or any other intellectual property governed by or arising or existing under, pursuant to or by virtue of the laws of any jurisdiction other than the United States of America or any state thereof.

"General Fund Account": the general fund account of the relevant Grantor established at the same office of the Collateral Account Bank as the Collateral Proceeds Account.

"Granting Parties": (x) Holdings (unless and until Holdings is released from all of its obligations hereunder pursuant to Subsection 9.16(h)), (y) the Borrower and (z) the Subsidiary Guarantors.

"Grantor": (x) Holdings (unless and until Holdings is released from all of its obligations hereunder pursuant to Subsection 9.16(h)), (y) the Borrower and (z) the Subsidiary Guarantors.

"Guarantor Obligations": with respect to any Guarantor, the collective reference to (i) the Borrower Obligations guaranteed by such Guarantor pursuant to Section 2 and (ii) all obligations and liabilities of such Guarantor that may arise under or in connection with this Agreement or any other Loan Document to which such Guarantor is a party, any Hedging Agreement entered into with any Hedging Provider, any Bank Products Agreement entered into with any Bank Products Provider, any Guarantee of Holdings, the Borrower or any of its Subsidiaries as to which any Secured Party is a beneficiary (including any Management

Guarantee entered into with any Management Credit Provider) or any other document made, delivered or given in connection therewith, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including all reasonable fees and disbursements of counsel to the Administrative Agent or any other Secured Party that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document and interest and fees accruing after (or that would accrue but for) the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to such Guarantor, whether or not a claim for post-filing or post-petition interest or fees is allowed in such proceeding). With respect to any Guarantor, if and to the extent, under the Commodity Exchange Act or any rule, regulation or order of the CFTC (or the application or official interpretation of any thereof), all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest for, the obligation (together with the Excluded Borrower Obligation, the "Excluded Obligation") to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act (or the analogous term or section in any amended or successor statute) is or becomes illegal, the Guarantor Obligations of such Guarantor shall not include any such Excluded Obligation.

"Guarantors": the collective reference to each Granting Party, other than the Borrower.

"Hedging Agreement": any Interest Rate Agreement, Commodities Agreement, Currency Agreement or any other credit or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity, credit or equity values or creditworthiness (including any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Hedging Provider": any Person that has entered into a Hedging Agreement with a Grantor with the obligations of such Grantor thereunder being secured by one or more Loan Documents, as designated by the Borrower in accordance with Subsection 8.4 (provided that no Person shall, with respect to any Hedging Agreement, be at any time a Hedging Provider with respect to more than one Credit Facility).

"Holdings": as defined in the preamble hereto.

"Instruments": as defined in Article 9 of the Code but excluding Pledged Securities.

"Intellectual Property": with respect to any Grantor, the collective reference to such Grantor's Copyrights, Copyright Licenses, Patents, Patent Licenses, Trade Secrets, Trade Secret Licenses, Trademarks and Trademark Licenses.

"Intercompany Note": with respect to any Grantor, any promissory note in a principal amount in excess of $15,000,000 evidencing loans made by such Grantor to the Borrower or any of its Restricted Subsidiaries (other than to Special Purpose Subsidiaries to the

extent the applicable documentation for a Special Purpose Financing does not permit such Intercompany Note to be pledged under this Agreement).

"Intercreditor Agreements": (a) the Base Intercreditor Agreement, (b) any Junior Lien Intercreditor Agreement and (c) any other intercreditor agreement that may be entered into in the future by the Collateral Agent in accordance with the Credit Agreement and one or more Additional Agents and acknowledged by the Borrower and the other Granting Parties (an "Other Intercreditor Agreement") (each such Intercreditor Agreement as amended, restated, supplemented, waived or otherwise modified from time to time (subject to Subsection 9.1)) (in each case, upon and during the effectiveness thereof).

"Inventory": with respect to any Grantor, all inventory (as defined in the Code) of such Grantor, including all Inventory (as defined in the Credit Agreement) of such Grantor.

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-102(a)(49) of the Code (as in effect on the date hereof) (other than (a) Capital Stock (including for these purposes any investment deemed to be Capital Stock for United States tax purposes) of any Foreign Subsidiary in excess of 65% of any series of such Capital Stock and (b) any Capital Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Securities.

"Issuers": the collective reference to issuers of Pledged Stock, including (as of the Closing Date) the Persons identified on Schedule 2 as the issuers of Pledged Stock.

"Junior Lien Intercreditor Agreement": as defined in the recitals hereto.

"Lender": as defined in the preamble hereto.

"Management Credit Provider": any Person that is a beneficiary of a Management Guarantee, with the obligations of the applicable Grantor thereunder being secured by one or more Loan Documents, as designated by the Borrower in accordance with Subsection 8.4 (provided that no Person shall, with respect to any Management Guarantee, be at any time a Management Credit Provider with respect to more than one Credit Facility).

"Mortgage Property": the collective reference to the real properties owned by the Grantors described on Schedule 8.

"Mortgages": each of the mortgages and deeds of trust, if any, executed and delivered by a Grantor to the Collateral Agent, as the same may be amended, supplemented or otherwise modified from time to time.

"Non-Lender Secured Parties": the collective reference to all Bank Products Providers, Hedging Providers, Management Credit Providers and their respective successors, assigns and transferees, in their respective capacities as such.

"Obligations": (i) in the case of the Borrower, its Borrower Obligations and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Other Intercreditor Agreement": as defined in the definition of "Intercreditor Agreements".

"Patent Licenses": with respect to any Grantor, all United States written license agreements of such Grantor providing for the grant by or to such Grantor of any right under any United States patent, patent application, or patentable invention other than agreements with any Person who is an Affiliate or a Subsidiary of the Borrower or such Grantor, including any such license agreements that are material to the business of the Borrower and its Restricted Subsidiaries, taken as a whole, and are listed on Schedule 5, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Patents": with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States patents, patent applications and patentable inventions and all reissues and extensions thereof, including all patents and patent applications identified in Schedule 5, and including (i) all inventions and improvements described and claimed therein, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

"Pledged Collateral": as to any Pledgor other than Holdings, the Pledged Securities, and as to Holdings, the Pledged Stock, in all cases, now owned or at any time hereafter acquired by such Pledgor, and any Proceeds thereof.

"Pledged Notes": with respect to any Pledgor other than Holdings, all Intercompany Notes at any time issued to, or held or owned by, such Pledgor.

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": with respect to any Pledgor other than Holdings, the shares of Capital Stock listed on Schedule 2 as held by such Pledgor, together with any other shares of Capital Stock of any Subsidiary of such Pledgor required to be pledged by such Pledgor pursuant to Subsection 7.9 of the Credit Agreement, as well as any other shares, stock certificates, options or rights of any nature whatsoever in respect of any Capital Stock of any Issuer that may be issued or granted to, or held by, such Pledgor while this Agreement is in effect and, with respect to Holdings, the shares of Capital Stock of the Borrower, as well as any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of the Borrower that may be issued or granted to, or held by, Holdings while this Agreement is in effect, in each case, unless and until such time as the respective pledge of such Capital Stock under this Agreement is released in accordance with the terms hereof and of the Credit Agreement; provided that in no event shall there be pledged, nor shall any Pledgor be required to

pledge, directly or indirectly, (i) more than 65% of any series of the outstanding Capital Stock (including for these purposes any investment deemed to be Capital Stock for U.S. tax purposes) of any Foreign Subsidiary, (ii) any Capital Stock of a Subsidiary of any Foreign Subsidiary, (iii) de minimis shares of a Foreign Subsidiary held by any Pledgor as a nominee or in a similar capacity, (iv) any Capital Stock of any not-for-profit Subsidiary, (v) any Capital Stock of any Excluded Subsidiary (other than, but without limiting clause (i) above, a Subsidiary described in clause (d) of the definition thereof in the Senior Cash Flow Agreement) and (vi) without duplication, any Excluded Assets.

"Pledgor": (x) Holdings (solely with respect to the Pledged Stock held by Holdings in the Borrower) (unless and until Holdings is released from all of its obligations hereunder pursuant to Subsection 9.16(h)), (y) the Borrower (with respect to Pledged Securities held by the Borrower and all other Pledged Collateral of the Borrower) and (z) each other Granting Party (with respect to Pledged Securities held by such Granting Party and all other Pledged Collateral of such Granting Party).

"Predecessor Holding Company": as defined in Subsection 9.16(e).

"Proceeds": all "proceeds" as such term is defined in Section 9-102(a)(64) of the Code (as in effect on the date hereof) and, in any event, Proceeds of Pledged Securities shall include all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

"Restrictive Agreements": as defined in Subsection 3.3(a).

"Secured Parties": the collective reference to (i) the Administrative Agent, the Collateral Agent and each Other Representative, (ii) the Lenders, (iii) the Non-Lender Secured Parties and (iv) the respective successors and assigns and the permitted transferees and endorsees of each of the foregoing.

"Security Collateral": with respect to any Granting Party, collectively, the Collateral (if any) and the Pledged Collateral (if any) of such Granting Party.

"Senior ABL Agent": as defined in the recitals hereto.

"Senior ABL Agreement": as defined in the recitals hereto and as further defined in the Credit Agreement.

"Senior Cash Flow Agent": as defined in the recitals hereto.

"Senior Cash Flow Agreement": as defined in the recitals hereto.

"Senior Secured Note Collateral Agent": as defined in the recitals hereto.

"Senior Secured Notes Collateral Agreement": as defined in the recitals hereto.

"Senior Secured Notes Granting Parties": as defined in the recitals hereto.

"Senior Secured Notes Indenture": as defined in the recitals hereto.

"Senior Secured Notes Secured Parties": the "Secured Parties" as defined in the Senior Secured Notes Collateral Agreement.

"Specified Assets": as defined in Subsection 4.2.2.

"Successor Holding Company": as defined in Subsection 9.16(e).

"Trade Secret Licenses": with respect to any Grantor, all United States written license agreements of such Grantor providing for the grant by or to such Grantor of any right under any United States trade secrets, including know-how, processes, formulae, compositions, designs, and confidential business and technical information, and all rights of any kind whatsoever accruing thereunder or pertaining thereto, other than agreements with any Person who is an Affiliate or a Subsidiary of the Borrower or such Grantor, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Trade Secrets": with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States trade secrets, including know-how, processes, formulae, compositions, designs, and confidential business and technical information, and all rights of any kind whatsoever accruing thereunder or pertaining thereto, including (i) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including payments under all licenses, non-disclosure agreements and memoranda of understanding entered into in connection therewith, and damages and payments for past or future misappropriations thereof, and (ii) the right to sue or otherwise recover for past, present or future misappropriations thereof.

"Trademark Licenses": with respect to any Grantor, all United States written license agreements of such Grantor providing for the grant by or to such Grantor of any right under any United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, other than agreements with any Person who is an Affiliate or a Subsidiary of the Borrower or such Grantor, including any such license agreements that are material to the business of the Borrower and its Restricted Subsidiaries, taken as a whole, and are listed on Schedule 5, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Trademarks": with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant or enforcement of a security interest in such intent to use application would invalidate or otherwise

jeopardize Grantor's rights therein or in the resulting registration), and any renewals thereof, including each registration and application identified in Schedule 5, and including (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

"Vehicles": all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

1.2 Other Definitional Provisions. (a) The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Annex references are to this Agreement unless otherwise specified. The words "include", "includes", and "including" shall be deemed to be followed by the phrase "without limitation".

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral, Pledged Collateral or Security Collateral, or any part thereof, when used in relation to a Granting Party shall refer to such Granting Party's Collateral, Pledged Collateral or Security Collateral or the relevant part thereof.

(d) All references in this Agreement to any of the property described in the definition of the term "Collateral" or "Pledged Collateral", or to any Proceeds thereof, shall be deemed to be references thereto only to the extent the same constitute Collateral or Pledged Collateral, respectively.

SECTION 2

Guarantee

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the benefit of the Secured Parties, the prompt and complete payment and performance by the Borrower when due and payable (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations owed to the Secured Parties.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan

Documents shall in no event exceed the amount that can be guaranteed by such Guarantor under applicable law, including applicable federal and state laws relating to the insolvency of debtors; provided that, to the maximum extent permitted under applicable law, it is the intent of the parties hereto that the rights of contribution of each Guarantor provided in Subsection 2.2 be included as an asset of the respective Guarantor in determining the maximum liability of such Guarantor hereunder.

(c) Each Guarantor agrees that the Borrower Obligations guaranteed by it hereunder may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any other Secured Party hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until the earliest to occur of (i) the first date on which all of the Loans and all other Borrower Obligations then due and owing, and the obligations of each Guarantor under the guarantee contained in this Section 2 then due and owing shall have been satisfied by payment in full in cash and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations, (ii) as to any Guarantor (other than Holdings), a sale or other disposition of all the Capital Stock of such Guarantor (other than to the Borrower or a Subsidiary Guarantor), or any other transaction or occurrence as a result of which such Guarantor ceases to be a Restricted Subsidiary of the Borrower, in each case that is permitted under the Credit Agreement and (iii) as to any Guarantor, such Guarantor being released from its Obligations pursuant to Subsection 10.8 of the Credit Agreement or Subsection 9.16 hereof.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any other Secured Party from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of any of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of any of the Borrower Obligations), remain liable for the Borrower Obligations guaranteed by it hereunder up to the maximum liability of such Guarantor hereunder until the earliest to occur of (i) the first date on which all the Loans and all other Borrower Obligations then due and owing are paid in full in cash and the Commitments are terminated, (ii) as to any Guarantor (other than Holdings), a sale or other disposition of all the Capital Stock of such Guarantor (other than to the Borrower or a Subsidiary Guarantor), or any other transaction or occurrence as a result of which such Guarantor ceases to be a Restricted Subsidiary of the Borrower, in each case that is permitted under the Credit Agreement and (iii) as to any Guarantor, such Guarantor being released from its Obligations pursuant to Subsection 10.8 of the Credit Agreement or Subsection 9.16 hereof.

(f) Notwithstanding anything herein or in any other Loan Document to the contrary, including Subsection 2.6 hereof, (i) the obligations of Holdings under this Agreement, including in respect of its Guarantor Obligations, are expressly limited recourse obligations of Holdings, and such obligations shall be payable solely from, limited to, and shall in no event

exceed, Holdings' Pledged Collateral and (ii) upon the collection, sale or disposition of, or other realization upon, all of Holdings' Pledged Collateral, by or on behalf of the Collateral Agent or any Secured Party, whether pursuant to Section 6 of this Agreement or otherwise, the obligations of Holdings under this Agreement, including in respect of its Guarantor Obligations, shall be irrevocably and indefeasibly terminated and shall not be subject to reinstatement under any circumstance.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share (based, to the maximum extent permitted by law, on the respective Adjusted Net Worth of each Guarantor on the date the respective payment is made) of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder that has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Subsection 2.3. The provisions of this Subsection 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the other Secured Parties, and each Guarantor shall remain liable to the Administrative Agent and the other Secured Parties for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any other Secured Party, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any other Secured Party against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any other Secured Party for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the other Secured Parties by the Borrower on account of the Borrower Obligations are paid in full in cash and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full in cash or any of the Commitments shall remain in effect, such amount shall be held by such Guarantor in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be held as collateral security for all of the Borrower Obligations (whether matured or unmatured) guaranteed by such Guarantor and/or then or at any time thereafter may be applied against any Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with Respect to the Obligations. To the maximum extent permitted by law, each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Collateral Agent, the Administrative Agent or any other Secured Party may be rescinded by the Collateral Agent, the Administrative Agent or such other Secured Party and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect

thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, subordinated, waived, surrendered or released by the Collateral Agent, the Administrative Agent or any other Secured Party, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, waived, modified, supplemented or terminated, in whole or in part, as the Collateral Agent or the Administrative Agent (or the Required Lenders or the applicable Lender(s), as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Collateral Agent, the Administrative Agent or any other Secured Party for the payment of any of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. None of the Collateral Agent, the Administrative Agent and each other Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for any of the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto, except to the extent required by applicable law.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives, to the maximum extent permitted by applicable law, any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Collateral Agent, the Administrative Agent or any other Secured Party upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; each of the Borrower Obligations, and any obligation contained therein, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Collateral Agent, the Administrative Agent and the other Secured Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives, to the maximum extent permitted by applicable law, diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the other Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees, to the extent permitted by law, that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment and not of collection. Each Guarantor hereby waives, to the maximum extent permitted by applicable law, any and all defenses (other than any claim alleging breach of a contractual provision of any of the Loan Documents) that it may have arising out of or in connection with any and all of the following: (a) the validity or enforceability of the Credit Agreement or any other Loan Document, the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Collateral Agent, the Administrative Agent or any other Secured Party, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to or be asserted by the Borrower against the Collateral Agent, the Administrative Agent or any other Secured Party, (c) any change in the time, place, manner or place of payment, amendment, or waiver or increase in any of the Obligations, (d) any exchange, non-perfection, taking, or release of Security Collateral, (e) any change in the structure or existence of the Borrower, (f) any application of Security Collateral to any of the Obligations, (g) any law, regulation or order of any jurisdiction, or any other event, affecting any term of any Obligation or the rights of the Collateral Agent, the Administrative Agent or any other Secured Party with respect thereto, including: (i) the application of any such law, regulation, decree or order, including any prior

approval, which would prevent the exchange of any currency (other than Dollars) for Dollars or the remittance of funds outside of such jurisdiction or the unavailability of Dollars in any legal exchange market in such jurisdiction in accordance with normal commercial practice, (ii) a declaration of banking moratorium or any suspension of payments by banks in such jurisdiction or the imposition by such jurisdiction or any Governmental Authority thereof of any moratorium on, the required rescheduling or restructuring of, or required approval of payments on, any indebtedness in such jurisdiction, (iii) any expropriation, confiscation, nationalization or requisition by such country or any Governmental Authority that directly or indirectly deprives the Borrower of any assets or their use, or of the ability to operate its business or a material part thereof, or (iv) any war (whether or not declared), insurrection, revolution, hostile act, civil strife or similar events occurring in such jurisdiction which has the same effect as the events described in clause (i), (ii) or (iii) above (in each of the cases contemplated in clauses (i) through (iv) above, to the extent occurring or existing on or at any time after the date of this Agreement), or (h) any other circumstance whatsoever (other than payment in full in cash of the Borrower Obligations guaranteed by it hereunder) (with or without notice to or knowledge of the Borrower or such Guarantor) or any existence of or reliance on any representation by the Secured Parties that constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Collateral Agent, the Administrative Agent and any other Secured Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations guaranteed by such Guarantor hereunder or any right of offset with respect thereto, and any failure by the Collateral Agent, the Administrative Agent or any other Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Collateral Agent, the Administrative Agent or any other Secured Party against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee of any Guarantor contained in this Section 2 shall continue to be effective, or be reinstated if previously released in accordance with Subsection 9.16(a), as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations guaranteed by such Guarantor hereunder is rescinded or must otherwise be restored or returned by the Collateral Agent, the Administrative Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim, in Dollars (or in the case of any amount required to be paid in any other currency pursuant to the requirements of the

Credit Agreement or other agreement relating to the respective Obligations, such other currency), at the Administrative Agent's office specified in Subsection 11.2 of the Credit Agreement or such other address as may be designated in writing by the Administrative Agent to such Guarantor from time to time in accordance with Subsection 11.2 of the Credit Agreement.

SECTION 3

Grant of Security Interest

3.1 Grant. Each Grantor (other than Holdings) hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Collateral of such Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except as provided in Subsection 3.3. The term "Collateral", as to any Grantor (other than Holdings), means the following property (wherever located) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, except as provided in Subsection 3.3:

(a) all Accounts;

(b) all Money (including all cash);

(c) all Cash Equivalents;

(d) all Chattel Paper;

(e) all Contracts;

(f) all Deposit Accounts;

(g) all Documents;

(h) all Equipment;

(i) all General Intangibles;

(j) all Instruments;

(k) all Intellectual Property;

(l) all Inventory;

(m) all Investment Property;

(n) all Letter-of-Credit Rights;

(o) all Fixtures;

(p) all Supporting Obligations;

(q) all Commercial Tort Claims constituting Commercial Tort Actions described in Schedule 6 (together with any Commercial Tort Actions subject to a further writing provided in accordance with Subsection 5.2.12);

(r) all books and records relating to the foregoing;

(s) the Collateral Proceeds Account; and

(t) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, Collateral shall not include any Pledged Collateral, or any property or assets described in the proviso to the definition of Pledged Stock.

