

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) October 15, 2026 (October 14, 2026)

GIBRALTAR INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

000-22462
(Commission File Number)

16-1445150
(IRS Employer Identification No.)

3556 Lake Shore Road
P.O. Box 2028
Buffalo, New York 14219-0228
(Address of principal executive offices) (Zip Code)

(716) 826-6500
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	ROCK	NASDAQ Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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. ☐

Item 1.01 Entry Into a Material Definitive Agreement

On October 14, 2026, D.S.B. Holding Corp., a Delaware corporation (“Seller”) and direct wholly-owned subsidiary of Gibraltar Industries, Inc., a Delaware corporation (“Gibraltar” or the “Company”), and The D.S. Brown Company, an Ohio corporation (“DSB”) and indirect wholly-owned subsidiary of Gibraltar, entered into a Securities Purchase Agreement (the “Agreement”), with GCP Applied Technologies Inc., a Delaware corporation (“Buyer”), and Saint-Gobain Corporation, a Pennsylvania corporation (“Parent”), as guarantor of certain obligations of Buyer under the Agreement. Gibraltar is a party to the Agreement for the limited purposes of insurance and special tax indemnification provisions. Subject to the terms and conditions set forth in the Agreement, Seller has agreed to sell to Buyer all of the issued and capital stock of DSB (such sale transaction, the “Transaction”). Buyer is an affiliate of Parent.

On the terms and subject to the conditions set forth in the Agreement, Buyer has agreed to pay Seller an aggregate purchase price of \$208.0 million in cash at the closing of the Transaction, subject to customary adjustments related to working capital, indebtedness, cash and transaction expenses, as set forth in the Agreement.

The Agreement contains customary representations, warranties, and covenants by each of Seller, DSB and Buyer. Among other things, between the date of the Agreement and the closing of the Transaction, subject to certain exceptions, DSB has agreed to use commercially reasonable efforts to conduct its business in the ordinary course and to not take certain actions without Buyer’s prior written consent.

The closing of the Transaction is subject to certain customary closing conditions, including, among others: (a) the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the “HSR Act”); (b) the absence of an injunction or legal prohibition prohibiting the closing of the Transaction and (c) the accuracy of the parties’ respective representations and warranties and compliance by each party with their respective covenants and obligations contained in the Agreement, subject in each case to certain standards of materiality. Subject to the satisfaction of these closing conditions, the Transaction is expected to close before the end of calendar year 2026. No vote of Gibraltar’s stockholders is required to approve the Transaction.

The Agreement includes certain termination provisions, including the right of either Seller or Buyer to terminate the Agreement if (a) the closing of the Transaction has not occurred by January 31, 2027 (subject to up to five 30-day automatic extensions) in the event that the waiting period under the HSR Act has not expired or been terminated or an order or injunction or law preventing the closing of the Transaction related to competition laws matters is in effect, and the other conditions for the closing of the Transaction have been satisfied as of such date (other than conditions that by their terms cannot be satisfied until the closing, which conditions are capable of being satisfied at the closing), (b) there is a final, non-appealable decision, judgment or order or other action enjoining or otherwise prohibiting the Transaction by a governmental body prohibiting the closing of the Transaction or (c) in the event of material breach by the other party of its representations, warranties and covenants, subject to a customary notice and cure period.

The foregoing summary of the Agreement does not purport to be complete and is qualified in its entirety by reference to the text of the Agreement, attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

The foregoing summary has been included to provide investors and security holders with information regarding the terms of the Agreement and is qualified in its entirety by the terms and conditions of the Agreement. It is not intended to provide any other factual information about Gibraltar, Seller, DSB, Buyer or their respective subsidiaries and affiliates, including Parent. The Agreement contains representations and warranties by each of the parties to the Agreement, which were made only for purposes of the Agreement and as of specified dates. The representations, warranties, covenants, and agreements in the Agreement were made solely for the benefit of the parties to the Agreement, are subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Agreement instead of establishing these matters as facts, and are subject to standards of materiality applicable to the contracting parties that may differ from those applicable to investors. Investors should not rely on the representations, warranties, covenants, and agreements or any descriptions thereof as characterizations of the actual state of facts or condition of Gibraltar, Seller, DSB, Buyer or their respective subsidiaries and affiliates. Moreover, information concerning the subject matter of the representations, warranties, covenants, and agreements may change after the date of the Agreement, which subsequent information may or may not be fully reflected in Gibraltar’s public disclosures, and unless required by applicable law, Gibraltar undertakes no obligation to update such information.

Item 7.01 Regulation FD Disclosure*

On October 15, 2026, Gibraltar issued a press release, attached as Exhibit 99.1 to this Current Report on Form 8-K, announcing entry into the Agreement described above.

