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

FORM 10-Q

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

For the quarterly period ended July 4, 2026
OR

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

Commission file number: 001-32383

BlueLinx Holdings Inc.

(Exact name of registrant as specified in its charter)

Delaware	**77-0627356**
(State of Incorporation)	(I.R.S. Employer Identification No.)
1950 Spectrum Circle, Suite 300 **Marietta GA**	**30067**
(Address of principal executive offices)	(Zip Code)

(770) 953-7000
(Registrant's telephone number, including area code)
Not applicable
(Former name, former address and former fiscal year, if changed since last report.)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	**BXC**	**New York Stock Exchange**

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 (Section 232.405 of this chapter) every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post 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 the 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 ☐	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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

As of July 31, 2026, there were 7,860,217 shares of BlueLinx Holdings Inc. common stock, par value $0.01, outstanding.

BLUELINX HOLDINGS INC.
Form 10-Q
For the Quarterly Period Ended July 4, 2026

Table of Contents

Table of Contents

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

BLUELINX HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts)
(Unaudited)

	Fiscal Three Months Ended		Fiscal Six Months Ended	
	July 4, 2026	June 28, 2025	July 4, 2026	June 28, 2025
Net sales	$ 814,077	$ 780,107	$ 1,545,226	$ 1,489,333
Cost of products sold	674,370	660,418	1,289,122	1,258,515
Gross profit	139,707	119,689	256,104	230,818
Operating expenses (income):				
Selling, general, and administrative	107,371	95,265	203,575	189,358
Depreciation and amortization	11,473	9,790	23,447	19,344
Realization of deferred gains on real estate	(983)	(983)	(1,967)	(1,967)
Other operating, net	1,243	582	3,118	(1,676)
Total operating expenses	119,104	104,654	228,173	205,059
Operating income	20,603	15,035	27,931	25,759
Interest expense, net	9,379	8,457	18,526	15,037
Income before provision for income taxes	11,224	6,578	9,405	10,722
Provision for income taxes	4,818	2,268	4,457	3,607
Net income	$ 6,406	$ 4,310	$ 4,948	$ 7,115
Basic earnings per share	$ 0.82	$ 0.54	$ 0.63	$ 0.87
Diluted earnings per share	$ 0.81	$ 0.54	$ 0.62	$ 0.87

See accompanying Notes.

BLUELINX HOLDINGS INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)
(Unaudited)

	As of	
	July 4, 2026	**January 3, 2026**
ASSETS		
Current assets:		
Cash and cash equivalents	$ 318,178	$ 385,843
Receivables, less allowances of $4,700 and $4,964, respectively	315,939	218,161
Inventories, net	375,258	325,998
Other current assets	52,025	54,466
Total current assets	1,061,400	984,468
Property and equipment, at cost	502,832	495,453
Accumulated depreciation	(226,009)	(208,693)
Property and equipment, net	276,823	286,760
Operating lease right-of-use assets	54,711	54,608
Goodwill	70,301	67,226
Intangible assets, net	78,952	86,700
Deferred income tax asset, net	46,958	50,615
Other non-current assets	14,418	18,902
Total assets	$ 1,603,563	$ 1,549,279
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 188,187	$ 136,388
Accrued compensation	19,398	17,466
Finance lease liabilities - current	21,770	22,348
Operating lease liabilities - current	8,699	8,969
Real estate deferred gains - current	3,935	3,935
Other current liabilities	22,888	22,173
Total current liabilities	264,877	211,279
Long-term debt	297,089	296,660
Finance lease liabilities, less current portion	294,184	298,931
Operating lease liabilities, less current portion	49,684	47,075
Real estate deferred gains, less current portion	57,395	59,362
Other non-current liabilities	18,856	18,657
Total liabilities	982,085	931,964
Commitments and Contingencies		
STOCKHOLDERS' EQUITY:		
Preferred Stock, $0.01 par value, 30,000,000 shares authorized, none outstanding	—	—
Common Stock, $0.01 par value, 20,000,000 shares authorized, 7,860,049 and 7,866,497 outstanding, respectively	79	79
Additional paid-in capital	93,977	94,762
Retained earnings	527,422	522,474
Total stockholders' equity	621,478	617,315
Total liabilities and stockholders' equity	$ 1,603,563	$ 1,549,279

See accompanying Notes.

BLUELINX HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands)
(Unaudited)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Stockholders' Equity Total
	Shares	Amount			
Balance, January 3, 2026	**7,866**	**$ 79**	**$ 94,762**	**$ 522,474**	**$ 617,315**
Net loss	—	—	—	(1,458)	(1,458)
Vesting of restricted stock units	19	(a)	(a)	—	—
Compensation related to share-based grants	—	—	3,091	—	3,091
Repurchase of shares to satisfy employee tax withholdings	(7)	(a)	(375)	—	(375)
Common stock repurchases and retirements	(59)	(1)	(3,024)	—	(3,025)
Balance, April 4, 2026	7,819	78	94,454	521,016	615,548
Net income	—	—	—	6,406	6,406
Vesting of restricted stock units	112	1	(1)	—	—
Compensation related to share-based grants	—	—	3,239	—	3,239
Repurchase of shares to satisfy employee tax withholdings	(34)	(a)	(1,724)	—	(1,724)
Common stock repurchases and retirements	(37)	(a)	(1,991)	—	(1,991)
Balance, July 4, 2026	**7,860**	**79**	**93,977**	**527,422**	**621,478**

(a) Activity rounds to less than one thousand dollars

	Common Stock		Additional Paid-In Capital	Retained Earnings	Stockholders' Equity Total
	Shares	Amount			
Balance, December 28, 2024	8,295	$ 83	$ 124,103	$ 522,255	$ 646,441
Net income	—	—	—	2,805	2,805
Vesting of restricted stock units	18	(a)	(a)	—	—
Compensation related to share-based grants	—	—	2,522	—	2,522
Repurchase of shares to satisfy employee tax withholdings	(7)	(a)	(507)	—	(507)
Common stock repurchases and retirements	(186)	(2)	(15,145)	—	(15,147)
Balance, March 29, 2025	8,120	81	110,973	525,060	636,114
Net income	—	—	—	4,310	4,310
Vesting of restricted stock units	62	1	(1)	—	—
Compensation related to share-based grants	—	—	2,341	—	2,341
Repurchase of shares to satisfy employee tax withholdings	(18)	(a)	(1,245)	—	(1,245)
Common stock repurchases and retirements	(283)	(3)	(20,205)	—	(20,208)
Balance, June 28, 2025	7,881	$ 79	$ 91,863	$ 529,370	$ 621,312

(a) Activity rounds to less than one thousand dollars

See accompanying Notes.

BLUELINX HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Fiscal Six Months Ended	
	July 4, 2026	June 28, 2025
Cash flows from operating activities:		
Net income	$ 4,948	$ 7,115
Adjustments to reconcile net income to net cash used in operations:		
Depreciation and amortization	23,447	19,344
Amortization of debt discount and issuance costs	785	662
Insurance recoveries in excess of carrying values of property & equipment	—	(2,443)
Provision for deferred income taxes	3,657	(1,637)
Realization of deferred gains from real estate	(1,967)	(1,967)
Share-based compensation	6,330	4,863
Changes in operating assets and liabilities:		
Accounts receivable	(97,778)	(52,900)
Inventories	(49,194)	(35,575)
Accounts payable	51,638	7,014
Other current assets	2,441	(2,707)
Other assets and liabilities	9,643	(2,435)
Net cash used in operating activities	(46,050)	(60,666)
Cash flows from investing activities:		
Adjustment to consideration for Disdero acquisition	859	—
Disbursements for property and equipment	(4,983)	(15,539)
Proceeds from sales and insurance recoveries of property & equipment	88	2,605
Net cash used in investing activities	(4,036)	(12,934)
Cash flows from financing activities:		
Common stock repurchases	(5,327)	(35,386)
Repurchase of shares to satisfy employee tax withholdings	(2,099)	(1,770)
Principal payments on finance lease liabilities	(9,879)	(8,101)
Other	(274)	—
Net cash used in financing activities	(17,579)	(45,257)
Net change in cash and cash equivalents	(67,665)	(118,857)
Cash and cash equivalents at beginning of period	385,843	505,622
Cash and cash equivalents at end of period	$ 318,178	$ 386,765
Supplemental cash flow information:		
Interest paid during the period	$ 23,340	$ 23,364
Net income tax payments	$ 345	$ 3,549
Non-cash investing and financing activities:		
Right-of-use lease assets acquired under operating leases	$ 6,416	$ 3,959
Property and equipment acquired under finance leases	$ 4,596	$ 32,887
Property and equipment investments funded through accounts payable, net	$ 472	$ 823

See accompanying Notes.

BLUELINX HOLDINGS INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
July 4, 2026

(Unaudited)

1. Basis of Presentation

BlueLinx Holdings Inc., including consolidated subsidiaries (collectively, the "Company"), is a leading wholesale distributor of residential and commercial building products in the United States. The Company is a two-step distributor and purchases products from manufacturers and distributes those products to dealers and other suppliers in local markets, who then sell those products to end users. The Company carries a broad portfolio of both branded and private-label stock keeping units ("SKUs") across two principal product categories: specialty products and structural products. Specialty products include items such as engineered wood, siding, moulding and millwork, outdoor living, specialty lumber and panels, and industrial products. Structural products include items such as lumber, plywood, oriented strand board, rebar, and remesh. The Company also provides a wide range of value-added services and solutions aimed at relieving distribution and logistics challenges for its customers and suppliers, while enhancing their marketing and inventory management capabilities.

The Company's unaudited condensed consolidated financial statements and accompanying notes have been prepared using generally accepted accounting principles in the United States ("GAAP") and the interim reporting guidance of the U.S. Securities and Exchange Commission ("SEC"). The Company is composed of a single reportable segment for financial reporting purposes. The Company's consolidated balance sheet as of January 3, 2026 contained herein was derived from the audited consolidated balance sheet included in the Company's Annual Report on Form 10-K for the fiscal year ended January 3, 2026 (the "2025 Form 10-K"), as filed with the SEC on February 24, 2026. In the opinion of the Company's management, the unaudited condensed consolidated financial statements reflect all adjustments, which are of a normal recurring nature, necessary for a fair presentation of the Company's results of operations, financial position, and cash flows for the reporting periods presented.

The Company has condensed or omitted certain notes and other information from the unaudited condensed consolidated financial statements presented in this report. Therefore, these condensed financial statements and accompanying notes should be read in conjunction with the Company's 2025 Form 10-K. The results for the fiscal three and six months ended July 4, 2026 are not necessarily indicative of results that may be expected for the full fiscal year ending January 2, 2027, or any other interim period. For the fiscal reporting periods included in the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q, the Company did not have any items of other comprehensive income (loss), nor did the Company have any accumulated other comprehensive income (loss).

Fiscal Reporting Periods

The Company operates on a 5-4-4 fiscal calendar and its fiscal year ends on the Saturday closest to December 31st of each year and may comprise 53 weeks in certain years. Fiscal 2026 contains 52 weeks and will end on January 2, 2027. Fiscal 2025 contained 53 weeks and ended on January 3, 2026.

The Company's fiscal second quarter of fiscal 2026 covered the period from April 5, 2026 to July 4, 2026 and throughout this report this fiscal period may be referred to as "Q2 2026" or the "current quarter." The Company's fiscal second quarter of fiscal 2025 covered the period from March 30, 2025 to June 28, 2025 and throughout this report this fiscal period may be referred to as "Q2 2025" or the "prior quarter." Both of these quarterly fiscal periods contained 13 calendar weeks.

The Company's first six fiscal months of fiscal 2026 covered the period from January 4, 2026 to July 4, 2026 and throughout this report this fiscal period may be referred to as "Year to Date Fiscal 2026," the "YTD 2026 period" or the "current YTD period." The Company's first six months of fiscal 2025 covered the period from December 29, 2024 to June 28, 2025 and throughout this report this fiscal period may be referred to as "Year to Date Fiscal 2025," the "YTD 2025 period" or the "prior YTD period." Both of these year-to-date fiscal periods covered 26 calendar weeks.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires the Company's management to make estimates based on assumptions about current and, for some estimates, future economic and market conditions, which affect reported amounts and related disclosures in the Company's financial statements. Although current estimates contemplate current and expected future conditions, as applicable, it is reasonably possible that actual conditions could differ from management's expectations, which could materially affect the Company's results of operations and financial position.

Significant Accounting Policies

The Company has made no material changes to its significant accounting policies described in the notes to the consolidated financial statement included in its 2025 Form 10-K. The Company did not adopt any new accounting standards during the YTD 2026 period.

Recent Accounting Pronouncements - Not Yet Adopted

Costs and Expenses Disclosures. On November 4, 2024, the FASB issued ASU No. 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses ("ASU 2024-03"), which establishes new disaggregation disclosure requirements for certain costs and expenses in the notes to the consolidated financial statements. Under the new guidance, an entity must provide details of the components of its expense captions from continuing operations presented on the face of the statement of operations as well as a qualitative description of the amounts remaining that are not separately disaggregated quantitatively. Relevant disclosure categories include purchases of inventory, employee compensation, depreciation and intangible asset amortization. An entity must also disclose the total amount of selling expenses, and in annual reports, its definition thereof. The disclosure of these costs and expenses will be required in addition to and irrespective of their inclusion in other disclosures. ASU 2024-03 will be effective for the Company for the fiscal 2027 annual reporting period and for interim periods beginning in fiscal 2028. The guidance may be applied prospectively or retrospectively. Since this new ASU addresses only disclosures, the Company does not expect its adoption to have any material effects on its financial condition, results of operations or cash flows. The Company is currently evaluating the new disclosures that will be required upon adoption of ASU 2024-03.

Accounting for and Disclosure of Software Costs. On September 18, 2025, the FASB issued ASU No. 2025-06, Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Accounting for and Disclosure of Software Costs ("ASU 2025-06") to clarify and modernize the accounting for costs related to internal-use software to better address both linear and non-linear development manners. The new guidance removes all references to project stages that are currently in ASC 350-40 and will instead use threshold requirements that entities must apply to decide when to start capitalizing software costs. Specifically, the guidance will require entities to begin capitalizing software costs, including website development costs, when both of the following occur: 1) management authorizes and commits to funding a software project and 2) it is probable that the project will be completed and the software will be used to perform the function intended (referred to as the "probable-to-complete" recognition threshold). ASU 2025-06 is effective for the Company beginning in interim and annual reporting periods in fiscal 2028, and early adoption is permitted which the Company is evaluating. Entities may apply the guidance using a prospective, retrospective, or modified transition approach. However, under the prospective approach, entities would still be required to apply the new guidance to all new costs incurred for all software projects, including in-process projects, as of the date of adoption. ASU 2025-06 also specifies that the disclosures under ASC 360-10 (Property, Plant, and Equipment) apply overall to capitalized software costs accounted for under ASC 350-40, regardless of how those costs are presented in the financial statements. The Company is currently evaluating the impacts that ASU 2025-06 may have on its financial position and results of operations, and such impacts may depend in part on the status and type of any in-process software projects at the time of adoption.

2. Business Combination

On October 31, 2025 BlueLinx Corporation, a wholly owned subsidiary of BlueLinx Holdings Inc., entered into an equity purchase agreement (the "Purchase Agreement") and purchased 100% of the equity interest of Disdero Lumber Co., LLC ("Disdero"). Disdero is engaged in the wholesale distribution of premium specialty building materials that include a complete line of clear lumber and distinctive wood architectural elements that are sold into nearly all 50 states. Disdero's products are used primarily in the construction of high-end, custom homes and decks, as well as upscale multi-family residential and commercial properties.

The initial purchase price paid on October 31, 2025 was approximately $95.4 million ($95.2 million net after considering cash acquired), which the Company paid from cash on hand. Under the Purchase Agreement, the initial purchase price was subject to customary adjustments, such as adjustments for working capital balances. During the first quarter of fiscal 2026, adjustments for working capital resulted in a $0.9 million reduction in the cash consideration paid by the Company for Disdero, which reduced the value assigned to goodwill. During Q2 2026, the fair values of customer relationships, trade name, and non-compete agreements, all acquired intangible assets, and inventory were adjusted by an aggregate decrease of $3.9 million with a corresponding aggregate increase in the value assigned to goodwill. See the following table.

The acquisition of Disdero is accounted for as a business combination using the acquisition method under ASC 805, *Business Combination* (“ASC 805”). The assets acquired and liabilities assumed in the Disdero acquisition were reflected on the Company’s consolidated balance beginning at the close of business on October 31, 2025. Disdero’s results of operations and cash flows are included in the Company’s consolidated financial results beginning at the start of business on November 1, 2025. Disdero became part of the Company’s existing single reportable segment, building products.

The acquisition of Disdero includes preliminary fair value estimates for acquired intangible assets (customer relationships, trade name, and non-compete agreements), goodwill, and inventory as of the October 31, 2025 acquisition date. Upon subsequent completion of the purchase price allocation, any revised fair value amounts assigned to these assets and resulting goodwill may differ from the preliminary estimates. The Company will complete the purchase price allocation before October 31, 2026.

The following table summarizes the components of the consideration for Disdero:

	Preliminary Allocation as of Acquisition Date	**Measurement Period Adjustments**	**Revised Preliminary Allocation**
		(In thousands)	
Estimated fair value of identifiable assets acquired and liabilities assumed:			
Cash	$ 179	$ —	$ 179
Accounts receivable	6,377	—	6,377
Inventory	16,024	66	16,090
Prepaid expenses and other assets	220	—	220
Total current assets acquired	22,800	66	22,866
Property & equipment	1,319	—	1,319
Right-of-use lease assets	3,074	—	3,074
Intangible assets:			
Customer relationships	47,300	200	47,500
Trade names	12,300	(800)	11,500
Non-compete agreements	4,700	(3,400)	1,300
Total assets acquired	91,493	(3,934)	87,559
Accounts payable	1,943	—	1,943
Accrued compensation	1,544	—	1,544
Operating lease obligations	756	—	756
Other current liabilities	331	—	331
Finance lease obligations	181	—	181
Total current liabilities assumed	4,755	—	4,755
Operating lease obligations	2,616	—	2,616
Finance lease obligations	587	—	587
Total liabilities assumed	7,958	—	7,958
Net assets acquired	83,535	(3,934)	79,601
Goodwill	11,854	3,075	14,929
	95,389	(859)	94,530
Less cash acquired	(179)	—	(179)
Preliminary purchase price	$ 95,210	$ (859)	$ 94,351

Under ASC 805, the excess of total purchase price, which includes the aggregate cash consideration paid in excess of the fair value of the tangible and intangible assets acquired less liabilities assumed, is recorded as goodwill. Goodwill also includes certain other intangible assets that do not qualify for separate recognition, such as an assembled workforce. The goodwill resulting from the Disdero acquisition is expected to be tax deductible.

The estimated useful life for customer relationships and non-compete agreements is 12 years and 5 years, respectively, based on a preliminary evaluation that is subject to change. At this time, the Company plans to operate the acquired Disdero business under the Disdero trade name indefinitely, and therefore the trade name has been assigned an indefinite life and is not being amortized at this time.

3. Inventory

On the Company's consolidated balance sheets, Inventories, net consist mostly of finished goods inventory, with a limited amount of work-in-process inventory. The cost of inventories is determined by the moving average cost method. The Company includes all material charges directly incurred in bringing inventory to its existing condition and location, including the cost of inbound freight, volume incentives, inventory adjustments, tariffs, duties and other import fees. The Company evaluates the carrying value of its inventory at the end of each fiscal quarter to ensure that inventory, when viewed by category, is carried at the lower-of-cost-or-net-realizable-value ("LCNRV"). This evaluation also considers matters that may impact the net realizable value of inventory such as damaged or obsolete inventory. Any LCNRV decline that is expected to be restored within the current fiscal year, prior to the inventory being sold, is not recognized in an interim fiscal period. As of July 4, 2026 and January 3, 2026, the carrying values of the Company's inventory reported on its consolidated balance sheets did not reflect any adjustments for LCNRV matters.