3.2 Pledged Collateral. Each Granting Party that is a Pledgor, hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Pledged Collateral of such Pledgor now owned or at any time hereafter acquired by such Pledgor, including any Proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Pledgor, except as provided in Subsection 3.3.

3.3 Certain Limited Exceptions. No security interest is or will be granted pursuant to this Agreement or any other Security Document in any right, title or interest of any Granting Party under or in, and "Collateral" and "Pledged Collateral" shall not include the following (collectively, the "Excluded Assets"):

(a) any Instruments, Contracts, Chattel Paper, General Intangibles, Copyright Licenses, Patent Licenses, Trademark Licenses, Trade Secret Licenses or other contracts or agreements with or issued by Persons other than Holdings, the Borrower, a Subsidiary of the Borrower, or an Affiliate of any of the foregoing (collectively, "Restrictive Agreements") that would otherwise be included in the Security Collateral (and such Restrictive Agreements shall not be deemed to constitute a part of the Security Collateral) for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Restrictive Agreements (in each case, except to the extent that, pursuant to the Code and any other applicable law, the granting of security interests therein can be made without resulting in a breach, default or termination of such Restrictive Agreements);

(b) any Equipment or other property that would otherwise be included in the Security Collateral (and such Equipment or other property shall not be deemed to constitute a part of the Security Collateral) if such Equipment or other property (x) (A) is subject to a Lien described in Subsection 8.14(d) or 8.14(e) (with respect to a Lien described in Subsection 8.14(d)) of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility; provided that such provision in any Additional ABL Credit Facility is not materially less favorable to the Lenders than the

corresponding provision in the Senior ABL Agreement (as determined by the Borrower in good faith, which determination shall be conclusive)) or (B) is subject to a Lien described in clause (h) (with respect to Purchase Money Obligations or Financing Lease Obligations) or (o) (with respect to such Liens described in such clause (h)) of the definition of "Permitted Liens" in the Credit Agreement (or any corresponding provision of the Senior Cash Flow Agreement, the Senior Secured Notes Indenture or any other Additional Credit Facility; provided that such provision in any Additional Credit Facility is not materially less favorable to the Lenders than the corresponding provision in the Credit Agreement (as determined by the Borrower in good faith, which determination shall be conclusive) (but in each case only for so long as such Liens are in place)) or (y) (A) is subject to any Lien described in Subsection 8.14(q) of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility; provided that such provision in any Additional ABL Credit Facility is not materially less favorable to the Lenders than the corresponding provision in the Senior ABL Agreement (as determined by the Borrower in good faith, which determination shall be conclusive)) or (B) is subject to any Lien in respect of Hedging Obligations (as defined in the Credit Agreement) permitted by Subsection 8.6 of the Credit Agreement as a "Permitted Lien" pursuant to clause (h) of the definition thereof in the Credit Agreement (or any corresponding provision of the Senior Cash Flow Agreement, the Senior Secured Notes Indenture or any other Additional Credit Facility; provided that such provision in any Additional Credit Facility is not materially less favorable to the Lenders than the corresponding provision in the Credit Agreement (as determined by the Borrower in good faith, which determination shall be conclusive) (but in each case only for so long as such Liens are in place)), and, in the case of such other property, such other property consists solely of (i) cash, Cash Equivalents or Temporary Cash Investments, together with proceeds, dividends and distributions in respect thereof, (ii) any assets relating to such assets, proceeds, dividends or distributions, or to such Hedging Obligations, and/or (iii) any other assets consisting of, relating to or arising under or in connection with (1) any Hedging Obligations or (2) any other agreements, instruments or documents related to any Hedging Obligations or to any of the assets referred to in any of subclauses (i) through (iii) of this subclause (b)(y);

(c) any property (and/or related rights and/or assets) that (A) would otherwise be included in the Security Collateral (and such property (and/or related rights and/or assets) shall not be deemed to constitute a part of the Security Collateral) if such property has been sold or otherwise transferred in connection with a Sale and Leaseback Transaction permitted under Subsection 8.5 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility; provided that such provision in any Additional ABL Credit Facility is not materially less favorable to the Lenders than the corresponding provision in the Senior ABL Agreement (as determined by the Borrower in good faith, which determination shall be conclusive)) or clause (x) or (xvi) of the definition of "Asset Disposition" in the Credit Agreement (or any corresponding provision of the Senior Cash Flow Agreement, the Senior Secured Notes Indenture or any other Additional Credit Facility; provided that such provision in any Additional Credit Facility is not materially less favorable to the Lenders than the corresponding provision in the Credit Agreement (as determined by the Borrower in good faith, which determination shall be conclusive)), or (B) is subject to any Liens permitted

under Subsection 8.14 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility; provided that such provision in any Additional ABL Credit Facility is not materially less favorable to the Lenders than the corresponding provision in the Senior ABL Agreement (as determined by the Borrower in good faith, which determination shall be conclusive)) or Subsection 8.6 of the Credit Agreement (or any corresponding provision of the Senior Cash Flow Agreement, the Senior Secured Notes Indenture or any other Additional Credit Facility; provided that such provision in any Additional Credit Facility is not materially less favorable to the Lenders than the corresponding provision in the Credit Agreement in any material respect (as determined by the Borrower in good faith, which determination shall be conclusive)) that, in each case, relate to property subject to any such Sale and Leaseback Transaction or general intangibles related thereto (but only for so long as such Liens are in place); provided that, notwithstanding the foregoing, a security interest of the Collateral Agent shall attach to any money, securities or other consideration received by any Grantor as consideration for the sale or other disposition of such property as and to the extent such consideration would otherwise constitute Security Collateral;

(d) Capital Stock (including for these purposes any investment deemed to be Capital Stock for United States tax purposes) which is described in the proviso to the definition of Pledged Stock;

(e) any Money, cash, checks, other negotiable instruments, funds and other evidence of payment held in any Deposit Account of the Borrower or any of its Subsidiaries in the nature of a security deposit with respect to obligations for the benefit of the Borrower or any of its Subsidiaries, which must be held for or returned to the applicable counterparty under applicable law or pursuant to Contractual Obligations;

(f) (x) the Pisces Acquisition Agreement (as defined in the Senior Cash Flow Agreement) and any rights therein or arising thereunder (except any proceeds of the Pisces Acquisition Agreement) and (y) the Atlas Acquisition Agreement (as defined in the Senior Cash Flow Agreement) and any rights therein or arising thereunder (except any proceeds of the Atlas Acquisition Agreement);

(g) any interest in leased real property (including Fixtures related thereto) (and there shall be no requirement to deliver landlord lien waivers, estoppels or collateral access letters);

(h) any fee interest in owned real property (including Fixtures related thereto) if (A) the fair market value (as determined by the Borrower in good faith, which determination shall be conclusive) of such fee interest at the time of the acquisition of such fee interest is less than $15,000,000 individually, or (B) such real property is located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency;

(i) any Vehicles and any assets subject to certificate of title;

(j) Letter-of-Credit Rights (other than Letter-of-Credit Rights (i) to the extent such Letter-of-Credit Rights are supporting obligations in respect of Collateral and (ii) in which a security interest is automatically perfected by filings under the Uniform Commercial Code of any applicable jurisdiction; provided that, notwithstanding any other provision of this Agreement or any other Loan Document, neither the Borrower nor any other Grantor will be required to confer perfection by control over any such Letter-of-Credit Rights) and Commercial Tort Claims, in each case, individually with a value of less than $15,000,000;

(k) assets to the extent the granting or perfecting of a security interest in such assets would result in costs or other consequences to Topco or any of its Subsidiaries as reasonably determined in writing by the Borrower and the Senior ABL Agent (to the extent such assets would constitute ABL Priority Collateral) or the Senior Cash Flow Agent (to the extent such assets would constitute Cash Flow Priority Collateral), which determination shall be conclusive, and notified in writing to the Collateral Agent, that are excessive in view of the benefits that would be obtained by the Secured Parties;

(l) those assets over which the granting of security interests in such assets would be prohibited by contract permitted under the Credit Agreement, applicable law or regulation or the organizational or joint venture documents of any non-wholly owned Subsidiary (including permitted liens, leases and licenses), including contracts over which the granting of security interests therein would result in termination thereof (in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction, other than proceeds and receivables thereof to the extent that their assignment is expressly deemed effective under the Uniform Commercial Code of any applicable jurisdiction notwithstanding such prohibitions for so long as such prohibitions are in effect), or to the extent that such security interests would result in adverse tax consequences to Topco or one of its Subsidiaries (or, at the election of the Borrower in connection with an initial public offering or other restructuring of the Borrower, any Parent Entity, the Borrower or any of its Subsidiaries) (as determined by the Borrower in good faith, which determination shall be conclusive) (it being understood that the Lenders shall not require the Borrower or any of its Subsidiaries to enter into any security agreements or pledge agreements governed by foreign law);

(m) any assets specifically requiring perfection through control (including cash, cash equivalents, deposit accounts or other bank or securities accounts), (i) to the extent the security interest in such asset is not perfected by filings under the Uniform Commercial Code of any applicable jurisdiction, (ii) other than in the case of Pledged Stock or Pledged Notes, to the extent not perfected by being held by the Collateral Agent or an Additional Agent as agent for the Collateral Agent, (iii) other than DDAs, Concentration Accounts, the Core Concentration Account and Blocked Accounts (in each case only to the extent required pursuant to Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility)), and (iv) other than the Collateral Proceeds Account (to the extent required pursuant to this Agreement), and any Collateral Proceeds Account under and as defined in the ABL Collateral Agreement (to the extent required pursuant to the ABL Collateral Agreement);

(n) Foreign Intellectual Property;

(o) any aircraft, airframes, aircraft engines, helicopters, vessels or rolling stock or any Equipment or other assets constituting a part thereof;

(p) prior to the Discharge of ABL Obligations, any property that would otherwise constitute ABL Priority Collateral but is an Excluded Asset (as such term is defined in the ABL Collateral Agreement);

(q) any Capital Stock and other securities of (i) a Subsidiary of the Borrower to the extent that the pledge of or grant of any other Lien on such Capital Stock and other securities for the benefit of any holders of securities results in the Borrower or any of its Restricted Subsidiaries being required to file separate financial statements for such Subsidiary with the Securities and Exchange Commission (or any other governmental authority) pursuant to either Rule 3-10 or 3-16 of Regulation S-X under the Securities Act, or any other law, rule or regulation as in effect from time to time, but only to the extent necessary to not be subject to such requirement and/or (ii) any Subsidiary of the Borrower that is (x) an Unrestricted Subsidiary or (y) an Excluded Subsidiary, other than a Foreign Subsidiary (which pledge of Capital Stock (including for these purposes any investment deemed to be Capital Stock for United States tax purposes) of a Foreign Subsidiary shall be limited to 65% of each series of its Capital Stock);

(r) any assets or property of Holdings, other than the Pledged Stock of the Borrower;

(s) any Goods in which a security interest is not perfected by filing a financing statement in the applicable Grantor's jurisdiction of organization; and

(t) prior to the discharge of any other Cash Flow Collateral Obligations, any property that is not part of the collateral securing, or required to be securing, such other Cash Flow Collateral Obligations;

provided that, prior to the discharge of any other Cash Flow Collateral Obligations, Excluded Assets shall not include any property which secures (or purports to secure) such Cash Flow Collateral Obligations.

For the avoidance of doubt, if any Grantor receives any payment or other amount under the Atlas Acquisition Agreement, the Pisces Acquisition Agreement or the Camelot Acquisition Agreement, such payment or other amount shall constitute Collateral when and if actually received by such Grantor, to the extent set forth in Subsection 3.1.

3.4 Intercreditor Relations. Notwithstanding anything herein to the contrary, it is the understanding of the parties that the Liens granted pursuant to Subsections 3.1 and 3.2 shall (a) with respect to all Security Collateral constituting ABL Priority Collateral (x) prior to the Discharge of ABL Obligations, be subject and subordinate to the Liens granted to the Senior ABL Agent for the benefit of the ABL Secured Parties to secure the ABL Obligations pursuant to the ABL Collateral Agreement and (y) prior to the Discharge of Additional ABL Obligations, be subject and subordinate to the Liens granted to any Additional ABL Agent for the benefit of

the holders of the Additional ABL Obligations to secure the Additional ABL Obligations pursuant to any Additional ABL Collateral Documents as and to the extent provided for therein, and (b) with respect to all Security Collateral, (x) prior to the Discharge of Cash Flow Obligations, be pari passu and equal in priority to the Liens granted to the Senior Cash Flow Agent for the benefit of the Cash Flow Secured Parties to secure the Cash Flow Obligations pursuant to the Cash Flow Collateral Agreement, (y) prior to the Discharge of Additional Cash Flow Obligations with respect to the obligations in respect of the Senior Secured Notes Indenture, be pari passu and equal in priority to the Liens granted to the Senior Secured Note Collateral Agent for the benefit of the Senior Secured Notes Secured Parties to secure the applicable Additional Cash Flow Obligations pursuant to the Senior Secured Notes Collateral Agreement and (z) prior to the Discharge of Additional Cash Flow Obligations with respect to the obligations in respect of any other Additional Cash Flow Obligations, be pari passu and equal in priority to the Liens granted to any such Additional Cash Flow Agent for the benefit of the holders of the applicable Additional Cash Flow Obligations to secure such Additional Cash Flow Obligations pursuant to the applicable Additional Cash Flow Collateral Documents (except, in the case of this clause (b)(z), as may be separately otherwise agreed between the Collateral Agent, on behalf of itself and the Secured Parties, and any such Additional Cash Flow Agent, on behalf of itself and the Additional Cash Flow Secured Parties represented thereby). Each of the Collateral Agent and the Administrative Agent acknowledges and agrees that the relative priority of the Liens granted to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent and any Additional Agent shall be determined solely pursuant to the applicable Intercreditor Agreements, and not by priority as a matter of law or otherwise. Notwithstanding anything herein to the contrary, the Liens and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the applicable Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control as among (i) the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent and any Additional Agent, in the case of the Base Intercreditor Agreement, (ii) the Collateral Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent and any Additional Cash Flow Agent, in the case of any Junior Lien Intercreditor Agreement, and (iii) the Collateral Agent and any other secured creditor (or agent therefor) party thereto, in the case of any Other Intercreditor Agreement. In the event of any such conflict, each Grantor may act (or omit to act) in accordance with such Intercreditor Agreement, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so. Notwithstanding any other provision hereof, (x) prior to the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations, any obligation hereunder to deliver to the Collateral Agent any Security Collateral constituting ABL Priority Collateral shall be satisfied by causing such ABL Priority Collateral to be delivered to the Senior ABL Agent or the applicable ABL Collateral Representative (as defined in the Base Intercreditor Agreement) to be held in accordance with the Base Intercreditor Agreement and (y) prior to the Discharge of Cash Flow Collateral Obligations (other than the Additional Cash Flow Obligations in respect of the Credit Agreement), any obligation hereunder to deliver to the Collateral Agent any Security Collateral shall be satisfied by causing such Security Collateral to be delivered to the applicable Collateral Representative, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent or any Additional Cash Flow Agent to be held in accordance with the applicable Intercreditor Agreement.

SECTION 4

Representations and Warranties

4.1 Representations and Warranties of Each Guarantor. Each Guarantor party hereto on the date hereof hereby represents and warrants to the Collateral Agent and each other Secured Party (to the extent such representations and warranties are required to be true and correct on the date hereof pursuant to Section 6 of the Credit Agreement) on the date hereof that the representations and warranties set forth in Section 5 of the Credit Agreement as they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which representations and warranties is hereby incorporated herein by reference, are true and correct in all material respects, and the Collateral Agent and each other Secured Party shall be entitled to rely on each of such representations and warranties as if fully set forth herein; provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Subsection 4.1, be deemed to be a reference to such Guarantor's knowledge.

4.2 Representations and Warranties of Each Grantor. Each Grantor party hereto on the date hereof hereby represents and warrants to the Collateral Agent and each other Secured Party (to the extent such representations and warranties are required to be true and correct on the date hereof pursuant to Section 6 of the Credit Agreement) on the date hereof that, in each case after giving effect to the Transactions:

4.2.1 Title; No Other Liens. Except for the security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and the other Liens permitted to exist on such Grantor's Collateral by the Credit Agreement (including Subsection 8.6 thereof), such Grantor owns each item of such Grantor's Collateral free and clear of any and all Liens securing Indebtedness. As of the Closing Date, except as set forth on Schedule 3, to the knowledge of such Grantor (x) in the case of the Cash Flow Priority Collateral, no currently effective financing statement or other similar public notice with respect to any Lien securing Indebtedness on all or any part of such Grantor's Cash Flow Priority Collateral is on file or of record in any public office in the United States of America, any state, territory or dependency thereof or the District of Columbia and (y) in the case of the ABL Priority Collateral, no currently effective financing statement or other similar public notice with respect to any Lien securing Indebtedness on all or any part of such Grantor's ABL Priority Collateral is on file or of record in any public office in the United States of America, any state, territory or dependency thereof or the District of Columbia, except, in each case, such as have been filed in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement or as are permitted by the Credit Agreement (including Subsection 8.6 thereof) or any other Loan Document or for which termination statements will be delivered on the Closing Date.

4.2.2 Perfected First Priority Liens. (a) This Agreement is effective to create, as collateral security for the Obligations of such Grantor, valid and enforceable Liens on such Grantor's Security Collateral in favor of the Collateral Agent for the benefit of the Secured Parties, except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(b) Except with regard to (i) Liens (if any) on Specified Assets and (ii) any rights in favor of the United States government as required by law (if any), upon the completion of the Filings and, with respect to Instruments, Chattel Paper and Documents upon the earlier of such Filing or the delivery to and continuing possession by the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, of all Instruments, Chattel Paper and Documents a security interest in which is perfected by possession, and upon the obtaining and maintenance of "control" (as described in the Code) by the Collateral Agent, the Senior ABL Agent, the Administrative Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable (or their respective agents appointed for purposes of perfection), in accordance with any applicable Intercreditor Agreement of all Deposit Accounts, all Blocked Accounts, the Collateral Proceeds Account, all Electronic Chattel Paper and all Letter-of-Credit Rights a security interest in which is perfected by "control" (in the case of Deposit Accounts and Blocked Accounts, to the extent required under Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility)) and in the case of Commercial Tort Actions (other than such Commercial Tort Actions listed on Schedule 6 on the date of this Agreement), upon the taking of the actions required by Subsection 5.2.12, the Liens created pursuant to this Agreement will constitute valid Liens on and (to the extent provided herein) perfected security interests in such Grantor's Collateral in favor of the Collateral Agent for the benefit of the Secured Parties, and will be prior to all other Liens of all other Persons securing Indebtedness, in each case other than Liens permitted by the Credit Agreement (including Permitted Liens) (and subject to any applicable Intercreditor Agreement), and enforceable as such as against all other Persons other than Ordinary Course Transferees, except to the extent that the recording of an assignment or other transfer of title to the Collateral Agent, the Administrative Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent (in accordance with any applicable Intercreditor Agreement) or the recording of other applicable documents in the United States Patent and Trademark Office or United States Copyright Office may be necessary for perfection or enforceability, and except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing. As used in this Subsection 4.2.2(b), the following terms shall have the following meanings:

"Filings": the filing or recording of (i) the Financing Statements as set forth in Schedule 3, (ii) this Agreement or a notice thereof with respect to Intellectual Property as set forth in Schedule 3, and (iii) any filings after the Closing Date in any other jurisdiction as may be necessary under any Requirement of Law.

"Financing Statements": the financing statements attached hereto on Schedule 4A for filing in the jurisdictions listed in Schedule 4B.

"Ordinary Course Transferees": (i) with respect to goods only, buyers in the ordinary course of business and lessees in the ordinary course of business to the extent provided in Section 9-320(a) and 9-321 of the Uniform Commercial Code as in effect from time to time in

the relevant jurisdiction, (ii) with respect to general intangibles only, licensees in the ordinary course of business to the extent provided in Section 9-321 of the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction and (iii) any other Person who is entitled to take free of the Lien pursuant to the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction.

"Permitted Liens": Liens permitted pursuant to the Credit Agreement, including, without limitation, those permitted to exist pursuant to Subsection 8.6 of the Credit Agreement.