The information in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits

(a)-(c) Not Applicable

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Securities Purchase Agreement dated October 14, 2026
99.1	Press Release dated October 15, 2026
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

* Certain schedules, exhibits and annexes have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted schedules, exhibits and annexes upon request by the SEC; provided, however, that the Company may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any schedules, exhibits or annexes so furnished.

Information Concerning Forward Looking Statements

Certain information set forth in this Current Report on Form 8-K and exhibits attached hereto, other than historical statements, contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 that are based, in whole or in part, on current expectations, estimates, forecasts, and projections about Gibraltar’s business, and management’s beliefs about future operations, results, and financial position. These statements are not guarantees of future performance and are subject to a number of risk factors, uncertainties, and assumptions. Actual events, performance, or results could differ materially from the anticipated events, performance, or results expressed or implied by such forward-looking statements. Factors that could cause actual results to differ materially from current expectations include, among other things: the occurrence of any event, change or other circumstances that could give rise to the termination of the Agreement or could cause the consummation of the Transaction to be delayed or to fail to occur; the failure to obtain certain required regulatory approvals or the failure to satisfy any of the other closing conditions to the completion of the Transaction within the expected timeframes or at all; risks related to disruption of management’s attention from Gibraltar’s ongoing business operations due to the Transaction; the effect of the announcement of the Transaction on the ability of Gibraltar to retain and hire key personnel and maintain relationships with its customers, suppliers and others with whom it does business, or on its operating results and business generally; the ability of Gibraltar to meet expectations regarding the timing and completion of the Transaction; the outcome of any legal proceedings that may be instituted against Gibraltar related to the Transaction; changes to economic conditions and customer demand for the Company’s products; the availability and pricing of principal raw materials and component parts, supply chain challenges causing project delays and field operations inefficiencies and disruptions, the loss of any key customers, adverse effects of inflation, the ability to continue to improve operating margins, the ability to generate order flow and sales and increase backlog; the ability to translate backlog into net sales, other general economic conditions and conditions in the particular markets in which Gibraltar operates, changes in spending due to laws and government incentives, such as the Infrastructure Investment and Jobs Act, changes in customer demand and capital spending, competitive factors and pricing pressures, the ability to develop and launch new products in a cost-effective manner, the ability to realize synergies from other newly acquired businesses, disruptions to IT systems, the impact of trade and regulation, rebates, credits and incentives and variations in government spending and ability to derive expected benefits from restructuring, productivity initiatives, liquidity enhancing actions, and

other cost reduction actions. Before making any investment decisions regarding the Company, we strongly advise you to read the section entitled “Risk Factors” in the most recent annual report on Form 10-K which can be accessed under the “SEC Filings” link of the “Investor Info” page of the website at www.Gibraltar1.com. The Company undertakes no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by applicable law or regulation.

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.

GIBRALTAR INDUSTRIES, INC.

Date: October 15, 2026

By: /s/ Joseph A. Lovechio
Joseph A. Lovechio
Vice President and Chief Financial Officer

Final Version

SECURITIES PURCHASE AGREEMENT

BY AND AMONG

GCP Applied Technologies Inc.,

as Buyer,

D.S.B. Holding Corp.,

as Seller,

The D.S. Brown Company,

as Company,

Saint-Gobain Corporation,

as Guarantor,

Gibraltar Industries, Inc.,

as Gibraltar

Dated as of October 14, 2026

TABLE OF CONTENTS

	Page
ARTICLE 1 SALE AND PURCHASE OF THE COMPANY SECURITIES	1
1.1 Sale and Purchase of the Company Securities	1
1.2 Estimated Purchase Price	1
1.3 Rollover PTO Amount	2
ARTICLE 2 CLOSING; CLOSING DELIVERABLES	2
2.1 Closing	2
2.2 Closing Actions and Deliveries	3
2.3 Purchase Price Adjustment	4
2.4 Withholding	8
ARTICLE 3 REPRESENTATIONS AND WARRANTIES RELATING TO SELLER	9
3.1 Organization and Good Standing	9
3.2 Authorization of Agreement	9
3.3 Title	9
3.4 Conflicts; Consents of Third Parties	9
3.5 Litigation	10
3.6 Financial Advisors	10
3.7 Disclaimers of Other Representations and Warranties	10
ARTICLE 4 REPRESENTATIONS AND WARRANTIES RELATING TO THE COMPANY	11
4.1 Organization and Good Standing	11
4.2 Authorization of Agreement	11
4.3 Conflicts; Consents of Third Parties	11
4.4 Capitalization	12
4.5 Subsidiaries	12
4.6 Financial Statements	12
4.7 Books and Records	13
4.8 No Undisclosed Liabilities	13
4.9 Absence of Certain Developments	13
4.10 Taxes	14
4.11 Real Property	17
4.12 Title to Assets	19
4.13 Intellectual Property; Information Technology; Data Privacy	19
4.14 Material Contracts	21
4.15 Government Contracts	23
4.16 Employee Benefits Plans	26
4.17 Employees	27
4.18 Litigation	29
4.19 Compliance with Laws; Permits; Product Approvals	29
4.20 Environmental Matters	30