On the Company's consolidated statements of operations, most of the amount reported in Cost of products sold is composed of costs incurred to purchase inventory that is subsequently resold to customers, including costs related to import duties and tariffs. Import duties and tariffs are not typically passed through to customers as separately billed charges.

Certain import duties are classified by the U.S. Department of Commerce (the "Commerce Department") as "anti-dumping or countervailing" ("AD/CV") duties and these duties may be subject to periodic review and adjustments by the Commerce Department through a process known as a trade remedy administrative review, which can result in both retroactive and prospective adjustments to duty rates. At the time of importation, the Company tenders AD/CV duty cash deposits (as use of that term has been defined by the Commerce Department) to the U.S. Customs and Border Protection ("U.S. Customs") and accounts for duties based on the then-current rates in effect, and records any retroactive adjustments as a change in estimate in the period in which U.S. Customs adjusts duty rates at the time entries subject to AD/CV duties liquidate (as use of that term has been defined by the Commerce Department), typically through the resolution of a trade remedy administrative review proceeding. Any such retroactive adjustments for AD/CV duties either increase or decrease the Company's Cost of products sold in the reporting period that the duty rates are adjusted since substantially all impacted inventories have typically been subsequently sold. During the YTD 2025 period (all occurring in the fiscal first quarter of 2025), the Company recognized refunds of $2.4 million, plus interest of $0.5 million, related to retroactive adjustments associated with certain antidumping duties for imported wood moulding and millwork products. The antidumping duty cash deposits were originally paid and accounted for by the Company in reporting periods prior to 2025 at the then-current rates. This adjustment was reflected in Cost of products sold and Interest expense, net, respectively, on the Company's unaudited condensed consolidated statements of operations for the YTD 2025 period. There were no such adjustments for Q2 2026 or the YTD 2026 period.

See Note 9, *Commitments and Contingencies*, to these unaudited consolidated financial statements for disclosures concerning other matters related to import duties.

4. Goodwill and Intangible Assets, net

As disclosed in Note 2, *Business Combination*, to these unaudited condensed consolidated financial statements, during the YTD 2026 period the values assigned to intangible assets and goodwill associated with the Disdero business combination were adjusted as permitted under the measurement period provisions of ASC 805. During this same fiscal reporting period, the only other changes to the carrying values of the Company's Goodwill and Intangible assets, net, was periodic amortization of definite-lived intangible assets. Amortization expense for definite-lived intangible assets was $1.7 million and $1.0 million for

Q2 2026 and Q2 2025, respectively, and $3.7 million and $1.9 million for the YTD 2026 period and YTD 2025 period, respectively.

The gross carrying amounts, accumulated amortization, and net carrying amounts of the Company's intangible assets arising from business combinations as of July 4, 2026 were as follows:

	Weighted Average Remaining Useful Lives	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amounts
			($ amounts in thousands)	
Definite-Life:				
Customer relationships [1]	10.00	$ 96,000	$ (29,853)	$ 66,147
Non-compete agreements [1]	4.00	2,000	(695)	1,305
Total definite-life		98,000	(30,548)	67,452
Indefinite-Life:				
Trade name [1]	NA	11,500	—	11,500
Total		$ 109,500	$ (30,548)	$ 78,952

There were no accumulated impairment charges as of July 4, 2026 or January 3, 2026 for intangible assets arising from business combinations.

The activity and carrying amounts of the Company's goodwill arising from business combinations were as follows:

	Carrying Amount
	(In thousands)
Balance as of January 3, 2026	$ 67,226
Measurement period adjustments, net, for Disdero business combination [1]	3,075
Balance as of July 4, 2026	$ 70,301

[1] See Note2, *Business Combination*, to these unaudited condensed consolidated financial statements.

There were no goodwill impairment charges recorded in the YTD 2026 period or the YTD 2025 period, and there were no accumulated goodwill impairment balances as of July 4, 2026 or January 3, 2026. Non-cash provisions for the impairment of goodwill and/or other intangible assets could arise in future reporting periods due to sustained and significant changes in circumstances, such as declines in profitability and cash flow due to long-term deterioration in macroeconomic and industry conditions, the loss of key customers, a sustained material decrease in the Company's market capitalization, or other unanticipated events.

5. Revenue Recognition

The following table presents the Company's revenues disaggregated by revenue source. Sales and usage-based taxes are excluded from revenues.

	Fiscal Three Months Ended		Fiscal Six Months Ended	
Product type	**July 4, 2026**	**June 28, 2025**	**July 4, 2026**	**June 28, 2025**
	(In thousands)			
Specialty products	$ 564,140	$ 543,459	$ 1,075,946	$ 1,022,846
Structural products	249,937	236,648	469,280	466,487
Total Net sales	$ 814,077	$ 780,107	$ 1,545,226	$ 1,489,333

The following table presents the Company's revenues disaggregated by sales channel. Warehouse sales are delivered from the Company's warehouses. Reload sales are similar to warehouse sales but are shipped from non-warehouse locations, most of which are operated by third parties, where the Company stores owned products to enhance operating efficiencies. The reload channel is employed primarily to service strategic customers that are less economical to service from Company warehouses, and to distribute large volumes of imported products from port facilities. Direct sales are shipped from the manufacturer to the customer and therefore the Company does not take physical possession of the inventory and, as a result, typically generate lower margins than the warehouse and reload distribution channels. The direct distribution channel requires the lowest amount of committed capital and fixed costs.

	Fiscal Three Months Ended		Fiscal Six Months Ended	
Sales channel	**July 4, 2026**	**June 28, 2025**	**July 4, 2026**	**June 28, 2025**
	(In thousands)			
Warehouse and reload	$ 689,085	$ 639,982	$ 1,297,607	$ 1,221,775
Direct	141,754	155,090	280,236	297,582
Customer discounts and rebates	(16,762)	(14,965)	(32,617)	(30,024)
Total Net sales	$ 814,077	$ 780,107	$ 1,545,226	$ 1,489,333

The Company generally expenses sales commissions when incurred because the amortization period would typically be one year or less. These expenses are recorded within SG&A expense on the Company's consolidated statements of operations.

The Company has made an accounting policy election to treat outbound shipping and handling activities as an SG&A expense. Shipping and handling expenses include amounts related to the administration of the Company's logistical infrastructure, handling of material in its warehouses, and amounts pertaining to the delivery of products to customers, such as fuel and maintenance expenses for mobile fleet, wages for drivers, and third-party freight charges. These expenses were $46.9 million and $41.3 million for Q2 2026 and Q2 2025, respectively, and $90.6 million and $80.8 million for the YTD 2026 period and the YTD 2025 period, respectively.

Performance obligations in contracts with customers generally consist solely of the delivery of goods.

6. Debt and Finance Lease Obligations

As of July 4, 2026 and January 3, 2026, debt and finance lease obligations consisted of the following:

	As of	
	July 4, 2026	**January 3, 2026**
	(In thousands)	
Senior secured notes ("2029 Notes") [(1)]	$ 300,000	$ 300,000
Revolving credit facility [(2)]	—	—
Unamortized debt issuance costs	(1,176)	(1,349)
Unamortized bond discount costs	(1,735)	(1,991)
	297,089	296,660
Finance lease obligations [(3)]	315,954	321,279
Less: current portion of finance lease obligations	21,770	22,348
Total debt and finance leases, net of current portions	$ 591,273	$ 595,591

[(1)] As of July 4, 2026 and January 3, 2026, long-term debt was comprised of $300 million of senior secured notes ("2029 Notes") issued in October 2021 and maturing November 15, 2029. These notes are presented under the Long-term debt caption of the Company's consolidated balance sheets in the net amounts of $297.1 million and $296.7 million as of July 4, 2026 and January 3, 2026, respectively. This balance sheet presentation is net of unamortized discount of $1.7 million and $2.0 million, respectively, and unamortized debt issuance costs of $1.2 million and $1.3 million, respectively, as of July 4, 2026 and January 3, 2026. The 2029 Notes are presented in this table at their face value.

[(2)] No borrowings were outstanding as of July 4, 2026 or January 3, 2026. Available borrowing capacity under the revolving credit facility was $336.8 million and $340.1 million as of July 4, 2026 and January 3, 2026, respectively. The available borrowing capacity reflects undrawn letters of credit.

(3) The Company's finance lease obligations consist of leases related to equipment, vehicles, and real estate, with the majority of those finance leases related to real estate. Amounts on this line include $123.9 million and $124.1 million as of July 4, 2026 and January 3, 2026, respectively, for sale-leasebacks of real estate in fiscal 2019 and fiscal 2020 that did not qualify for sale treatment for accounting purposes. Under these sale-leaseback arrangements, the Company is not entitled to legal ownership of the assets at any time, including at expiration of the arrangements, nor is the Company entitled to purchase the assets at a bargain purchase price. For additional disclosures about the Company's finance lease obligations, see Note 7, *Leases*, to the unaudited condensed consolidated financial statement.

Interest expense, net on the Company's unaudited condensed consolidated statements of operations consisted of the following components:

	Fiscal Three Months Ended		Fiscal Six Months Ended	
	July 4, 2026	June 28, 2025	July 4, 2026	June 28, 2025
	(In thousands)			
Interest expense	$ 12,297	$ 12,640	$ 24,512	$ 24,693
Less: Interest income	2,918	4,183	5,986	9,656
Interest expense, net	$ 9,379	$ 8,457	$ 18,526	$ 15,037

Interest expense for the reporting periods presented in the above table primarily reflects interest expense for the 2029 Notes, interest expense on finance lease obligations, certain ongoing fees for revolving credit facilities that are classified as interest expense, amortization of debt issuance costs for the 2029 Notes and revolving credit facilities, and amortization of original-issue bond discount on the 2029 Notes. Total amortization of debt issuance costs plus bond discount costs was $0.4 million and $0.3 million for Q2 2026 and Q2 2025, respectively, and $0.8 million and $0.7 million for the YTD 2026 period and the YTD 2025 period, respectively.

2029 Notes

Interest expense, excluding fees and amortization of debt issuance costs and bond discount, for the 2029 Notes is accrued by the Company in the amount of $4.5 million for each quarterly fiscal period. Interest is paid semi-annually. The 2029 Notes pay the holders interest at a fixed annual rate of 6.0% through maturity. The 2029 Notes are secured by a first-priority security interest in substantially all of the Company's assets, other than accounts receivables, inventory, deposit accounts, securities accounts, business interruption insurance and other related assets. See Note 12, *Fair Value*, to these unaudited condensed consolidated financial statements for additional information about the 2029 Notes.

Revolving Credit Facility

The Company's revolving credit facility provides for a senior secured revolving loan and letter of credit facility of up to $350 million and also includes a $35 million swing line subfacility and letters of credit in an aggregate amount of up to $30 million and is scheduled to expire on August 27, 2030. Subject to certain conditions and consents, the Company's borrowing entities have the option to increase the facility by an aggregate additional principal amount of up to $300 million which could in the future allow total borrowings of up to $650 million.

If borrowings are outstanding, interest accrues at a rate per annum equal to (i) the then-current Secured Overnight Financing Rate ("SOFR") plus a margin ranging from 1.25% to 1.75%, with the amount of such margin determined based upon the average of the borrowers' excess availability (as defined) for the immediately preceding fiscal quarter or (ii) the administrative agent's base rate plus a margin ranging from 0.25% to 0.75%, with the amount of such margin determined based upon the average of the borrowers' excess availability (as defined) for the immediately preceding fiscal quarter as calculated by the administrative agent.

As of July 4, 2026 and January 3, 2026, there were no outstanding borrowings under the revolving credit facility. During the YTD 2026 period and the YTD 2025 period, the Company incurred no interest expense for its revolving credit facilities since no borrowings were outstanding during those fiscal periods.

The revolving credit facility is a senior secured loan and letter of credit facility that is secured by a security interest in substantially all of the Company's assets (other than real property), including inventories, accounts receivable, and proceeds from those items.

Debt Covenants

The revolving credit facility and the 2029 Notes contain various covenants and restrictions, including customary financial covenants. The Company was in compliance with all such covenants as of July 4, 2026 and January 3, 2026. The Company's right to make draws on the revolving credit facility may be conditioned upon, among other things, compliance with these covenants. These covenants also limit the Company's ability to, among other things: incur additional debt; grant liens on assets; make investments; repurchase stock; pay dividends and make distributions; sell or acquire assets, including certain real estate assets, outside the ordinary course of business; engage in transactions with affiliates; and make fundamental business changes.

7. Leases

Cash flows information related to leases is as follows:

	Fiscal Three Months Ended		Fiscal Six Months Ended	
	July 4, 2026	June 28, 2025	July 4, 2026	June 28, 2025
	(In thousands)			
Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash flows, operating leases	$ 3,247	$ 3,074	$ 6,682	$ 6,007
Operating cash flows, finance leases	$ 6,904	$ 6,980	$ 13,758	$ 13,853
Financing cash flows, finance leases	$ 5,311	$ 3,832	$ 9,879	$ 8,101

Below is a summary of undiscounted finance and operating lease obligations that have initial terms in excess of one year as of July 4, 2026. The table also includes a reconciliation of the future undiscounted cash flows to the present value of the finance and operating lease liabilities included in the unaudited condensed consolidated balance sheet, including options to extend lease terms that are reasonably certain of being exercised.

Fiscal Year:	Operating Leases	Finance Leases
	(In thousands)	
2026 (remainder of fiscal year)	$ 6,194	$ 26,083
2027	12,750	44,529
2028	11,775	44,792
2029	10,386	41,458
2030	8,462	37,444
Thereafter	29,072	443,540
Total lease payments	$ 78,639	$ 637,846
Less: imputed interest	(20,256)	(321,892)
Total	$ 58,383	$ 315,954

8. Share-Based Compensation

The Company incurred stock-based compensation expense of $3.2 million and $2.3 million in Q2 2026 and Q2 2025, respectively, and $6.3 million and $4.9 million in the YTD 2026 period and the YTD 2025 period, respectively.

During the YTD 2026 period, the Company issued new grants of 358,330 restricted stock units ("RSUs") with a weighted-average grant-date fair value per RSU of $50.74. These new RSU grants are scheduled to vest in one year, in three years, or over three years, depending on the terms of each grant, with vesting dependent on service requirements. Certain RSU grants made to members of senior management have an additional two-year holding period after vesting. Each RSU grant issued during the YTD 2026 period will potentially result in the future issuance of one share of the Company's common stock if the vesting conditions are satisfied.

Under the authorization of the 2021 BlueLinx Holdings, Inc. 2021 Long-Term Incentive Plan, 843,091 shares of the Company's common stock remain authorized and available for future issuances of equity-based compensation awards as of July 4, 2026. This availability includes the additional 750,000 shares that were authorized by the Company's stockholders pursuant to approval of an amendment to the plan at the Company's annual meeting of stockholders on May 14, 2026.

9. Commitments and Contingencies

Regulatory Matters

Government and regulatory agencies may have the ability to conduct routine audits and periodic examinations of, and administrative proceedings regarding, the Company's business operations.

As previously disclosed, U.S. Customs gathered initial information from the Company under routine audit procedures, and the information indicated that the Company potentially underpaid import duties in prior periods arising from certain classification discrepancies for products imported into the United States as separately entered shipments. In working with U.S. Customs, the Company has exercised reasonable care to address this matter in an equitable and expeditious manner through the filing of a prior disclosure submission with U.S. Customs. As of July 4, 2026 and January 3, 2026, the Company estimated that it will be required to pay approximately $8.0 million, excluding any interest. This amount is reflected in Other current liabilities on the Company's consolidated balance sheets as of July 4, 2026 and January 3, 2026. See Note 3, *Inventory*, to these unaudited consolidated financial statements for disclosure concerning another matter related to import duties.

In addition, as previously disclosed in prior reporting periods, U.S. Customs issued proposed notices of action to the Company, asking for confirmation that certain plywood products the Company imported into the United States originated from Vietnam as opposed to China. The Company responded to U.S. Customs, and, having reviewed the information provided by the Company, has closed the proposed notice of action signaling the Company's responsibility in the matter has been satisfied and further action is not required.

Matters Regarding Certain Tariffs on Imported Goods

On February 20, 2026, a U.S. Supreme Court ruling invalidated tariffs imposed under the International Emergency Economic Powers Act ("IEEPA") that were not authorized by the U.S. Congress. On April 20, 2026, U.S. Customs disclosed a process to facilitate a phased approach for processing IEEPA tariff refunds. For any potential refunds that may be due to the Company as a result of the February 20, 2026 ruling from the U.S. Supreme Court for tariffs levied under IEEPA, the Company's current accounting policy is to account for any such tariff refunds by applying the gain contingency accounting model. Accordingly, the Company will recognize any IEEPA tariff refund when it becomes realized or realizable. The Company began receiving IEEPA cash refunds during Q2 2026 for tariffs the Company paid in 2025 and early 2026, and through July 4, 2026 the Company has received IEEPA cash refunds of $7.2 million. This amount is reflected as a reduction of Cost of products sold on the Company's consolidated statements of operations for Q2 2026 and the YTD 2026 period since substantially all of the related inventory has been sold as of that date.

Uncertainty continues to exist regarding current and future tariffs. Following the U.S. Supreme Court ruling of February 20, 2026, the U.S. government imposed separate tariffs prospectively under the Trade Act of 1974, which were subsequently struck down by an order of the U.S. Court of International Trade ("CIT"). This CIT order has been appealed by the executive branch of the U.S. government.

Environmental Matters

From time to time, the Company may be involved in proceedings involving various environmental and pollution control laws and regulations in the jurisdictions in which it operates. When the Company believes it has material financial exposure to these matters, it estimates and recognizes adequate liabilities and, if applicable, also timely records any expected recoveries from insurance coverages or subrogation in accordance with GAAP. Such liabilities, when recorded, may or may not be discounted, as required or permitted by GAAP. Based on presently available information, the Company had no material obligations for environmental matters as of July 4, 2026 or January 3, 2026.

Collective Bargaining Agreements

Approximately 21% of the Company's employees are represented by various local labor unions with terms and conditions of employment governed by collective bargaining agreements ("CBAs"). As of July 4, 2026 three CBA covering approximately 2.0 percent of the Company's employees are up for renewal during the remainder of fiscal 2026.

10. Income Taxes

Effective Income Tax Rates

For fiscal 2026, the Company currently estimates that its annual effective income tax rate will be approximately 35%, excluding discrete items. This estimate reflects nondeductible items and includes certain franchise taxes that are classified as income taxes under the provisions of ASC 740, *Income Taxes*. The Company recognized an income tax provision of $4.8 million and $4.5 million for Q2 2026 and the YTD 2026 period, respectively, resulting in effective income tax rates of 42.9% and 47.4%, respectively, that reflect discrete items.

For Q2 2025 and the YTD 2025 period, the Company realized income tax expense of $2.3 million and $3.6, respectively, resulting in effective income tax rates of 34.5% and 33.6%, respectively, that reflect discrete items.

The Company's effective income tax rates for both fiscal periods were impacted by the permanent addback to taxable income of certain nondeductible expenses, including meals and entertainment and certain employee compensation, as well as excess tax benefits or expenses realized from settlements of share-based compensation grants. The Company's effective income tax rates will differ from the statutory rates by such items.

11. Earnings Per Share and Stockholders' Equity

The Company calculates basic earnings per share by dividing net income for the period by the weighted average number of shares of common stock outstanding for the period. For rounding purposes when calculating earnings per share, the Company's policy is to round down to the whole cent.

Diluted earnings per share are calculated using the treasury stock method whereby net income for the period is divided by the weighted average number of shares of common stock outstanding for the period plus the dilutive effect, if any, of shares of stock associated with unvested share-based grants. However, for performance-based share-based grants, the dilutive effect is included only for grants where the performance goals have been achieved.