"Specified Assets": the following property and assets of such Grantor:

(1) Patents, Patent Licenses, Trademarks and Trademark Licenses to the extent that (a) Liens thereon cannot be perfected by the filing of financing statements under the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction or by the filing and acceptance of intellectual property security agreements in the United States Patent and Trademark Office or (b) such Patents, Patent Licenses, Trademarks and Trademark Licenses are not, individually or in the aggregate, material to the business of the Borrower and its Subsidiaries taken as a whole;

(2) Copyrights and Copyright Licenses with respect thereto and Accounts or receivables arising therefrom to the extent that (a) Liens thereon cannot be perfected by filing and acceptance of intellectual property security agreements in the United States Copyright Office or (b) the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction is not applicable to the creation or perfection of Liens thereon;

(3) Collateral for which the perfection of Liens thereon requires filings in or other actions under the laws of jurisdictions outside of the United States of America, any State, territory or dependency thereof or the District of Columbia;

(4) goods included in Collateral received by any Person from any Grantor for "sale or return" within the meaning of Section 2-326(1)(b) of the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction, to the extent of claims of creditors of such Person;

(5) Fixtures, Vehicles, any other assets subject to certificates of title, and Money and Cash Equivalents (other than Cash Equivalents constituting Investment Property to the extent a security interest therein is perfected by the filing of a financing statement under the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction);

(6) Proceeds of Accounts or Inventory which do not themselves constitute Collateral or which do not constitute identifiable Cash Proceeds or which have not yet been transferred to or deposited in the Collateral Proceeds Account (if any);

(7) Contracts, Accounts or receivables subject to the Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 et seq.);

(8) uncertificated securities, to the extent Liens thereon cannot be perfected by the filing of a financing statement under the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction; and

(9) securities held with an intermediary (as such phrase is defined in the Convention on the Law Applicable to Certain Rights in Respect of Securities held with an Intermediary as in effect in the United States) to the extent that the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction is not applicable to the perfection of Liens thereon.

4.2.3 Jurisdiction of Organization. On the date hereof, such Grantor's jurisdiction of organization is specified on Schedule 4B.

4.2.4 [Reserved].

4.2.5 Title to Mortgage Property. Each Grantor has good title in fee simple to its material real property that constitute Mortgage Property, except where the failure to have such good title would not reasonably be expected to have a Material Adverse Effect.

4.2.6 Patents, Copyrights and Trademarks. Schedule 5 lists all Trademarks, Copyrights and Patents, in each case, material to the business of the Borrower and its Restricted Subsidiaries, taken as a whole, and registered in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and owned by such Grantor (other than Holdings) in its own name as of the date hereof, and all Trademark Licenses, all Copyright Licenses and all Patent Licenses, in each case, material to the business of the Borrower and its Restricted Subsidiaries, taken as a whole (including Trademark Licenses for registered Trademarks, Copyright Licenses for registered Copyrights and Patent Licenses for registered Patents, in each case, material to the business of the Borrower and its Restricted Subsidiaries, taken as a whole, but excluding licenses to commercially available "off-the-shelf" software), owned by such Grantor (other than Holdings) in its own name as of the date hereof, in each case, that is solely United States Intellectual Property.

4.3 Representations and Warranties of Each Pledgor. Each Pledgor party hereto on the date hereof hereby represents and warrants to the Collateral Agent and each other Secured Party (to the extent such representations and warranties are required to be true and correct on the date hereof pursuant to Section 6 of the Credit Agreement) on the date hereof that, in each case after giving effect to the Transactions:

4.3.1 Except as provided in Subsection 3.3, the shares of Pledged Stock pledged by such Pledgor hereunder constitute (i) in the case of shares of a Domestic Subsidiary, all the issued and outstanding shares of all classes of the Capital Stock of such Domestic Subsidiary owned by such Pledgor and (ii) in the case of any Pledged Stock constituting Capital Stock of any Foreign Subsidiary, as of the Closing Date such percentage (not more than 65%) as is specified on Schedule 2 of all the issued and outstanding shares of all classes of the Capital Stock of each such Foreign Subsidiary owned by such Pledgor.

4.3.2 [Reserved].

4.3.3 Such Pledgor is the record and beneficial owner of, and has good title to, the Pledged Securities pledged by it hereunder, free of any and all Liens securing Indebtedness owing to any other Person, except the security interest created by this Agreement and Liens permitted by the Credit Agreement (including Permitted Liens).

4.3.4 Upon the delivery to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, of the certificates evidencing the Pledged Securities held by such Pledgor together with executed undated stock powers or other instruments of transfer, the security interest created by this Agreement in such Pledged Securities constituting certificated securities, assuming the continuing possession of such Pledged Securities by the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, will constitute a valid, perfected first priority (subject, in terms of priority only, to the priority of the Liens of the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative and any Additional Agent) security interest in such Pledged Securities to the extent provided in and governed by the Code, enforceable in accordance with its terms against all creditors of such Pledgor and any Persons purporting to purchase such Pledged Securities from such Pledgor to the extent provided in and governed by the Code, in each case subject to Liens permitted by the Credit Agreement (including Permitted Liens) (and any applicable Intercreditor Agreement), and except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

4.3.5 Upon the earlier of (x) (to the extent a security interest in uncertificated securities may be perfected by the filing of a financing statement) the filing of the Financing Statements or of financing statements delivered pursuant to Subsection 7.9 of the Credit Agreement in the relevant jurisdiction and (y) (to the extent a security interest in uncertificated securities may be perfected by the obtaining and maintenance of "control" (as described in the Code)) the obtaining and maintenance of "control" (as described in the Code) by the Collateral Agent, the Senior ABL Agent, the applicable Collateral Representative or any Additional Agent (or their respective agents appointed for purposes of perfection), as applicable, in accordance with any applicable Intercreditor Agreement, of all Pledged Securities that constitute uncertificated securities, the security interest created by this Agreement in such Pledged Securities that constitute uncertificated securities, will constitute a valid, perfected first priority (subject, in terms of priority only, to the priority of the Liens of the Senior ABL Agent, the applicable Collateral Representative and any Additional Agent set forth in the Base Intercreditor Agreement or any Other Intercreditor Agreement) security interest in such Pledged Securities constituting uncertificated securities to the extent provided in and governed by the Code, enforceable in accordance with its terms against all creditors of such Pledgor and any persons purporting to purchase such Pledged Securities from such Pledgor, to the extent provided in and governed by the Code, in each case subject to Liens permitted by the Credit Agreement (including Permitted Liens) (and any applicable Intercreditor Agreement), and except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

4.3.6 Letter-of-Credit Rights. Schedule 7 lists all Letter-of-Credit Rights not constituting Excluded Assets owned by any Grantor (other than Holdings) on the date hereof.

SECTION 5

Convenants

5.1 Covenants of Each Guarantor. Each Guarantor covenants and agrees with the Collateral Agent and the other Secured Parties that, from and after the date of this Agreement until the earliest to occur of (i) the date upon which the Loans and all other Obligations then due and owing, shall have been paid in full in cash and the Commitments shall have terminated, (ii) as to any such Guarantor (other than Holdings), a sale or other disposition of all the Capital Stock of such Guarantor (other than to the Borrower or a Subsidiary Guarantor), or any other transaction or occurrence as a result of which such Guarantor ceases to be a Restricted Subsidiary of the Borrower, in each case that is permitted under the Credit Agreement or (iii) as to any such Guarantor, such Guarantor being or becoming an Excluded Subsidiary or being released from its Obligations hereunder pursuant to Subsection 10.8 of the Credit Agreement or Subsection 9.16 hereof, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Restricted Subsidiaries.

5.2 Covenants of Each Grantor. Each Grantor (other than Holdings) covenants and agrees with the Collateral Agent and the other Secured Parties that, from and after the date of this Agreement until the earliest to occur of (i) the date upon which the Loans and all other Obligations then due and owing shall have been paid in full in cash and the Commitments shall have terminated, (ii) as to any such Grantor, a sale or other disposition of all the Capital Stock of such Grantor (other than to the Borrower or a Subsidiary Guarantor), or any other transaction or occurrence as a result of which such Grantor ceases to be a Restricted Subsidiary of the Borrower, in each case that is permitted under the Credit Agreement, (iii) as to any such Grantor, such Grantor being or becoming an Excluded Subsidiary or being released from its Obligations hereunder pursuant to Subsection 10.8 of the Credit Agreement or Subsection 9.16 hereof or (iv) the release of all of the Collateral or the termination of this Agreement in accordance with the terms of the Credit Agreement:

5.2.1 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of such Grantor's Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Grantor shall (except as provided in the following sentence) be entitled to retain possession of all Collateral of such Grantor evidenced by any Instrument or Chattel Paper, and shall hold all such Collateral in trust for the Collateral Agent, for the benefit of the Secured Parties. In the event that an Event of Default shall have occurred and be continuing, upon the request of the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, such Instrument or Chattel Paper shall be promptly delivered to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with the applicable Intercreditor Agreement, duly indorsed in a manner reasonably satisfactory to

the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with the applicable Intercreditor Agreement, to be held as Collateral pursuant to this Agreement. Such Grantor shall not permit any other Person to possess any such Collateral at any time other than in connection with any sale or other disposition of such Collateral in a transaction permitted by the Credit Agreement or as contemplated by the Intercreditor Agreements.

5.2.2 [Reserved].

5.2.3 [Reserved].

5.2.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall use commercially reasonable efforts to maintain the security interest created by this Agreement in such Grantor's Collateral as a perfected security interest as and to the extent described in Subsection 4.2.2 and to defend the security interest created by this Agreement in such Grantor's Collateral against the claims and demands of all Persons whomsoever (subject to the other provisions hereof).

(b) [Reserved].

(c) At any time and from time to time, upon the written request of the Collateral Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver such further instruments and documents and take such further actions as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted by such Grantor, including the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) as in effect from time to time in any United States jurisdiction with respect to the security interests created hereby; provided that, notwithstanding any other provision of this Agreement or any other Loan Document, neither the Borrower nor any other Grantor will be required to (v) take any action in any jurisdiction other than the United States of America, or required by the laws of any such non-U.S. jurisdiction, or enter into any security agreement or pledge agreement governed by the laws of any such non-U.S. jurisdiction, in order to create any security interests (or other Liens) in assets located or titled outside of the United States of America or to perfect any security interests (or other Liens) in any Collateral, (w) deliver control agreements with respect to, or confer perfection by "control" over, any deposit accounts, bank or securities account or other Collateral, except (A) so long as the Senior ABL Agreement (or any Additional ABL Credit Facility) is in effect, as required by Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility) unless the applicable Grantor is unable to deliver such control agreement after its use of commercially reasonable efforts and (B) in the case of Security Collateral that constitutes Capital Stock or Pledged Notes in certificated form, delivering such Capital Stock or Pledged Notes to the Collateral Agent (or another Person as required under any applicable Intercreditor Agreement), (x) take any action in order to perfect any security interests in any assets specifically requiring perfection through control (including cash, cash equivalents, deposit accounts or securities accounts) (except, in each case (A) so long as the Senior ABL Agreement (or any Additional ABL Credit Facility) is in effect, as required by Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility) unless

the applicable Grantor is unable to deliver such control agreement after its use of commercially reasonable efforts and (B) to the extent consisting of proceeds perfected automatically or by the filing of a financing statement under the Uniform Commercial Code of any applicable jurisdiction or, in the case of Pledged Stock or Pledged Notes, by being held by the Collateral Agent or any Additional Agent as agent for the Collateral Agent), (y) deliver landlord lien waivers, estoppels or collateral access letters or (z) file any fixture filing with respect to any security interest in Fixtures affixed to or attached to any real property constituting Excluded Assets.

(d) The Collateral Agent may grant extensions of time for the creation and perfection of security interests in, or obtaining a delivery of documents or other deliverables with respect to, particular assets of any Grantor where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or any other Security Documents. Notwithstanding the foregoing, to the extent any Collateral Representative grants an extension of time for the creation and perfection of security interests in, or obtaining a delivery of documents or other deliverables with respect to, particular assets of any Grantor, the same extension shall be deemed to be granted hereunder where the Grantor determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or any other Security Documents.

5.2.5 Changes in Name, Jurisdiction of Organization, etc. Such Grantor will give prompt written notice to the Collateral Agent of any change in its name, legal form or jurisdiction of organization (whether by merger or otherwise) (and in any event within 30 days of such change); provided that, promptly thereafter such Grantor shall deliver to the Collateral Agent all additional financing statements and other documents reasonably necessary to maintain the validity, perfection and priority of the security interests created hereunder and other documents necessary or reasonably requested by the Collateral Agent to maintain the validity, perfection and priority of the security interests as and to the extent provided for herein and upon receipt of such additional financing statements the Collateral Agent shall either promptly file such additional financing statements or approve the filing of such additional financing statements by such Grantor. Upon any such approval such Grantor shall proceed with the filing of the additional financing statements and deliver copies (or other evidence of filing) of the additional filed financing statements to the Collateral Agent.

5.2.6 [Reserved].

5.2.7 Pledged Stock. In the case of each Grantor that is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Stock issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Collateral Agent promptly in writing of the occurrence of any of the events described in Subsection 5.3.1 with respect to the Pledged Stock issued by it and (iii) the terms of Subsections 6.3(c) and 6.7 shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Subsection 6.3(c) or 6.7 with respect to the Pledged Stock issued by it.

5.2.8 [Reserved].

5.2.9 Maintenance of Records. Such Grantor will keep and maintain at its own cost and expense reasonably satisfactory and complete records in all material respects of its Collateral, including a record of all payments received and all credits granted with respect to such Collateral; provided that with respect to the ABL Priority Collateral, the satisfactory maintenance of such records shall be determined in good faith by such Grantor or the Borrower.

5.2.10 Acquisition of Intellectual Property. Concurrently with or prior to the delivery of the annual financial statements under Subsection 7.1(a) of the Credit Agreement, the Borrower will notify the Collateral Agent of any acquisition by the Grantors of (i) any registration of any United States Copyright, Patent or Trademark, in each case, material to the business of the Borrower and its Restricted Subsidiaries, taken as a whole, or (ii) any exclusive rights under a United States Copyright License, Patent License or Trademark License, in each case, material to the business of the Borrower and its Restricted Subsidiaries, taken as a whole, constituting Collateral, and each applicable Grantor shall take such actions as may be reasonably necessary (but only to the extent such actions are within such Grantor's control) to perfect the security interest granted to the Collateral Agent and the other Secured Parties therein, to the extent provided herein in respect of any United States Copyright, Patent or Trademark constituting Collateral, by (x) the execution and delivery of an amendment or supplement to this Agreement (or amendments to any such agreement previously executed or delivered by such Grantor) and/or (y) the making of appropriate filings (I) of financing statements under the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction and/or (II) in the United States Patent and Trademark Office, or with respect to registered Copyrights and Copyright Licenses for registered Copyrights, the United States Copyright Office.

5.2.11 [Reserved].

5.2.12 Commercial Tort Actions. All Commercial Tort Actions of each Grantor in existence on the date of this Agreement, known to such Grantor on the date hereof, are described in Schedule 6 hereto. Concurrently with or prior to the delivery of the annual financial statements under Subsection 7.1(a) of the Credit Agreement, the Borrower will notify the Collateral Agent of any acquisition by the Grantors of any Commercial Tort Action and describe

the details thereof, and each applicable Grantor shall take such actions as may be reasonably requested by the Collateral Agent to grant to the Collateral Agent a security interest in any such Commercial Tort Action and in the proceeds thereof, all upon and subject to the terms of this Agreement.

5.3 Covenants of Each Pledgor. Each Pledgor covenants and agrees with the Collateral Agent and the other Secured Parties that, from and after the date of this Agreement until the earlier to occur of (i) the Loans and all other Obligations then due and owing shall have been paid in full in cash and the Commitments shall have terminated, (ii) as to any Pledgor (other than Holdings), a sale or other disposition of all the Capital Stock of such Pledgor (other than to the Borrower or a Subsidiary Guarantor), or any other transaction or occurrence as a result of which such Pledgor ceases to be a Restricted Subsidiary of the Borrower, in each case that is permitted under the Credit Agreement, (iii) as to any Pledgor (other than Holdings), such Pledgor being or becoming an Excluded Subsidiary or being released from its Obligations pursuant to Subsection 10.8 of the Credit Agreement or Subsection 9.16 hereof or (iv) the release of all of

the Collateral or the termination of this Agreement in accordance with the terms of the Credit Agreement:

5.3.1 Additional Shares. If such Pledgor shall, as a result of its ownership of its Pledged Stock, become entitled to receive or shall receive any stock certificate (including any stock certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), stock option or similar rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Pledgor shall accept the same as the agent of the Collateral Agent and the other Secured Parties, hold the same in trust for the Collateral Agent and the other Secured Parties and deliver the same forthwith to the Collateral Agent (who will hold the same on behalf of the Secured Parties) or the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, in the exact form received, duly indorsed by such Pledgor to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor, to be held by the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, subject to the terms hereof, as additional collateral security for the Obligations (subject to Subsection 3.3 and provided that in no event shall there be pledged, nor shall any Pledgor be required to pledge, more than 65% of any series of outstanding Capital Stock (including for these purposes any investment deemed to be Capital Stock for United States tax purposes) of any Foreign Subsidiary pursuant to this Agreement). If an Event of Default shall have occurred and be continuing, any sums paid upon or in respect of the Pledged Stock upon the liquidation or dissolution of any Issuer (except any liquidation or dissolution of any Subsidiary of the Borrower in accordance with the Credit Agreement) shall be paid over to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement to be held by the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, subject to the terms hereof, as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Stock or any property shall be distributed upon or with respect to the Pledged Stock pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Collateral Agent, be delivered to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, to be held by the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement,

subject to the terms hereof, as additional collateral security for the Obligations, in each case except as otherwise provided by any applicable Intercreditor Agreement. If any sums of money or property so paid or distributed in respect of the Pledged Stock shall be received by such Pledgor, such Pledgor shall, until such money or property is paid or delivered to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement hold such money or property in trust for the Secured Parties, segregated from other funds of such Pledgor, as additional collateral security for the Obligations.

5.3.2 [Reserved].

5.3.3 Pledged Notes. (a) [Reserved].

(b) Each Pledgor which becomes a party hereto after the Closing Date pursuant to Subsection 9.15 shall deliver to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with each applicable Intercreditor Agreement, all Pledged Notes then held by such Pledgor, endorsed in blank or, at the request of the Collateral Agent, endorsed to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with each applicable Intercreditor Agreement. Furthermore, within 10 Business Days (or such longer period as otherwise agreed by the Collateral Agent in its sole discretion) after any Pledgor obtains a Pledged Note, such Pledgor shall cause such Pledged Note to be delivered to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, endorsed in blank or, at the request of the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, endorsed to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement.

5.3.4 Maintenance of Security Interest. (a) Such Pledgor shall use commercially reasonable efforts to defend the security interest created by this Agreement in such Pledgor's Pledged Collateral against the claims and demands of all Persons whomsoever. At any time and from time to time, upon the written request of the Collateral Agent and at the sole expense of such Pledgor, such Pledgor will promptly and duly execute and deliver such further instruments and documents and take such further actions as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted by such Pledgor; provided that notwithstanding any other provision of this Agreement or any other Loan Documents, neither the Borrower nor any other Pledgor will be required to (v) take any action in any jurisdiction other than the United States of America, or required by the laws of any such non-U.S. jurisdiction, or enter into any security agreement or pledge agreement governed by the laws of any such non-U.S. jurisdiction, in order to create any security interests (or other Liens) in assets located or titled outside of the United

States of America or to perfect any security interests (or other Liens) in any Collateral, (w) deliver control agreements with respect to, or confer perfection by "control" over, any deposit accounts, bank or securities account or other Collateral, except (A) so long as the Senior ABL Agreement (or any Additional ABL Credit Facility) is in effect, as required by Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility) and (B) in the case of Security Collateral that constitutes Capital Stock or Pledged Notes in certificated form, delivering such Capital Stock or Pledged Notes to the Collateral Agent (or another Person as required under any Intercreditor Agreement), (x) take any action in order to perfect any security interests in any assets specifically requiring perfection through control (including cash, cash equivalents, deposit accounts or securities accounts) (except (A) so long as the Senior ABL Agreement (or any Additional ABL Credit Facility) is in effect, as required by Subsection 4.16 of the Senior ABL Agreement (or any corresponding provision of any Additional ABL Credit Facility) and (B) in each case, to the extent consisting of proceeds perfected automatically or by the filing of a financing statement under the Code or, in the case of Pledged Stock or Pledged Notes, by being held by the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, an applicable Collateral Representative or an Additional Agent as agent for the Collateral Agent), (y) deliver landlord lien waivers, estoppels or collateral access letters or (z) file any fixture filing with respect to any security interest in Fixtures affixed to or attached to any real property constituting Excluded Assets.