4.21	Bank Accounts	31
4.22	Financial Advisors	31
4.23	Affiliate Transactions	31
4.24	Company Insurance Policies	31
4.25	Anticorruption Laws; Sanctions	32
4.26	Company Products	32
4.27	Specified Open Order	34
4.28	Material Customers and Suppliers	34
4.29	Disclaimers of Other Representations and Warranties	35
ARTICLE 5 REPRESENTATIONS AND WARRANTIES RELATING TO BUYER		35
5.1	Organization and Good Standing	35
5.2	Authorization of Agreement	36
5.3	Conflicts; Consents of Third Parties	36
5.4	Litigation	36
5.5	Investment Intention	37
5.6	Inspection	37
5.7	Financial Advisors	37
5.8	Financing	37
5.9	Solvency	38
5.10	Compliance with Sanctions Laws	38
5.11	R&W Insurance Policy	38
5.12	Access and Investigation; Condition of the Business, No Other Representations; Non-Reliance	39
ARTICLE 6 COVENANTS		39
6.1	Access to Information	39
6.2	Conduct of the Business	41
6.3	Regulatory Approvals	44
6.4	Further Assurances	46
6.5	Confidentiality	46
6.6	Directors and Officers Indemnification; Insurance	47
6.7	Preservation of Records	48
6.8	Publicity; Public Filings	48
6.9	Employees	49
6.10	Tax Matters	51
6.11	R&W Insurance Policy	57
6.12	Release of Guarantees	57
6.13	Resignations	58
6.14	Insurance	58
ARTICLE 7 CONDITIONS TO CLOSING		61
7.1	Mutual Conditions	61
7.2	Conditions Precedent to Obligations of Buyer	61
7.3	Conditions Precedent to Obligations of Seller and the Company	62
7.4	Frustration of Closing Conditions	63

ARTICLE 8 TERMINATION	63
8.1 Termination of Agreement	63
8.2 Procedure Upon Termination	64
8.3 Effect of Termination	64
ARTICLE 9 ADDITIONAL COVENANTS	65
9.1 No Survival	65
9.2 Exclusive Remedy	65
9.3 Release	66
9.4 Post-Closing Performance	67
9.5 NO LIABILITY	68
ARTICLE 10 MISCELLANEOUS	68
10.1 Specific Performance	68
10.2 Expenses	69
10.3 Governing Law	69
10.4 Jurisdiction; Consent to Service of Process	69
10.5 WAIVER OF JURY TRIAL	70
10.6 Entire Agreement	70
10.7 Amendments and Waivers	71
10.8 Notices	71
10.9 Severability	72
10.10 Binding Effect; Third-Party Beneficiaries; Assignment	72
10.11 Counterparts	73
10.12 Non-Recourse	73
10.13 Provision With Respect to Legal Representation	74
10.14 Disclosure Schedules	74
10.15 Guaranteed Obligations	75
ARTICLE 11 DEFINITIONS	77
11.1 Definitions	77
11.2 Other Definitional and Interpretive Matters	97
11.3 Joint Drafting	98
EXHIBITS	
Exhibit A: Transition Services Agreement (TSA)	
Exhibit B: Accounting Methodology	
Exhibit C: Illustrative Net Working Capital Calculation	
Exhibit D: R&W Insurance Policy	

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT is made and entered into as of October 14, 2026 (this “Agreement”), by and among (i) GCP Applied Technologies Inc., a Delaware corporation (“Buyer”), (ii) D.S.B. Holding Corp., a Delaware corporation (“Seller”), (iii) The D.S. Brown Company, an Ohio corporation (the “Company”), (iv) Saint-Gobain Corporation, a Pennsylvania corporation, as guarantor (“Guarantor”), solely for purposes of Section 10.15 and the other provisions expressly applicable to Guarantor thereunder, and (v) Gibraltar Industries, Inc., a Delaware corporation (“Gibraltar”), solely for purposes of Section 6.10(k) and Section 6.14. Buyer, Seller, and the Company are each individually referred to as a “Party” and collectively as the “Parties”. Guarantor is a Party solely for limited purposes of Section 10.15 and the other provisions expressly applicable to Guarantor hereunder. Capitalized terms used but not otherwise defined herein have the meanings set forth in ARTICLE 11.