The reconciliation of basic to diluted weighted average common shares outstanding and the calculations for basic earnings per share and diluted earnings per share were as follows for the respective reporting periods:

	Fiscal Three Months Ended		**Fiscal Six Months Ended**	
	July 4, 2026	**June 28, 2025**	**July 4, 2026**	**June 28, 2025**
Net income (*in thousands*)	$ 6,406	$ 4,310	$ 4,948	$ 7,115
Weighted average common shares outstanding - Basic	7,810,696	7,935,268	7,835,916	8,095,741
Dilutive effect of share-based awards	48,539	41,754	67,496	60,985
Weighted average common shares outstanding - Diluted	7,859,235	7,977,022	7,903,412	8,156,726
Basic earnings per share	$ 0.82	$ 0.54	$ 0.63	$ 0.87
Diluted earnings per share	$ 0.81	$ 0.54	$ 0.62	$ 0.87

Weighted-average unvested restricted stock units ("RSUs") totaling 132,252 and 122,983 for Q2 2026 and Q2 2025, respectively, and 120,425 and 43,471 for the YTD 2026 period and the YTD 2025 period, respectively, were not included in the dilutive effect of share-based awards for the respective periods because their effects were antidilutive. Additionally, as of July 4, 2026 and June 28, 2025, a total of 35,529 and 119,630, respectively, of unvested performance-based RSUs were outstanding but were not evaluated for potential dilution because their performance metrics had not been achieved as of the end of the respective reporting periods.

Repurchases of Common Stock

On October 31, 2023, the Company's Board of Directors announced a share repurchase program for $100 million. During Q2 2026 and the YTD 2026 period, the Company repurchased 36,749 shares and 95,800 shares, respectively, of its common stock at a weighted-average price of $54.46 and $52.22, respectively, including broker commissions but excluding federal excise tax on the repurchases, for a total of $2.0 million and $5.0 million, respectively. These amounts are based on trade date activity, while the amounts reported on the Company's consolidated statements of cash flows for share repurchases are based on settlement date activity. As of July 4, 2026, there remained approximately $3.7 million repurchase capacity under the authorization approved October 31, 2023.

On July 29, 2025, the Company's Board of Directors announced a new share repurchase program for $50 million. The 2025 authorization may be used after exhaustion of the 2023 authorization.

Under its share repurchase programs, the Company may repurchase its common stock from time to time, without prior notice, subject to prevailing market conditions and other considerations. Repurchases may be made through a variety of methods, which may include open market purchases, privately negotiated transactions, accelerated share repurchase programs, tender offers or pursuant to a trading plan that may be adopted in accordance with the Securities and Exchange Commission Rule 10b5-1.

12. Fair Value

As of July 4, 2026 and January 3, 2026, the Company had no assets or liabilities for which the carrying value is remeasured to fair value at the end of each reporting period. The Company has not elected the fair value reporting option for any of its financial instruments.

Fair Value Disclosures

The fair value of cash, cash equivalents, accounts receivable, accounts payable and accrued liabilities, to the extent the underlying liability will be settled in cash, approximates the carrying values because of the short-term nature of these instruments.

Debt

The estimated fair value of the Company's $300 million 2029 Notes was determined based on Level 2 input using observable market prices in less active markets, as presented below:

	As of			
	July 4, 2026		January 3, 2026	
	Carrying Value[(1)]	Fair Value	Carrying Value[(1)]	Fair Value
	(In thousands)			
2029 Notes	$ 297,089	$ 295,454	$ 296,660	$ 295,594

[(1)] The $300 million obligation for the 2029 Notes is presented on the Company's consolidated balance sheets net of unamortized debt issuance costs and discount totaling $2.9 million and $3.3 million as of July 4, 2026 and January 3, 2026, respectively. Periodic amortization of the issuance costs and discount each reporting period causes the carrying value of the 2029 Notes to gradually increase to the $300 million maturity amount scheduled for November 15, 2029. See Note 6, *Debt and Finance Lease Obligations,* to these unaudited condensed consolidated financial statements.

There were no borrowings outstanding under the Company's revolving credit facilities during the YTD 2026 period or during fiscal 2025.

13. Segment Reporting

The Company has one reportable segment: building products. The segment sells building products that are grouped into two primary product categories: specialty products and structural products. The Company's chief operating decision maker ("CODM"), as that term is defined under U.S. GAAP, is its chief executive officer (CEO). The Company derives substantially all of its revenues from the United States and all of the Company's assets are located in the United States. The measure of segment assets is reported on the Company's balance sheet as total consolidated assets. The segment's accounting policies are the same as the accounting policies for the Company, as described in Note 1, *Summary of Significant Accounting Policies,* in

Part II, Item 8 of the Company's 2025 Form 10-K.

The CODM's method under GAAP used to assess performance and allocate resources is based on Net income as reported on the Company's consolidated statement of operations. The CODM uses Net income to evaluate income generated from segment assets (return on assets) in deciding whether to reinvest profits into the building products segment or into other business matters, such as acquisitions or repurchases of portions of the Company's outstanding common stock. The following table presents information about Net income and significant expenses that are regularly reviewed by the Company's CODM:

	Fiscal Three Months Ended		Fiscal Six Months Ended	
	July 4, 2026	June 28, 2025	July 4, 2026	June 28, 2025
	(In thousands)			
Net sales	$ 814,077	$ 780,107	$ 1,545,226	$ 1,489,333
Expenses:				
Cost of specialty products sold	451,561	443,177	870,800	832,786
Cost of structural products sold	222,809	217,241	418,322	425,729
SG&A - delivery and logistics	46,945	41,343	90,571	80,781
SG&A - sales	19,337	18,519	37,527	36,276
SG&A - all other	41,089	35,403	75,477	72,301
Depreciation of property and equipment	9,816	8,836	19,700	17,437
Amortization of definite-lived intangible assets	1,657	954	3,747	1,907
Realization of deferred gains on real estate	(983)	(983)	(1,967)	(1,967)
Interest expense	12,297	12,640	24,512	24,693
Interest income	(2,918)	(4,183)	(5,986)	(9,656)
Other operating, net [1]	1,243	582	3,118	(1,676)
Provision for income taxes	4,818	2,268	4,457	3,607
Total segment expenses	807,671	775,797	1,540,278	1,482,218
Segment net income	6,406	4,310	4,948	7,115
Reconciliation of profit or loss:				
Adjustments and reconciling items	—	—	—	—
Consolidated net income	$ 6,406	$ 4,310	$ 4,948	$ 7,115

[1] For Q2 2026 and the YTD 2026 period, the $1.2 million and $3.1 million is composed mainly of professional services fees related to our business and digital transformation initiatives. During the first quarter of fiscal 2025, the Company settled certain of the initial insurance claims related to property and equipment that was damaged or destroyed at its Erwin, Tennessee owned facility in 2024 by Hurricane Helene. The Company received insurance proceeds in the fiscal first quarter of 2025 that exceeded the carrying values of the damaged or destroyed property and equipment by $2.4 million and this amount is included in Other operating, net on the Company's unaudited condensed consolidated statement of operations for the YTD 2025 period.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Cautionary Statement Concerning Forward-Looking Statements

This Quarterly Report on Form 10-Q ("Quarterly Report" or "Form 10-Q") contains forward-looking statements. Forward-looking statements include, without limitation, any statements that predict, forecast, indicate or imply future results, performance, liquidity levels or achievements, and may contain the words "believe," "anticipate," "could," "expect," "estimate," "intend," "may," "project," "plan," "should," "will," "will be," "will likely continue," "will likely result," "would," or words or phrases of similar meaning. Forward-looking statements are based on estimates and assumptions made by our management that, although believed by us to be reasonable, are inherently uncertain. Forward-looking statements involve risks and uncertainties that may cause our business, strategy, or actual results to differ materially from the forward-looking statements. The forward-looking statements in this report include, without limitation, statements about anticipated effects of adopting certain accounting standards; estimated future annual amortization expense; estimates made in connection with revenue recognition; the expected outcome of legal proceedings; the expected outcome of government and regulatory proceedings; industry conditions; seasonality; liquidity and capital resources; our confidence in the Company's long-term growth strategy; our areas of focus and management initiatives, including our business and digital transformation initiatives, and the success thereof; our plans and ability to enhance our facilities, fleet, and technology hardware; our ability to manage increases in fuel and other energy prices; the demand outlook for construction materials and expectations regarding new home construction, repair and remodel activity and continued investment in existing and new homes; our positioning for long-term value creation; our efforts and ability to generate profitable growth; our ability to increase net sales in specialty product categories; our ability to generate profits and cash from sales of specialty products; our ability to successfully integrate the operations of Disdero, including our ability to strengthen and expand our premium specialty product offerings; or ability to effectively manage inventory; our ability to manage our lease commitments; our ability to negotiate collective bargaining agreements; our multi-year capital allocation plans; our ability to manage volatility in wood-based commodities; our improvement in execution and productivity; our efforts and ability to maintain a disciplined capital structure and capital allocation strategy; our ability to maintain a strong balance sheet; our ability to focus on operating improvement initiatives and commercial excellence; and whether or not the Company will continue any share repurchases.

These risks and uncertainties also include those discussed under the heading "*Risk Factors*" in Part I, Item 1A of our 2025 Form 10-K, as supplemented by the risk factors disclosed in Part II, Item1A, "Risk Factors" in our Quarterly Report on Form 10-Q for the Quarterly Period ended April 4, 2026, and those risks and uncertainties discussed elsewhere in this Form 10-Q, and in future reports that we file with the SEC.

We operate in a changing environment in which new risks can emerge from time to time. It is not possible for management to predict all of these risks, nor can it assess the extent to which any factor, or a combination of factors, may cause our business, strategy, or actual results to differ materially from those contained in forward-looking statements. Given these risks and uncertainties, we caution you not to place undue reliance on forward-looking statements. We expressly disclaim any obligation to update or revise any forward-looking statement as a result of new information, future events or otherwise, except as required by law.

The following discussion should be read in conjunction with our consolidated financial statements and related notes and other financial information included in this Form 10-Q and in our 2025 Form 10-K.

In addition to historical information, the following discussion and other parts of this Form 10-Q contain forward-looking information that involves risks and uncertainties. Our actual results could differ materially from those anticipated by this forward-looking information due to the factors discussed under Part I, Item 1A, Risk Factors, in our 2025 Form 10-K, as supplemented by the factors discussed in Part II, Item 1A, Risk Factors, in our Form 10-Q for the Quarterly Period ended April 4, 2026.

Our Strategy

We remain committed to driving a culture of profitable growth within new and existing product lines and geographies, while positioning the Company for long-term value creation. The following initiatives represent key areas of our management team's focus:

1. **Grow our higher-margin specialty product categories.** We continue to pursue a revenue mix weighted towards higher-margin, specialty product categories such as engineered wood products, siding, millwork, outdoor living products, specialty lumber and panels, and industrial products. Additionally, we are expanding our value-added service

offerings designed to simplify complex customer sourcing requirements. Our acquisition of Disdero in the fourth quarter of fiscal 2025 enhanced our revenue mix by adding a significant number of new lines of premium specialty building materials, including decking, trim, flooring, paneling, posts, timbers, siding, and stepping, to our product offerings.

2. **Increase share gain in local and national markets.** We continue to pursue multi-family project growth, expand our product lines with key national accounts, expand branded product lines into new geographic markets, and launch new product lines. With our expanded product categories, and our strategic vendor relationships, we seek to be a better extension of our customers' business in a scalable way.

3. **Foster a performance-driven culture committed to business excellence and profitable growth to be the provider of choice for both suppliers and customers.** We seek to improve the customer experience through enhanced tools, value-added services, and technology enablement, accelerating organic growth within specific product and solutions offerings where we are uniquely advantaged; increase our performance by leveraging our scale and national footprint together with pricing, operational and procurement capabilities, and deploy capital to drive sustained margin expansion, grow cash flow and maintain continued profitable growth.

4. **Maintain a disciplined capital structure and pursue strategic investments that increase the value of our Company.** We continue to strategically target acquisition opportunities that grow our higher-margin specialty products business, expand our geographic reach, or complement our existing capabilities. We also continue to evaluate and identify additional markets that are potential opportunities for new market development. We further seek to maintain a disciplined capital structure while at the same time investing in our business to modernize our distribution facilities, as well as our tractor and trailer fleet, and to improve operational performance. During the fiscal six months ended July 4, 2026, we:

    - Added property & equipment consisting of purchased assets totaling $5.5 million plus assets obtained through finance leases totaling $4.6 million. In addition, we recognized right-of use assets totaling $6.4 million related to operating leases. These additions were used primarily to enhance our facilities, fleet, and technology hardware.
    - Returned capital of $5.0 million to our shareholders by using cash to purchase 95,800 shares of our common stock at an average price of $52.19, excluding broker commissions and excise tax.

Business and Digital Transformation

We have initiated a series of business and digital transformation actions focused on redesigning and optimizing key elements of our operating model to improve efficiency, execution, and operating leverage. These actions include business process-driven initiatives and targeted digital investments intended to simplify operations, reduce complexity, and increase consistency across the enterprise. We have focused on improving organizational efficiency across corporate functions and field operations through process redesign, role clarity, increased standardization, and productivity improvements. In parallel, we are modernizing our logistics and commercial operating capabilities, including the implementation of an enterprise transportation management platform and the use of advanced analytics and artificial intelligence to enhance decision-making, support optimization across pricing, procurement, and logistics, and improve inventory management and collections efficiency. Collectively, these actions are intended to improve execution consistency, enhance margin performance, strengthen operating leverage, and improve our ability to perform across cyclical market conditions.

Our Culture and Values

Our culture is guided by our values:

- ***Customer Centric -*** We put our customers first, so we are customer centric in all that we do.
- ***Integrity*** - We act with integrity, because doing the right thing is critical to our success.
- ***Respect*** - We treat everyone with dignity and respect.
- ***Grit*** - We show grit in the face of changing landscapes.
- ***Collaboration*** - We collaborate with each other and our customers to build great teams and construct innovative solutions.

Acquisition of Disdero

During the fourth quarter of fiscal 2025, we acquired Disdero Lumber Co. LLC ("Disdero"), a value-added distributor focusing on premium specialty building materials, including decking, trim, flooring, paneling, posts, timbers, siding, and stepping. Disdero's products are used primarily in the construction of high-end, custom homes and decks, as well as upscale multi-family residential and commercial projects. The acquisition of Disdero was funded with cash on hand. Disdero is based near Portland, Oregon and began operations in 1953. We expect the acquisition of Disdero to strengthen and expand our offerings for premium specialty products, which typically have higher profit margins, and increase our market penetration in the Pacific Northwest. We plan to operate Disdero under its established brand name for the foreseeable future.

Factors That Affect Our Operating Results and Trends

Our results of operations and financial performance are influenced by a variety of factors, including the following: adverse housing market conditions, including but not limited to housing starts, construction labor shortages, repair and remodel activity and commercial construction, foreclosure rates, interest rates, unemployment rates and job and wage growth rates, consumer debt levels, tightened availability or affordability of homeowner insurance coverage, and mortgage availability and pricing, as well as other consumer financing mechanisms, that ultimately affect demand for our products; consolidation among competitors, suppliers, and customers; escalating changes in retaliatory trade policies of the United States and other countries; disintermediation risk; our dependence on international suppliers and manufacturers for certain products and related exposure to risks of new or increased tariffs and other risks that could affect our financial condition; pricing and product cost variability; volumes of product sold; competition; the cyclical nature of the industry in which we operate; loss of products or key suppliers and manufacturers; information technology security risks and business interruption risks; effective inventory management relative to our sales volume or the prices of the products we produce; acquisitions and the integration and completion of such acquisitions; the success of management initiatives, including our business and digital transformation initiatives; the ability to attract, train, and retain highly qualified associates and other key personnel while controlling related labor costs; artificial intelligence cost increases; home center distribution disruption; business disruptions; exposure to liability, including product liability and other claims and legal proceedings related to our business, employee injuries, workers compensation claims, and the products we distribute; natural disasters, catastrophes, fire, wars or other unexpected events; the impacts of climate change; successful implementation of our strategy; wage increases or work stoppages by our union employees; costs imposed by federal, state, local, and other regulations; compliance costs associated with federal, state, and local environmental protection laws; changes in governmental rules and regulations or interpretations thereof; fluctuations in our operating results; our level of indebtedness and our ability to incur additional debt to fund future needs; the covenants of the instruments governing our indebtedness limiting the discretion of our management in operating the business; the potential to incur more debt; the fact that we have consummated certain sale leaseback transactions with resulting long-term non-cancelable leases, many of which are or will be finance leases; the fact that we lease many of our distribution centers, and we would still be obligated under these leases even if we close a leased distribution center; inability to raise funds necessary to finance a required repurchase of our senior secured notes; a lowering or withdrawal of debt ratings; changes in our product mix; increases in fuel and other energy prices, including as a result of disruptions in international shipping of oil and gas through the Strait of Hormuz and the ongoing conflicts in the Middle East and Ukraine, or availability of third part freight providers; geopolitical risks, such as acts of war or terrorism or political or civil unrest; changes in insurance-related deductible/retention liabilities based on actual loss development experience; the possibility that the value of our deferred tax assets could become impaired; changes in our expected annual effective tax rate could be volatile; the costs and liabilities related to our participation in multi-employer pension plans could increase; the risk that our cash flows and capital resources may be insufficient to service our existing or future indebtedness; interest rate risk, which could cause our debt service obligations to increase; the effects of epidemic, global pandemics or otherwise widespread public health crises; and changes in, or interpretation of, accounting principles. These factors, and the related trends and uncertainties, have historically produced cyclicality in our results of operations, and we expect this cyclicality to continue in future periods.

For more information on the risk factors impacting our business, refer to Part I, Item 1A, *Risk Factors,* in our 2025 Form 10-K, as supplemented by Part II, Item 1A, *Risk Factors*, in our Form 10-Q for the quarterly period ended April 4, 2026.