(b) The Collateral Agent may grant extensions of time for the creation and perfection of security interests in, or obtaining or delivery of documents or other deliverables with respect to, particular assets of any Pledgor where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or any other Security Documents. Notwithstanding the foregoing, to the extent any Collateral Representative grants an extension of time for the creation and perfection of security interests in, or obtaining a delivery of documents or other deliverables with respect to, particular assets of any Pledgor, the same extension shall be deemed to be granted hereunder where the Grantor determines in good faith that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or any other Security Documents.

5.4 Mortgaged Real Property.

5.4.1 With respect to each real property of such Grantor subject to a Mortgage (if any):

(a) [Reserved].

(b) Such Grantor promptly shall comply with and conform to all requirements of the insurers applicable to such party or such property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of such property, except for such non-compliance or non-conformity as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) If the Borrower is in default of its obligations to insure or deliver any such prepaid policy or policies, the result of which would reasonably be expected to have a Material

Adverse Effect, then the Collateral Agent, at its option upon 10 days' written notice to the Borrower, may effect such insurance from year to year at rates substantially similar to the rate at which such Grantor had insured such property, and pay the premium or premiums therefor, and the Borrower shall pay or cause to be paid to the Collateral Agent on demand such premium or premiums so paid by the Collateral Agent with interest from the time of payment at a rate per annum equal to 2.00%.

5.4.2 If such property, or any part thereof, shall be destroyed or damaged and the reasonably estimated cost thereof would exceed $15,000,000 the Borrower shall give prompt notice thereof to the Collateral Agent. Unless an Event of Default shall have occurred and be continuing, the Collateral Agent shall turn over to the Borrower all insurance proceeds received by it in connection with any damage or casualty to any property.

5.4.3 Each Grantor that owns one or more of the real properties listed on Schedule 8 hereof and each Grantor who acquires a real property after the date hereof that is not an Excluded Asset agrees to use its commercially reasonable efforts to (a) deliver to the Collateral Agent the deliverables (which shall be in form and substance as reasonably determined by the Borrower) set forth below, in each case to the extent delivered to the Senior Cash Flow Agent (to the extent the Cash Flow Obligations are then still outstanding), and (b) pay or cause to be paid commercially reasonable fees and expenses to the extent specified below, in each case to the extent required to be paid under the Senior Cash Flow Agreement, with respect to such property, as soon as reasonably practicable (but no later than 180 days, unless waived or extended by the Senior Cash Flow Agent) following the date of this Agreement:

(a) A fully executed Mortgage with respect to each such property, substantially in the form set forth in Annex 5 hereto, with such changes as may be necessary or desirable to comply with the law of the jurisdiction in which such Mortgage is to be filed, together with evidence that each such Mortgage has been delivered to the Title Company (as defined below) or to the appropriate recording office for recording in all places to the extent reasonably necessary.

(b) Customary opinions with respect to collateral security matters in connection with the Mortgages delivered pursuant to clause (a) above, addressed to the Collateral Agent, of local counsel in each jurisdiction where each such property is located.

(c) With respect to each such Mortgage, a policy of title insurance (or commitment to issue such a policy having the effect of a policy of title insurance) insuring (or committing to insure) the lien of such Mortgage as a valid and enforceable lien on the property described therein, subject to Liens permitted by the Indenture, including Permitted Liens (such policies collectively, the "Mortgage Policies"), in an amount reasonably determined by the Company (based upon good faith estimates of fair market value of the subject real estate) and issued by such title company reasonably determined by the Borrower (the "Title Company"), which Mortgage Policy shall include such reasonable and customary title insurance endorsements to the extent available at commercially reasonable rates (excluding endorsements or coverage related to creditors' rights).

(d) With respect to each such Mortgage Policy, any and all surveys or, to the extent applicable, no change affidavits as may be reasonably necessary to cause the Title

Company to issue such Mortgage Policy with a "comprehensive" endorsement (to the extent available) and to remove the standard survey exceptions from such Mortgage Policy with respect thereto (to the extent available).

(e) To the extent the Mortgage is not sufficient to serve as a fixture filing under applicable local law, fixture filings under the Uniform Commercial Code on Form UCC-1 for filing under the Uniform Commercial Code in the jurisdiction in which each such property is located, as reasonably necessary to perfect the security interest in fixtures purported to be created by each such Mortgage in favor of the Collateral Agent for the benefit of the Secured Parties.

(f) Evidence of payment of all Mortgage Policy premiums, mortgage recording taxes, if any, and all commercially reasonable search and examination charges, fees, costs and expenses required for the recording of the Mortgages, fixture filings and issuance of the Mortgage Policies referred to above.

5.4.4 It is understood and agreed that no Grantor shall be required to file any fixture filing with respect to any security interest in Fixtures affixed to or attached to any real property constituting Excluding Assets.

SECTION 6

Remedial Provisions

6.1 Certain Matters Relating to Accounts. (a) At any time and from time to time after the occurrence and during the continuance of an Event of Default, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred (and subject to each applicable Intercreditor Agreement), the Collateral Agent shall have the right to make test verifications of the Accounts Receivable constituting Collateral in any reasonable manner and through any reasonable medium that it reasonably considers advisable, and the relevant Grantor shall furnish all such assistance and information as the Collateral Agent may reasonably require in connection with such test verifications. At any time and from time to time after the occurrence and during the continuance of an Event of Default, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred (and subject to each applicable Intercreditor Agreement), upon the Collateral Agent's reasonable request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others reasonably satisfactory to the Collateral Agent to furnish to the Collateral Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts Receivable constituting Collateral.

(b) [Reserved].

(c) At any time and from time to time after the occurrence and during the continuance of an Event of Default specified in Subsection 9.1(a) or 9.1(b) of the Credit Agreement, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred, subject to each applicable Intercreditor Agreement, at the Collateral Agent's request, each Grantor (other than Holdings) shall deliver to the Collateral Agent copies or, if required by the Collateral Agent for the enforcement thereof or foreclosure thereon, originals of all documents held by such Grantor evidencing, and relating to, the agreements and transactions which gave rise to such Grantor's Accounts Receivable constituting Collateral,

including all statements relating to such Grantor's Accounts Receivable constituting Collateral and all orders, invoices and shipping receipts related thereto.

(d) So long as no Event of Default has occurred and is continuing, subject to each applicable Intercreditor Agreement, the Collateral Agent shall instruct the Collateral Account Bank to promptly remit any funds on deposit in each Grantor's (other than Holdings) Collateral Proceeds Account to such Grantor's General Fund Account or any other account designated by such Grantor. In the event that an Event of Default has occurred and is continuing, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred (and subject to each applicable Intercreditor Agreement), the Collateral Agent and the Grantors agree that the Collateral Agent, at its option may require that each Collateral Proceeds Account and the General Fund Account of each Grantor (other than Holdings) be established at the Collateral Agent or at another institution reasonably acceptable to the Collateral Agent. Each Grantor shall have the right, at any time and from time to time, to withdraw such of its own funds from its own General Fund Account, and to maintain such balances in its General Fund Account, as it shall deem to be necessary or desirable.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Collateral Agent in its own name or in the name of others, may at any time and from time to time after the occurrence and during the continuance of an Event of Default specified in Subsection 9.1(a) or 9.1(b) of the Credit Agreement, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred (and subject to each applicable Intercreditor Agreement), communicate with obligors under the Accounts Receivable constituting Collateral and parties to the Contracts (in each case, to the extent constituting Collateral) to verify with them to the Collateral Agent's satisfaction the existence, amount and terms of any Accounts Receivable or Contracts.

(b) Upon the request of the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default specified in Subsection 9.1(a) or 9.1(b) of the Credit Agreement, if the Discharge of ABL Obligations and the Discharge of Additional ABL Obligations has occurred (and subject to each applicable Intercreditor Agreement), each Grantor (other than Holdings) shall notify obligors on such Grantor's Accounts Receivable and parties to such Grantor's Contracts (in each case, to the extent constituting Collateral) that such Accounts Receivable and such Contracts have been assigned to the Collateral Agent, for the benefit of the Secured Parties, and that payments in respect thereof shall be made directly to the Collateral Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of such Grantor's Accounts Receivable to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. None of the Collateral Agent, the Administrative Agent or any other Secured Party shall have any obligation or liability under any Accounts Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any other Secured Party of any payment relating thereto, nor shall the Collateral Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Accounts Receivable (or any agreement giving rise thereto) to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any

party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given notice to the relevant Pledgor of the Collateral Agent's intent to exercise its corresponding rights pursuant to Subsection 6.3(b), each Pledgor shall be permitted to receive all cash dividends and distributions paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, and to exercise all voting and corporate rights with respect to the Pledged Stock.

(b) Subject to each applicable Intercreditor Agreement, if an Event of Default shall occur and be continuing and the Collateral Agent shall give written notice of its intent to exercise such rights to the relevant Pledgor or Pledgors (i) the Collateral Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Stock and make application thereof to the Obligations of the relevant Pledgor as provided in the Credit Agreement consistent with Subsection 6.5, and (ii) any or all of the Pledged Stock shall be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Stock at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange, subscription and any other rights, privileges or options pertaining to such Pledged Stock as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Pledged Stock upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by the relevant Pledgor or the Collateral Agent, of any right, privilege or option pertaining to such Pledged Stock, and in connection

therewith, the right to deposit and deliver any and all of the Pledged Stock with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may reasonably determine), all without liability to the maximum extent permitted by applicable law (other than for its gross negligence or willful misconduct) except to account for property actually received by it, but the Collateral Agent shall have no duty, to any Pledgor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing, provided that the Collateral Agent shall not exercise any voting or other consensual rights pertaining to the Pledged Stock in any way that would constitute an exercise of the remedies described in Subsection 6.6 other than in accordance with Subsection 6.6.

(c) Each Pledgor hereby authorizes and instructs each Issuer or maker of any Pledged Securities pledged by such Pledgor hereunder to, subject to each applicable Intercreditor Agreement, (i) comply with any instruction received by it from the Collateral Agent in writing with respect to Capital Stock in such Issuer that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Pledgor, and each Pledgor agrees that each Issuer or maker shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Collateral Agent.

6.4 Proceeds to Be Turned Over to the Collateral Agent. In addition to the rights of the Collateral Agent specified in Subsection 6.1 with respect to payments of Accounts Receivable constituting Collateral, subject to each applicable Intercreditor Agreement, if an Event of Default shall occur and be continuing, and the Collateral Agent shall have instructed any Grantor to do so, all Proceeds of Security Collateral received by such Grantor consisting of cash, checks and other Cash Equivalent items shall be held by such Grantor in trust for the Collateral Agent and the other Secured Parties hereto, the Senior ABL Agent and the other ABL Secured Parties, the Senior Cash Flow Agent and the other Cash Flow Secured Parties, the Senior Secured Note Collateral Agent and the other Senior Secured Notes Secured Parties, any Additional Agent and the other applicable Additional Secured Parties (as defined in the applicable Intercreditor Agreement), and the applicable Collateral Representative, in each case to the extent applicable, in accordance with the terms of each applicable Intercreditor Agreement, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable (or their respective agents appointed for purposes of perfection), in accordance with the terms of the applicable Intercreditor Agreement, in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, the Senior ABL Agent, the Senior Cash Flow Agent, the Senior Secured Note Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with the terms of the applicable Intercreditor Agreement, if required). All Proceeds of Security Collateral received by the Collateral Agent hereunder shall be held by the Collateral Agent in the relevant Collateral Proceeds Account maintained under its sole dominion and control, subject to each applicable Intercreditor Agreement. All Proceeds of Security Collateral while held by the Collateral Agent in such Collateral Proceeds Account (or by the relevant Grantor in trust for the Collateral Agent and the other Secured Parties) shall continue to be held as collateral security for all the Obligations of such Grantor and shall not constitute payment thereof until applied as provided in Subsection 6.5 and each applicable Intercreditor Agreement.

6.5 Application of Proceeds. It is agreed that if an Event of Default shall occur and be continuing, any and all Proceeds of the relevant Granting Party's Security Collateral received by the Collateral Agent (whether from the relevant Granting Party or otherwise) shall be held by the Collateral Agent for the benefit of the Secured Parties as collateral security for the Obligations of the relevant Granting Party (whether matured or unmatured), and/or then or at any time thereafter may, in the sole discretion of the Collateral Agent, subject to each applicable Intercreditor Agreement, be applied by the Collateral Agent against the Obligations of the relevant Granting Party then due and owing in the order of priority set forth in Subsection 10.14 of the Credit Agreement.

6.6 Code and Other Remedies. Subject to each applicable Intercreditor Agreement, if an Event of Default shall occur and be continuing, the Collateral Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations to the extent permitted by applicable law, all rights and remedies of a secured party under the Code and under any other applicable law and in equity. Without limiting the generality of the foregoing, to the extent permitted by applicable law and subject to each applicable Intercreditor Agreement, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice

required by law referred to below) to or upon any Granting Party or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances, forthwith collect, receive, appropriate and realize upon the Security Collateral, or any part thereof, and/or may forthwith, subject to any existing reserved rights or licenses, sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Security Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. To the extent permitted by law and subject to each applicable Intercreditor Agreement, the Collateral Agent or any other Secured Party shall have the right, upon any such sale or sales, to purchase the whole or any part of the Security Collateral so sold, free of any right or equity of redemption in such Granting Party, which right or equity is hereby waived and released. Each Granting Party further agrees, at the Collateral Agent's request (subject to each applicable Intercreditor Agreement), to assemble the Security Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at such Granting Party's premises or elsewhere. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Subsection 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Security Collateral or in any way relating to the Security Collateral or the rights of the Collateral Agent and the other Secured Parties hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations of the relevant Granting Party then due and owing, in the order of priority specified in Subsection 6.5, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, including Section 9-615(a)(3) of the Code, need the Collateral Agent account for the surplus, if any, to such Granting Party. To the extent permitted by applicable law, (i) such Granting Party waives all claims, damages and demands it may acquire against the Collateral Agent or any other Secured Party arising out of the repossession, retention or sale of the Security Collateral, other than any such claims, damages and demands that may arise from the gross negligence or willful misconduct of any of the Collateral Agent or such other Secured Party, and (ii) if any notice of a proposed sale or other disposition of Security Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) Subject to each applicable Intercreditor Agreement, if the Collateral Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Subsection 6.6, and if in the reasonable opinion of the Collateral Agent it is necessary or reasonably advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Pledgor will use its reasonable best efforts to cause the Issuer thereof to (i) execute and deliver, and use its reasonable best efforts to cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the reasonable opinion of the Collateral Agent, necessary or advisable to register such Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its reasonable best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of not more than one year from the date of the first public

offering of such Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the reasonable opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Such Pledgor agrees to use its reasonable best efforts to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all states and the District of Columbia that the Collateral Agent shall reasonably designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) that will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Such Pledgor recognizes that the Collateral Agent may be unable to effect a public sale of any or all such Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Such Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, to the extent permitted by applicable law, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall not be under any obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Such Pledgor agrees to use its reasonable best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of such Pledged Stock pursuant to this Subsection 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Such Pledgor further agrees that a breach of any of the covenants contained in this Subsection 6.7 will cause irreparable injury to the Collateral Agent and the Lenders, that the Collateral Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Subsection 6.7 shall be specifically enforceable against such Pledgor, and to the extent permitted by applicable law, such Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants (except for a defense that no Event of Default has occurred or is continuing under the Credit Agreement).

6.8 Waiver; Deficiency. Each Granting Party shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Security Collateral are insufficient to pay in full, the Loans and, to the extent then due and owing, all other Obligations of such Granting Party and the reasonable fees and disbursements of any attorneys employed by the Collateral Agent or any other Secured Party to collect such deficiency.

SECTION 7

The Collateral Agent

7.1 Collateral Agent's Appointment as Attorney-in-Fact, etc.. (a) Each Granting Party hereby irrevocably constitutes and appoints the Collateral Agent and any authorized officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Granting Party and in the name of such Granting Party or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be reasonably necessary or desirable to accomplish the purposes of this Agreement to the extent permitted by applicable law, provided that the Collateral Agent agrees not to exercise such power except upon the occurrence and during the continuance of any Event of Default, and in accordance with and subject to each applicable Intercreditor Agreement. Without limiting the generality of the foregoing, at any time when an Event of Default has occurred and is continuing (in each case to the extent permitted by applicable law and subject to each applicable Intercreditor Agreement), (x) each Pledgor hereby gives the Collateral Agent the power and right, on behalf of such Pledgor, without notice or assent by such Pledgor, to execute, in connection with any sale provided for in Subsection 6.6 or 6.7, any endorsements, assessments or other instruments of conveyance or transfer with respect to such Pledgor's Pledged Collateral, and (y) each Grantor (other than Holdings) hereby gives the Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Accounts Receivable of such Grantor that constitutes Collateral or with respect to any other Collateral of such Grantor and file any claim or take any other action or institute any proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Accounts Receivable of such Grantor that constitutes Collateral or with respect to any other Collateral of such Grantor whenever payable;

(ii) in the case of any Copyright, Patent, or Trademark constituting Collateral of such Grantor, execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to such Grantor to evidence the Collateral Agent's and the Lenders' security interest in such Copyright, Patent, or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby consents to the non-exclusive royalty free use by the Collateral Agent of any Copyright, Patent or Trademark owned by such Grantor included in the Collateral for the purposes of disposing of any Collateral;

(iii) pay or discharge taxes and Liens, other than Liens permitted under this Agreement or the other Loan Documents, levied or placed on the Collateral of such Grantor, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof; and

(iv) (A) direct any party liable for any payment under any of the Collateral of such Grantor to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (B) ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral of such Grantor; (C) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral of such Grantor; (D) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral of such Grantor or any portion thereof and to enforce any other right in respect of any Collateral of such Grantor; (E) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral of such Grantor; (F) settle, compromise or adjust any such suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Collateral Agent may deem appropriate; (G) subject to any existing reserved rights or licenses, assign any Copyright, Patent or Trademark constituting Collateral of such Grantor (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and (H) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral of such Grantor as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral of such Grantor and the Collateral Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

(b) The reasonable expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Subsection 7.1 shall be payable by such Granting Party to the Collateral Agent on demand in accordance with the Credit Agreement.

(c) Each Granting Party hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable as to the relevant Granting Party until this Agreement is terminated as to such Granting Party, and the security interests in the Security Collateral of such Granting Party created hereby are released.

7.2 Duty of Collateral Agent. The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Security Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. None of the Collateral Agent or any other Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Security Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Security Collateral upon the request of any Granting Party or any other Person or, except as otherwise provided herein, to take any other action whatsoever with regard to the Security Collateral or any part thereof. The powers conferred on the Collateral Agent and the other Secured Parties

hereunder are solely to protect the Collateral Agent's and the other Secured Parties' interests in the Security Collateral and shall not impose any duty upon the Collateral Agent or any other Secured Party to exercise any such powers. The Collateral Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and to the maximum extent permitted by applicable law, neither they nor any of their officers, directors, employees or agents shall be responsible to any Granting Party for any act or failure to act hereunder, except as otherwise provided herein or for their own gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

7.3 Financing Statements. Pursuant to any applicable law, each Granting Party authorizes the Collateral Agent to file or record financing statements and other filing or recording documents or instruments with respect to such Granting Party's Security Collateral without the signature of such Granting Party in such form and in such filing offices as the Collateral Agent reasonably determines appropriate to perfect the security interests of the Collateral Agent under this Agreement. Each Granting Party authorizes the Collateral Agent to use any collateral description reasonably determined by the Collateral Agent, including the collateral description "all personal property" or "all assets" or words of similar meaning in any such financing statements, provided that any collateral description in any financing statement or other filing or recording document or instrument with respect to Holdings and/or Holdings' Pledged Collateral shall be limited to an accurate and precise description of Holdings' Pledged Collateral. The Collateral Agent agrees to use its commercially reasonable efforts to notify the relevant Granting Party of any financing or continuation statement filed by it, provided that any failure to give such notice shall not affect the validity or effectiveness of any such filing.