RECITALS

A. Seller owns all of the issued and outstanding capital stock of the Company (collectively, the “Company Securities”).

B. The Company is engaged in designing, manufacturing and/or supplying bridge expansion joints, structural bearings, pavement products, waterproofing solutions, nano-trenching backfill and other engineered rubber, steel and chemical products for bridge, airport, highway and road, and fiber and telecommunications infrastructure (the “Business”).

C. The Parties desire to enter into this Agreement pursuant to which Seller will sell to Buyer, and Buyer will purchase from Seller, the Company Securities, and the Parties will enter into the other covenants and agreements set forth in this Agreement, on the terms and subject to the conditions set forth herein (the “Transaction”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 SALE AND PURCHASE OF THE COMPANY SECURITIES

1.1 Sale and Purchase of the Company Securities. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase and acquire from Seller, the Company Securities.

1.2 Estimated Purchase Price.

(a) Subject to the adjustment set forth in Section 2.3, the aggregate consideration to be paid by Buyer to Seller at the Closing for the Company Securities shall be an amount equal to the following:

- (i) \$208,000,000.00 (the “Base Amount”);

- (ii) *minus* Estimated Closing Date Debt;
- (iii) *plus* the Estimated Closing Date Cash;
- (iv) *plus* the Estimated Closing Date Net Working Capital Adjustment;
- (v) *minus* the Estimated Company Transaction Expenses;
- (vi) *plus* the Estimated Rollover PTO Amount.

The net amount determined pursuant to clauses (i) – (vi) above, which shall be determined in accordance with Section 2.3(a), is referred to herein as the “Estimated Purchase Price.” The Estimated Purchase Price is subject to adjustment after Closing as set forth in this Agreement.

(b) At Closing, Buyer shall pay, or cause to be paid:

- (i) to Seller, by wire transfer of immediately available funds to the account designated in writing by Seller, the Estimated Purchase Price;
- (ii) on behalf of the Company, all amounts necessary to discharge fully the outstanding balance of the aggregate amount of Funded Indebtedness as of the Closing, if any;
- (iii) on behalf of the Company, the Estimated Company Transaction Expenses to the applicable recipients set forth on the Estimated Closing Statement; *provided, however*, that the Buyer shall cause the Company to promptly pay the amount of any sale, change of control or similar bonuses or other compensatory amounts included in the Estimated Company Transaction Expenses after the Closing to the respective recipients through the Company’s payroll system *less* applicable withholding Taxes, and Buyer shall cause the Company to timely fund and satisfy all applicable withholding, deposit, remittance, reporting and filing obligations relating thereto; and
- (iv) pay all Buyer Transaction Expenses.

1.3 Rollover PTO Amount. At Closing, Seller shall, or shall cause its Affiliates to, pay each applicable Continuing Employee his or her respective portion of the Rollover PTO Amount, *less* applicable withholding Taxes, and Seller shall, or shall cause its Affiliates to, timely pay and satisfy all applicable withholding, deposit, remittance, reporting and filing obligations relating to the foregoing.

ARTICLE 2 CLOSING; CLOSING DELIVERABLES

2.1 Closing. The consummation of the sale and purchase of the Company Securities (the “Closing”) will take place by means of a virtual closing remotely via teleconference and through the electronic exchange of signatures at 8:00 a.m. (New York City time) on (a) the date that is the later of (i) December 7, 2026 and (ii) the third (3rd) Business Day after the satisfaction or waiver of the conditions set forth in Section 7.1, Section 7.2 and Section 7.3 (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing); or (b) such other date as Buyer and Seller may mutually agree in writing (email of counsel sufficient for such purpose). The date on which the

Closing occurs is referred to herein as the “Closing Date”. The Closing shall be deemed effective at 12:01 a.m. Eastern Time on the Closing Date.

2.2 Closing Actions and Deliveries. On the terms and subject to the conditions set forth in this Agreement, the applicable Parties shall take the following actions or make the following deliveries at or prior to the Closing:

(a) Seller shall deliver, or cause to be delivered, to Buyer customary payoff letters in respect of the aggregate amount of Funded Indebtedness, if any, as of the Closing (the “Payoff Letters”), and other evidence of the termination or release of, or the right to terminate or release, all Encumbrances (other than transfer restrictions arising under applicable securities Laws) on the Company Securities and all Encumbrances (other than Permitted Encumbrances) on the assets of the Company, in each case as set forth on Schedule 2.2(a).

(b) Seller shall execute and deliver an assignment with respect to the Company Securities to effect the transfer of the Company Securities to Buyer.

(c) Seller shall deliver to Buyer an executed IRS Form W-9, dated as of the Closing Date.

(d) Seller shall deliver to Buyer resignations of any officer or director of the Company, to the extent requested by Buyer.

(e) Buyer shall make the payments required by Section 1.2(b).