Results of Operations

Our results of operations for the fiscal three months ended July 4, 2026 (“Q2 2026” or “current quarter”) and for the fiscal three months ended June 28, 2025 (“Q2 2025” or “prior quarter”) were as follows:

	Fiscal Three Months Ended July 4, 2026	% of Net Sales	Fiscal Three Months Ended June 28, 2025	% of Net Sales
	($ amounts in thousands)			
Net sales	$ 814,077		$ 780,107	
Gross profit	139,707	17.2%	119,689	15.3%
Less:				
Selling, general, and administrative	107,371	13.2%	95,265	12.2%
Depreciation and amortization	11,473	1.4%	9,790	1.3%
Realization of deferred gains on real estate	(983)	(0.1)%	(983)	(0.1)%
Other operating, net	1,243	0.2%	582	0.1%
Operating income	20,603	2.5%	15,035	1.9%
Interest expense, net	9,379	1.2%	8,457	1.1%
Income before provision for income taxes	11,224	1.4%	6,578	0.8%
Provision for income taxes	4,818	0.6%	2,268	0.3%
Net income	$ 6,406	0.8%	$ 4,310	0.6%

Our results of operations for the fiscal six months ended July 4, 2026 (“YTD 2026 period” or “current YTD period”) and for the fiscal six months ended June 28, 2025 (“YTD 2025 period” or “prior YTD period”) were as follows:

	Fiscal Six Months Ended July 4, 2026	% of Net Sales	Fiscal Six Months Ended June 28, 2025	% of Net Sales
	($ amounts in thousands)			
Net sales	$ 1,545,226		$ 1,489,333	
Gross profit	256,104	16.6%	230,818	15.5%
Less:				
Selling, general, and administrative	203,575	13.2%	189,358	12.7%
Depreciation and amortization	23,447	1.5%	19,344	1.3%
Realization of deferred gains on real estate	(1,967)	(0.1)%	(1,967)	(0.1)%
Other operating, net	3,118	0.2%	(1,676)	(0.1)%
Operating income	27,931	1.8%	25,759	1.7%
Interest expense, net	18,526	1.2%	15,037	1.0%
Income before provision for income taxes	9,405	0.6%	10,722	0.7%
Provision for income taxes	4,457	0.3%	3,607	0.2%
Net income	$ 4,948	0.3%	$ 7,115	0.5%

The following table sets forth Net sales by product category and percentage of total Net sales by product category:

	Fiscal Three Months Ended				Fiscal Six Months Ended			
	July 4, 2026		June 28, 2025		July 4, 2026		June 28, 2025	
Net sales:	($ amounts in thousands)							
Specialty products	$ 564,140	69 %	$ 543,459	70 %	$ 1,075,946	70 %	$ 1,022,846	69 %
Structural products	249,937	31 %	236,648	30 %	469,280	30 %	466,487	31 %
Total Net sales	$ 814,077	100 %	$ 780,107	100 %	$ 1,545,226	100 %	$ 1,489,333	100 %

The following table sets forth Gross profit, the percentage of total Gross profit earned by product category, and gross margin percentages by product category:

	Fiscal Three Months Ended				Fiscal Six Months Ended			
	July 4, 2026		June 28, 2025		July 4, 2026		June 28, 2025	
Gross profit:	($ amounts in thousands)							
Specialty products	$ 112,579	81 %	$ 100,282	84 %	$ 205,146	80 %	$ 190,060	82 %
Structural products	27,128	19 %	19,407	16 %	50,958	20 %	40,758	18 %
Total Gross profit	$ 139,707	100 %	$ 119,689	100 %	$ 256,104	100 %	$ 230,818	100 %
Gross margin %:								
Specialty products	20.0%		18.5%		19.1%		18.6%	
Structural products	10.9%		8.2%		10.9%		8.7%	
Company gross margin %	17.2%		15.3%		16.6%		15.5%	

Fiscal Second Quarter of 2026 Compared to Fiscal Second Quarter of 2025

For Q2 2026, the Company's Net sales were $814.1 million, an increase of $34.0 million, or 4.4%, compared to Q2 2025.
- The $34.0 million increase was attributable to both specialty products and structural products.
- Q2 2026 included the Net sales for Disdero. We acquired Disdero in fourth quarter of fiscal 2025.
- Approximately 69% and 70% of the Company's Net sales in Q2 2026 and Q2 2025, respectively, were generated by specialty products.

The Company's Gross profit for Q2 2026 increased by $20.0 million, or 16.7%, to $139.7 million from $119.7 million in Q2 2025.
- The increase in the Company's Gross profit was attributable to both specialty products and structural products.
- Q2 2026 includes the results of Disdero, which contributed to Gross profit for the Company and specialty products.
- Approximately 81% of the Company's Gross profit was generated by specialty products in Q2 2026, compared to 84% in Q2 2025.
- The Company's Cost of products sold for Q2 2026 included a benefit of $7.2 million for IEEPA tariff refunds. See Note 9, *Commitments and Contingencies,* to the accompanying unaudited condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.
- Gross profit and gross margin also benefited from our business and digital transformation efforts.
- The Company's gross margin increased 190 basis points from 15.3% to 17.2% in Q2 2026, with both specialty products and structural products contributing to the increase. Disdero also increased the Company's gross margin in the current quarter. The import duty-related item described above increased the Company's gross margin by 90 basis points for Q2 2026.

Specialty products - Net sales of specialty products, which include product types such as engineered wood, siding, millwork, outdoor living, specialty lumber and panels, and industrial products, increased by $20.7 million, or 3.8%, to $564.1 million in Q2 2026 compared to Q2 2025.
- The overall increase in Net sales for specialty products in the current quarter was due primarily to higher pricing for most key product types and the positive impact of Disdero, partially offset by volume declines for most product types. The increase in pricing was in response to price increases from key vendors and inflationary impacts on the cost of operating our business.
- Specialty products' Gross profit increased by $12.3 million, or 12.3%, to $112.6 million in Q2 2026 compared to Q2 2025. This increase in Gross profit for specialty products was primarily due to Disdero and the aforementioned $7.2 million of IEEPA tariff refunds.
- Specialty products' gross margin increased by 150 basis points to 20.0% in Q2 2026 compared to 18.5% in Q2 2025. This increase was primarily due to Disdero and the aforementioned import duty-related item which increased the gross margin for specialty products by 130 basis points in Q2 2026.

Structural products - Net sales of structural products, which include product types such as lumber, panels (including plywood and oriented strand board), rebar, and remesh, increased by $13.3 million, or 5.6%, to $249.9 million in Q2 2026 compared to $236.6 million in Q2 2025.
- The overall increase in Net sales for structural products in the current quarter was due to increases in pricing and volumes for lumber, partially offset by volume declines in panels.
- Compared to Q2 2025, average commodity prices in U.S. markets for Q2 2026 were up approximately 9% for lumber and flat for panels.
- Structural products' Gross profit increased overall by $7.7 million, or 39.8%, to $27.1 million in Q2 2026 from $19.4 million in Q2 2025 due to primarily to price and volume increases for lumber.
- Structural products' gross margin for Q2 2026 was 10.9% compared to 8.2% in Q2 2025 due to margin expansion for both lumber and panels.

Our Selling, general, and administrative ("SG&A") expenses increased by $12.1 million, or 12.7% in Q2 2026 compared to Q2 2025. This overall increase in the current quarter was due primarily to Disdero, fuel expenses, third-party freight expenses, and employee-related expenses.

Depreciation and amortization expense increased by $1.7 million, or 17.2% in Q2 2026 compared to Q2 2025 due to a higher base of depreciable assets, including facility improvements, fleet enhancements, and technology upgrades, and finite-lived intangible assets from the Disdero acquisition. Our depreciation expense includes depreciation for owned assets and assets under finance leases.

Other operating, net for Q2 2026 was a net expense of $1.2 million and was composed mainly of professional services fees related to our business and digital transformation initiatives.

Interest expense, net, which includes gross interest expense less gross interest income, was $9.4 million and $8.5 million in Q2 2026 and Q2 2025, respectively, resulting in an increase in net interest expense of $0.9 million in the current quarter.

- Gross interest expense was $12.3 million and $12.6 million in Q2 2026 and Q2 2025, respectively.
- Gross interest income was $2.9 million and $4.2 million for Q2 2026 and Q2 2025, respectively. This decrease in the current quarter was due primarily to lower average balances for interest-bearing deposits of cash/cash equivalents and due to lower interest rates paid on those deposits in the current quarter.

For fiscal 2026, we currently estimate that our annual effective income tax rate will be approximately 35%, excluding discrete items. This estimate reflects nondeductible items and includes certain franchise taxes that are classified as income taxes under the provisions of ASC 740, *Income Taxes*. We recognized an income tax provision of $4.8 million for Q2 2026, resulting in an effective income tax rate of 42.9% that reflects discrete items. For Q2 2025, we recognized income tax expense of $2.3 million, resulting in an effective income tax rate of 34.5% for the quarter. The effective income tax rates for both quarterly fiscal periods were impacted by the permanent addback to taxable income of certain nondeductible expenses, including meals and entertainment and certain employee compensation, as well as excess tax benefits or expenses realized from settlements of share-based compensation grants. The Company's effective income tax rates will differ from the statutory rates by such items.

Our Net income for Q2 2026 was $6.4 million, or $0.81 earnings per diluted share, versus $4.3 million, or $0.54 per diluted share, for Q2 2025. These increases in the current period were due primarily to the factors previously discussed in this comparison of Q2 2026 to Q2 2025.

First Six Months of Fiscal 2026 Compared to First Six Months of Fiscal 2025

For the YTD 2026 period, the Company's Net sales were $1.55 billion, an increase of $55.9 million, or 3.8%, compared to Net sales of $1.49 billion in the YTD 2025 period.
- The increase in Net sales in the current YTD period was attributable to both specialty products and structural products.
- The YTD 2026 period included Net sales for Disdero. We acquired Disdero in fourth quarter of fiscal 2025.
- Approximately 70% of the Company's Net sales in the YTD 2026 period were generated by specialty products, compared to approximately 69% in the YTD 2025 period.

The Company's Gross profit for the YTD 2026 period increased by $25.3 million, or 11.0%, to $256.1 million from $230.8 million in the YTD 2025 period.
- This increase in the Company's Gross profit in the YTD 2026 period was attributable to both specialty products and structural products.
- The YTD 2026 period includes the results of Disdero, which contributed to Gross profit for the Company and specialty products.
- Approximately 80% and 82% of the Company's Gross profit was generated by specialty products in the YTD 2026 period and the YTD 2025 period, respectively.
- The Company's gross margin was 16.6% for the YTD 2026 period, an increase from the 15.5% for the YTD 2025 period. Both specialty products and structural products contributed to this increase. The import duty-related items noted below increased the Company's gross margin by 50 basis points and 20 basis points for the YTD 2026 period and the YTD 2025 period, respectively.
- Gross profit and gross margin also benefited from our business and digital transformation efforts.
- We benefited in the YTD 2026 period and in the YTD 2025 period by $7.2 million and $2.4 million, respectively, for import duty-related items. These items reduced the Company's Cost of products sold and benefited the results of specialty products for the respective periods. For the YTD 2026 period import duty-related item, see Note 9, *Commitments and Contingencies*, and for the YTD 2025 period import duty-related item, see Note 3, *Inventory*, to the accompanying unaudited condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Specialty products - Net sales of specialty products, which include product types such as engineered wood, siding, millwork, outdoor living, specialty lumber and panels, and industrial products, increased by $53.1 million, or 5.2%, to $1.08 billion in the YTD 2026 period.
- The increase in Net sales for specialty products in the YTD 2026 period was due to overall higher pricing and the inclusion of the Net Sales of Disdero. The increase in pricing was in response to price increases from key vendors and the inflationary impacts on the cost of operating our business.

- Specialty products' Gross profit increased by $15.1 million, or 7.9%, to $205.1 million in the YTD 2026 period compared to the YTD 2025 period due primarily to inclusion of Disdero's results and the import duty-related items noted above.
- Specialty products' gross margin increased 50 basis points to 19.1% for the YTD 2026 period compared to 18.6% in the YTD 2025 period, due primarily to the import duty-related item noted above and the inclusion of Disdero's results, partially offset by variability in customer discounts and vendor rebates.
- The net impacts of the aforementioned import duty-related items increased specialty products gross margin by 70 basis points and 30 basis points for the YTD 2026 period and the YTD 2025 period, respectively.

Structural products - Net sales of structural products, which include product types such as lumber, plywood, oriented strand board, rebar, and remesh, increased by $2.8 million to $469.3 million in the YTD 2026 period.

- The overall increase in Net sales for structural products was due primarily to price and volume increases for lumber, partially offset by price and volume declines for panels.
- Compared to the YTD 2025 period, average commodity prices in U.S. markets during the YTD 2026 period for lumber were up 3.0% and down 8.0% for panels.
- Gross profit for structural products increased by $10.2 million, or 25.0%, to $51.0 million from $40.8 million in the YTD 2025 period due primarily to higher pricing and volume for lumber, partially offset by pricing and volume declines for panels.
- Structural products' gross margin for the YTD 2026 period was 10.9%, an increase from 8.7% in the YTD 2025 period due primarily due to margin expansion for lumber and panels.

Our SG&A expenses in the YTD 2026 period increased by $14.2 million, or 7.5%, compared to the YTD 2025 period. This overall increase was due primarily to Disdero, third-party freight expenses, and employee-related expenses.

Depreciation and amortization expense increased by $4.1 million, or 21.2% in the YTD 2026 period compared to the YTD 2025 period due to a higher base of depreciable assets, including facility improvements, fleet enhancements, and technology upgrades, and finite-lived intangible assets from the Disdero acquisition. Our depreciation expense includes depreciation for owned assets and assets under finance leases.

Other operating, net declined by $4.8 million compared to the YTD 2025 period. For the YTD 2026 period, the net expense is composed mainly of professional services fees related to our business and digital transformation initiatives. For the YTD 2025 period, the net credit was primarily due to initial settlements of certain insurance claims related to property and equipment that were damaged or destroyed at our Erwin, Tennessee owned facility in late third quarter of fiscal 2024 due to Hurricane Helene. We received insurance proceeds that exceeded the carrying values of the damaged or destroyed property and equipment by $2.4 million.

Interest expense, net, which includes gross interest expense less interest income, increased by $3.5 million in the YTD 2026 period compared to the YTD 2025 period.

- Gross interest expense was $24.5 million and $24.7 million in the YTD 2026 period and the YTD 2025 period, respectively.
- Gross interest income was $6.0 million and $9.7 million in the YTD 2026 period and the YTD 2025 period, respectively. This decrease in the YTD 2026 period was due to lower average balances for interest-bearing deposits of cash/cash equivalents and due to lower interest rates paid on those deposits in the current YTD period.

For fiscal 2026, we currently estimate our annual effective income tax rate to be approximately 35%, excluding discrete items. Our effective income tax rates were 47.4% and 33.6% for the YTD 2026 period and the YTD 2025 period, respectively. Our effective income tax rates for both year-to-date periods were impacted by the permanent addback of certain nondeductible expenses, including meals and entertainment and certain employee compensation, as well as excess tax benefits or expenses realized from settlements of share-based compensation grants.

Our net income for the YTD 2026 period was $4.9 million, or $0.62 per diluted share, versus $7.1 million, or $0.87 per diluted share, in the YTD 2025 period. Our net income for the YTD 2026 period decreased due primarily to the factors that were previously discussed in this comparison of the YTD 2026 period to the YTD 2025 period.

Liquidity and Capital Resources

We expect our primary sources of liquidity to be cash flows from sales and operating activities in the normal course of our operations, cash and cash equivalents on hand, and availability from our revolving credit facility, as needed. We expect that these sources will be sufficient to fund our ongoing cash requirements for at least the next 12 months and into the foreseeable future. As of July 4, 2026, we had $318 million of cash and cash equivalents plus $336.8 million of availability on our revolving credit facility.

Senior Secured Notes

We have $300 million of 6.0% senior secured notes due 2029 (the "2029 Notes") outstanding. Interest is payable semi-annually. Our 2029 Notes are scheduled to mature on November 15, 2029, and no principal is due until that time as long as we remain in compliance with the related covenants. As of July 4, 2026, we were in compliance with these covenants.

Interest payments of $9.0 million for the 2029 Notes are due twice in each calendar year, in May and in November.

Revolving Credit Facility

Our revolving credit facility is scheduled to mature on August 27, 2030. Currently, the maximum borrowing capacity under the revolving credit facility is $350 million and it also includes a $35 million swing line subfacility and letters of credit in an aggregate amount of up to $30 million. Subject to certain conditions and consents, we have the option to increase the facility by an aggregate additional principal amount of up to $300 million which could in the future allow total borrowings of up to $650 million.

As of July 4, 2026 and January 3, 2026, we had no outstanding borrowings under our revolving credit facility. Available borrowing capacity, reduced for undrawn letters of credit, under the revolving credit facility was $336.8 million and $340.1 million as of July 4, 2026 and January 3, 2026, respectively. Excess availability, which includes availability under the revolving credit facility plus cash and cash equivalents in qualified deposit accounts, was $655.0 million as of July 4, 2026.

Had there been outstanding borrowings under our revolving credit facility as of July 4, 2026, the annualized interest rate, as described in Note 6, *Debt and Finance Lease Obligations*, to the accompanying unaudited condensed consolidated financial statements contained in Part I, Item 1 of this Quarterly Report, would have been 4.63%.

Finance Lease Obligations

Our finance lease obligations consist of leases for real estate, equipment, and vehicles totaling $316.0 million and $321.3 million as of July 4, 2026 and January 3, 2026, respectively. Of the $316.0 million for finance lease obligations as of July 4, 2026, $239.4 million related to real estate and $76.6 million related to equipment. Of the $321.3 million for finance lease obligations as of January 3, 2026, $240.6 million related to real estate and $80.6 million related to equipment.

During the YTD 2026 period and the YTD 2025 period, we used cash of $9.9 million and $8.1 million, respectively, to repay principal portions of finance lease obligations, and also incurred interest expense of $13.8 million and $13.9 million, respectively, for our finance lease obligations. For additional information about our lease obligations and expected impacts on our liquidity, see Note 7, *Leases*, to the accompanying unaudited condensed consolidated financial statements contained in Part I, Item 1 of this Quarterly Report.

Sources and Uses of Cash

Operating Activities

Net cash used in operating activities for the YTD 2026 period was $46.1 million compared to net cash used of $60.7 million in the YTD 2025 period. The $14.6 million increase in cash from operating activities during the YTD 2026 period was primarily the result of higher net income and favorable net changes in operating assets and operating liabilities.

Investing Activities

Net cash used in investing activities for the YTD 2026 period was $4.0 million compared to net cash used of $12.9 million in the YTD 2025 period. During the YTD 2026 period and YTD 2025 period, we paid cash of $5.0 million and $15.5 million, respectively, to purchase property and equipment. In the YTD 2026 period, we received $0.9 million related to a reduction in the consideration paid for our Disdero acquisition. In the YTD 2025 period, we received initial insurance proceeds of $2.4 million related to property and equipment that was damaged or destroyed due to Hurricane Helene at our Erwin, Tennessee owned facility in September 2024.

Financing Activities

Net cash used in financing activities totaled $17.6 million for the YTD 2026 period compared to net cash used of $45.3 million for the YTD 2025 period. This change was primarily driven by the decrease in repurchases of our common stock in the current YTD period. During the YTD 2026 period, we used cash of $5.3 million to repurchase shares of our common stock, compared to $35.4 million for the YTD 2025 period. Payments to reduce finance lease obligations also used cash of $9.9 million and $8.1 million for the YTD 2026 period and the YTD 2025 period, respectively.

Common Stock Repurchases

During the YTD 2026 period, we repurchased 95,800 shares of our common stock at an average price of $52.22 per share for a total of $5.0 million, under our 2023 share repurchase authorization. During the YTD 2025 period, we repurchased 469,129 shares of our common stock at an average price of $74.64 for a total of $35.0 million under this same authorization. As of July 4, 2026, there remained $3.7 million of repurchase capacity under the 2023 authorization. These dollar amounts include broker commissions paid but exclude any excise tax that was paid or may be due on the share repurchases under The Inflation Reduction Act of 2022.

The repurchase dollar amounts noted above are based on trade date activity, while the amounts reported on our consolidated statements of cash flows for share repurchases are based on settlement date activity.

On July 29, 2025, our Board of Directors authorized a new share repurchase program for $50 million. The 2025 authorization may be used after exhaustion of the 2023 authorization.

Under our share repurchase programs, we may repurchase our common stock at any time or from time to time, without prior notice, subject to prevailing market conditions and other considerations. Our repurchases may be made through a variety of methods, which may include open market purchases, privately negotiated transactions, accelerated share repurchase programs, tender offers or pursuant to a trading plan that may be adopted in accordance with the Securities and Exchange Commission Rule 10b5-1.

Net Working Capital

Net working capital is an important measurement we use to determine the efficiencies of our operations and our ability to readily convert assets into cash. Net working capital is defined as the sum of accounts receivable and inventory, less accounts payable, each determined in accordance with GAAP and included in our consolidated balance sheets. This metric differs from traditional working capital in that it excludes certain current assets and current liabilities that are reported in our consolidated balance sheets. Net working capital of $503.0 million as of July 4, 2026, compared to $407.8 million as of January 3, 2026, increased on a net basis by approximately $95.2 million, as shown below:

	As of		
	July 4, 2026	**January 3, 2026**	**June 28, 2025**
		(In thousands)	
Receivables, less allowances	$ 315,939	$ 218,161	$ 278,737
Inventories, net	375,258	325,998	391,484
	691,197	544,159	670,221
Accounts payable	188,187	136,388	177,990
Net working capital	**$ 503,010**	**$ 407,771**	**$ 492,231**

Additions to Property and Equipment

Property and equipment that are purchased or leased under finance lease arrangements are included in property and equipment, at cost on our consolidated balance sheets. Property and equipment under operating leases are included in Operating lease right-of-use assets on our consolidated balance sheets.