7.4 Authority of Collateral Agent. Each Granting Party acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement or any amendment, supplement or other modification of this Agreement shall, as between the Collateral Agent and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Granting Parties, the Collateral Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Granting Party shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

7.5 Collateral Agent as Bailee for the Grantors . In the event that at any time, any Capital Stock or Intercompany Notes owned by any Grantor and held by the Collateral Agent constitute Excluded Assets (including any such Capital Stock or Intercompany Notes constituting Pledged Securities at the time of delivery to the Collateral Agent that later become Excluded Assets), and for so long as they constitute Excluded Assets, any such Capital Stock or Intercompany Notes in the possession of the Collateral Agent, shall be held by the Collateral Agent solely as bailee and in trust for the applicable Grantor and such Pledged Securities will not be subject to Sections 3.1 and 3.2 hereof or any Lien or security interest created pursuant thereto. The Collateral Agent, at the request of the applicable Grantor, shall promptly deliver any Capital Stock or Intercompany Notes held by the Collateral Agent constituting Excluded Assets in

accordance with the terms of any applicable Intercreditor Agreement or to such Grantor, as applicable.

SECTION 8

Non-Lender Secured Parties

8.1 Rights to Collateral. (a) The Non-Lender Secured Parties shall not have any right whatsoever to do any of the following: (i) exercise any rights or remedies with respect to the Collateral (such term, as used in this Section 8, having the meaning assigned to it in the Credit Agreement) or to direct the Collateral Agent to do the same, including the right to (A) enforce any Liens or sell or otherwise foreclose on any portion of the Collateral, (B) request any action, institute any proceedings, exercise any voting rights, give any instructions, make any election, notify account debtors or make collections with respect to all or any portion of the Collateral or (C) release any Granting Party under this Agreement or release any Collateral from the Liens of any Security Document or consent to or otherwise approve any such release; (ii) demand, accept or obtain any Lien on any Collateral (except for Liens arising under, and subject to the terms of, this Agreement); (iii) vote in any Bankruptcy Case or similar proceeding in respect of Holdings, the Borrower or any of its Subsidiaries (any such proceeding, for purposes of this clause (a), a "Bankruptcy") with respect to, or take any other actions concerning the Collateral; (iv) receive any proceeds from any sale, transfer or other disposition of any of the Collateral (except in accordance with this Agreement); (v) oppose any sale, transfer or other disposition of the Collateral; (vi) object to any debtor-in-possession financing in any Bankruptcy which is provided by one or more Lenders among others (including on a priming basis under Section 364(d) of the Bankruptcy Code); (vii) object to the use of cash collateral in respect of the Collateral in any Bankruptcy; or (viii) seek, or object to the Lenders or Agents seeking on an equal and ratable basis, any adequate protection or relief from the automatic stay with respect to the Collateral in any Bankruptcy.

(b) Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement and the other Security Documents, agrees that in exercising rights and remedies with respect to the Collateral, the Collateral Agent and the Lenders, with the consent of the Collateral Agent, may enforce the provisions of the Security Documents and exercise remedies thereunder and under any other Loan Documents (or refrain from enforcing rights and exercising remedies), all in such order and in such manner as they may determine in the exercise of their sole business judgment. Such exercise and enforcement shall include the rights to collect, sell, dispose of or otherwise realize upon all or any part of the Collateral, to incur expenses in connection with such collection, sale, disposition or other realization and to exercise all the rights and remedies of a secured lender under the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction. The Non-Lender Secured Parties by their acceptance of the benefits of this Agreement and the other Security Documents hereby agree not to contest or otherwise challenge any such collection, sale, disposition or other realization of or upon all or any of the Collateral. Whether or not a Bankruptcy Case has been commenced, the Non-Lender Secured Parties shall be deemed to have consented to any sale or other disposition of any property, business or assets of Holdings, the Borrower or any of its Subsidiaries and the release of any or all of the Collateral from the Liens of any Security Document in connection therewith.

(c) Notwithstanding any provision of this Subsection 8.1, the Non-Lender Secured Parties shall be entitled subject to each applicable Intercreditor Agreement to file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleadings (A) in order to prevent any Person from seeking to foreclose on the Collateral or supersede the Non-Lender Secured Parties' claim thereto or (B) in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of the Non-Lender Secured Parties. Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement, agrees to be bound by and to comply with each applicable Intercreditor Agreement and authorizes the Collateral Agent to enter into the Intercreditor Agreements on its behalf.

(d) Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement, agrees that the Collateral Agent and the Lenders may deal with the Collateral, including any exchange, taking or release of Collateral, may change or increase the amount of the Borrower Obligations and/or the Guarantor Obligations, and may release any Granting Party from its Obligations hereunder, all without any liability or obligation (except as may be otherwise expressly provided herein) to the Non-Lender Secured Parties.

8.2 Appointment of Agent. Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement and the other Security Documents, shall be deemed irrevocably to make, constitute and appoint the Collateral Agent, as agent under the Credit Agreement (and all officers, employees or agents designated by the Collateral Agent) as such Person's true and lawful agent and attorney-in-fact, and in such capacity, the Collateral Agent shall have the right, with power of substitution for the Non-Lender Secured Parties and in each such Person's name or otherwise, to effectuate any sale, transfer or other disposition of the Collateral. It is understood and agreed that the appointment of the Collateral Agent as the agent

and attorney-in-fact of the Non-Lender Secured Parties for the purposes set forth herein is coupled with an interest and is irrevocable. It is understood and agreed that the Collateral Agent has appointed the Administrative Agent as its agent for purposes of perfecting certain of the security interests created hereunder and for otherwise carrying out certain of its obligations hereunder. Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement and the other Security Documents, agrees to be bound by the provisions of Subsections 10.4, 10.6 and 10.6 of the Credit Agreement as if it were a Lender.

8.3 Waiver of Claims. To the maximum extent permitted by law, each Non-Lender Secured Party waives any claim it might have against the Collateral Agent or the Lenders with respect to, or arising out of, any action or failure to act or any error of judgment, negligence, or mistake or oversight whatsoever on the part of the Collateral Agent or the Lenders or their respective directors, officers, employees or agents with respect to any exercise of rights or remedies under the Loan Documents or any transaction relating to the Collateral (including any such exercise described in Subsection 8.1(b)), except for any such action or failure to act that constitutes willful misconduct or gross negligence of such Person. To the maximum extent permitted by applicable law, none of the Collateral Agent or any Lender or any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Holdings, any Subsidiary of Holdings, any Non-Lender Secured Party or any other Person or to take any other action or

forbear from doing so whatsoever with regard to the Collateral or any part thereof, except for any such action or failure to act that constitutes willful misconduct or gross negligence of such Person.

8.4 Designation of Non-Lender Secured Parties. The Borrower may from time to time designate a Person as a "Bank Products Provider," a "Hedging Provider" or a "Management Credit Provider" hereunder by written notice to the Collateral Agent. Upon being so designated by the Borrower, such Bank Products Provider, Hedging Provider or Management Credit Provider (as the case may be) shall be a Non-Lender Secured Party for the purposes of this Agreement for as long as so designated by the Borrower; provided that, at the time of the Borrower's designation of such Non-Lender Secured Party, the obligations of the relevant Grantor under the applicable Hedging Agreement, Bank Products Agreement or Management Guarantee (as the case may be) have not been designated as ABL Obligations, Additional ABL Obligations, Cash Flow Obligations or Additional Cash Flow Obligations (other than the Additional Cash Flow Obligations in respect of the Credit Agreement).

SECTION 9

Miscellaneous

9.1 Amendments in Writing. None of the terms or provisions of this Agreement may be amended, supplemented, waived or otherwise modified except by a written instrument executed by each affected Granting Party and the Collateral Agent, provided that (a) any provision of this Agreement imposing obligations on any Granting Party may be waived by the Collateral Agent in a written instrument executed by the Collateral Agent and (b) if separately agreed in writing between the Borrower and any Non-Lender Secured Party (and such Non-Lender Secured Party has been designated in writing by the Borrower to the Collateral Agent for purposes of this sentence, for so long as so designated), no such amendment, supplement, waiver or modification shall amend, modify or waive Subsection 6.5 (or the definition of "Non-Lender Secured Party" or "Secured Party" to the extent relating thereto) if such amendment, supplement, waiver or modification would directly and adversely affect a Non-Lender Secured Party without the written consent of such affected Non-Lender Secured Party. For the avoidance of doubt, it is understood and agreed that any amendment, restatement, supplement, waiver or other modification of or to any Intercreditor Agreement that would have the effect, directly or indirectly, through any reference herein to any Intercreditor Agreement or otherwise, of amending, supplementing waiving or otherwise modifying this Agreement, or any term or provision hereof, or any right or obligation of any Granting Party hereunder or in respect hereof, shall not be given such effect except pursuant to a written instrument executed by each affected Granting Party and the Collateral Agent in accordance with this Subsection 9.1.

9.2 Notices. All notices, requests and demands to or upon the Administrative Agent, the Collateral Agent or any Granting Party hereunder shall be effected in the manner provided for in Subsection 11.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1, unless and until such Guarantor shall change such address by notice to the Collateral Agent and the Administrative Agent given in accordance with Subsection 11.2 of the Credit Agreement.

9.3 No Waiver by Course of Conduct; Cumulative Remedies. None of the Collateral Agent or any other Secured Party shall by any act (except by a written instrument pursuant to Subsection 9.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Collateral Agent or such other Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

9.4 Enforcement Expenses; Indemnification. (a) Each Guarantor jointly and severally agrees to pay or reimburse each Secured Party and the Collateral Agent for all their respective reasonable costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement against such Guarantor and the other Loan Documents to which such Guarantor is a party, including the reasonable fees and disbursements of counsel to the Collateral Agent and the Administrative Agent, in each case, to the extent the Borrower would be required to do so pursuant to Subsection 11.5 of the Credit Agreement.

(b) Each Grantor jointly and severally agrees to pay, and to save the Collateral Agent, the Administrative Agent and the other Secured Parties harmless from, (x) any and all

liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Security Collateral or in connection with any of the transactions contemplated by this Agreement and (y) any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement (collectively, the "indemnified liabilities"), in each case to the extent the Borrower would be required to do so pursuant to Subsection 11.5 of the Credit Agreement, and in any event excluding any taxes or other indemnified liabilities arising from gross negligence, bad faith or willful misconduct of the Collateral Agent, the Administrative Agent or any other Secured Party as determined by a court of competent jurisdiction in a final and nonappealable decision.

(c) The agreements in this Subsection 9.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

9.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Granting Parties, the Collateral Agent and the Secured Parties and their respective successors and assigns permitted by the Credit Agreement.

9.6 Set-Off. Each Guarantor (other than Holdings) hereby irrevocably authorizes each of the Administrative Agent and the Collateral Agent and each other Secured

Party at any time and from time to time without notice to such Guarantor or any other Granting Party, any such notice being expressly waived by each Granting Party, to the extent permitted by applicable law, upon the occurrence and during the continuance of an Event of Default under Subsection 9.1(a) or 9.1(b) of the Credit Agreement so long as any amount remains unpaid after it becomes due and payable by such Guarantor hereunder, to set-off and appropriate and apply against any such amount any and all deposits (general or special, time or demand, provisional or final) (other than the Collateral Proceeds Account), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Collateral Agent, the Administrative Agent or such other Secured Party to or for the credit or the account of such Guarantor, or any part thereof in such amounts as the Collateral Agent, the Administrative Agent or such other Secured Party may elect. The Collateral Agent, the Administrative Agent and each other Secured Party shall notify such Guarantor promptly of any such set-off and the application made by the Collateral Agent, the Administrative Agent or such other Secured Party of the proceeds thereof; provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Collateral Agent, the Administrative Agent and each other Secured Party under this Subsection 9.6 are in addition to other rights and remedies (including other rights of set-off) which the Collateral Agent, the Administrative Agent or such other Secured Party may have.

9.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words “execution”, “signed”, “signature” and words of like import in this Agreement or in any amendment or other modification hereof

(including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

9.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; provided that, with respect to any Pledged Stock issued by a Foreign Subsidiary, all rights, powers and remedies provided in this Agreement may be exercised only to the extent that they do not violate any provision of any law, rule or regulation of any Governmental Authority applicable to any such Pledged Stock or affecting the legality, validity or enforceability of any of the provisions of this Agreement against the Pledgor (such laws, rules or regulations, “Applicable Law”) and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any Applicable Law.

9.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

9.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Granting Parties, the Collateral Agent and the other Secured Parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Granting Parties, the Collateral Agent or any other Secured Party relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

9.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

9.12 Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party to the exclusive general jurisdiction of the Supreme Court of the State of New York for the County of New York located in the Borough of Manhattan (the "New York Supreme Court"), and the United States District Court for the Southern District of New York located in the Borough of Manhattan (the "Federal District Court" and, together with the New York Supreme Court, the "New York Courts") and appellate courts from either of them; provided that nothing in this Agreement shall be deemed or operate to preclude (i) the Collateral Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations (in which case any party shall be entitled to assert any claim or defense, including any claim or defense that this Subsection 9.12 would otherwise require to be asserted in a legal action or proceeding in a New York Court), or to enforce a judgment or other court order in favor of the Administrative Agent or the Collateral Agent, (ii) any party from bringing any legal action or proceeding in any jurisdiction for the recognition and enforcement of any judgment, (iii) if all such New York Courts decline jurisdiction over any Person, or decline (or in the case of the Federal District Court, lack) jurisdiction over any subject matter of such action or proceeding, a legal action or proceeding may be brought with respect thereto in another court having jurisdiction and (iv) in the event a legal action or proceeding is brought against any party hereto or involving any of its assets or property in another court (without any collusive assistance by such party or any of its Subsidiaries or Affiliates), such party from asserting a claim or defense (including any claim or defense that this Subsection 9.12(a) would otherwise require to be asserted in a legal proceeding in a New York Court) in any such action or proceeding;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to any party at its address referred to in Subsection 9.2 or at such other address of which the Collateral Agent and the Administrative Agent (in the case of any other party hereto) and the Borrower (in the case of the Collateral Agent and the Administrative Agent) shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or (subject to clause (a) above) shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Subsection 9.12 any consequential or punitive damages.

9.13 Acknowledgments. Each Guarantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) none of the Collateral Agent, the Administrative Agent or any other Secured Party has any fiduciary relationship with or duty to any Guarantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Guarantors, on the one hand, and the Collateral Agent, the Administrative Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Guarantors and the Secured Parties.

9.14 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

9.15 Additional Granting Parties. Each new Domestic Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Subsection 7.9(b) of the Credit Agreement shall become a Granting Party for all purposes of this Agreement upon execution and delivery by such Domestic Subsidiary of an Assumption Agreement substantially in the form of Annex 2 hereto. Each existing Granting Party that is required to become a Pledgor with respect to Capital Stock of any new Subsidiary of the Borrower pursuant to Subsection 7.9(b) or (c)(i) of the Credit Agreement shall become a Pledgor with respect thereto upon

execution and delivery by such Granting Party of a Supplemental Agreement substantially in the form of Annex 3 hereto.

9.16 Releases. (a) At such time as the Loans and the other Obligations (other than any Obligations owing to a Non-Lender Secured Party) then due and owing shall have been paid in full and the Commitments have been terminated, all Security Collateral shall be automatically released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent, the Administrative Agent and each Granting Party hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Security Collateral shall revert to the Granting Parties. At the request and sole expense of any Granting Party following any such termination, the Collateral Agent and the Administrative Agent shall deliver to such Granting Party (subject to Subsection 7.2, without recourse and without representation or warranty) any Security Collateral held by the Collateral Agent hereunder, and execute, acknowledge and deliver to such Granting Party such releases, instruments or other documents (including UCC termination statements), and do or cause to be done all other acts, as any Granting Party shall reasonably request to evidence such termination.

(b) Upon any sale or other disposition of Security Collateral permitted by the Credit Agreement (other than any sale or disposition to another Grantor (other than Holdings)), any such transaction or occurrence as a result of which a release of Security Collateral shall be required pursuant to the terms of any intercreditor agreement (including the Base Intercreditor Agreement, any Junior Lien Intercreditor Agreement and any Other Intercreditor Agreement) or (so long as any Cash Flow Collateral Obligations are outstanding) any Security Collateral is (or, substantially concurrently with the release of such Security Collateral or if as a result of the release of such Security Collateral, will be) released under any Cash Flow Collateral Obligations (other than a release in connection with a discharge of all of the Cash Flow Collateral Obligations (other than the Term Loan Facility Obligations), the Lien pursuant to this Agreement on such Security Collateral shall be automatically released. In connection with a sale or other disposition of all the Capital Stock of any Granting Party (other than the Borrower or Holdings and other than any sale or disposition to another Grantor (other than Holdings)), any other transaction or occurrence as a result of which any Granting Party ceases to be a Restricted Subsidiary that is a Wholly Owned Domestic Subsidiary of the Borrower, any other transaction or occurrence as a result of which a release of any Granting Party shall be required pursuant to the terms of any intercreditor agreement (including the Base Intercreditor Agreement, any Junior Lien Intercreditor Agreement and any Other Intercreditor Agreement), any Granting Party being (or, substantially concurrently with the release of such Granting Party or if as a result of the release of such Granting Party, will be) released under the Senior Cash Flow Facility (other than a release in connection with a discharge of the Senior Cash Flow Facility), a sale or other disposition of Security Collateral (other than a sale or disposition to another Grantor (other than Holdings)) permitted under the Credit Agreement, any transaction or occurrence as a result of which a release of Security Collateral shall be required pursuant to the terms of any intercreditor agreement (including the Base Intercreditor Agreement, any Junior Lien Intercreditor Agreement and any Other Intercreditor Agreement) or (so long as any Cash Flow Collateral Obligations are outstanding) any Security Collateral being (or, substantially concurrently with the release of such Security Collateral or if as a result of the release of such Security Collateral, will be) released under any Cash Flow Collateral Obligations (other than a release in connection with a discharge of all of the Cash Flow Collateral Obligations (other than the Term Loan Facility Obligations),

the Administrative Agent and the Collateral Agent shall, upon receipt from the Borrower of a written request for the release of such Granting Party from its Guarantee or the release of the Security Collateral subject to such sale, disposition or other transaction, identifying such Granting Party or the relevant Security Collateral, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents, execute and deliver to the Borrower or the relevant Granting Party (subject to Subsection 7.2, without recourse and without representation or warranty), at the sole cost and expense of such Granting Party, any Security Collateral of such relevant Granting Party held by the Collateral Agent, or the Security Collateral subject to such sale or disposition (as applicable), and, at the sole cost and expense of such Granting Party, execute, acknowledge and deliver to such Granting Party such releases, instruments or other documents (including UCC termination statements), and do or cause to be done all other acts, as the Borrower or such Granting Party shall reasonably request (x) to evidence or effect the release of such Granting Party from its Guarantee (if any) and of the Liens created hereby (if any) on such Granting Party's Security Collateral or (y) to evidence the release of the Security Collateral subject to such sale or disposition.

(c) Upon any transaction or occurrence as a result of which any Granting Party (other than the Borrower or Holdings) ceases to be a Restricted Subsidiary that is a Wholly Owned Domestic Subsidiary of the Borrower that is permitted under the Credit Agreement, any such transaction or occurrence as a result of which a release of such Granting Party shall be required pursuant to the terms of any intercreditor agreement (including the Base Intercreditor Agreement, any Junior Lien Intercreditor Agreement and any Other Intercreditor Agreement) or any such Granting Party is (or, substantially concurrently with the release of such Granting Party or if as a result of the release of such Granting Party, will be) released under the Senior Cash Flow Facility (other than a release in connection with a discharge of the Senior Cash Flow Facility), the Lien pursuant to this Agreement on all Security Collateral of such Granting Party (if any) shall be automatically released, and the Guarantee (if any) of such Granting Party, and all obligations of such Granting Party hereunder, shall terminate, all without delivery of any instrument or performance of any act by any party, and the Administrative Agent and the Collateral Agent shall, upon the request of the Borrower or such Granting Party, deliver to the Borrower or such Granting Party (subject to Subsection 7.2, without recourse and without representation or warranty) any Security Collateral of such Granting Party held by the Collateral Agent hereunder and the Collateral Agent and the Administrative Agent shall execute, acknowledge and deliver to the Borrower or such Granting Party (at the sole cost and expense of the Borrower or such Granting Party) all releases, instruments or other documents (including UCC termination statements), and do or cause to be done all other acts, necessary or reasonably desirable for the release of such Granting Party from its Guarantee (if any) or the Liens created hereby (if any) on such Granting Party's Security Collateral, as applicable, as the Borrower or such Granting Party may reasonably request. In addition, the Borrower will have the right, upon 10 days' notice to the Collateral Agent (or such shorter period as agreed to by the Collateral Agent), to cause (x) if any Subsidiary Guarantor has not guaranteed payment by the Borrower or another Subsidiary Guarantor of any Indebtedness of the Borrower or such other Subsidiary Guarantor under the Senior Credit Facilities (other than as a result of a discharge of all of the Obligations under the Senior Credit Facilities), such Subsidiary Guarantor to be unconditionally released from all obligations under its Subsidiary Guarantee, and such Subsidiary Guarantee shall thereupon terminate and be discharged and of no further force or effect, or (y) if Holdings

has not guaranteed payment by the Company of any Indebtedness of the Company under the Senior Cash Flow Facility (other than as a result of a discharge of all of the Obligations under the Senior Cash Flow Facility), Holdings to be unconditionally released from all obligations under the Parent Guarantee, and the Parent Guarantee shall thereupon terminate and be discharged and of no further force or effect.