(f) Buyer shall deliver to Seller evidence that the R&W Insurance Policy has been procured, bound and in full force and effect as of the Closing Date in accordance with Section 6.11.

(g) Seller shall deliver to Buyer a counterpart signature page, duly executed by Gibraltar, to a Transition Services Agreement, substantially in the form attached hereto as Exhibit A (the “TSA”), dated as of the Closing Date, and Buyer shall deliver to Seller the TSA, duly executed by Buyer.

(h) Seller shall cause to be delivered to Buyer an assignment, in form and substance reasonably satisfactory to Buyer, duly executed by each of Gibraltar and the Company, assigning to the Company each of the Patent Applications that has not been assigned to the Company prior to the Closing.

(i) Each Party shall deliver to the other Party a certificate, in form and substance reasonably satisfactory to the other Party, duly executed by an authorized officer of such Party and dated as of the Closing Date, certifying that attached thereto: (i) are true, complete and correct copies of the resolutions duly adopted by the applicable governing body of such Party authorizing the Transaction, including the execution, delivery and performance of the applicable Transaction Documents to which such Party is a party; (ii) is the incumbency of such Party’s officers or authorized signatories; (iii) is a certificate of good standing of such Party issued by the Secretary of State of such Party’s incorporation; and (iv) are such Party’s Organizational Documents.

2.3 Purchase Price Adjustment.

(a) Estimated Closing Statement.

(i) No later than five (5) days prior to the Closing Date, Seller shall deliver to Buyer a written statement (the “Estimated Closing Statement”) setting forth in reasonable detail Seller’s good faith estimate of: (A) the Closing Date Debt (“Estimated Closing Date Debt”), (B) the Closing Date Cash (“Estimated Closing Date Cash”), (C) the Closing Date Net Working Capital (“Estimated Closing Date Net Working Capital”) and the resulting Estimated Closing Date Net Working Capital Adjustment, (D) the Closing Date Company Transaction Expenses (“Estimated Company Transaction Expenses”), (E) the Rollover PTO Amount (the “Estimated Rollover PTO Amount”), and (F) the resulting Estimated Purchase Price derived from the foregoing. The Estimated Closing Statement shall be prepared based upon the books and records of the Company in accordance with the definitions as provided in this Agreement and the provisions of Section 2.3(f). The Estimated Closing Statement shall be binding on the Parties for purposes of this Section 2.3(a) and for purposes of determining the Estimated Purchase Price.

(ii) Simultaneously with the Estimated Closing Statement, Seller shall deliver to Buyer a spreadsheet (the “Payment Spreadsheet”) setting forth: (A) the Estimated Purchase Price (together with wire transfer instructions for Seller); (B) the identity of each Person entitled to receive payment of any amount of Funded Indebtedness outstanding as of Closing, if any, and the amount of such Funded Indebtedness payable to each such Person (together with copies of any required security interest and collateral releases, in a form reasonably acceptable to Buyer and wire transfer instructions); and (C) the identity of each Person entitled to receive payment of Estimated Company Transaction Expenses and the amount payable to each such Person (together with applicable wire transfer instructions).

(b) Post-Closing Purchase Price Adjustments. As promptly as practicable, but no later than ninety (90) days after the Closing Date, Buyer shall deliver to Seller a statement (the “Preliminary Closing Statement”) setting forth Buyer’s good faith calculation of: (A) Closing Date Debt, (B) Closing Date Cash, (C) Closing Date Net Working Capital and the resulting Closing Date Net Working Capital Adjustment, (D) the Closing Date Company Transaction Expenses, (E) the resulting proposed Final Purchase Price derived from the foregoing; (F) the Rollover PTO Amount; and (G) all supporting documentation, calculations, and analyses used to prepare the Preliminary Closing Statement. The Preliminary Closing Statement shall (i) be prepared based upon the books and records of the Company in accordance with the definitions as provided in this Agreement and the Accounting Methodology set forth on Exhibit B, as applicable, each in accordance with their terms, and (ii) not include any changes in assets or liabilities as a result of purchase accounting adjustments or other changes arising from or resulting as a consequence of the transactions contemplated hereby. Buyer shall have no right to amend or otherwise revise the Preliminary Closing Statement after it is delivered to Seller. The post-Closing adjustment to the Estimated Purchase Price set forth in this Section 2.3(b) is intended solely to measure changes in the applicable purchase price adjustment components as of the Adjustment Time, consistent with the Accounting Methodology.

(c) Dispute Resolution Procedures.