Additions to property and equipment during the YTD 2026 period consisted of purchased assets of $5.5 million plus $4.6 million obtained through finance leases. In addition, we recognized right-of-use assets of $6.4 million related to operating leases. These purchased and leased additions were related to improvements to our facilities, technology, fleet and logistics network.

Additions to property and equipment during the YTD 2025 period consisted of purchased assets of $16.4 million plus $32.9 million obtained through finance leases. In addition, we recognized right-of-use assets of $4.0 million related to operating leases. These purchased and leased additions were related to facility improvements, ongoing digital transformation, and new tractors and forklifts to enhance our logistics network.

Critical Accounting Policies

The preparation of our consolidated financial statements and related disclosures in conformity with GAAP requires our management to make judgments and estimates that affect the amounts reported in our condensed consolidated financial statements and accompanying notes. There have been no material changes to our critical accounting policies and estimates from the information provided in Item 7 of our 2025 Form 10-K.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to certain market risks as part of our on-going business operations. Our exposure includes commodity price risk and interest rate risk. There have been no material changes to our exposure to market risks from those disclosed in our 2025 Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

Our management performed an evaluation, as of the end of the period covered by this report on Form 10-Q, under the supervision of our chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”)). Based on that evaluation, our chief executive officer and chief financial officer have concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms, and is accumulated and communicated to our management including our chief executive officer and chief financial officer, to allow timely decisions regarding required disclosure.

During the period covered by this report, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are, and from time to time may be, a party to routine legal proceedings incidental to the operation of our business. Except as disclosed in Note 9, *Commitments and Contingencies*, under Regulatory Matters, to the accompanying unaudited condensed consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q, the Company does not expect that the outcome of any other pending or threatened proceedings, if determined adversely to the Company, would individually, or taken together, have a material adverse effect on our financial condition, operating results, or cash flows, based on our current understanding of the relevant facts. Legal expenses incurred related to these contingencies are generally expensed as incurred.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors disclosed in Part I, Item 1A, *Risk Factors*, in our 2025 Form 10-K, as supplemented by the risk factors disclosed in Part II, Item 1A, *Risk Factors*, in our Form 10-Q for the Quarterly Period ended April 4, 2026.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table presents our share repurchase activity for each fiscal month of the fiscal quarter ended July 4, 2026:

Period	Total Number of Shares Purchased [1]	Average Price Paid per Share[2]	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs [3]	Maximum Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs [3] [4]
April 5 - May 9	36,770	$ 54.46	36,749	$ 53,736,130
May 10 - June 6	529	$ 46.86	—	$ 53,736,130
June 7 - July 4	33,358	$ 50.91	—	$ 53,736,130
Total	70,657		36,749	

[1] Includes shares withheld by us in connection with tax withholding obligations of our employees upon vesting of such employees' restricted stock unit awards.

[2] Includes broker commissions associated with the repurchases. Excludes federal excise tax incurred under The Inflation Reduction Act of 2022.

[3] On October 31, 2023, our Board of Directors announced a share repurchase authorization for up to $100 million. As of July 4, 2026, we had a remaining authorization amount of approximately $3.7 million under the 2023 authorization.

[4] On July 29, 2025, our Board of Directors announced a share repurchase program for $50 million that can be used after exhaustion of the 2023 authorization.

Under our share repurchase programs, we may repurchase our common stock at any time or from time to time, without prior notice, subject to prevailing market conditions and other considerations. Our repurchases may be made through a variety of methods, which may include open market purchases, privately negotiated transactions, accelerated share repurchase programs, tender offers or pursuant to a trading plan that may be adopted in accordance with the Securities and Exchange Commission Rule 10b5-1.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None of our directors or executive officers adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K) during the fiscal second quarter of 2026.

ITEM 6. EXHIBITS

Exhibit Number		Description
10.1		First Amendment to the BlueLinx Holdings Inc. 2021 Long-Term Incentive Plan (incorporated by reference to Appendix A of the Company's Definite Proxy Statement filed with the Securities and Exchange Commission on April 9, 2026) ±
10.2	*	Form of 2026 Restricted Stock Unit Agreement for Directors under the BlueLinx Holdings Inc. 2021 Amended and Restated Long-Term Incentive Plan ±
10.3	*	Form of 2026 Time-Based Restricted Stock Unit Award Agreement under the BlueLinx Holdings Inc. 2021 Amended and Restated Long-Term Incentive Plan (3-year ratable vesting) ±
10.4	*	Form of 2026 Time-Based Restricted Stock Unit Award Agreement under the BlueLinx Holdings Inc. 2021 Amended and Restated Long-Term Incentive Plan (3-year cliff vesting) ±
10.5	*	Form of 2026 Time-Based Restricted Stock Unit Award Agreement under the BlueLinx Holdings Inc. 2021 Amended and Restated Long-Term Incentive Plan (3-year cliff vesting plus 2-year post-vesting restriction period) ±
31.1	*	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	*	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	**	Certification of Principal Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	**	Certification of Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.Def		Definition Linkbase Document.
101.Pre		Presentation Linkbase Document.
101.Lab		Labels Linkbase Document.
101.Cal		Calculation Linkbase Document.
101.Sch		Schema Document.
101.Ins		Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
104		The cover page from this Quarterly Report on Form 10-Q for the quarter ended July 4, 2026, formatted in Inline XBRL.

* Filed herewith.

** Exhibit is being furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended.

± Indicates management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

	BlueLinx Holdings Inc.
	(Registrant)
Date: August 4, 2026	By: /s/ Shyam K. Reddy
	Shyam K. Reddy
	President and Chief Executive Officer
	(Principal Executive Officer)
Date: August 4, 2026	By: /s/ C. Kelly Wall
	C. Kelly Wall
	Senior Vice President, Chief Financial Officer and Treasurer
	(Principal Financial Officer)
Date: August 4, 2026	By: /s/ Kimberly A. DeBrock
	Kimberly A. DeBrock
	Vice President and Chief Accounting Officer
	(Principal Accounting Officer)

Restricted Stock Unit Agreement for Directors Pursuant to the BlueLinx Holdings Inc. 2021 Long-Term Incentive Plan

THIS RESTRICTED STOCK UNIT AGREEMENT (the “Agreement”) is made effective as of May 18, 2026 (the “Date of Grant”), by and between BlueLinx Holdings Inc., a Delaware corporation (the “Company”), and ###Participant Name### (the “Participant”).

Recitals

A. The Company desires to provide the Participant with Restricted Stock Units (“Units”) of the Company to carry out the purposes of the Company’s 2021 Amended and Restated Long-Term Incentive Plan, as may be amended from time to time (the “Plan”), a copy of which has been made available to the Participant and the terms of which are incorporated by reference herein and shall be considered a part of this Agreement.

B. The Plan provides that each grant under the Plan is to be evidenced by a written agreement setting forth the terms and conditions of the grant.

C. All terms used herein that are defined in the Plan have the same meaning given them in the Plan.

ACCORDINGLY, in consideration of the promises and of the mutual covenants and agreements contained herein, the Company and the Participant hereby agree as follows:

1. **Grant of Restricted Stock Units**. Subject to the terms and provisions of this Agreement and the Plan, the Company granted to the Participant, as of the Date of Grant, Two Thousand Seven Hundred Forty-Nine (2,749) Units, each Unit corresponding to one share of the common stock, par value $0.01 per share, of the Company (a “Share”). Each Unit represents an unsecured promise of the Company to deliver, and the right of the Participant to receive, a Share at the time and on the terms and conditions set forth herein. As a holder of Units, the Participant has only the right of a general unsecured creditor of the Company. The grant of Units is subject to the following terms and conditions.

2. **Vesting of Units**. The Participant shall become vested with respect to one hundred percent (100%) of the Units on the first anniversary of the Date of Grant (the “Vesting Date”), provided the Participant has remained continuously in service as a Non-Employee Director of the Company from the Date of Grant to the Vesting Date. The Participant shall forfeit all unvested Units immediately upon the Participant ceasing to serve as a Director of the Company for any reason other than the Participant not standing for re-election by the Company’s stockholders. If the Participant ceases to serve as a Director of the Company because the Participant does not stand for re-election, the Participant shall vest in a prorated number of Units calculated by dividing (A) the number of days between the Date of Grant and the Participant’s last day as a Director of the Company, by (B) 365 days. Notwithstanding any provision in this Agreement or the Plan to the contrary, in the event of a Change in Control (or any other similar event determined by the Committee), Units shall only become vested if the Committee, in its sole discretion, elects to vest the Units or any portion thereof.

3. **Settlement of Units**. Subject to Section 16, as soon as reasonably practicable (and within thirty (30) days) after the Vesting Date, the Company shall issue to the Participant one Share for each Unit

that has become vested under Section 2 above, subject to the terms of Section 4 below. Notwithstanding the foregoing, in lieu of delivery of Shares, the Committee may, in its sole and absolute discretion, direct the Company to pay to the Participant cash in an amount equal to the Fair Market Value of the Share or Shares that would otherwise be delivered to the Participant.

4. **Rights and Restrictions as a Unitholder**. The Participant shall have no rights as a stockholder unless and until the issuance of the Shares upon settlement of the Units, including, without limitation, the right to vote and the right to receive dividends. The Company may include on any certificates or notations representing Shares issued pursuant to Units such legends referring to any representations, restrictions or any other applicable statements as the Company, in its discretion, shall deem appropriate.

5. **Nontransferability**. Except as provided herein, the Units and the Shares issuable hereunder and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise other than upon the Participant's death, to a beneficiary in accordance with the Plan or by will or the laws of descent and distribution. If the Units are transferred by will or the laws of descent and distribution, the Units must be transferred in their entirety to the same person or persons or entity or entities. No right or interest of the Participant or any transferee in the Units shall be subject, in whole or in part, to attachment, execution, or levy of any kind. Any purported transfer in violation of this section shall be null and void. Notwithstanding the foregoing, the Participant may transfer the Units to a grantor trust if the Participant completes a transfer form as provided by the Company, which is accepted by the Company.

6. **Adjustments in Capital Structure**. In the event of a change in corporate capitalization as described in Sections 4.3 and 18.2 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Award. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.

7. **Administration**. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

8. **Notice**. Any notice or other communication given pursuant to this Agreement, or in any way with respect to this grant of Units, shall be in writing and shall be personally delivered or mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the Company: BlueLinx Holdings Inc.
1950 Spectrum Circle, Suite 300
Marietta, Georgia 30067

Attention: General Counsel and Corporate Secretary

If to the Participant: Address on file with the Company

9. **Expenses.** Nothing contained in this Agreement shall be construed to impose any liability on the Company in favor of the Participant for any cost, loss, or expense the Participant may incur in connection with, or arising out of any transaction under, this Agreement.

10. **No Continued Service**. Nothing in this Agreement or the Plan shall be construed to constitute or be evidence of an agreement or understanding, express or implied, on the part of the Company or any Subsidiary or Affiliate of the Company to continue the Participant's service on the Board of Directors on any terms or for any specific period of time or at any particular rate of compensation.

11. **Complete Agreement, Amendment**. This Agreement and the Plan, which by this reference is hereby incorporated herein in its entirety, contain the entire agreement between the Company and the Participant with respect to the transactions contemplated hereby and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. No provision of this Agreement may be materially amended or waived unless agreed to in writing and signed by the Committee (or its designee). Any such amendment to this Agreement that is materially adverse to the Participant shall not be effective unless and until the Participant consents, in writing or by electronic means, to such amendment (provided that any amendment that is required to comply with Section 409A of the Code shall be effective without consent unless Participant expressly denies consent to such amendment in writing). The failure to exercise, or any delay in exercising, any right, power or remedy under this Agreement shall not waive any right, power or remedy which the Company has under this Agreement.

12. **Tax Consequences.** The Participant acknowledges that (i) there may be tax consequences upon acquisition or disposition of the Shares issued pursuant to the Units, and (ii) the Participant should consult a tax adviser prior to such acquisition or disposition. Participant acknowledges and agrees that the ultimate liability for all taxes legally due by him or her is and remains Participant's responsibility and that the Company (i) makes no representations nor undertakings regarding the treatment of any taxes in connection with any aspect of this Award, including the grant or vesting of the Shares subject to this Award or the subsequent sale of Shares acquired pursuant to such vesting; and (ii) does not commit to structure the terms of the grant or any aspect of this Award to reduce or eliminate Participant's liability for taxes.

13. **Binding Effect**. Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon and inure to the benefit of the distributees, legatees and personal representatives of the Participant and the successors of the Company.

14. **Conflicts**. In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

15. **Counterparts**. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

16. **Miscellaneous**. The parties agree to execute such further instruments and take such further actions as may be necessary to carry out the intent of the Plan and this Agreement.

17. **Severability**. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

18. **Section 409A**. This Agreement and this award of Units is intended to comply with Code Section 409A and the regulations and guidance promulgated thereunder ("**Section 409A**"). This Agreement shall be interpreted and administered by the Committee (or its designee) as it determines necessary or appropriate in accordance with Section 409A to avoid a plan failure under Code Section 409A(a)(1). Specifically, (i) no payment of Shares that is payable upon the Participant's termination from service as a director will be payable unless and until the Participant incurs a separation from service as defined in Section 409A, and (ii) if the Participant is a specified employee as determined under Section 409A, any settlement of the Units by payment of Shares that is payable upon the Participant's separation from service, rather than upon a fixed date or due to death, shall be subject to the six-month delay rules of Section 409A as specified in Section 21.16 of the Plan. Notwithstanding the preceding, neither the Company nor any Subsidiary or Affiliate of the Company shall be liable to the Participant or any other person if the Internal Revenue Service or any court or other authority having jurisdiction over such matter determines for any reason that any payments hereunder are subject to taxes, penalties or interest as a result of failing to be exempt from, or comply with, Section 409A of the Code.

19. **Other Legal Requirements**. This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. In addition, this Agreement shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities as may be required. The Company shall have no liability to deliver any Shares under the Plan unless such delivery would comply with all applicable state, federal, and foreign laws (including, without limitation and if applicable, the requirements of the Securities Act of 1933), and any applicable requirements of any securities exchange or similar entity. By executing and returning a copy of this Agreement or by accepting this Award as evidenced by electronic means acceptable to the Committee, the Participant (i) accepts this Award and agrees to be bound by all of the terms of this Agreement and the Plan, (ii) represents that he or she is familiar with the terms and provisions of this Agreement and the Plan, (iii) acknowledges availability and accessibility of the Plan document, the Plan prospectus, and either the Company's latest annual report to stockholders or annual report on Form 10-K on the Plan and/or Company websites, and (iv) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee regarding any questions arising under the Plan. Participant understands that he may request paper copies of the foregoing documents by contacting the Company's Corporate Secretary.

20. **Governing Law**. Any issue related to the formation, execution, performance, and interpretation of this Agreement shall be governed by the laws of the State of Georgia, without regard to conflict of law provisions.

21. **Headings**. The section and subsection headings used in this Agreement are for convenient reference and are not a part of this Agreement.

BlueLinx Holdings Inc.

Shyam K. Reddy
President and Chief Executive Officer

Participant

BLUELINX HOLDINGS INC.

2021 LONG-TERM INCENTIVE PLAN

2026 TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

###PARTICIPANT_NAME###

Number of Shares Subject to Award: ###TOTAL_AWARDS###

Grant Date: ###GRANT_DATE###

Pursuant to the BlueLinx Holdings Inc. 2021 Long-Term Incentive Plan (the "Plan"), BlueLinx Holdings Inc., a Delaware corporation (the "Company"), has granted the above-named participant ("Participant") Restricted Stock Units (the "RSUs" or the "Award") entitling Participant to receive such number of shares of Company common stock (the "Shares") as is set forth above on the terms and conditions set forth in this agreement (this "Agreement") and the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant Date.** The Company granted the Award to Participant on the Grant Date set forth above (the "Grant Date").

2. **Vesting.**

(a) Standard Vesting. Except as provided in subsection (b) below, if Participant remains employed by the Company, the RSUs and the right to the Shares shall vest with respect to one-third of the number of Shares subject to the Award (rounded up to the nearest whole Share, as necessary) on each of the first and second anniversaries of the Grant Date (each such anniversary a "Vesting Date") and shall vest as to all remaining Shares on the third anniversary of the Grant Date (the "Final Vesting Date").

(b) Change in Control.

(i) Upon a Change in Control, if the surviving entity in such Change in Control does not assume or replace the Award, then the Award shall become fully vested and nonforfeitable and subject to settlement and transfer of Shares under Section 4 as of the effective date of the Change in Control.

(ii) If the surviving entity in the Change in Control assumes or replaces the Award, and Participant's employment is subsequently terminated by the Company (or its successor in the Change in Control) other than for Cause (as defined in Participant's then-current written employment agreement, or if no such agreement exists, in any applicable policy or plan of the Company in effect immediately prior to the effective date of the Change in Control), or Participant's employment is subsequently terminated by Participant for Good Reason (as defined in Participant's then-current written employment agreement, or if no such agreement exists, in any applicable policy or plan of the Company in effect prior to the effective date of the Change in Control), in either case within twenty-four (24) calendar months following the effective date of the Change in Control, then the assumed or replaced Award shall become fully vested and nonforfeitable and subject to settlement and transfer under Section 4 as of the date of such termination of employment. If Participant is not a party to a written employment agreement or covered by a policy or plan of the Company that contains a definition of Cause and is in effect immediately prior to the effective date of a Change in Control, then the accelerated vesting described above for a termination of employment for other than for Cause does not apply to Participant. Similarly, if Participant is not a party to a written employment agreement or covered by a policy or plan of the Company that contains a definition of Good Reason and is in effect immediately prior to the effective date of a Change in Control, then the accelerated vesting described above for a termination of employment by Participant for Good Reason does not apply to Participant.

3. **Forfeiture of RSUs.**

(a) Termination of Employment. Prior to the Final Vesting Date, except as otherwise provided herein, any unvested RSUs shall be immediately forfeited upon Participant's termination of employment with the Company for any reason whatsoever; provided, that the Committee reserves the right, in its sole discretion, to waive or amend this provision, in whole or in part. For purposes of this Agreement, employment with any Subsidiary of the Company shall be considered employment with the Company and a termination of employment shall mean a termination of employment with the Company and each Subsidiary by which Participant is employed. Upon the effective date of a Change in Control, all references in this Agreement to employment with the Company shall be deemed to include employment with the surviving entity in such Change in Control and its subsidiaries, and any transfer of employment from the Company or any Subsidiary to the surviving entity in such Change in Control or any of its subsidiaries shall not constitute a termination of employment or otherwise interrupt Participant's continuous employment for purposes of this Agreement.

(b) Restrictive Covenants. If Participant breaches or otherwise fails to comply with such restrictive covenants agreement, the terms of Section 13 below, or any other non-compete, non-solicitation or similar agreement with the Company or a Subsidiary, in addition to all rights the Company or its Subsidiary has under such agreement, at law or in equity, RSUs that have not become vested and settled before such breach or failure to comply shall expire at that time, shall not become vested or settled after such time and shall be forfeited at such time without any payment therefor.

4. **Transfer of Vested Shares.** Stock certificates (or appropriate evidence of ownership including certificateless book-entry issuance) for Shares representing vested RSUs, if any (less any Shares representing vested RSUs that were previously delivered to Participant), will be delivered to Participant (or, if permitted by the Company in its sole discretion, to a party designated by Participant) on or as soon as practicable after (but no later than 30 days after) each Vesting Date, the date of a Change in Control, and the date of Participant's termination of employment (subject, as applicable, to delay under Section 22). Any Shares issued to Participant will not be subject to any restrictions under this Agreement but may be subject to certain restrictions under applicable securities laws.