(d) Upon (i) any Security Collateral being or becoming an Excluded Asset or (ii) any other release of Security Collateral approved, authorized or ratified by the Lenders pursuant to Subsection 10.8(b)(A)(iv) of the Credit Agreement, the Lien pursuant to this Agreement on such Security Collateral shall be automatically released. At the request and sole expense of any Granting Party, the Collateral Agent shall deliver such Security Collateral (if held by the Collateral Agent) to such Granting Party and the Collateral Agent and the Administrative Agent shall execute, acknowledge and deliver to such Granting Party such releases, instruments or other documents (including UCC termination statements), and do or cause to be done all other acts, as such Granting Party shall reasonably request to evidence such release.

(e) Notwithstanding any other provision of this Agreement or any other Loan Document, Holdings shall have the right to transfer all of the Capital Stock of the Borrower held by it (including, for the avoidance of doubt, any such transfer in connection with any change in the Borrower's legal structure to a corporation, limited liability company or other entity) to any Parent Entity or any Subsidiary of any Parent Entity (a "Successor Holding Company") that (i) is a Person organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and (ii) assumes all of the obligations of Holdings under this

Agreement and the other Loan Documents to which Holdings is a party by executing and delivering to the Administrative Agent and the Collateral Agent a joinder substantially in the form of Annex 4 hereto, or one or more other documents or instruments, together with a financing statement in appropriate form for filing under the Uniform Commercial Code of the relevant jurisdiction, in form and substance reasonably satisfactory to the Collateral Agent, upon which (x) such Successor Holding Company will succeed to, and be substituted for, and may exercise every right and power of Holdings under this Agreement and the other Loan Documents, and shall thereafter be deemed to be "Holdings" for purposes of this Agreement and the other Loan Documents, (y) Holdings, as predecessor to any Successor Holding Company ("Predecessor Holding Company"), shall be irrevocably and unconditionally released from its Guarantee and all other obligations hereunder and under the other Loan Documents, and (z) the Lien pursuant to this Agreement on all Security Collateral of such Predecessor Holding Company, and any Lien pursuant to any other Loan Document on any other property or assets of such Predecessor Holding Company, shall be automatically released (it being understood that such transfer of Capital Stock of the Borrower to and assumption of rights and obligations of Holdings by such Successor Holding Company shall not constitute a Change of Control). At the request and the sole expense of any Predecessor Holding Company or the Borrower, the Collateral Agent shall deliver to such Predecessor Holding Company any Security Collateral and other property or assets of such Predecessor Holding Company held by the Collateral Agent that is not required to be pledged under this Agreement or any other Loan Document by such Successor Holding Company (including the Capital Stock of the Borrower) and the Collateral Agent and the Administrative Agent shall execute, acknowledge and deliver to such Predecessor Holding Company (subject to Subsection 7.2, without recourse and without representation or warranty) such releases, instruments or other documents (including UCC termination

statements), and do or cause to be done all other acts, as such Predecessor Holding Company or the Borrower shall reasonably request to evidence or effect the release of such Predecessor Holding Company from its Guarantee and other obligations hereunder and under the other Loan Documents, and the release of the Liens created hereby on such Predecessor Holding Company's Security Collateral (other than the Capital Stock of the Borrower) and by any other Loan Document on any other property or assets of such Predecessor Holding Company.

(f) So long as no Event of Default has occurred and is continuing, the Collateral Agent and the Administrative Agent shall at the direction of any applicable Granting Party return to such Granting Party any proceeds or other property received by it during any Event of Default pursuant to either Subsection 5.3.1 or 6.4 and not otherwise applied in accordance with Subsection 6.5.

(g) The Collateral Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Security Collateral by it in accordance with (or which the Collateral Agent in good faith believes to be in accordance with) this Subsection 9.16.

(h) Upon the listing of the Capital Stock of the Borrower on a nationally recognized stock exchange in the U.S. (whether through a Qualified IPO or otherwise), the Lien pursuant to this Agreement on all of the shares of Capital Stock of the Borrower, as well as any other shares, stock certificates, options or rights of any nature whatsoever in respect of the capital stock of the Borrower, owned by Holdings shall be automatically released, and the Guarantee of Holdings, and all obligations of Holdings hereunder shall terminate, all without delivery of any

instrument or performance of any act by any party, and the Administrative Agent and the Collateral Agent shall, upon the request of the Borrower or Holdings, deliver to the Borrower, or Holdings (subject to Subsection 7.2, without recourse and without representation or warranty) any Pledged Stock of Holdings held by the Collateral Agent hereunder and the Collateral Agent and the Administrative Agent shall execute, acknowledge and deliver to the Borrower or Holdings (at the sole cost and expense of the Borrower or Holdings) all releases, instruments or other documents (including UCC termination statements), and do or cause to be done all other acts, necessary or reasonably desirable for the release of Holdings from its Guarantee (if any) or the Liens created hereby (if any) on Holdings' Pledged Stock, as applicable, as the Borrower or Holdings may reasonably request.

9.17 Judgment. (a) If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in one currency into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent or the Collateral Agent could purchase the first currency with such other currency on the Business Day preceding the day on which final judgment is given.

(b) The obligations of any Guarantor in respect of this Agreement to the Administrative Agent and the Collateral Agent, for the benefit of each holder of Obligations, shall, notwithstanding any judgment in a currency (the "judgment currency") other than the currency in which the sum originally due to such holder is denominated (the "original currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent and the Collateral Agent of any sum adjudged to be so due in the judgment

currency, the Administrative Agent and the Collateral Agent may in accordance with normal banking procedures purchase the original currency with the judgment currency; if the amount of the original currency so purchased is less than the sum originally due to such holder in the original currency, such Guarantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent and the Collateral Agent for the benefit of such holder, against such loss, and if the amount of the original currency so purchased exceeds the sum originally due to the Administrative Agent and the Collateral Agent, the Administrative Agent and the Collateral Agent agree to remit to the Borrower, such excess. This covenant shall survive the termination of this Agreement and payment of the Obligations and all other amounts payable hereunder.

9.18 Transfer Tax Acknowledgment. Each party hereto acknowledges that the shares delivered hereunder are being transferred to and deposited with the Collateral Agent (or other Person in accordance with any applicable Intercreditor Agreement) as security for the Obligations and that this Subsection 9.18 is intended to be the certificate of exemption from New York stock transfer taxes for the purposes of complying with Section 270.5(b) of the Tax Law of the State of New York.

[Remainder of page left blank intentionally; Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the date first written above.

BORROWER:

CORNERSTONE BUILDING BRANDS, INC.
INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

HOLDINGS:

CAMELOT RETURN INTERMEDIATE HOLDINGS, LLC

By: /s/ Tyler Young
Name: Tyler Young
Title: Vice President

GUARANTORS:

ALENCO BUILDING PRODUCTS MANAGEMENT, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO EXTRUSION GA, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO EXTRUSION MANAGEMENT, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO HOLDING CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO INTERESTS, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO TRANS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALENCO WINDOW GA, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ALUMINUM SCRAP RECYCLE, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

AMERICAN SCREEN MANUFACTURERS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ATRIUM CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ATRIUM EXTRUSION SYSTEMS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ATRIUM INTERMEDIATE HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ATRIUM PARENT, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ATRIUM WINDOWS AND DOORS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

AWC ARIZONA, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

AWC HOLDING COMPANY

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

BRIDEN ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

BROCKMEYER ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CAMELOT RETURN FINCO SUB, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CANYON ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CASCADE WINDOWS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CENTRIA
By: NCI Group, Inc., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

By: Robertson-Ceco II Corporation, its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CENTRIA, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CENTRIA SERVICES GROUP, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

CHAMPION WINDOW, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ENVIRONMENTAL MATERIALS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ENVIRONMENTAL MATERIALS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ENVIRONMENTAL MATERIALS L.P.

By: Environmental Materials, Inc., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ENVIRONMENTAL STONEWORKS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ENVIRONMENTAL STUCCO LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

FOUNDATION LABS BY PLY GEM, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

GLAZING INDUSTRIES MANAGEMENT, L.L.C.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

GREAT LAKES WINDOW, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

KLEARY MASONRY, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

KROY BUILDING PRODUCTS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

KWPI HOLDINGS CORP.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

MASTIC HOME EXTERIORS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

MW MANUFACTURERS INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

MWM HOLDING, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

NAPCO, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

NCI GROUP, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

NEW ALENCO EXTRUSION, LTD.

By: Alenco Extrusion Management, L.L.C., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

NEW ALENCO WINDOW, LTD.

By: Alenco Building Products Management, L.L.C., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

NEW GLAZING INDUSTRIES, LTD.

By: Glazing Industries Management, L.L.C., its general partner

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

PLY GEM HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

PLY GEM INDUSTRIES, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

PLY GEM PACIFIC WINDOWS CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

PLY GEM SPECIALTY PRODUCTS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

PRIME WINDOW SYSTEMS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

REEDS METALS OF ALABAMA, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

REEDS METALS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ROBERTSON-CECO II CORPORATION

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SCHUYLKILL STONE, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SILVER LINE BUILDING PRODUCTS LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SIMEX, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SIMONTON BUILDING PRODUCTS LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SIMONTON INDUSTRIES, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SIMONTON WINDOWS & DOORS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

SIMONTON WINDOWS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

ST. CROIX ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

STEELBUILDING.COM, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

TALUS SYSTEMS, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

THERMAL INDUSTRIES, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

UCC INTERMEDIATE HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

UNION CORRUGATING COMPANY

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

UNION CORRUGATING COMPANY HOLDINGS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

VAN WELL ACQUISITION, LLC

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

VARIFORM, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

WINDOW PRODUCTS, INC.

By: /s/ Jeffrey S. Lee
Name: Jeffrey S. Lee
Title: Executive Vice President and Chief Financial Officer

Acknowledged and Agreed to as of the date hereof by:

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent and Administrative Agent

By: /s/ Jessica Lutrario
Name: Jessica Lutrario
Title: Associate

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Vice President

ANNEX 1

ACKNOWLEDGEMENT AND CONSENT*

The undersigned hereby acknowledges receipt of a copy of the Term Loan Guarantee and Collateral Agreement, dated as of July 25, 2022 (the "Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Agreement or the Credit Agreement referred to therein, as the case may be), made by and among CORNERSTONE BUILDING BRANDS, INC. and the other Granting Parties party thereto in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent and Administrative Agent. The undersigned agrees for the benefit of the Collateral Agent, the Administrative Agent and the Lenders as follows:

The undersigned will be bound by the terms of the Agreement applicable to it as an Issuer (as defined in the Agreement) and will comply with such terms insofar as such terms are applicable to the undersigned as an Issuer.

The undersigned will notify the Collateral Agent promptly in writing of the occurrence of any of the events described in Subsection 5.3.1 of the Agreement.

The terms of Subsections 6.3(c) and 6.7 of the Agreement shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Subsection 6.3(c) or 6.7 of the Agreement.

[NAME OF ISSUER]

By:_____
Name: [_____]
Title: [_____]

Address for Notices:

[_____]

*This consent is necessary only with respect to any Issuer that is not also a Granting Party.

ANNEX 2

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of [_____ __], 20[_], made by [_____], a [_____] corporation ([each an][the] "Additional Granting Party"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, the "Collateral Agent") and as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions from time to time parties to the Credit Agreement referred to below and the other Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement, or if not defined therein, in the Credit Agreement.

W I T N E S S E T H :

WHEREAS, CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (together with its successors and assigns, the "Borrower"), the several banks and other financial institutions from time to time party thereto (the "Lenders"), the Administrative Agent, the Collateral Agent and the other parties party thereto are parties to a Term Loan Credit Agreement, dated as of July 25, 2022 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain of the Borrower's Domestic Subsidiaries are, or are to become, parties to the Term Loan Guarantee and Collateral Agreement, dated as of July 25, 2022 (as amended, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent and the Collateral Agent, for the benefit of the Secured Parties;

WHEREAS, [the][each] Additional Granting Party is a member of an affiliated group of companies that includes the Borrower and each other Granting Party; the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Granting Parties (including such Additional Granting Party) in connection with the operation of their respective businesses; and the Borrower and the other Granting Parties (including such Additional Granting Party) are engaged in related businesses, and each such Granting Party (including [each] such Additional Granting Party) will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, the Credit Agreement requires [the][each] Additional Granting Party to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, [the][each] Additional Granting Party has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, [the][each] Additional Granting Party, as provided in Subsection 9.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Granting Party thereunder with the same force and effect as if originally named therein as a [Guarantor] [, Grantor and Pledgor] [and Grantor] [and Pledgor][2] and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a [Guarantor] [, Grantor and Pledgor] [and Grantor] [and Pledgor][3] thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules [_____] to the Guarantee and Collateral Agreement, and such Schedules are hereby amended and modified to include such information. [The][Each] Additional Granting Party hereby represents and warrants that each of the representations and warranties of such Additional Granting Party, in its capacities as a Guarantor [, Grantor and Pledgor] [and Grantor] [and Pledgor],[4] contained in Section 4 of the Guarantee and Collateral Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date. Each Additional Granting Party hereby grants, as and to the same extent as provided in the Guarantee and Collateral Agreement, to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the [Collateral (as such term is defined in Subsection 3.1 of the Guarantee and Collateral Agreement) of such Additional Granting Party] [and] [the Pledged Collateral (as such term is defined in the Guarantee and Collateral Agreement) of such Additional Granting Party, except as provided in Subsection 3.3 of the Guarantee and Collateral Agreement].

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[2]Indicate the capacities in which the Additional Granting Party is becoming a Grantor.
[3] Indicate the capacities in which the Additional Granting Party is becoming a Grantor.
[4]Indicate the capacities in which the Additional Granting Party is becoming a Grantor.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTING PARTY]

By:_____
Name:
Title:

Acknowledged and Agreed to as of the date hereof by:

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent and Administrative Agent

By:_____
Name:
Title:

ANNEX 3

SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL AGREEMENT, dated as of [_____ __], 20[_], made by [_____], a [_____] corporation (the "Additional Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, the "Collateral Agent") and as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions from time to time parties to the Credit Agreement referred to below and the other Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement, or if not defined therein, in the Credit Agreement.

W I T N E S S E T H :

WHEREAS, CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (together with its successors and assigns, the "Borrower"), the several banks and other financial institutions from time to time party thereto (the "Lenders"), the Administrative Agent, the Collateral Agent and the other parties party thereto are parties to a Term Loan Credit Agreement, dated as of July 25, 2022 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain of the Borrower's Domestic Subsidiaries are, or are to become, parties to the Term Loan Guarantee and Collateral Agreement, dated as of July 25, 2022 (as amended, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent and the Collateral Agent, for the benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Pledgor to become a Pledgor under the Guarantee and Collateral Agreement with respect to Capital Stock of certain new Subsidiaries of the Additional Pledgor; and

WHEREAS, the Additional Pledgor has agreed to execute and deliver this Supplemental Agreement in order to become such a Pledgor under the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Supplemental Agreement, the Additional Pledgor, as provided in Subsection 9.15 of the Guarantee and Collateral Agreement, hereby becomes a Pledgor under the Guarantee and Collateral Agreement with respect to the shares of Capital Stock of the Subsidiary of the Additional Pledgor listed in Annex 1 hereto and will be bound by all terms, conditions and duties applicable to a Pledgor under the Guarantee and Collateral Agreement, as a Pledgor thereunder. The information set forth in Annex 1 hereto is hereby added to the information set forth in Schedule 2 to the Guarantee and Collateral Agreement, and such Schedule 2 is hereby amended and modified to include such information. The Additional Pledgor hereby represents and warrants that each of the representations and warranties of such Additional Pledgor, in its capacity as a Pledgor,

contained in Subsection 4.3 of the Guarantee and Collateral Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Supplemental Agreement) as if made on and as of such date. The Additional Pledgor hereby undertakes each of the covenants, in its capacity as a Pledgor, contained in Subsection 5.3 of the Guarantee and Collateral Agreement. The Additional Pledgor hereby grants, as and to the same extent as provided in the Guarantee and Collateral Agreement, to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Pledged Collateral of such Additional Pledgor now owned or at any time hereafter acquired by such Pledgor, and any Proceeds thereof, except as provided in Subsection 3.3 of the Guarantee and Collateral Agreement. The Additional Pledgor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplemental Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

2. GOVERNING LAW. THIS SUPPLEMENTAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL PLEDGOR]

By:_____
Name:
Title:

Acknowledged and Agreed to as of the date hereof by:

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent and Administrative Agent

By:_____
Name:
Title:

ANNEX 4

JOINDER AND RELEASE

JOINDER AND RELEASE, dated as of [_____ __], [____] (this "Joinder") by and among [ ] ("Assignor"), [_____] ("Assignee") and DEUTSCHE BANK AG NEW YORK BRANCH as collateral agent (in such capacity, the "Collateral Agent") and as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement referred to below and for the other Secured Parties (as defined below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Term Loan Guarantee and Collateral Agreement referred to below.

W I T N E S S E T H:

WHEREAS, CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (together with its successors and assigns, the "Borrower"), the several banks and other financial institutions from time to time party thereto (the "Lenders"), the Administrative Agent, the Collateral Agent and the other parties party thereto are parties to a Term Loan Credit Agreement, dated as of July 25, 2022 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Assignor (as the owner of Capital Stock of the Borrower) entered into the Term Loan Guarantee and Collateral Agreement, dated as of July 25, 2022 (the "Guarantee and Collateral Agreement"), by and among Assignor, the Borrower, certain of the Borrower's Domestic Subsidiaries, the Administrative Agent and the Collateral Agent, pursuant to which, among other things, Assignor agreed to jointly and severally, unconditionally and irrevocably, guarantee all of the obligations of the Borrower under the Credit Agreement and grant security interests in and pledge the Pledged Collateral, in favor of the Collateral Agent, for the benefit of the Secured Parties;

WHEREAS, Assignee is acquiring from Assignor all of the Capital Stock of the Borrower owned by Assignor;

WHEREAS, in connection therewith, Subsection 9.16(e) of the Guarantee and Collateral Agreement requires Assignee to assume all of the obligations of Assignor under the Guarantee and Collateral Agreement and the other Loan Documents to which Assignor is a party; and

WHEREAS, upon the assumption of Assignor's obligations by Assignee, the Assignor shall be automatically released from its obligations under the Guarantee and Collateral Agreement and any other instrument or document furnished pursuant thereto, and pursuant to Subsection 9.16(e) of the Guarantee and Collateral Agreement the Administrative Agent and the Collateral Agent shall, among other things, take such actions as may be reasonably requested to evidence such release.

NOW, THEREFORE, IT IS AGREED:

1. By executing and delivering this Joinder, Assignee hereby expressly assumes all of the obligations of Assignor under the Guarantee and Collateral Agreement and each other Loan Document to which Assignor is a party and agrees that it will be bound by the provisions of the Guarantee and Collateral Agreement and such other Loan Documents. Pursuant to Subsection 9.16(e) of the Guarantee and Collateral Agreement, Assignee hereby succeeds to, and is substituted for, and shall exercise every right and power of, Assignor under the Guarantee and Collateral Agreement and the other Loan Documents to which Assignor is a party, and shall thereafter be deemed to be "Holdings" for purposes of the Guarantee and Collateral Agreement and the other Loan Documents and a "Guarantor", "Granting Party" and "Pledgor" for purposes of the Guarantee and Collateral Agreement as if originally named therein and the Assignor is hereby expressly, irrevocably and unconditionally discharged from all debts, obligations, covenants and agreements under the Guarantee and Collateral Agreement and the other Loan Documents to which it is a party. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules [_____] to the Guarantee and Collateral Agreement, and such Schedules are hereby amended and modified to include such information.

2. The Administrative Agent and the Collateral Agent hereby confirm and acknowledge the release of Assignor from its Guarantee and all other obligations under the Guarantee and Collateral Agreement and all other obligations thereunder and under the other Loan Documents.