(i) If Seller disagrees with Buyer's proposed calculation of the Final Purchase Price or any component thereof, including the calculation of the Closing Date Debt, Closing Date Cash, Closing Date Net Working Capital, and the resulting Closing Date Net Working Capital Adjustment, Closing Date Company Transaction Expenses or the Rollover PTO Amount, as set forth in the Preliminary Closing Statement delivered pursuant to Section 2.3(b), Seller may, until 11:59 p.m. on the date that is forty-five (45) days after Seller's receipt of the Preliminary Closing Statement (the "Review Period"), deliver a notice to Buyer (an "Objection Notice") providing reasonable detail of the reasons for such disagreement and setting forth Seller's calculation of the items and amounts in dispute; *provided* that the Review Period will automatically be tolled for each day during any period in which Buyer fails to comply with its obligations in Section 2.3(e) and for five (5) calendar days thereafter. Any Objection Notice shall specify all items or amounts as to which Seller disagrees, and Seller shall be deemed to have agreed with all other items and amounts not objected to in the Objection Notice, set forth in the Preliminary Closing Statement. Seller shall have the right to amend its Objection Notice, including to make new objections and/or present revised positions and objections to the Accounting Firm solely to the extent Buyer provides or makes available to Seller information after the delivery of the Objection Notice that impacts or affects positions taken by Seller in the Objection Notice; *provided*, that any such amendment shall be delivered to Buyer within five (5) calendar days following Buyer's provision of such information and limited solely to those specific items, line items, or positions in the Objection Notice that are directly affected by such newly provided or made available information, and Seller shall not be permitted to (A) raise any new objection or dispute any item not included in the original Objection Notice except to the extent such new objection arises directly from such newly provided or made available information, (B) revise any position set forth in the original Objection Notice that is unrelated to such newly provided or made available information, or (C) increase the aggregate amount in dispute beyond the amount attributable to the impact of such newly provided or made available information on the specific items so affected.

(ii) If Seller timely delivers an Objection Notice pursuant to Section 2.3(c)(i), Seller and Buyer shall, during the thirty (30) days following such delivery (or such longer period as they may agree), negotiate in good faith to reach written agreement on the disputed items or amounts. The matters set forth in any written resolution executed by Seller and Buyer shall be final and binding on the Parties on the date of such written resolution. If Buyer does not timely deliver the Preliminary Closing Statement, then Seller shall, in its sole discretion upon notice to Buyer, have the ability to (i) deem the Estimated Closing Statement as the Preliminary Closing Statement and provide an Objection Notice thereto, or (ii) deem the figures set forth in the Estimated Closing Statement as the Final Closing Statement for purposes of the Final Purchase Price.

(iii) If Seller and Buyer are unable to reach such agreement during such thirty (30) day period, they shall, unless otherwise agreed by Seller and Buyer (email being sufficient) promptly (and in any event, within forty-five (45) days) thereafter submit any matters in dispute to BDO or if BDO is unwilling or unable to act, another independent nationally certified public accounting firm mutually acceptable, nationally recognized independent accounting firm with whom neither Seller nor Buyer have any current professional relationship (the "Accounting Firm") for resolution. The Accounting Firm shall be jointly retained by Buyer and Seller and shall make a final and binding determination with respect to the computation of the Final Purchase Price, including each of the components thereof, to the extent such amounts are in dispute. Buyer and Seller shall cooperate with the Accounting Firm during the term of its engagement and shall use commercially reasonable efforts to cause the Accounting Firm to resolve all remaining disagreements with respect to the computation of the Final Purchase Price, including each of the components thereof, as soon as practicable. No Party or any Affiliate or

Representative of a Party will meet, discuss or engage in communications with respect to any substantive matters with the Accounting Firm without Buyer and Seller and their respective Representatives present or having the opportunity following at least three (3) Business Days' prior written notice to be present, either in person or by telephone or video call. The Accounting Firm may also require a Party to answer questions that it deems relevant to the resolution of the dispute. All materials and information (including answers to questions) submitted to the Accounting Firm must be concurrently delivered to each other Party. The Accounting Firm will act as an expert, and not an arbitrator, and will resolve only the disputed items that have been referred to it pursuant to this Section 2.3(c) and only in accordance with the procedures and terms set forth in this Agreement, without regard to principles of equity. The Accounting Firm will have no authority or power to alter, modify, amend, add to or subtract from any term or provision of this Agreement. The Accounting Firm shall consider only those items and amounts in Buyer's and Seller's respective calculations of the proposed Final Purchase Price, including each of the components thereof, that are identified as being items and amounts to which Buyer and Seller have been unable to agree and not consider any settlement offers or negotiations exchanged between the Parties prior to engagement of the Accounting Firm. In resolving any disputed item, the Accounting Firm may not assign a value to any item greater than the greatest value for such item claimed by either Party or less than the smallest value for such item claimed by either Party in the Preliminary Closing Statement or Objection Notice, as applicable. The Accounting Firm's determination of the Final Purchase Price, including each of the components thereof, shall be based solely on the submissions and information provided by the Parties (*i.e.*, not on independent review) and on the definitions included herein. The determination of the Accounting Firm hereunder shall include the Accounting Firm's rationale, and absent Fraud or manifest error, shall be final and binding upon the Parties and shall not be subject to appeal or further review.