5. **Non-Transferability of Award.** The RSUs and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void.

6. **Conditions to Issuance of Shares.** The Shares deliverable to Participant hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to issue or deliver any Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the Securities and Exchange Commission ("SEC") or any other governmental regulatory body, which the Committee shall, in its discretion, deem necessary or advisable; and (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable.

7. **No Rights as Stockholder.** Participant shall not have voting, dividend or any other rights as a stockholder of the Company with respect to the unvested Shares subject to the RSUs. Upon settlement of the Award into Shares, Participant will obtain full voting and other rights as a stockholder of the Company with respect to such Shares.

8. **Administration.** The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

9. **Fractional Shares.** Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

10. **Adjustments in Capital Structure.** In the event of a change in corporate capitalization as described in Sections 4.3 and 18.2 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Award. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.

11. **Taxes.**

(a) Withholding. Upon the vesting and delivery of Shares subject to this Award, Participant shall pay or make adequate arrangements satisfactory to the Company and/or the employing Subsidiary to withhold all applicable federal, state and local income and employment taxes ("Tax Withholding Amounts") payable with respect to this Award from Participant's wages or other cash compensation paid to Participant by the Company and/or the Subsidiary or from proceeds of the sale of Shares. For any payment made to Participant in Shares hereunder, generally the Company will satisfy such tax obligations by withholding and cancelling a number of Shares having a market value on the date the tax is to be determined sufficient to satisfy the Tax Withholding Amounts, provided that the amount to be withheld may not exceed the tax withholding obligations associated with the Award to the extent needed for the Company to treat the Award as an equity award for accounting purposes and to comply with applicable tax withholding laws. The Company will withhold the whole number of Shares sufficient to satisfy the Tax Withholding Amounts and will make a cash payment to Participant for the difference between the market value of the Shares withheld and the Tax Withholding Amounts on the payment date specified in Section 4 above (but if this would cause adverse accounting treatment to the Company then the Company will withhold one fewer Share and Participant must pay cash to the Company in an amount equal to any withholding due in excess of the market value of the Shares withheld). Participant may elect to pay applicable Tax Withholding Amounts by check rather than by Share withholding as described above. The Company will deduct all applicable Tax Withholding Amounts from any payment made to Participant in cash hereunder.

(b) Participant Responsibility. Participant acknowledges and agrees that the ultimate liability for all taxes legally due by him or her is and remains Participant's responsibility and that the Company and/or the Subsidiary: (i) make no representations nor undertakings regarding the treatment of any taxes in connection with any aspect of this Award, including the grant or vesting of the Shares subject to this Award or the subsequent sale of Shares acquired pursuant to such vesting; and (ii) do not commit to structure the terms of the grant or any aspect of this Award to reduce or eliminate Participant's liability for taxes. In addition, Participant shall pay the Company or the Subsidiary any amount of Tax Withholding Amounts that the Company or the Subsidiary may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax Withholding Amounts.

12. **Confidential Information.** Participant acknowledges that Participant developed and/or obtained or have had and will in the future continue to have access to Company Confidential Information or trade secrets. The phrase "Confidential Information" means the Company's data, or information, without regard to form, related to the business of the Company, regardless of whether the data or information constitutes a trade secret, disclosed to the Participant or learned by the Participant as a consequence of Participant's relationship with the Company, that is valuable to the Company, is not generally known to the Company's competitors and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data and similar information. Confidential Information does not include data or information that has been voluntarily disclosed by the Company to the public (except where such public disclosure has been made by Participant without the Company's authorization), that has been independently developed and disclosed by others, or that has otherwise entered the public domain through lawful means.

13. **Restrictive Covenants.**

(a) Non-Competition. In consideration for this Award from the Company, and the promise of continued and future access to Confidential Information, as defined in this Agreement, Participant agrees that during Participant's employment with the Company, and for one (1) year thereafter, Participant will not engage in, provide, or perform Competitive Services within the geographic area or any other geographic area where Participant worked on behalf of the Company during the one (1) year preceding the termination of Participant's employment from the Company. For purposes of this Agreement, "Competitive Services" means providing or offering products or services of the type conducted, authorized, offered, or provided by the Company as of the date of Participant's termination, or during the two (2) years immediately prior to the date of Participant's termination from employment, including without limitation, the wholesale distribution of building products. Except as set forth herein, this Section 13 is not intended to prevent Participant from engaging in any activity that is not substantially the same as or competitive with the Company.

(b) Non-Solicitation. During Participant's employment with the Company, and for one (1) year immediately thereafter, Participant shall not, on Participant's own behalf, or on behalf of any other person or entity, solicit, divert, take away or induce or attempt to solicit, divert, take away or induce any customer or vendor or actively sought prospective customer or vendor of the Company, with whom the Participant had material contact during the last twelve (12) months of Participant's employment with the Company, for the purpose of offering, providing or procuring products or services that are competitive with those products or services offered, provided or procured by the Company within two (2) years prior to the termination of Participant's employment with the Company.

(c) Law Specific Limitations. Section 13(a) is subject to the following limitations or agreements for Participants based on the specific instances listed below.

(i) Prospective federal law may limit the applicability and enforceability of Section 13 (a) to those who are determined to be a "Senior Executive." To the extent that this law becomes enacted and enforceable, Section 13 (a) will only apply to those Participants who meet the definition of a "Senior Executive."

(ii) Subject to Section 13 (c)(i) above, specific States listed below limit the applicability and enforceability of Section 13(a). The Company agrees to these limitations solely for the purpose of compliance with each State's laws. If Participant's employment with the Company is not based in the following States, Participant agrees that Section 13(a) applies in full.

For Participants based in Colorado, Section 13(a) does not apply to unless Participant's annualized cash compensation from the Company is at least $130,014 in 2026. Section 13(a) still only restricts Participant from engaging in any activity for Competitive Services (as defined above) in which the use, disclosure, or misappropriation of Confidential Information Participant had access to or obtained during Participant's employment with the Company which may provide the Competitive Services with a competitive advantage against the Company, and/or otherwise cause harm to the Company.

For Participants based in the District of Columbia, Section 13(a) does not apply to unless Participant is reasonably expected to earn in a consecutive 12-month period or have earned in the preceding 12-month period, compensation greater than or equal to $162,164.

For Participants based in Louisiana, Participant agrees that the Company operates throughout the State of Louisiana, and that Section 13(a) therefore applies in every parish and municipality in the State.

For Participants based in the State of Washington, Section 13(a) does not apply unless Participant's annual earnings from the Company exceed $126,858.83 in 2026; provided, however, that effective June 30, 2027, Section 13(a) shall be void and unenforceable as to Participants based in the State of Washington, regardless of Participant's annual earnings from the Company. In addition, for

Participants based in the State of Washington, effective June 30, 2027: (1) no forfeiture under Section 3(b) shall apply as a consequence of Participant engaging in competition or breaching Section 13(a), provided that this limitation does not affect forfeiture arising from breach of Section 13(b), the confidentiality obligations in Section 12, or any covenant protecting trade secrets or Confidential Information; and (2) Section 13(b) shall apply only to solicitation of a current or prospective customer, patient, or client with whom Participant established or substantially developed a direct relationship through Participant's work for the Company, shall not apply to vendors, and shall not be construed to directly or indirectly prohibit the acceptance or transaction of business with a customer.

14. **Participant Acknowledgments and Agreements.** By accepting the grant of this Award, Participant acknowledges and agrees that: (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (b) the grant of this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares, or benefits in lieu of Shares, even if Shares have been granted repeatedly in the past; (c) all decisions with respect to future grants, if any, will be at the sole discretion of the Company and the Committee; (d) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (e) Participant is participating voluntarily in the Plan; (f) this Award is an extraordinary item that is outside the scope of Participant's employment contract, if any; (g) this Award is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (h) in the event Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company; (i) the value of the Shares may increase or decrease in value and the future value of the underlying Shares cannot be predicted; and (j) except as otherwise set forth herein, in the event of any termination of employment (whether or not in breach of local labor laws), Participant's right to vest in the Award and receive any Shares will terminate effective as of the date that Participant is no longer employed and will not be extended by any notice period mandated under local statute, contract or common law; the Committee shall have the exclusive discretion to determine when Participant is no longer employed for purposes of this Award.

15. **Plan Information.** By signing or acknowledging this Agreement as specified below, Participant agrees to be bound by the Plan and to receive copies of the Plan, the Plan prospectus and other Plan information from the Company's intranet and shareholder information, including copies of any annual report, proxy statement, Form 10-K, Form 10-Q, Form 8-K and other information filed with the SEC, from the investor relations section of the Company's website at www.BlueLinxCo.com. Participant acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

16. **Injunctive Relief.** Participant agrees that the restraints contained in Section (13) are, in consideration for, and necessary for the protection of the goodwill, Confidential

Information, and other legitimate interests of the Company; that each and every restraint is reasonable in respect to subject matter, length of time and geographic area, to the extent they apply in the geographic area in which Participant's employment with the Company is based; and that these restraints, neither individually nor in the aggregate, will prevent Participant from obtaining other suitable employment during the period in which Participant is bound by such restraints. Participant further acknowledges that, if Participant breaches the covenants contained in Section 13, the damage to the Company would be irreparable. Participant therefore agrees that the Company, in addition to any other remedies available to it, including, without limitation, the remedies set forth in Section 17 below, shall be entitled to injunctive relief against Participant's breach or threaten breach of said covenants, to the extent they apply, in the Geographic Area. Participant and the Company further agree, in the event that any one or more of the provisions of Section 13 shall be determined by a court of competent jurisdiction to be unenforceable by reason of it being overly broad, such provision shall be modified by such court to the extent necessary to permit its enforcement to the maximum extent permitted by law.

17. **Clawback Policy.** This Award shall be subject to: (a) the terms and conditions of any applicable policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended); (b) terms and conditions regarding recoupment or recovery of compensation in any agreement between the Company or any Subsidiary and Participant; and (c) the requirements of any applicable law or regulation with respect to the recoupment or recovery of incentive compensation. Participant hereby agrees to be bound by the requirements of this Section 17. The recoupment or recovery of any portion of the Award (or vested Shares) that is permitted by any such policy, agreement, law or regulation may be made by the Company or the Subsidiary that employed Participant.

18. **Complete Agreement.** The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant, oral or written, with respect to the subject matter hereof. **The terms of this Agreement control over any contrary provision in Participant's employment agreement with the Company or in any severance plan or other agreement that applies to Participant. If Participant is a party to an employment agreement or severance plan or agreement with the Company and such plan or agreement includes one or more provisions that specifically applies to equity awards such as this Award, such provisions of such plan or agreement are hereby superseded and shall not apply to this Award. Acceptance of this Agreement shall be deemed an amendment or modification of such other plan or agreement solely with respect to this Award.** If provisions of the Plan and this Agreement conflict, the Plan provisions will govern.

19. **Modification of Agreement.** No provision of this Agreement may be materially amended or waived unless agreed to in writing and signed by the Committee (or its designee). Any such amendment to this Agreement that is materially adverse to Participant shall not be effective unless and until Participant consents, in writing, to such amendment (provided that any amendment that is required to comply with Section 409A shall be effective without consent unless Participant expressly denies consent to such amendment in writing). The failure to exercise, or any delay in exercising, any right, power or remedy under this Agreement shall not waive any right, power or remedy which the Company has under this Agreement.

20. **Participant Bound by Plan; Successors.** Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.

21. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

22. **Section 409A.**

(a) General. It is intended that payments under this Agreement will not be considered nonqualified deferred compensation subject to Section 409A and that such payments will satisfy the exemption from Section 409A for "short-term deferrals." Notwithstanding the foregoing, to the extent that any compensation payable under this Agreement constitutes deferred compensation within the meaning of Section 409A, (i) this Agreement and the payments hereunder will be administered and interpreted to comply with Section 409A and the Department of Treasury regulations and other guidance thereunder, (ii) any provisions of this Agreement that provide for payment of compensation that is subject to Section 409A and that has payment triggered by Participant's termination of employment shall be deemed to provide for payment that is triggered only by Participant's "separation from service" within the meaning of Treasury Regulation Section §1.409A-1(h) (a "Section 409A Separation from Service"), (iii) if Participant is a "specified employee" within the meaning of Treasury Regulation Section §1.409A-1(i) on the date of Participant's Section 409A Separation from Service (with such status determined by the Company in accordance with rules established by the Company in writing in advance of the "specified employee identification date" that relates to the date of such Section 409A Separation from Service or in the absence of such rules established by the Company, under the default rules for identifying specified employees under Treasury Regulation Section 1.409A-1(i)), such compensation triggered by such Section 409A Separation from Service shall be paid to Participant six months following the date of such Section 409A Separation from Service (provided, however, that if Participant dies after the date of such Section 409A Separation from Service, this six month delay shall not apply from and after the date of Participant's death); and (iv) to the extent necessary to comply with Code Section 409A, if a Change in Control does not constitute a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A and the Treasury Regulations thereunder, the right to the Shares subject to the Award shall vest and be nonforfeitable as of the date of the Change in Control as specified in Section 2(b) above but the settlement and transfer of the Shares (or cash in lieu of Shares) under Section 4 shall not occur until each Vesting Date or a qualifying termination of employment following the Change in Control, subject to delay as provided in clause (iii) above. For purposes of Section 409A, each payment under this Agreement shall be treated as a separate payment.

(b) No Company Representation. Notwithstanding the foregoing, the Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or penalties that Participant or any beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

23. **Consent for Accumulation and Transfer of Data.** Participant consents to the accumulation and transfer of data concerning him or her and the Award to and from the Company (and its Subsidiaries) and such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and its Subsidiaries hold certain personal information about Participant, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all grants or awards, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data includes but is not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and its Subsidiaries to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and its Subsidiaries to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company and its Subsidiaries, any third-party stock plan administrator, and any company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

24. **Notices.** Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company as follows:

BlueLinx Holdings Inc.
c/o General Counsel & Corporate Secretary
1950 Spectrum Circle, Suite 300
Marietta, GA 30067

Any notice to be given under the terms of this Agreement to Participant shall be addressed to Participant at the address listed in the Company's records. By a notice given pursuant to this Section 24, either party may designate a different address for notices. Any notice shall be deemed to have been duly given when personally delivered (addressed as specified above) or when enclosed in a properly sealed envelope (addressed as specified above) and deposited, postage prepaid, with the U.S. postal service or an express mail company.

25. **Venue and Choice of Law**. The laws of the State of Georgia shall govern this Agreement without regard for conflicts of law rules. If Georgia's conflicts of law rules would otherwise apply another state's laws, Participant agrees that Georgia law shall still govern. The exclusive forum for any action to enforce this Agreement, as well as any action relating to or arising out of this Agreement, shall be the state or federal courts of the State of Georgia. Participant hereby consents to the personal jurisdiction and venue of the state and/or federal courts located in Georgia and waives (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such Georgia courts.

26. **Effectiveness of Agreement.** This Agreement shall not be effective unless and until Participant shall have signed or acknowledged this Agreement as specified herein within thirty

(30) days following the Grant Date. If Participant does not satisfy this requirement, the Award will automatically become void and of no effect at midnight on the thirty-first (31st) day following the Grant Date.

BLUELINX HOLDINGS INC.

By signing below or by acknowledging this Award as evidenced by electronic means acceptable to the Committee, Participant hereby (i) acknowledges that a copy of the Plan, the Plan Prospectus and the Company's latest annual report to stockholders or annual report on Form 10-K are available from the Company's intranet site or upon request, (ii) represents that he or she is familiar with the terms and provisions of this Agreement and the Plan, and (iii) accepts the award of RSUs subject to all the terms and provisions of this Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee regarding any questions arising under the Plan. Participant authorizes the Company to withhold from any compensation payable to him including by withholding Shares, in accordance with applicable law, any taxes required to be withheld by federal, state or local law as a result of the grant or vesting of the RSUs.

###REQUIRED_SIGNATURE###
(Signature)

###PARTICIPANT_NAME### ###ACCEPTANCE_DATE###
(Printed Name) (Date)

BLUELINX HOLDINGS INC.

2021 LONG-TERM INCENTIVE PLAN

2026 TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

###PARTICIPANT_NAME###

Number of Shares Subject to Award: ###TOTAL_AWARDS###

Grant Date: ###GRANT_DATE###

Pursuant to the BlueLinx Holdings Inc. 2021 Long-Term Incentive Plan (the "Plan"), BlueLinx Holdings Inc., a Delaware corporation (the "Company"), has granted the above-named participant ("Participant") Restricted Stock Units (the "RSUs" or the "Award") entitling Participant to receive such number of shares of Company common stock (the "Shares") as is set forth above on the terms and conditions set forth in this agreement (this "Agreement") and the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant Date.** The Company granted the Award to Participant on the Grant Date set forth above (the "Grant Date").

2. **Vesting.**

(a) Cliff Vesting. Except as provided in subsection (b) below, if Participant remains employed by the Company, the RSUs and the right to the Shares shall vest with respect to one hundred percent (100%) of the Shares subject to the Award (rounded up to the nearest whole Share, as necessary) on the third anniversary of the Grant Date (the "Vesting Date").

(b) Change in Control.

(i) Upon a Change in Control, if the surviving entity in such Change in Control does not assume or replace the Award, then the Award shall become fully vested and nonforfeitable and subject to settlement and transfer of Shares under Section 4 as of the effective date of the Change in Control.

(ii) If the surviving entity in the Change in Control assumes or replaces the Award, and Participant's employment is subsequently terminated by the Company (or its successor in the Change in Control) other than for Cause (as defined in Participant's then-current written employment agreement, or if no such agreement exists, in any applicable policy or plan of the Company in effect immediately prior to the effective date of the Change in Control), or Participant's employment is subsequently terminated by Participant for Good Reason (as defined in Participant's then-current written employment agreement, or if no such agreement exists, in any applicable policy or plan of the Company in effect prior to the effective date of the Change in Control), in either case within twenty-four (24) calendar months following the effective date of the Change in Control, then the assumed or replaced Award shall become fully vested and nonforfeitable and subject to settlement and transfer under Section 4 as of the date of such termination of employment. If Participant is not a party to a written employment agreement or covered by a policy or plan of the Company that contains a definition of Cause and is in effect immediately prior to the effective date of a Change in Control, then the accelerated vesting described above for a termination of employment for other than for Cause does not apply to Participant. Similarly, if Participant is not a party to a written employment agreement or covered by a policy or plan of the Company that contains a definition of Good Reason and is in effect immediately prior to the effective date of a Change in Control, then the accelerated vesting described above for a termination of employment by Participant for Good Reason does not apply to Participant.

3. **Forfeiture of RSUs.**

(a) Termination of Employment. Prior to the Vesting Date, except as otherwise provided herein, any unvested RSUs shall be immediately forfeited upon Participant's termination of employment with the Company for any reason whatsoever; provided, that the Committee reserves the right, in its sole discretion, to waive or amend this provision, in whole or in part. For purposes of this Agreement, employment with any Subsidiary of the Company shall be considered employment with the Company and a termination of employment shall mean a termination of employment with the Company and each Subsidiary by which Participant is employed. Upon the effective date of a Change in Control, all references in this Agreement to employment with the Company shall be deemed to include employment with the surviving entity in such Change in Control and its subsidiaries, and any transfer of employment from the Company or any Subsidiary to the surviving entity in such Change in Control or any of its subsidiaries shall not constitute a termination of employment or otherwise interrupt Participant's continuous employment for purposes of this Agreement.