3. The Collateral Agent hereby confirms and acknowledges that the Lien pursuant to the Guarantee and Collateral Agreement on all Security Collateral of Assignor, and any Lien pursuant to any other Loan Document on the property or assets of Assignor, has been automatically released.

4. Assignee hereby represents and warrants that each of the representations and warranties made by Assignee, in its capacity as a Guarantor, Grantor and Pledgor, in each case solely with respect to the representations and warranties made by Holdings, contained in Section 4 of the Guarantee and Collateral Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date. Assignee hereby grants, as and to the same extent as provided in the Guarantee and Collateral Agreement, to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the Pledged Collateral (as such term is defined in the Guarantee and Collateral Agreement) of Assignee, except as provided in Subsection 3.3 of the Guarantee and Collateral Agreement and with the limitations as applicable to Holdings.

5. **GOVERNING LAW. THIS JOINDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES**

ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

ANNEX 5

FORM OF MORTGAGE

[5]This instrument was prepared in consultation with counsel in the state in which the Premises is located by the attorney named below and after recording, please return to:

Cahill Gordon & Reindel LLP
32 Old Slip
New York, New York 10005
Attention: Josh Cohn

TERM LOAN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS FINANCING STATEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS FINANCING STATEMENT AND FIXTURE FILING (as the same may be amended, supplemented, waived or otherwise modified from time to time, the "Mortgage") is made and entered into as of the [___] day of [_____],20[__], by [_____, a _____], with an address as of the date hereof at [_____], Attention: [_____] (the "Mortgagor"), for the benefit of DEUTSCHE BANK AG NEW YORK BRANCH, with an address as of the date hereof at [_____], ("DB"), in its capacity as Collateral Agent for the Secured Parties (as such terms are defined in the Guarantee and Collateral Agreement defined below) (in such capacity, together with its successors and assigns in such capacity, the "Mortgagee").

RECITALS:

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of July 25, 2022 (as the same may be amended, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among CORNERSTONE BUILDING BRANDS, INC., a Delaware corporation (together with its successors and assigns, the "Borrower"), the several banks and other financial institutions from time to time party thereto (as further defined in Subsection 1.1 of the Credit Agreement, the "Lenders"), the Collateral Agent, the Administrative Agent, and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes CAMELOT RETURN INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Borrower, the Borrower's Subsidiaries [and the Mortgagor][6];

[5] Local counsel to advise as to any recording requirements for the cover page, including need for recording tax notification or a separate tax affidavit.
[6] To be included if Mortgagor is not included in the aforementioned list of entities.

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to the Mortgagor in connection with the operation of its business;

WHEREAS, the Borrower and the Mortgagor are engaged in related businesses, and each will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, the Mortgagor is the owner of the fee simple interest in the real property described on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, it is a condition to the obligation of the Lenders to make their respective extensions of credit under the Credit Agreement that the Mortgagor shall execute and deliver this Mortgage to the Mortgagee for the benefit of the Secured Parties;

WHEREAS, concurrently with the entering into of the Credit Agreement, Holdings, the Borrower and certain Domestic Subsidiaries of the Borrower have entered into that certain Cash Flow Guarantee and Collateral Agreement (as the same may be amended, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of DB, as Collateral Agent and Administrative Agent for the Lenders from time to time parties to the Credit Agreement;

WHEREAS, the Mortgagor will receive substantial benefit from the execution and performance of the obligations under the Credit Agreement, and is, therefore, willing to enter into this Mortgage; and

WHEREAS, this Mortgage is given by the Mortgagor in favor of the Mortgagee for the benefit of the Secured Parties to secure the payment and performance of all of the Obligations (as defined in the Guarantee and Collateral Agreement) of the Mortgagor (such Obligations of the Mortgagor being hereinafter referred to as the "Obligations").

W I T N E S S E T H:

NOW THEREFORE, the Mortgagor, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has irrevocably granted, released, sold, remised, bargained, assigned, pledged, warranted, mortgaged, transferred and conveyed, and does hereby grant, release, sell, remise, bargain, assign, pledge, warrant, mortgage, transfer and convey to the Mortgagee, for the benefit of the Secured Parties, and the Mortgagee's successors and assigns, with the power of sale (subject to applicable law) a continuing security interest in and to, and lien upon, all of the Mortgagor's right, title and interest in and to the following described land, real property interests, buildings, improvements, fixtures and proceeds:

(a) All that tract or parcel of land and other real property interests in [_____] County, [_____], as more particularly described in Exhibit A attached hereto and made a part hereof, together with any greater or additional estate therein as hereafter may be acquired by the Mortgagor (the "Land"), and all of the Mortgagor's right, title and interest in and to rights appurtenant thereto, including,

without limitation, mineral rights, air rights, water rights, sewer rights, easement rights and rights of way;

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements") and all fixtures now or hereafter owned by the Mortgagor and attached to or installed in and used in connection with the aforesaid Land and Improvements (collectively, the "Fixtures") (hereinafter, the Land, the Improvements and the Fixtures may be collectively referred to as the "Premises"); and

(c) Subject to the terms of the Guarantee and Collateral Agreement and the Credit Agreement, any and all cash proceeds and noncash proceeds from the conversion, voluntary or involuntary, of any of the Premises or any portion thereof into cash or liquidated claims, including (i) proceeds of any insurance, indemnity, warranty, guaranty or claim payable to the Mortgagee or to the Mortgagor from time to time with respect to any of the Premises, (ii) payments (in any form whatsoever) made or due and payable to the Mortgagor in connection with any condemnation, seizure or similar proceeding and (iii) other amounts from time to time paid or payable under or in connection with any of the Premises, including, without limitation, refunds of real estate taxes and assessments, including interest thereon, but in each case under this clause (c) excluding Excluded Assets (as defined in the Guarantee and Collateral Agreement).

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging and all permits, licenses and rights relating to the use, occupancy and operation of thereof or any business conducted thereon, subject to Liens permitted by the Credit Agreement (including Permitted Liens), to the Mortgagee, for the benefit of the Secured Parties, to secure the Obligations; provided that, upon (i) the Obligations Satisfaction Date (as defined below) or (ii) the full satisfaction of the conditions set forth in the Credit Agreement for the release of this Mortgage in accordance with the terms thereof, the lien and security interest of this Mortgage shall cease, terminate and be void and the Mortgagee or its successor or assign shall at the cost and expense of the Mortgagor promptly cause a release of this Mortgage to be filed in the appropriate office; and until the Obligations are fully satisfied, it shall remain in full force and virtue.

As additional security for said Obligations, subject to the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, the Mortgagor hereby unconditionally assigns to the Mortgagee, for the benefit of the Secured Parties, all the security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "Rents and Profits"), which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only, reserving only to the Mortgagor a license to collect and apply the same as the Mortgagor chooses as long as no Event of Default has occurred and is continuing. Immediately upon the occurrence of and during the continuance of any Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Obligations or solvency of the Mortgagor, the license granted in the immediately preceding sentence shall automatically cease and terminate without any notice by the Mortgagee (such notice being hereby expressly waived by the Mortgagor to the extent permitted by applicable law), or any action or proceeding or the intervention of a receiver appointed by a court.

As additional collateral and further security for the Obligations, subject to the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, the Mortgagor does hereby assign by way of security and grants to the Mortgagee, for the benefit of the Secured Parties, a security interest in all of the right, title and the interest of the Mortgagor in and to any and all real property leases, rental agreements and all other occupancy agreements (collectively, the "Leases") with respect to the Premises or any part thereof, and the Mortgagor agrees to execute and deliver to the Mortgagee such additional instruments, in form and substance reasonably satisfactory to the Mortgagee, as may hereafter be reasonably requested by the Mortgagee to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed to impose upon the Mortgagee any obligation or liability with respect thereto.

The Mortgagor covenants, represents and agrees as follows:

ARTICLE I

Obligations Secured

1.1 Obligations. The Mortgagee and the Lenders have agreed to establish a secured credit facility in favor of the Borrower pursuant to the terms of the Credit Agreement. This Mortgage is given to secure the payment and performance by the Mortgagor of the Obligations. [The maximum amount of the Obligations secured hereby will not exceed $_____, plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof, expenses incurred by the Mortgagee by reason of any default by the Mortgagor under the terms hereof, together with interest thereon, all of which amounts shall be secured hereby.][7]

1.2 [Future] Advances. This Mortgage is given to secure the Obligations of the Mortgagor and the repayment of the aforesaid obligations (including, without limitation, the Obligations of the Mortgagor with respect to each advance of any Loan, any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure all future advances [and re-advances] thereof that may subsequently be made to the Mortgagor, the Borrower or any other Loan Party by the Lenders pursuant to the Credit Agreement or any other Loan Document, and all renewals, modifications, replacements and extensions thereof). The lien of such future advances[and re-advances] shall relate back to the date of this Mortgage. The Mortgagor agrees that if the outstanding balance of any Obligation or all of the Loans, principal and interest, is ever repaid to zero, the lien of this Mortgage shall not be or be deemed released or extinguished by operation of law or implied intent of the parties. This Mortgage shall remain in full force and effect as to any further advances made under the Credit Agreement or any Hedging Agreement (as defined in the Guarantee and Collateral Agreement), Bank Products Agreement (as defined in the Guarantee

[7] To be included in states that impose mortgage recording tax and subject to applicable laws.

and Collateral Agreement) or Management Guarantee (as defined in the Credit Agreement) (entered into with any Bank Products Provider (as defined in the Guarantee and Collateral Agreement), Hedging Provider (as defined in the Guarantee and Collateral Agreement) or Management Credit Provider (as defined in the Guarantee and Collateral Agreement), as applicable), after any such zero balance until such time as the Loans and the other Obligations (other than any Obligations owing to a Non-Lender Secured Party in respect of the provision of cash management services) then due and owing shall have been paid in full (the date upon which all of such events have occurred, the "Obligations Satisfaction Date") or this Mortgage has been cancelled or released of record in accordance with the requirements of the Credit Agreement, and the Mortgagor waives, to the fullest extent permitted by applicable law, the operation of any applicable statute, case law or regulation having a contrary effect.

ARTICLE II

Mortgagor's Covenants, Representations and Agreements

2.1 Title to Property. The Mortgagor hereby represents and warrants to the Mortgagee and each other Secured Party that the representations and warranties set forth in Section 4 of the Guarantee and Collateral Agreement as they relate to the Mortgagor or to the Loan Documents to which the Mortgagor is a party, each of which representations and warranties is hereby incorporated herein by reference, are true and correct in all material respects, and the Mortgagee and each other Secured Party shall be entitled to rely on each of such representations and warranties as if fully set forth herein; provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 2.1, be deemed to be a reference to the Mortgagor's knowledge.

2.2 Taxes and Fees; Maintenance of Premises. The Mortgagor agrees to comply with Subsection 5.4.1(c) of the Guarantee and Collateral Agreement, in each case in accordance with and to the extent provided therein.

2.3 Reimbursement. The Mortgagor agrees to comply with Subsection 5.4.1(c) of the Credit Agreement in accordance with and to the extent provided therein.

2.4 Additional Documents. The Mortgagor agrees to take any and all actions reasonably required to create and maintain the Lien of this Mortgage as against the Premises, and to protect and preserve the validity thereof, in each case in accordance with and to the extent provided in Subsection 7.9(c) of the Credit Agreement.

2.5 Restrictions on Sale or Encumbrance. The Mortgagor agrees to comply with Subsections 8.1, 8.3, 8.4, 8.5[and][,] 8.6 [and 8.7][8] of the Credit Agreement, in each case in accordance with and to the extent provided therein.

2.6 Fees and Expenses. The Mortgagor will promptly pay upon demand any and all reasonable costs and expenses of the Mortgagee, including, without limitation, reasonable attorneys' fees actually incurred by the Mortgagee, to the extent required under the Credit Agreement.

[8] To be included only if the Mortgagor is the Borrower.

2.7 Insurance.

(a) [Reserved].

(b) Insurance Generally. The Mortgagor agrees to comply with Subsection 5.4 of the Guarantee and Collateral Agreement in accordance with and to the extent provided therein.

(c) Use of Proceeds. Insurance proceeds shall be applied or disbursed as set forth in Subsection 5.4.2 or Section 6.5 of the Guarantee and Collateral Agreement to the extent and as applicable.

2.8 [Reserved].

2.9 Releases and Waivers. The Mortgagor agrees that no release by the Mortgagee of any portion of the Premises, the Rents and Profits or the Leases, no subordination of lien, no forbearance on the part of the Mortgagee to collect on any Obligations, Loans, or any part thereof, no waiver of any right granted or remedy available to the Mortgagee and no action taken or not taken by the Mortgagee shall, except to the extent expressly released, in any way have the effect of releasing the Mortgagor from full responsibility to the Mortgagee for the complete discharge of each and every of the Mortgagor's obligations hereunder.

2.10 Compliance with Law. The Mortgagor agrees to comply with all applicable laws in all material respects.

2.11 [Reserved].

2.12 Security Agreement.

(a) This Mortgage is hereby made and declared to be a security agreement encumbering the Fixtures, and the Mortgagor grants to the Mortgagee, for the benefit of the Secured Parties, a security interest in the Fixtures. The Mortgagor grants to the Mortgagee, for the benefit of the Secured Parties, all of the rights and remedies of a secured party under the laws of the state in which the Premises are located. A financing statement or statements reciting this Mortgage to be a security agreement with respect to the Fixtures may be appropriately filed by the Mortgagee.

(b) This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code of the State of New York or, if the creation, perfection or enforcement of any security interest herein is governed by the laws of a state other than the State of New York, then, as to the matter in question, the Uniform Commercial Code in effect in that state (collectively, the "UCC"). The Mortgagor warrants that, as of the date hereof, the name and address of the "Debtor" (which is the Mortgagor) are as set forth in the preamble of this Mortgage and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. The Mortgagor warrants that the Mortgagor's exact legal name is correctly set forth in the preamble of this Mortgage. The Mortgagee shall be deemed to be the "Secured Party" with the address as set forth in the preamble of this Mortgage and shall have the rights of a secured party under the UCC.

(c) This Mortgage will be filed in the real property records.

(d) As of the date hereof, the Mortgagor is a [_____] organized under the laws of the State of [_____], and the Mortgagor's organizational identification number is [_____][9].

2.13 Mortgage Recording Tax. The Mortgagor shall pay upon the recording hereof any and all mortgage recording taxes or any such similar fees and expenses due and payable to record this Mortgage in the appropriate records of the county in which the Premises is located.

ARTICLE III

Events of Default

An Event of Default shall exist and be continuing under the terms of this Mortgage upon the existence and during the continuance of an Event of Default under the terms of the Credit Agreement.

ARTICLE IV

Foreclosure

4.1 Acceleration of Obligations; Foreclosure. Upon the occurrence and during the continuance of an Event of Default, the entire balance of the Obligations, including all accrued interest, shall become due and payable to the extent such amounts become due and payable under the Credit Agreement. Provided an Event of Default has occurred and is continuing, upon failure to pay the Obligations or reimburse any other amounts due under the Loan Documents in full at any stated or accelerated maturity and in addition to all other remedies available to the Mortgagee at law or in equity, the Mortgagee may foreclose the lien of this Mortgage by judicial or non-judicial proceeding in a manner permitted by applicable law. The Mortgagor hereby waives, to the fullest extent permitted by law, any statutory right of redemption in connection with such foreclosure proceeding. At any foreclosure sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, the Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against the Mortgagor, and against all other Persons claiming or seeking to claim the property sold or any part thereof, by, through or under the Mortgagor. The Mortgagee or any of the Secured Parties may be a purchaser at such sale and if the Mortgagee is the highest bidder, subject to the terms of any applicable Intercreditor Agreement (as defined in the Guarantee and Collateral Agreement),

[9] Local counsel to advise if bracketed text is required.

the Mortgagee shall credit the portion of the purchase price that would be distributed to the Mortgagee against the indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisement of the Premises is waived to the extent permitted by applicable law. With respect to any notices required or permitted under the UCC to the extent applicable, the Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable.

4.2 Proceeds of Sale. The proceeds of any foreclosure sale of the Premises, or any part thereof, will be distributed and applied in accordance with the terms and conditions of the Credit Agreement and any applicable Intercreditor Agreement (subject to any applicable provisions of applicable law).

ARTICLE V

Additional Rights and Remedies of the Mortgagee

5.1 Rights Upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, immediately and without additional notice and without liability therefor to the Mortgagor, except for gross negligence, willful misconduct, bad faith or unlawful conduct, may do or cause to be done any or all of the following to the extent permitted by applicable law, and subject to the terms of any applicable Intercreditor Agreement: (a) enter the Premises and take exclusive physical possession thereof; (b) invoke any legal remedies to dispossess the Mortgagor if the Mortgagor remains in possession of the Premises without the Mortgagee's prior written consent; (c) exercise its right to collect the Rents and Profits; (d) generally, supervise, manage and contract with reference to the Premises as if the Mortgagee were equitable owner of the Premises, hold, lease, develop, operate or otherwise use the Premises or any part thereof upon such terms and conditions as the Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as the Mortgagee deems necessary or desirable), and apply all rents and other amounts collected by the Mortgagee in connection therewith in accordance with the provisions hereof; (e) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (f) institute proceedings for the complete foreclosure of the Mortgage, either by judicial action or by power of sale, in which case the Premises may be sold for cash or credit in one or more parcels; (g) expend Loan funds and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the Lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of the Mortgagor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the Lien of this Mortgage; (h) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Mortgage, the Credit Agreement or the other Loan Documents, or to aid the execution of any power herein granted; and (i) exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity. The Mortgagor also agrees that any of the foregoing rights and remedies of the Mortgagee may be exercised at any time during the continuance of an Event of Default independently of the exercise of any other such rights and remedies, and the Mortgagee may continue to exercise any or all such rights and remedies until (i) the Event of Default is cured, (ii) foreclosure and the conveyance of the Premises to the high bidder, or (iii) the outstanding

principal amount of the Loans, accrued and unpaid interest thereon (if any), and any other amounts then due and owing under the Credit Agreement and any other Loan Document to the Lenders or the Mortgagee are paid in full.

5.2 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, subject to the terms of any applicable Intercreditor Agreement, the Mortgagee shall be entitled, without additional notice and without regard to the adequacy of any security for the Obligations secured hereby, whether the same shall then be occupied as a homestead or not, or the solvency of any party bound for its payment, to make application for the appointment of a receiver to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall be added to the Obligations and secured hereby. The receiver shall have all the rights and powers provided for under the laws of the state in which the Premises are located, including without limitation, the power to execute leases, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such foreclosure suit, as well as during any further times when the Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. Receiver's fees, reasonable attorneys' fees and costs incurred in connection with the appointment of a receiver pursuant to this Section 5.2 shall be secured by this Mortgage. Notwithstanding the appointment of any receiver, trustee or other custodian, subject to any applicable Intercreditor Agreement, the Mortgagee shall be entitled to retain possession and control of any cash or other instruments at the time held by or payable or deliverable under the terms of the Mortgage to the Mortgagee to the fullest extent permitted by law.

5.3 Waivers. No waiver of a prior Event of Default shall operate to waive any subsequent Event(s) of Default. All remedies provided in this Mortgage, the Credit Agreement or any of the other Loan Documents are cumulative and may, at the election of the Mortgagee, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, the Mortgagor or the Mortgagor's successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

5.5 Marshalling. The Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure any Loan and any other

indebtedness secured hereby or to require the Mortgagee to pursue its remedies against any other such assets.

5.6 Protection of Premises. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee may take such actions, including, but not limited to disbursements of such sums, as the Mortgagee deems necessary in good faith to protect the Mortgagee's interest in the Premises.

ARTICLE VI

General Conditions

6.1 Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their successors and assigns to the extent permitted under the Credit Agreement. The term "Mortgagee" shall include the Collateral Agent on the date hereof and any successor Collateral Agent under the Loan Documents. The word "person" shall include any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature, and the word "Premises" shall include any portion of the Premises or interest therein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase without limitation.

6.2 Notices. All notices, requests and other communications shall be given in accordance with Subsection 9.2 of the Guarantee and Collateral Agreement.

6.3 Severability. If any provision of this Mortgage is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.4 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Mortgage nor the intent of any provision hereof.