(iv) The Accounting Firm will determine the allocation of its fees and expenses between Buyer and Seller in connection with a dispute pursuant to this Section 2.3(c) based on the inverse of the percentage that the Accounting Firm's resolution of the disputed items (before such allocation) bears to the total amount of the disputed items as originally submitted to the Accounting Firm, including each of the components thereof. For example, if the total amount of the disputed items as originally submitted to the Accounting Firm equal \$1,000 and the Accounting Firm awards \$600 in favor of Seller's position, sixty percent (60%) of the fees and expenses of the Accounting Firm would be borne by Buyer and forty percent (40%) of the fees and expenses of the Accounting Firm would be borne by Seller. Prior to the Accounting Firm's determination of the Final Purchase Price pursuant to this Section 2.3(c), (A) Buyer, on the one hand, and Seller, on the other hand, shall each pay fifty percent (50%) of any retainer paid to the Accounting Firm and (B) during the engagement of the Accounting Firm, the Accounting Firm will bill fifty percent (50%) of the total charges to each of Buyer, on the one hand, and Seller, on the other hand. In connection with the Accounting Firm's determination of the Final Purchase Price pursuant to this Section 2.3(c), the Accounting Firm shall also determine, pursuant to the terms of the first and second sentences of this Section 2.3(c)(iv), and taking into account all fees and expenses already paid by each of Buyer, on the one hand, and Seller, on the other hand, as of the date of such determination, the allocation of its fees and expenses between Buyer and Seller, which such determination shall be conclusive and binding upon the Parties.

(v) The Preliminary Closing Statement (and each of the components thereof) shall become final and binding on the Parties (A) on the date that Seller provides notice to Buyer that it deems the Estimated Closing Statement the Final Closing Statement pursuant to Section 2.3(c)(ii), (B) on the forty-sixth (46th) day (as may be tolled as provided herein) following the delivery of the Preliminary Closing Statement if an Objection Notice has not been delivered to Buyer by Seller, (C) with such changes as are necessary to reflect matters resolved pursuant to any written resolution executed pursuant to Section 2.3(c)(ii), on the date such resolution is executed, if all outstanding matters relating to the Preliminary Closing Statement are resolved through such resolution, or (D) with such changes as are necessary to reflect the Accounting Firm's resolution of the matters in dispute (together with any changes necessary to reflect matters previously resolved pursuant to any written resolution executed pursuant to this Agreement and any matters not disputed pursuant to an Objection Notice), on the date the Accounting Firm delivers its final, binding resolution pursuant to Section 2.3(c)(iii) (the Preliminary Closing Statement in such applicable form described above, the "Final Closing Statement").

(d) Final Payment. Upon finalization of the Final Closing Statement as provided in Section 2.3(c):

(i) If the Final Purchase Price exceeds the Estimated Purchase Price, then as promptly as practicable, but in no event later than five (5) Business Days following the final determination of the Final Purchase Price as provided in Section 2.3(c), Buyer shall pay or cause to be paid to Seller by wire transfer of immediately available funds to the account designated in writing by Seller an amount in cash equal to the amount by which the Final Purchase Price exceeds the Estimated Purchase Price.

(ii) If the Estimated Purchase Price exceeds the Final Purchase Price, then as promptly as practicable, but in no event later than five (5) Business Days following the final determination of the Final Purchase Price as provided in Section 2.3(c), Seller shall pay or cause to be paid to Buyer by wire transfer of immediately available funds to the account designated in writing by Buyer an amount in cash equal to the amount by which the Estimated Purchase Price exceeds the Final Purchase Price.

(e) Cooperation. From and after delivery of the Preliminary Closing Statement to Seller until the Final Purchase Price is finally determined in accordance with the Final Closing Statement, the Parties shall, and shall cause their respective Representative to, cooperate and make available to one another and their respective Representative and, if applicable, the Accounting Firm, to the extent necessary, at reasonable times and with reasonable advance notice, such books, Contracts, records, work papers and appropriate personnel and other information (including work papers, and access to members of Party's accounting and financial staff and outside accountants) as any of the foregoing may reasonably request, in each case, to prepare, review or recalculate the items set forth on the Preliminary Closing Statement (including the calculation of Closing Date Cash, Closing Date Debt, Closing Date Net Working Capital, and the resulting Closing Date Net Working Capital Adjustment, Closing Date Company Transaction Expenses, and the Rollover PTO Amount), or any matters in dispute (including those submitted to the Accounting Firm). Buyer and Seller each acknowledge and waive any actual or potential conflict of Employees assisting Seller and Buyer as described in this Section 2.3, and will not, and will cause the Company not to, prevent or limit such access by Seller.