(b) Restrictive Covenants. If Participant breaches or otherwise fails to comply with such restrictive covenants agreement, the terms of Section 13 below, or any other non-compete, non-solicitation or similar agreement with the Company or a Subsidiary, in addition to all rights the Company or its Subsidiary has under such agreement, at law or in equity, RSUs that have not become vested and settled before such breach or failure to comply shall expire at that time, shall not become vested or settled after such time and shall be forfeited at such time without any payment therefor.

4. **Transfer of Vested Shares.** Stock certificates (or appropriate evidence of ownership including certificateless book-entry issuance) for Shares representing vested RSUs, if any (less any Shares representing vested RSUs that were previously delivered to Participant), will be delivered to Participant (or, if permitted by the Company in its sole discretion, to a party designated by Participant) on or as soon as practicable after (but no later than 30 days after) the Vesting Date, the date of a Change in Control, and the date of Participant's termination of employment (subject, as applicable, to delay under Section 22). Any Shares issued to Participant will not be subject to any restrictions under this Agreement but may be subject to certain restrictions under applicable securities laws.

5. **Non-Transferability of Award.** The RSUs and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void.

6. **Conditions to Issuance of Shares.** The Shares deliverable to Participant hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to issue or deliver

any Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the Securities and Exchange Commission ("SEC") or any other governmental regulatory body, which the Committee shall, in its discretion, deem necessary or advisable; and (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable.

7. **No Rights as Stockholder.** Participant shall not have voting, dividend or any other rights as a stockholder of the Company with respect to the unvested Shares subject to the RSUs. Upon settlement of the Award into Shares, Participant will obtain full voting and other rights as a stockholder of the Company with respect to such Shares.

8. **Administration.** The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

9. **Fractional Shares.** Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

10. **Adjustments in Capital Structure.** In the event of a change in corporate capitalization as described in Sections 4.3 and 18.2 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Award. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.

11. **Taxes.**

(a) Withholding. Upon the vesting and delivery of Shares subject to this Award, Participant shall pay or make adequate arrangements satisfactory to the Company and/or the employing Subsidiary to withhold all applicable federal, state and local income and employment taxes ("Tax Withholding Amounts") payable with respect to this Award from Participant's wages or other cash compensation paid to Participant by the Company and/or the Subsidiary or from proceeds of the sale of Shares. For any payment made to Participant in Shares hereunder, generally the Company will satisfy such tax obligations by withholding and cancelling a number of Shares having a market value on the date the tax is to be determined sufficient to satisfy the Tax Withholding Amounts, provided that the amount to be withheld may not exceed the tax withholding obligations associated with the Award to the extent needed for the Company to treat the Award as an equity award for accounting purposes and to comply with applicable tax withholding laws. The Company will withhold the whole number of Shares sufficient to satisfy the Tax Withholding Amounts and will make a cash payment to Participant for the difference between the market value of the Shares withheld and the Tax Withholding Amounts on the payment date specified in Section 4 above (but if this would cause adverse accounting treatment to the Company then the Company will withhold one fewer Share and Participant must pay cash to the Company in an amount equal to any withholding due in excess of the market value of the Shares withheld). Participant may elect to pay applicable Tax Withholding Amounts by check rather than by Share withholding as described above. The Company will deduct all applicable Tax Withholding Amounts from any payment made to Participant in cash hereunder.

(b) Participant Responsibility. Participant acknowledges and agrees that the ultimate liability for all taxes legally due by him or her is and remains Participant's responsibility and that the Company and/or the Subsidiary: (i) make no representations nor undertakings regarding the treatment of any taxes in connection with any aspect of this Award, including the grant or vesting of the Shares subject to this Award or the subsequent sale of Shares acquired pursuant to such vesting; and (ii) do not commit to structure the terms of the grant or any aspect of this Award to reduce or eliminate Participant's liability for taxes. In addition, Participant shall pay the Company or the Subsidiary any amount of Tax Withholding Amounts that the Company or the Subsidiary may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax Withholding Amounts.

12. **Confidential Information.** Participant acknowledges that Participant developed and/or obtained or have had and will in the future continue to have access to Company Confidential Information or trade secrets. The phrase "Confidential Information" means the Company's data, or information, without regard to form, related to the business of the Company, regardless of whether the data or information constitutes a trade secret, disclosed to the Participant or learned by the Participant as a consequence of Participant's relationship with the Company, that is valuable to the Company, is not generally known to the Company's competitors and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data and similar information. Confidential Information does not include data or information that has been voluntarily disclosed by the Company to the public (except where such public disclosure has been made by Participant without the Company's authorization), that has been independently developed and disclosed by others, or that has otherwise entered the public domain through lawful means.

13. **Restrictive Covenants.**

(a) Non-Competition. In consideration for this Award from the Company, and the promise of continued and future access to Confidential Information, as defined in this Agreement, Participant agrees that during Participant's employment with the Company, and for two (2) years thereafter, Participant will not engage in, provide, or perform Competitive Services within the geographic area or any other geographic area where Participant worked on behalf of the Company during the two (2) years preceding the termination of Participant's employment from the Company. For purposes of this Agreement, "Competitive Services" means providing or offering products or services of the type conducted, authorized, offered, or provided by the Company as of the date of Participant's termination, or during the two (2) years immediately prior to the date of Participant's termination from employment, including without limitation, the wholesale distribution of building products. Except as set forth herein, this Section 13 is not intended to prevent Participant from engaging in any activity that is not substantially the same as or competitive with the Company.

(b) Non-Solicitation. During Participant's employment with the Company, and for two (2) years immediately thereafter, Participant shall not, on Participant's own behalf, or on behalf of any other person or entity, solicit, divert, take away, induce or attempt to solicit, divert, take away, induce any customer or actively sought prospective customer or vendor of the Company, with whom the Participant had material contact during the last twelve (12) months of Participant's employment with Company, for the purpose of offering, providing or procuring products or services that are competitive with those products or services offered, provided or procured by the Company within two (2) years prior to the termination of Participant's employment with the Company.

(c) Law Specific Limitations. Section 13(a) is subject to the following limitations or agreements for Participants based on the specific instances listed below.

(i) Prospective federal law may limit the applicability and enforceability of Section 13 (a) to those who are determined to be a "Senior Executive." To the extent that this law becomes enacted and enforceable, Section 13 (a) will only apply to those Participants who meet the definition of a "Senior Executive."

(ii) Subject to Section 13 (c)(i) above, specific States listed below limit the applicability and enforceability of Section 13(a). The Company agrees to these limitations solely for the purpose of compliance with each State's laws. If Participant's employment with the Company is not based in the following States, Participant agrees that Section 13(a) applies in full.

For Participants based in Colorado, Section 13(a) does not apply to unless Participant's annualized cash compensation from the Company is at least $130,014 in 2026. Section 13(a) still only restricts Participant from engaging in any activity for Competitive Services (as defined above) in which the use, disclosure, or misappropriation of Confidential Information Participant had access to or obtained during Participant's employment with the Company which may provide the Competitive Services with a competitive advantage against the Company, and/or otherwise cause harm to the Company.

For Participants based in the District of Columbia, Section 13(a) does not apply to unless Participant is reasonably expected to earn in a consecutive 12-month period or have earned in the preceding 12-month period, compensation greater than or equal to $162,164.

For Participants based in Louisiana, Participant agrees that the Company operates throughout the State of Louisiana, and that Section 13(a) therefore applies in every parish and municipality in the State.

For Participants based in the State of Washington, Section 13(a) does not apply unless Participant's annual earnings from the Company exceed $126,858.83 in 2026; provided, however, that effective June 30, 2027, Section 13(a) shall be void and unenforceable as to Participants based in the State of Washington, regardless of Participant's annual earnings from the Company. In addition, for Participants based in the State of Washington, effective June 30, 2027: (1) no forfeiture under Section 3(b) shall apply as a consequence of Participant engaging in competition or breaching Section 13(a), provided that this limitation does not affect forfeiture arising from breach of Section 13(b), the confidentiality obligations in Section 12, or any covenant protecting trade secrets or Confidential Information; and (2) Section 13(b) shall apply only to solicitation of a current or prospective customer, patient, or client with whom Participant established or substantially developed a direct relationship through Participant's work for the Company, shall not apply to vendors, and shall not be construed to directly or indirectly prohibit the acceptance or transaction of business with a customer.

14. **Participant Acknowledgments and Agreements.** By accepting the grant of this Award, Participant acknowledges and agrees that: (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (b) the grant of this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares, or benefits in lieu of Shares, even if Shares have been granted repeatedly in the past; (c) all decisions with respect to future grants, if any, will be at the sole discretion of the Company and the Committee; (d) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (e) Participant is participating voluntarily in the Plan; (f) this Award is an extraordinary item that is outside the scope of Participant's employment contract, if any; (g) this Award is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (h) in the event Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company; (i) the value of the Shares may increase or decrease in value and the future value of the underlying Shares cannot be predicted; and (j) except as otherwise set forth herein, in the event of any termination of employment (whether or not in breach of local labor laws), Participant's right to vest in the Award and receive any Shares will terminate effective as of the date that Participant is no longer employed and will not be extended by any notice period mandated under local statute, contract or common law; the Committee shall have the exclusive discretion to determine when Participant is no longer employed for purposes of this Award.

15. **Plan Information.** By signing or acknowledging this Agreement as specified below, Participant agrees to be bound by the Plan and to receive copies of the Plan, the Plan prospectus and other Plan information from the Company's intranet and shareholder information, including copies of any annual report, proxy statement, Form 10-K, Form 10-Q, Form 8-K and other information filed with the SEC, from the investor relations section of the Company's website at www.BlueLinxCo.com. Participant acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

16. **Injunctive Relief.** Participant agrees that the restraints contained in Section (13) are, in consideration for, and necessary for the protection of the goodwill, Confidential Information, and other legitimate interests of the Company; that each and every restraint is reasonable in respect to subject matter, length of time and geographic area, to the extent they apply in the geographic area in which Participant's employment with the Company is based; and that these restraints, neither individually nor in the aggregate, will prevent Participant from

obtaining other suitable employment during the period in which Participant is bound by such restraints. Participant further acknowledges that, if Participant breaches the covenants contained in Section 13, the damage to the Company would be irreparable. Participant therefore agrees that the Company, in addition to any other remedies available to it, including, without limitation, the remedies set forth in Section 17 below, shall be entitled to injunctive relief against Participant's breach or threaten breach of said covenants, to the extent they apply, in the Geographic Area. Participant and the Company further agree, in the event that any one or more of the provisions of Section 13 shall be determined by a court of competent jurisdiction to be unenforceable by reason of it being overly broad, such provision shall be modified by such court to the extent necessary to permit its enforcement to the maximum extent permitted by law.

17. **Clawback Policy.** This Award shall be subject to: (a) the terms and conditions of any applicable policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended), including but not limited to Policy on "Recovery of Erroneously Awarded Incentive-Based Compensation" as adopted effective November 15, 2023, and as it may be amended or replaced from time to time; (b) terms and conditions regarding recoupment or recovery of compensation in any agreement between the Company or any Subsidiary and Participant; and (c) the requirements of any applicable law or regulation with respect to the recoupment or recovery of incentive compensation. Participant hereby agrees to be bound by the requirements of this Section 17. The recoupment or recovery of any portion of the Award (or vested Shares) that is permitted by any such policy, agreement, law or regulation may be made by the Company or the Subsidiary that employed Participant.

18. **Complete Agreement.** The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant, oral or written, with respect to the subject matter hereof. **The terms of this Agreement control over any contrary provision in Participant's employment agreement with the Company or in any severance plan or other agreement that applies to Participant. If Participant is a party to an employment agreement or severance plan or agreement with the Company and such plan or agreement includes one or more provisions that specifically applies to equity awards such as this Award, such provisions of such plan or agreement are hereby superseded and shall not apply to this Award. Acceptance of this Agreement shall be deemed an amendment or modification of such other plan or agreement solely with respect to this Award.** If provisions of the Plan and this Agreement conflict, the Plan provisions will govern.

19. **Modification of Agreement.** No provision of this Agreement may be materially amended or waived unless agreed to in writing and signed by the Committee (or its designee). Any such amendment to this Agreement that is materially adverse to Participant shall not be effective unless and until Participant consents, in writing, to such amendment (provided that any amendment that is required to comply with Section 409A shall be effective without consent unless Participant expressly denies consent to such amendment in writing). The failure to exercise, or any delay in exercising, any right, power or remedy under this Agreement shall not waive any right, power or remedy which the Company has under this Agreement.

20. **Participant Bound by Plan; Successors.** Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or

this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.

21. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

22. **Section 409A.**

(a) General. It is intended that payments under this Agreement will not be considered nonqualified deferred compensation subject to Section 409A and that such payments will satisfy the exemption from Section 409A for "short-term deferrals." Notwithstanding the foregoing, to the extent that any compensation payable under this Agreement constitutes deferred compensation within the meaning of Section 409A, (i) this Agreement and the payments hereunder will be administered and interpreted to comply with Section 409A and the Department of Treasury regulations and other guidance thereunder, (ii) any provisions of this Agreement that provide for payment of compensation that is subject to Section 409A and that has payment triggered by Participant's termination of employment shall be deemed to provide for payment that is triggered only by Participant's "separation from service" within the meaning of Treasury Regulation Section §1.409A-1(h) (a "Section 409A Separation from Service"), (iii) if Participant is a "specified employee" within the meaning of Treasury Regulation Section §1.409A-1(i) on the date of Participant's Section 409A Separation from Service (with such status determined by the Company in accordance with rules established by the Company in writing in advance of the "specified employee identification date" that relates to the date of such Section 409A Separation from Service or in the absence of such rules established by the Company, under the default rules for identifying specified employees under Treasury Regulation Section 1.409A-1(i)), such compensation triggered by such Section 409A Separation from Service shall be paid to Participant six months following the date of such Section 409A Separation from Service (provided, however, that if Participant dies after the date of such Section 409A Separation from Service, this six month delay shall not apply from and after the date of Participant's death); and (iv) to the extent necessary to comply with Code Section 409A, if a Change in Control does not constitute a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A and the Treasury Regulations thereunder, the right to the Shares subject to the Award shall vest and be nonforfeitable as of the date of the Change in Control as specified in Section 2(b) above but the settlement and transfer of the Shares (or cash in lieu of Shares) under Section 4 shall not occur until the Vesting Date or a qualifying termination of employment following the Change in Control, subject to delay as provided in clause (iii) above. For purposes of Section 409A, each payment under this Agreement shall be treated as a separate payment.

(b) No Company Representation. Notwithstanding the foregoing, the Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or penalties that Participant or any beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

23. **Consent for Accumulation and Transfer of Data.** Participant consents to the accumulation and transfer of data concerning him or her and the Award to and from the Company (and its Subsidiaries) and such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and its Subsidiaries hold certain personal information about Participant, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all grants or awards, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data includes but is not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and its Subsidiaries to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and its Subsidiaries to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company and its Subsidiaries, any third-party stock plan administrator, and any company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

24. **Notices.** Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company as follows:

BlueLinx Holdings Inc.
c/o General Counsel & Corporate Secretary
1950 Spectrum Circle, Suite 300
Marietta, GA 30067

Any notice to be given under the terms of this Agreement to Participant shall be addressed to Participant at the address listed in the Company's records. By a notice given pursuant to this Section 24, either party may designate a different address for notices. Any notice shall be deemed to have been duly given when personally delivered (addressed as specified above) or when enclosed in a properly sealed envelope (addressed as specified above) and deposited, postage prepaid, with the U.S. postal service or an express mail company.

25. **Venue and Choice of Law**. The laws of the State of Georgia shall govern this Agreement without regard for conflicts of law rules. If Georgia's conflicts of law rules would otherwise apply another state's laws, Participant agrees that Georgia law shall still govern. The exclusive forum for any action to enforce this Agreement, as well as any action relating to or arising out of this Agreement, shall be the state or federal courts of the State of Georgia. Participant hereby consents to the personal jurisdiction and venue of the state and/or federal courts located in Georgia and waives (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such Georgia courts.

26. **Effectiveness of Agreement.** This Agreement shall not be effective unless and until Participant shall have signed or acknowledged this Agreement as specified herein within thirty (30) days following the Grant Date. If Participant does not satisfy this requirement, the Award will automatically become void and of no effect at midnight on the thirty-first (31st) day following the Grant Date.

BLUELINX HOLDINGS INC.

By signing below or by acknowledging this Award as evidenced by electronic means acceptable to the Committee, Participant hereby (i) acknowledges that a copy of the Plan, the Plan Prospectus and the Company's latest annual report to stockholders or annual report on Form 10-K are available from the Company's intranet site or upon request, (ii) represents that he or she is familiar with the terms and provisions of this Agreement and the Plan, and (iii) accepts the award of RSUs subject to all the terms and provisions of this Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee regarding any questions arising under the Plan. Participant authorizes the Company to withhold from any compensation payable to him including by withholding Shares, in accordance with applicable law, any taxes required to be withheld by federal, state or local law as a result of the grant or vesting of the RSUs.

###REQUIRED_SIGNATURE###
(Signature)

###PARTICIPANT_NAME### ###ACCEPTANCE_DATE###
(Printed Name) (Date)

BLUELINX HOLDINGS INC.

2021 LONG-TERM INCENTIVE PLAN

2026 TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

###PARTICIPANT_NAME###

Number of Shares Subject to Award: ###TOTAL_AWARDS###

Grant Date: ###GRANT_DATE###

Pursuant to the BlueLinx Holdings Inc. 2021 Long-Term Incentive Plan (the "Plan"), BlueLinx Holdings Inc., a Delaware corporation (the "Company"), has granted the above-named participant ("Participant") Restricted Stock Units (the "RSUs" or the "Award") entitling Participant to receive such number of shares of Company common stock (the "Shares") as is set forth above on the terms and conditions set forth in this agreement (this "Agreement") and the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant Date.** The Company granted the Award to Participant on the Grant Date set forth above (the "Grant Date").

2. **Vesting.**

(a) Cliff Vesting. Except as provided in subsection (c) below, if Participant remains employed by the Company, the RSUs and the right to the Shares shall vest with respect to one hundred percent (100%) of the Shares subject to the Award (rounded up to the nearest whole Share, as necessary) on the third anniversary of the Grant Date (the "Vesting Date").

(b) Hold Period. Participant will not be permitted to sell, transfer, pledge, or assign the Shares for a period of two (2) years from the Vesting Date. Notwithstanding the foregoing, this subsection (b) shall no longer apply (1) following the effective date of Participant's termination of employment from the Company for any reason whatsoever, or (2) upon a Change in Control.

(c) Change in Control.

(i) Upon a Change in Control, if the surviving entity in such Change in Control does not assume or replace the Award, then the Award shall become fully vested and nonforfeitable and subject to settlement and transfer of Shares under Section 4 as of the effective date of the Change in Control.

(ii) If the surviving entity in the Change in Control assumes or replaces the Award, and Participant's employment is subsequently terminated by the Company (or its successor in the Change in Control) other than for Cause (as defined in Participant's then-current written employment agreement, or if no such agreement exists, in any applicable policy or plan of the Company in effect immediately prior to the effective date of the Change in Control), or Participant's employment is subsequently terminated by Participant for Good Reason (as defined in Participant's then-current written employment agreement, or if no such agreement exists, in any applicable policy or plan of the Company in effect prior to the effective date of the Change in Control), in either case within twenty-four (24) calendar months following the effective date of the Change in Control, then the assumed or replaced Award shall become fully vested and nonforfeitable and subject to settlement and transfer under Section 4 as of the date of such termination of employment. If Participant is not a party to a written employment agreement or covered by a policy or plan of the Company that contains a definition of Cause and is in effect immediately prior to the effective date of a Change in Control, then the accelerated vesting described above for a termination of employment for other than for Cause does not apply to Participant. Similarly, if Participant is not a party to a written employment agreement or covered by a policy or plan of the Company that contains a definition of Good Reason and is in effect immediately prior to the effective date of a Change in Control, then the accelerated vesting described above for a termination of employment by Participant for Good Reason does not apply to Participant.