6.5 Intercreditor Agreements. Notwithstanding anything to the contrary contained herein, the lien and security interest granted to the Mortgagee pursuant to this Mortgage and the exercise of any right or remedy by the Mortgagee hereunder are subject to the provisions of any applicable Intercreditor Agreement. The Mortgagee acknowledges and agrees that the relative priority of the Liens granted to the Mortgagee, any Agent and any Additional Agent (as such terms are defined in the applicable Intercreditor Agreements) shall be determined solely pursuant to the applicable Intercreditor Agreements, and not by priority as a matter of law or otherwise.

6.6 Conflicting Terms.

(a) In the event of any conflict between the terms of this Mortgage and any applicable Intercreditor Agreement, (i) the terms of the Base Intercreditor Agreement (as defined in the Guarantee and Collateral Agreement) shall govern and control any conflict between the

Mortgagee, the Senior Cash Flow Agent, the Senior ABL Agent, the Senior Secured Note Collateral Agent and/or any Additional Agent and (ii) the terms of any Other Intercreditor Agreement (as defined in the Credit Agreement) shall govern and control any conflict between the Mortgagee and any other party to such Other Intercreditor Agreement, in each case other than with respect to Section 6.7 of this Mortgage. In the event of any such conflict, the Mortgagor may act (or omit to act) in accordance with any of the applicable Intercreditor Agreements, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so.

(b) In the event of any conflict between the terms and provisions of the Credit Agreement and the terms and provisions of this Mortgage, the terms and provisions of the Credit Agreement shall control and supersede the provisions of this Mortgage with respect to such conflicts other than with respect to Section 6.7 of this Mortgage.

6.7 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the state in which the Premises are located.

6.8 Application of the Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the foreclosure laws of the state in which the Premises are located, the provisions of such laws shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with such laws.

6.9 Written Agreement. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with Subsection 9.1 of the Guarantee and Collateral Agreement. For the avoidance of doubt, it is understood and agreed that any amendment, amendment and restatement, waiver, supplement or other modification of or to the Base Intercreditor Agreement that would have the effect, directly or indirectly, through any reference herein to the Base Intercreditor Agreement or otherwise, of waiving, amending, supplementing or otherwise modifying this Mortgage, or any term or provision hereof, or any right or obligation of the Mortgagor hereunder or in respect hereof, shall not be given such effect except pursuant to a written instrument executed by the Mortgagor and the Mortgagee in accordance with this Section 6.9.

6.10 Waiver of Jury Trial. Subsection 9.14 of the Guarantee and Collateral Agreement is hereby incorporated by reference.

6.11 Request for Notice. The Mortgagor requests that a copy of any statutory notice of default and a copy of any statutory notice of sale hereunder be mailed to the Mortgagor in accordance with the requirements in Section 6.2 of this Mortgage.

6.12 Counterparts. This Mortgage may be executed by one or more of the parties on any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

6.13 Release. If any of the Premises shall be sold, transferred or otherwise disposed of by the Mortgagor in a transaction permitted by the Credit Agreement, then the Mortgagee, at the request and at the sole cost and expense of the Mortgagor, shall execute and deliver to the Mortgagor all releases or other documents reasonably necessary or desirable for the release of

the Liens created hereby on the Premises. The Mortgagor shall deliver to the Mortgagee prior to the date of the proposed release, a written request for release.

6.14 [Last Dollars Secured; Priority. This Mortgage secures only a portion of the Obligations owing or which may become owing by the Mortgagor to the Secured Parties. The parties agree that any payments or repayments of such Obligations shall be and be deemed to be applied first to the portion of the Obligations that is not secured hereby, it being the parties' intent that the portion of the Obligations last remaining unpaid shall be secured hereby. If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Obligations outstanding.][10]

6.15 State Specific Provisions. In the event of any inconsistencies between this Section 6.15 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 6.15 shall control and be binding.

(a) [_____]

(b) [_____]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[10] To be included in mortgages for states with a mortgage recording tax, to the extent required.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the above written date.

MORTGAGOR:

[_____]

By:_____
Name:_____
Title:_____

[ADD STATE NOTARY FORM FOR MORTGAGOR][11]

[11] Local counsel to confirm signature page and notary block which are acceptable for recording in the jurisdiction.

Exhibit A

Legal Description

[To be Attached.]

Exhibit 10.38

SEPARATION AGREEMENT

This Separation Agreement (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 Employee's hiring entity), (collectively, the "**Company**"), on the one hand, and, **James Keppler**, individually ("**Employee**"), on the other hand. The Company and Employee 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:

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[1]

"**Plan**" refers to the Long-Term Stock Incentive Plan, as amended, maintained by the Company for purposes of providing incentives, business goodwill, and encouraging share ownership on the part of employees, officers, directors, and consultants.

"**Stock Awards**" refers to the founders grants, restricted stock units, option units, performance share units, and/or performance cash and share awards previously granted by the Company to Employee in accordance with the Plan and all award agreements issued pursuant to the Plan. The Plan and all award agreements issued pursuant to the Plan shall be referred to, collectively, as the "**Stock Agreements**."

"**Unvested Awards**" shall mean the Stock Awards granted to Employee which remain unvested upon the separation of Employee's employment pursuant to the terms of the Stock Agreements.

II. AGREEMENT

1. Employment Separation.

(a) Subject to the execution and non-revocation of this Agreement, the Company will provide you with a Severance Payment as set forth in Paragraph 3(a) below.

(b) Effective as of the mutually agreed upon separation date of December 31, 2022 ("**Separation Date**"), Employee is hereby separated as an employee and executive of the Company and is hereby terminated from all positions held with the Company. Further and irrespective of whether Employee signs this Agreement, Employee will be paid his regular base salary through the Separation Date. Per Company policy, Employee will not be paid for any accrued, unused vacation or sick leave as of the Separation Date unless required by law.

[1] Except as specifically defined in this Separation Agreement, the Definitions contained within the Employment Agreement dated August 25, 2020 are incorporated herein by reference.

2. Consult Attorney. By tender of this Agreement to Employee, the Company hereby advises Employee in writing to consult with an attorney of his choosing prior to signing this Agreement.

3. Separation Benefits. In consideration for Employee's execution and non-revocation of this Agreement, including compliance with the release requirement stated below, Employee will be entitled tothe following "Separation Benefits." Employee understands and agrees that these benefits are not something to which he 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 Employee 52 weeks base salary in the total amount of $510,000 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 Employee, including Company contributions to Employee's 401k plan.

The Severance Payment will be made in a lump sum within thirty (30) days after the expiration of the revocation period, except as set forth in this Agreement regarding Section 409A, provided that, no payment will be made before April 1, 2023 irrespective of when this Agreement is signed. The Severance Payment is subject to reduction by the Company to satisfy any amounts owed by Employee to the Company. Payment will be made using the same payment method (e.g., direct deposit) as Employee's final paycheck.

(b) COBRA Separation Benefit. Employee 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 Employee under COBRA (up to a maximum of 12 month(s) (the "COBRA Subsidy Period"). The subsidy will be the difference between the COBRA rate and the active employee rate, leaving Employee 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, Employee discontinues coverage or is no longer eligible for coverage for any reason, the subsidy provided by the Company will immediately cease.

(c) **Annual STIP Bonus for Year 2022.** The Company will pay Employee an annual bonus under the annual bonus plan for year 2022 based upon the elapsed number of days in the year through the Separation Date applied to the bonus that would have been earned by Employee if Employee 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, 2023).

(d) **Outplacement Services.** The Company agrees to provide Employee with outplacement counseling services through a firm selected by the Company for a period of 12 months following the Effective Date.

4. Consulting and Advisory Services. Employee agrees to be available for consulting and advisory services between January 1, 2023 and March 31, 2023 ("**Transition Period**") to assist with the transition and restructuring of his role. In consideration for these consulting and advisory services,

Employee will be eligible to receive all RSUs and options granted in September 2020 that vest during the Transition Period as set forth on Exhibit B below. Employee's eligibility to receive the September 2020 RSUs and options vesting during the Transition Period is expressly conditioned upon his provision of consulting and advisory services upon the request of the CEO at such dates and times as are reasonably requested.

5. Termination of Other Benefits. Except as required by law, this Agreement, or under the Company's benefit plans, Employee's participation in all Company benefits and benefit plans shall cease on the Separation Date.

6. No Other Benefits; No Admission. Employee agrees that except for the payments provided in this Agreement, he 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, Employee is waiving his rights, if any, related to any benefits provided pursuant to such agreement, plan, program, or policy. Employee 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 Employee or his employment.

7. Unvested Stock Awards. Except as set forth in Paragraph 4 above, all unvested options and RSUs will forfeit upon Employee's Termination Date according to the terms of the CBB Long-Term Incentive Plan ("LTIP"), as amended, and the applicable Stock Agreement as set forth in Exhibit B. PSUs will vest in accordance with the terms of the LTIP, as amended, and the applicable Stock Agreement as set forth in Exhibit B. Any stock awards that vest prior to the Separation Date will vest according to the applicable Stock Agreement and LTIP.

8. Complete Release of Claims. In exchange for the consideration offered to Employee under this Agreement, Employee agrees to execute, deliver, and cause to become irrevocable the Release and Waiver of Claims attached as Annex A. If Employee fails to comply with the foregoing, Employee will not be entitled to any payments or benefits under this Agreement or any other severance arrangement with the Company.

9. Restrictive Covenants. Employee acknowledges and recognizes the highly competitive nature of the business of the Company and accordingly agrees to abide by the restrictive covenants and confidentiality provisions contained within the Employment Agreement entered into between the parties on August 25, 2020.

10. Return of Company Property. Employee shall immediately return all Company property (e.g., vehicles, company identification, keys, access cards, passwords, credit cards, laptops, files, documents, e-mails, notes, and computer equipment), and all Confidential Information that Employee has in his/her possession or control. By execution of this Agreement, Employee agrees that he/she has not made or retained and shall not make or retain any embodiment, copy or extract of any of the foregoing Company property. Employee understands and agrees that he/she will not be entitled to the consideration described in this Agreement until he/she returns all Company property, even if he/she execute this Agreement and does not revoke it.

11. Confidentiality of Agreement. Except as allowed in this Agreement, Employee agrees that this Agreement is strictly confidential and he/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 Employee from disclosing the terms of this Agreement to his/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 Employee is required by law to disclose this Agreement or the terms of this Agreement, Employee agrees to provide advance notice to the Company

prior to any such disclosures. Nothing in this Agreement limits or interferes with Employee's right, without notice to or authorization from, the Company, to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other self-regulatory organization or any other federal, state or local governmental agency or commission (each a "Governmental Agency"), or to testify, assist or participate in any investigation, hearing or proceeding conducted by a Governmental Agency. In the event Employee files a charge or complaint with a Government Agency, or a Government Agency asserts a claim on Employee's behalf, Employee agrees that Employee's release of claims in this Agreement shall nevertheless bar Employee's right (if any) to any monetary or other recovery (including reinstatement), except that Employee does not waive Employee's right to receive an award from the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934 and any other right where waiver is expressly prohibited by law.

12. Entire Agreement. This Agreement (including the addendums and exhibits), the Stock Agreement(s) (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 Employee 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 Stock Agreement(s) (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 Employee and Company, are hereby reaffirmed and shall remain binding on Employee 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.

13. 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.

14. 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 Initial Release or Final Release is declared invalid or unenforceable, Employee agrees that he/she will promptly execute a valid release and waiver in favor of the Released Parties.

15. Modifications and Amendments. This Agreement may not be modified or amended except by an instrument in writing signed by Employee and an authorized representative of the Company. Employee 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.

16. Dispute Resolution. 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. Employee 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 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 fourteen (14) 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.

17. **Mandatory Venue and Jury Waiver.** 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 Employee's employment are in the state and/or federal courts in Houston, Harris County, Texas or Cary, Wake County, North Carolina. The Parties further agree that in any action to enforce this Agreement or otherwise related to employment, all such matters shall be tried solely before a judge and not a jury, and THE PARTIES AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ALL SUCH CASES.

18. **Section 409A.** 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 Employee's rights under this Agreement. However, in no event shall the Company be liable for any taxes, interest, or penalties imposed on Employee pursuant to or by reason of Section 409A. For purposes of Section 409A if it applies, Employee 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.

19. **Waiver.** 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.

20. **Inadmissibility of Agreement.** 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.

21. **Notices.** Except as otherwise stated herein, for purposes of this Agreement, all notices or other communications hereunder shall be in writing 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:

To the Company:
Cornerstone Building Brands, Inc.
Attn: Chief Human Resources Officer
13105 Northwest
Freeway, Suite 500
Houston, Texas 77040

To Employee:
At his/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.

22. **Counterparts and Titles.** 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.

23. **Non-Alienation.** Employee 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 Employee 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.

24. **Third Party Beneficiaries.** 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.

25. **Miscellaneous.** Nothing in this Agreement restricts Employee 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 Employee from recovering any relief, including monetary relief, as a result of such activities (including any settlement related to such filing).

26. **California Residents/Workers Only.** Employee understands and agrees that if he/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 Employee's signature below, he/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 AFTER HAVING CONSULTED WITH AN ATTORNEY OR ADVISOR OF THEIR CHOICE. 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.

By (Employee): /s/ James F. Keppler

Date: January 9, 2023

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/ Katy Theroux

Printed Name: Katy Theroux

Title: EVP, CHRO

Date: 2/3/2023

ANNEX A

Release and Waiver of Claims

Release and Waiver of Claims. In consideration of the payments and benefits to which you are entitled under that certain Agreement, dated as of August 25, 2020, to which you, Cornerstone Building Brands, Inc., and Ply Gem Industries, Inc. (the "**Companies**") are parties (the "**Agreement**"), you hereby waive and release and forever discharge each of the Companies and their respective parent entities, subsidiaries, divisions, limited partnerships, affiliated corporations, successors and assigns and their respective past and present directors, managers, officers, stockholders, partners, agents, employees, insurers, attorneys, and servants each in his, her or its capacity as such, and each of them, separately and collectively (collectively, "**Releasees**"), from any and all existing claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, whether or not mature or ripe, that you ever had and now have against any Releasee arising out of or in any way related to your employment with or separation from the Companies, to any services performed for the Companies, to any status, term or condition in such employment, or to any physical or mental harm or distress from such employment or non-employment or claim to any hire, rehire or future employment of any kind by the Companies, all to the extent allowed by applicable law. This release of claims includes, but is not limited to, claims based on express or implied contract, compensation plans, covenants of good faith and fair dealing, wrongful discharge, claims for discrimination, harassment and retaliation, violation of public policy, tort or common law, whistleblower or retaliation claims; and claims for additional compensation or damages or attorneys' fees or claims under federal, state, and local laws, regulations and ordinances, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Worker Adjustment and Retraining Notification Act ("**WARN**"), or equivalent state WARN act, the Employee Retirement Income Security Act, and the Sarbanes-Oxley Act of 2002. You understand that this release of claims includes a release of all known and unknown claims through the date on which this release of claims becomes irrevocable.

Limitation of Release: Notwithstanding the foregoing, this release of claims will not prohibit you from filing a charge of discrimination with the National Labor Relations Board, the Equal Employment Opportunity Commission or an equivalent state civil rights agency, but you agree and understand that you are waiving your right to monetary compensation thereby if any such agency elects to pursue a claim on your behalf. Further, nothing in this release of claims shall be construed to waive any right that is not subject to waiver by private agreement under federal, state or local employment or other laws, such as claims for workers' compensation or unemployment benefits or any claims that may arise after the date on which this release of claims becomes irrevocable. In addition, nothing in this release of claims will be construed to affect any of the following claims, all rights in respect of which are reserved:

(a) Any payment or benefit set forth in the Agreement;

(b) Any rights as a shareholder of Cornerstone Building Brands, Inc.;

(c) Reimbursement of unreimbursed business expenses properly incurred prior to the termination date in accordance with policy of the Companies;

(d) Claims in respect of equity compensation owned by you ;

(e) Vested benefits under the general employee benefit plans (other than severance pay or termination benefits under general policy of the Companies, all rights to which are hereby waived and released);

(f) Any claim for unemployment compensation or workers' compensation administered by a state government to which you are presently or may become entitled;

(g) Any claim that either of the Companies has breached this release of claims; and

(h) Indemnification as a current or former director or officer of either of the Companies or any of its subsidiaries (including as a fiduciary of any employee benefit plan), or inclusion as a beneficiary of any insurance policy related to your service in such capacity.

Employee has been advised, and is being advised by this Release, that Employee has been given at least twenty-one (21) calendar days to consider the Release, but Employee can execute this Release at any time prior to the expiration of such review period. To accept this Release, Employee must date and sign and return the Release to the Company by (i) mail to Cornerstone Building Brands, Inc., Attention: HRCompliance, 13105 Northwest Freeway, Suite 500, Houston, Texas, 77040, or (ii) e-mail to HRCompliance@cornerstone-bb.com. Following execution of the Release, Employee shall have seven (7) days to revoke his/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 Employee executes this Release. This Release shall be effective upon the expiration of the revocation period, and will be irrevocable at that time (hereinafter, the "**Effective Date**"). None of the consideration listed in the Separation Agreement between the Company and Employee, will be provided by the Company unless Employee timely signs this Release and the revocation period expires without Employee having exercised his/her right of revocation in the time periods specified in the Agreement.

EMPLOYEE HAS ENTERED INTO THIS RELEASE KNOWINGLY, VOLUNTARILY, FREELY AND WITHOUT DURESS AFTER HAVING CONSULTED WITH AN ATTORNEY OR ADVISOR OF THEIR CHOICE. EMPLOYEE AGREES THAT THEY HAVE FULLY READ AND UNDERSTAND THIS RELEASE AND HAVE HAD A FULL AND FAIR OPPORTUNITY TO ASK ANY QUESTIONS THEY HAVE ABOUT THE RELEASE.

By (Employee):

Date:

EXHIBIT B

Provided for Informational Purposes Only
The Terms of the Plan and Stock Agreement(s) Issued Thereto Control

Equity Type	Grant Date	Vesting Date	Recommendation	Value
RSU	March 15, 2021	March 15, 2023 March 15, 2024	Forfeit Forfeit	$94,483 $94,508
Options	March 15, 2021	March 15, 2023 March 15, 2024	Forfeit Forfeit	$132,525 $132,505
PSUs	September 21, 2020 March 15, 2021	March 15, 20 March 15, 20	Prorated per LTIP (100%) Prorated per LTIP (66.67%)	$[TBD]* $[TBD]*

Equity Compensation for Consulting and Advisory Services**

RSU	September 21, 202	March 15, 2023	Allow to vest in exchange for availability to consult through March 31	$1,038,110
Option	September 21, 202	March 15, 2023	Allow to vest in exchange for availability to consult through March 31, 2023	$696,503

*Payout shall be based on PSU performance level

**Payout is contingent upon the completion of any and all consulting arrangements entered into between the parties to this agreement through March 31, 2023.

Exhibit 21.1

Cornerstone Building Brands, Inc.
List of Subsidiaries

Atrium Windows and Doors, Inc.	Delaware
AWC Holding Company	Delaware
Brock Doors & Windows Ltd.	Ontario, Canada
Building Systems de Mexico, S.A. de C.V.	Mexico
Cornerstone Building Brands Services, Inc.	Delaware
Cornerstone Latin American Services, S.R.L.	Costa Rica
Environmental Materials, LLC	Delaware
Foundation Labs by Ply Gem, LLC	Delaware
Gienow Canada Inc.	Alberta, Canada
Mastic Home Exteriors, Inc.	Ohio
Mitten Inc.	Ontario, Canada
MW Manufacturers Inc.	Delaware
MWM Holding, Inc.	Delaware
NCI Group, Inc.	Nevada
Ply Gem Industries, Inc.	Delaware
Robertson-Ceco II Corporation	Delaware
Silver Line Building Products LLC	Delaware
Simonton Building Products LLC	Delaware
Union Corrugating Company	North Carolina
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 24th day of February, 2023.

Signature	**Title**
/s/ Kathleen J. Affeldt	Director
Kathleen J. Affeldt	
/s/ Wilbert W. James, Jr	Director
Wilbert W. James, Jr	
/s/ Daniel Janki	Director
Daniel Janki	
/s/ John Krenicki	Director
John Krenicki	
/s/ Timothy O'Brien	Director
Timothy O'Brien	
/s/ Nathan K. Sleeper	Director
Nathan K. Sleeper	
/s/ Tyler Young	Director
Tyler Young	
/s/ Jonathan L. Zrebiec	Director
Jonathan L. Zrebiec	

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: February 24, 2023

/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: February 24, 2023

/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, 2022 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: February 24, 2023

/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, 2022 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: February 24, 2023

/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.