3. **Forfeiture of RSUs.**

(a) Termination of Employment. Prior to the Vesting Date, except as otherwise provided herein, any unvested RSUs shall be immediately forfeited upon Participant's termination of employment with the Company for any reason whatsoever; provided, that the Committee reserves the right, in its sole discretion, to waive or amend this provision, in whole or in part. For purposes of this Agreement, employment with any Subsidiary of the Company shall be considered employment with the Company and a termination of employment shall mean a termination of employment with the Company and each Subsidiary by which Participant is employed. Upon the effective date of a Change in Control, all references in this Agreement to employment with the Company shall be deemed to include employment with the surviving entity in such Change in Control and its subsidiaries, and any transfer of employment from the Company or any Subsidiary to the surviving entity in such Change in Control or any of its subsidiaries shall not constitute a termination of employment or otherwise interrupt Participant's continuous employment for purposes of this Agreement.

(b) Restrictive Covenants. If Participant breaches or otherwise fails to comply with such restrictive covenants agreement, the terms of Section 13 below, or any other non-compete, non-solicitation or similar agreement with the Company or a Subsidiary, in addition to all rights the Company or its Subsidiary has under such agreement, at law or in equity, RSUs that have not become vested and settled before such breach or failure to comply shall expire at that time, shall not become vested or settled after such time and shall be forfeited at such time without any payment therefor.

4. **Transfer of Vested Shares.** Stock certificates (or appropriate evidence of ownership including certificateless book-entry issuance) for Shares representing vested RSUs, if any (less any Shares representing vested RSUs that were previously delivered to Participant), will be delivered to Participant (or, if permitted by the Company in its sole discretion, to a party designated by Participant) on or as soon as practicable after (but no later than 30 days after) the Vesting Date, the date of a Change in Control, and the date of Participant's termination of employment (subject, as applicable, to delay under Section 22). Any Shares issued to Participant will not be subject to any restrictions under this Agreement but may be subject to certain restrictions under applicable securities laws.

5. **Non-Transferability of Award.** The RSUs and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or

hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void.

6. **Conditions to Issuance of Shares.** The Shares deliverable to Participant hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to issue or deliver any Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the Securities and Exchange Commission ("SEC") or any other governmental regulatory body, which the Committee shall, in its discretion, deem necessary or advisable; and (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable.

7. **No Rights as Stockholder.** Participant shall not have voting, dividend or any other rights as a stockholder of the Company with respect to the unvested Shares subject to the RSUs. Upon settlement of the Award into Shares, Participant will obtain full voting and other rights as a stockholder of the Company with respect to such Shares.

8. **Administration.** The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

9. **Fractional Shares.** Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

10. **Adjustments in Capital Structure.** In the event of a change in corporate capitalization as described in Sections 4.3 and 18.2 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Award. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.

11. **Taxes.**

(a) Withholding. Upon the vesting and delivery of Shares subject to this Award, Participant shall pay or make adequate arrangements satisfactory to the Company and/or the employing Subsidiary to withhold all applicable federal, state and local income and employment taxes ("Tax Withholding Amounts") payable with respect to this Award from Participant's wages or other cash compensation paid to Participant by the Company and/or the Subsidiary or from proceeds of the sale of Shares. For any payment made to Participant in Shares hereunder, generally the Company will satisfy such tax obligations by withholding and cancelling a number of Shares having a market value on the date the tax is to be determined sufficient to satisfy the Tax Withholding Amounts, provided that the amount to be withheld may not exceed the tax withholding obligations associated with the Award to the extent needed for the Company to treat the Award as an equity award for accounting purposes and to comply with applicable tax withholding laws. The Company will withhold the whole number of Shares sufficient to satisfy the Tax Withholding Amounts and will make a cash payment to Participant for the difference between the market value of the Shares withheld and the Tax Withholding Amounts on the payment date specified in Section 4 above (but if this would cause adverse accounting treatment to the Company then the Company will withhold one fewer Share and Participant must pay cash to the Company in an amount equal to any withholding due in excess of the market value of the Shares withheld). Participant may elect to pay applicable Tax Withholding Amounts by check rather than by Share withholding as described above. The Company will deduct all applicable Tax Withholding Amounts from any payment made to Participant in cash hereunder.

(b) Participant Responsibility. Participant acknowledges and agrees that the ultimate liability for all taxes legally due by him or her is and remains Participant's responsibility and that the Company and/or the Subsidiary: (i) make no representations nor undertakings regarding the treatment of any taxes in connection with any aspect of this Award, including the grant or vesting of the Shares subject to this Award or the subsequent sale of Shares acquired pursuant to such vesting; and (ii) do not commit to structure the terms of the grant or any aspect of this Award to reduce or eliminate Participant's liability for taxes. In addition, Participant shall pay the Company or the Subsidiary any amount of Tax Withholding Amounts that the Company or the Subsidiary may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax Withholding Amounts.

12. **Confidential Information.** Participant acknowledges that Participant developed and/or obtained or have had and will in the future continue to have access to Company Confidential Information or trade secrets. The phrase "Confidential Information" means the Company's data, or information, without regard to form, related to the business of the Company, regardless of whether the data or information constitutes a trade secret, disclosed to the Participant or learned by the Participant as a consequence of Participant's relationship with the Company, that is valuable to the Company, is not generally known to the Company's competitors and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data and similar information. Confidential Information does not include data or information that has been voluntarily disclosed by the Company to the public (except where such public disclosure has been made by Participant without the Company's authorization), that has been independently developed and disclosed by others, or that has otherwise entered the public domain through lawful means.

13. **Restrictive Covenants.**

(a) Non-Competition. In consideration for this Award from the Company, and the promise of continued and future access to Confidential Information, as defined in this Agreement, Participant agrees that during Participant's employment with the Company, and for two (2) years thereafter, Participant will not engage in, provide, or perform Competitive Services within the geographic area or any other geographic area where Participant worked on behalf of the Company during the two (2) years preceding the termination of Participant's employment from the Company. For purposes of this Agreement, "Competitive Services" means providing or offering products or services of the type conducted, authorized, offered, or provided by the Company as of the date of Participant's termination, or during the two (2) years immediately prior to the date of Participant's termination from employment, including without limitation, the wholesale distribution of building products. Except as set forth herein, this Section 13 is not intended to prevent Participant from engaging in any activity that is not substantially the same as or competitive with the Company.

(b) Non-Solicitation. During Participant's employment with the Company, and for two (2) years immediately thereafter, Participant shall not, on Participant's own behalf, or on behalf of any other person or entity, solicit, divert, take away, induce or attempt to solicit, divert, take away, induce any customer or actively sought prospective customer or vendor of the Company, with whom the Participant had material contact during the last twelve (12) months of Participant's employment with Company, for the purpose of offering, providing or procuring products or services that are competitive with those products or services offered, provided or procured by the Company within two (2) years prior to the termination of Participant's employment with the Company.

(c) Law Specific Limitations. Section 13(a) is subject to the following limitations or agreements for Participants based on the specific instances listed below.

(i) Prospective federal law may limit the applicability and enforceability of Section 13 (a) to those who are determined to be a "Senior Executive." To the extent that this law becomes enacted and enforceable, Section 13 (a) will only apply to those Participants who meet the definition of a "Senior Executive."

(ii) Subject to Section 13 (c)(i) above, specific States listed below limit the applicability and enforceability of Section 13(a). The Company agrees to these limitations solely for the purpose of compliance with each State's laws. If Participant's employment with the Company is not based in the following States, Participant agrees that Section 13(a) applies in full.

For Participants based in Colorado, Section 13(a) does not apply to unless Participant's annualized cash compensation from the Company is at least $130,014 in 2026. Section 13(a) still only restricts Participant from engaging in any activity for Competitive Services (as defined above) in which the use, disclosure, or misappropriation of Confidential Information Participant had access to or obtained during Participant's employment with the Company which may provide the Competitive Services with a competitive advantage against the Company, and/or otherwise cause harm to the Company.

For Participants based in the District of Columbia, Section 13(a) does not apply to unless Participant is reasonably expected to earn in a consecutive 12-month period or have earned in the preceding 12-month period, compensation greater than or equal to $162,164.

For Participants based in Louisiana, Participant agrees that the Company operates throughout the State of Louisiana, and that Section 13(a) therefore applies in every parish and municipality in the State.

For Participants based in the State of Washington, Section 13(a) does not apply unless Participant's annual earnings from the Company exceed $126,858.83 in

2026; provided, however, that effective June 30, 2027, Section 13(a) shall be void and unenforceable as to Participants based in the State of Washington, regardless of Participant's annual earnings from the Company. In addition, for Participants based in the State of Washington, effective June 30, 2027: (1) no forfeiture under Section 3(b) shall apply as a consequence of Participant engaging in competition or breaching Section 13(a), provided that this limitation does not affect forfeiture arising from breach of Section 13(b), the confidentiality obligations in Section 12, or any covenant protecting trade secrets or Confidential Information; and (2) Section 13(b) shall apply only to solicitation of a current or prospective customer, patient, or client with whom Participant established or substantially developed a direct relationship through Participant's work for the Company, shall not apply to vendors, and shall not be construed to directly or indirectly prohibit the acceptance or transaction of business with a customer.

14. **Participant Acknowledgments and Agreements.** By accepting the grant of this Award, Participant acknowledges and agrees that: (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (b) the grant of this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares, or benefits in lieu of Shares, even if Shares have been granted repeatedly in the past; (c) all decisions with respect to future grants, if any, will be at the sole discretion of the Company and the Committee; (d) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (e) Participant is participating voluntarily in the Plan; (f) this Award is an extraordinary item that is outside the scope of Participant's employment contract, if any; (g) this Award is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (h) in the event Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company; (i) the value of the Shares may increase or decrease in value and the future value of the underlying Shares cannot be predicted; and (j) except as otherwise set forth herein, in the event of any termination of employment (whether or not in breach of local labor laws), Participant's right to vest in the Award and receive any Shares will terminate effective as of the date that Participant is no longer employed and will not be extended by any notice period mandated under local statute, contract or common law; the Committee shall have the exclusive discretion to determine when Participant is no longer employed for purposes of this Award.

15. **Plan Information.** By signing or acknowledging this Agreement as specified below, Participant agrees to be bound by the Plan and to receive copies of the Plan, the Plan prospectus and other Plan information from the Company's intranet and shareholder information, including copies of any annual report, proxy statement, Form 10-K, Form 10-Q, Form 8-K and other information filed with the SEC, from the investor relations section of the Company's website at www.BlueLinxCo.com. Participant acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

16. **Injunctive Relief.** Participant agrees that the restraints contained in Section (13) are, in consideration for, and necessary for the protection of the goodwill, Confidential Information, and other legitimate interests of the Company; that each and every restraint is reasonable in respect to subject matter, length of time and geographic area, to the extent they apply in the geographic area in which Participant's employment with the Company is based; and that these restraints, neither individually nor in the aggregate, will prevent Participant from obtaining other suitable employment during the period in which Participant is bound by such restraints. Participant further acknowledges that, if Participant breaches the covenants contained in Section 13, the damage to the Company would be irreparable. Participant therefore agrees that the Company, in addition to any other remedies available to it, including, without limitation, the remedies set forth in Section 17 below, shall be entitled to injunctive relief against Participant's breach or threaten breach of said covenants, to the extent they apply, in the Geographic Area. Participant and the Company further agree, in the event that any one or more of the provisions of Section 13 shall be determined by a court of competent jurisdiction to be unenforceable by reason of it being overly broad, such provision shall be modified by such court to the extent necessary to permit its enforcement to the maximum extent permitted by law.

17. **Clawback Policy.** This Award shall be subject to: (a) the terms and conditions of any applicable policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended), including but not limited to Policy on "Recovery of Erroneously Awarded Incentive-Based Compensation" as adopted effective November 15, 2023, and as it may be amended or replaced from time to time; (b) terms and conditions regarding recoupment or recovery of compensation in any agreement between the Company or any Subsidiary and Participant; and (c) the requirements of any applicable law or regulation with respect to the recoupment or recovery of incentive compensation. Participant hereby agrees to be bound by the requirements of this Section 17. The recoupment or recovery of any portion of the Award (or vested Shares) that is permitted by any such policy, agreement, law or regulation may be made by the Company or the Subsidiary that employed Participant.

18. **Complete Agreement.** The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant, oral or written, with respect to the subject matter hereof. **The terms of this Agreement control over any contrary provision in Participant's employment agreement with the Company or in any severance plan or other agreement that applies to Participant. If Participant is a party to an employment agreement or severance plan or agreement with the Company and such plan or agreement includes one or more provisions that specifically applies to equity awards such as this Award, such provisions of such plan or agreement are hereby superseded and shall not apply to this Award. Acceptance of this Agreement shall be deemed an amendment or modification of such other plan or agreement solely with respect to this Award.** If provisions of the Plan and this Agreement conflict, the Plan provisions will govern.

19. **Modification of Agreement.** No provision of this Agreement may be materially amended or waived unless agreed to in writing and signed by the Committee (or its designee). Any such amendment to this Agreement that is materially adverse to Participant shall not be effective unless and until Participant consents, in writing, to such amendment (provided that any amendment that is required to comply with Section 409A shall be effective without consent unless Participant expressly denies consent to such amendment in writing). The failure to

exercise, or any delay in exercising, any right, power or remedy under this Agreement shall not waive any right, power or remedy which the Company has under this Agreement.

20. **Participant Bound by Plan; Successors.** Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.

21. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

22. **Section 409A.**

(a) General. It is intended that payments under this Agreement will not be considered nonqualified deferred compensation subject to Section 409A and that such payments will satisfy the exemption from Section 409A for "short-term deferrals." Notwithstanding the foregoing, to the extent that any compensation payable under this Agreement constitutes deferred compensation within the meaning of Section 409A, (i) this Agreement and the payments hereunder will be administered and interpreted to comply with Section 409A and the Department of Treasury regulations and other guidance thereunder, (ii) any provisions of this Agreement that provide for payment of compensation that is subject to Section 409A and that has payment triggered by Participant's termination of employment shall be deemed to provide for payment that is triggered only by Participant's "separation from service" within the meaning of Treasury Regulation Section §1.409A-1(h) (a "Section 409A Separation from Service"), (iii) if Participant is a "specified employee" within the meaning of Treasury Regulation Section §1.409A-1(i) on the date of Participant's Section 409A Separation from Service (with such status determined by the Company in accordance with rules established by the Company in writing in advance of the "specified employee identification date" that relates to the date of such Section 409A Separation from Service or in the absence of such rules established by the Company, under the default rules for identifying specified employees under Treasury Regulation Section 1.409A-1(i)), such compensation triggered by such Section 409A Separation from Service shall be paid to Participant six months following the date of such Section 409A Separation from Service (provided, however, that if Participant dies after the date of such Section 409A Separation from Service, this six month delay shall not apply from and after the date of Participant's death); and (iv) to the extent necessary to comply with Code Section 409A, if a Change in Control does not constitute a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A and the Treasury Regulations thereunder, the right to the Shares subject to the Award shall vest and be nonforfeitable as of the date of the Change in Control as specified in Section 2(b) above but the settlement and transfer of the Shares (or cash in lieu of Shares) under Section 4 shall not occur until the Vesting Date or a qualifying termination of employment following the Change in Control, subject to delay as provided in clause (iii) above. For purposes of Section 409A, each payment under this Agreement shall be treated as a separate payment.

(b) No Company Representation. Notwithstanding the foregoing, the Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or penalties that Participant or any beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

23. **Consent for Accumulation and Transfer of Data.** Participant consents to the accumulation and transfer of data concerning him or her and the Award to and from the Company (and its Subsidiaries) and such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and its Subsidiaries hold certain personal information about Participant, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all grants or awards, vested, unvested, or expired (the “personal data”). Certain personal data may also constitute “sensitive personal data” within the meaning of applicable local law. Such data includes but is not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and its Subsidiaries to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and its Subsidiaries to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company and its Subsidiaries, any third-party stock plan administrator, and any company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

24. **Notices.** Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company as follows:

BlueLinx Holdings Inc.
c/o General Counsel & Corporate Secretary
1950 Spectrum Circle, Suite 300
Marietta, GA 30067

Any notice to be given under the terms of this Agreement to Participant shall be addressed to Participant at the address listed in the Company’s records. By a notice given pursuant to this Section 24, either party may designate a different address for notices. Any notice shall be deemed to have been duly given when personally delivered (addressed as specified above) or when enclosed in a properly sealed envelope (addressed as specified above) and deposited, postage prepaid, with the U.S. postal service or an express mail company.

25. **Venue and Choice of Law**. The laws of the State of Georgia shall govern this Agreement without regard for conflicts of law rules. If Georgia’s conflicts of law rules would otherwise apply another state’s laws, Participant agrees that Georgia law shall still govern. The exclusive forum for any action to enforce this Agreement, as well as any action relating to or arising out of this Agreement, shall be the state or federal courts of the State of Georgia. Participant hereby consents to the personal jurisdiction and venue of the state and/or federal courts located in Georgia and waives (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such Georgia courts.

26. **<u>Effectiveness of Agreement</u>.** This Agreement shall not be effective unless and until Participant shall have signed or acknowledged this Agreement as specified herein within thirty (30) days following the Grant Date. If Participant does not satisfy this requirement, the Award will automatically become void and of no effect at midnight on the thirty-first (31st) day following the Grant Date.

BLUELINX HOLDINGS INC.

By signing below or by acknowledging this Award as evidenced by electronic means acceptable to the Committee, Participant hereby (i) acknowledges that a copy of the Plan, the Plan Prospectus and the Company's latest annual report to stockholders or annual report on Form 10-K are available from the Company's intranet site or upon request, (ii) represents that he or she is familiar with the terms and provisions of this Agreement and the Plan, and (iii) accepts the award of RSUs subject to all the terms and provisions of this Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee regarding any questions arising under the Plan. Participant authorizes the Company to withhold from any compensation payable to him including by withholding Shares, in accordance with applicable law, any taxes required to be withheld by federal, state or local law as a result of the grant or vesting of the RSUs.

###REQUIRED_SIGNATURE###
(Signature)

###PARTICIPANT_NAME### ###ACCEPTANCE_DATE###
(Printed Name) (Date)

EXHIBIT 31.1

CERTIFICATION REQUIRED BY RULE 13a-14(a) OR RULE 15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934

I, Shyam K. Reddy, certify that:

(1) I have reviewed this quarterly report on Form 10-Q of BlueLinx Holdings 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.

August 4, 2026

/s/ Shyam K. Reddy
Shyam K. Reddy
President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION REQUIRED BY RULE 13a-14(a) OR RULE 15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934

I, C. Kelly Wall, certify that:

(1) I have reviewed this quarterly report on Form 10-Q of BlueLinx Holdings 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.

August 4, 2026

/s/ C. Kelly Wall

C. Kelly Wall
Senior Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)

EXHIBIT 32.1

BLUELINX HOLDINGS INC.
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 quarterly report of BlueLinx Holdings Inc. (the “Company”) on Form 10-Q for the period ending July 4, 2026, as filed with the United States Securities and Exchange Commission on the date hereof (the “Report”), I, Shyam K. Reddy, Chief Executive Officer of the Company, do hereby certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 4, 2026

/s/ Shyam K. Reddy
Shyam K. Reddy
President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

BLUELINX HOLDINGS INC.
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 quarterly report of BlueLinx Holdings Inc. (the “Company”) on Form 10-Q for the period ending July 4, 2026, as filed with the United States Securities and Exchange Commission on the date hereof (the “Report”), I, C. Kelly Wall, Senior Vice President, Chief Financial Officer and Treasurer of the Company, do hereby certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 4, 2026

/s/ C. Kelly Wall
C. Kelly Wall
Senior Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)