(f) No Duplication; Accounting Methodology. Notwithstanding anything to the contrary in this Agreement: (i) for all purposes of this Section 2.3, including the preparation of the Estimated Closing Statement, the Preliminary Closing Statement and the Final Closing Statement and the resolution of any dispute by the Accounting Firm and the determination of the Estimated Purchase Price, the Final Purchase Price and each component thereof, no asset, liability, obligation, amount or other item, or the economic benefit or burden thereof, shall be taken into account more than once, whether as Cash, Indebtedness, Net Working Capital, Company Transaction Expenses or otherwise; and (ii) subject to the express definitions set forth in this Agreement, for the preparation of the Estimated Closing Statement and the Preliminary Closing Statement, the resolution of any dispute by the Accounting Firm and the determination of the Estimated Purchase Price, the Final Purchase Price and each component thereof, the Illustrative Net Working Capital Calculation set forth on Exhibit C shall provide the illustrative framework to calculate the Net Working Capital. In the event of any conflict, inconsistency or ambiguity between the Accounting Methodology set forth on Exhibit B and the Illustrative Net Working Capital Calculation set forth on Exhibit C, the provisions set forth on Exhibit B shall control.

(g) Any payments made pursuant to this Section 2.3 and Section 6.10 shall be treated as an adjustment to the Final Purchase Price by the parties hereto for U.S. federal, state and local Tax purposes unless otherwise required by applicable Law.

2.4 Withholding. Buyer will be entitled to deduct and withhold from the consideration pursuant to this Agreement to Seller or any other Person such amounts as Buyer is required to deduct and withhold under the Code or any Tax Law with respect to the making of such payment; *provided* that, other than with respect to any deduction or withholding on account of a compensatory payment or a failure by Seller to provide an Internal Revenue Service Form W-9, Buyer shall use commercially reasonable efforts to provide Seller with reasonable advance written notice of the intent to deduct and withhold, which shall include a copy of the calculation of the amount to be deducted and withheld and any provision of applicable U.S. federal, state, local or non-U.S. Law pursuant to which such deduction or withholding is required, and shall provide Seller with a reasonable opportunity to provide any form, documentation or other evidence that would exempt such amounts from withholding or otherwise reduce or mitigate such withholding. To the extent that amounts are so properly deducted and withheld and remitted by Buyer to the applicable Governmental Body, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding had been made.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES RELATING TO SELLER

Except as set forth in the disclosure schedules delivered by Seller to Buyer in connection with this Agreement (the “Disclosure Schedules”), Seller hereby represents and warrants to Buyer as of the date hereof as follows:

3.1 Organization and Good Standing. Seller is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own, lease and operate its properties and carry on its business as now conducted, except where the failure to have such power or authority or to be in good standing would not reasonably be expected to prevent, materially impair or materially delay Seller’s performance of its obligations under this Agreement or the consummation by Seller of the Transaction.

3.2 Authorization of Agreement. Seller has, as of its execution hereof, all requisite power and authority to execute and deliver this Agreement and each other agreement, document, instrument, or certificate contemplated by this Agreement or to be executed by Seller in connection with the consummation of the Transaction (collectively, the “Seller Documents”), and to consummate the Transaction. The execution, delivery and performance by Seller of this Agreement and each Seller Document and the consummation of the Transaction, have been duly and validly authorized by all necessary action on behalf of Seller. This Agreement has been, and each Seller Document will be at or prior to the Closing, duly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other Parties) this Agreement constitutes, as of its execution hereof, and each Seller Document when so executed and delivered will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its and their terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and except as such enforceability is subject to the application of general principles of equity (regardless of whether considered in an Action in equity or at law) (collectively, the “Enforceability Exceptions”).

3.3 Title. Except as set forth on Schedule 3.3, Seller owns all of the Company Securities free and clear of all Encumbrances (other than restrictions arising under the Company’s Organizational Documents and restrictions on transfers imposed by applicable securities Laws).

3.4 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 3.4(a), none of the execution and delivery by Seller of this Agreement or the Seller Documents, the consummation of the Transaction, or compliance by Seller with any of the provisions hereof or thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under, any provision of (i) the Organizational Documents of Seller; (ii) any Contract or Permit to which Seller is a party or by which any of the properties or assets of Seller are bound; (iii) any Order applicable to Seller or by which any of the properties or assets of Seller are bound; or (iv) assuming compliance with and the making of any required filings under the HSR Act or other applicable Competition Laws as set forth on Schedule 3.4(b), any applicable Law, other than, in the case of Sections 3.4(a)(ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations, that would not, individually or in the aggregate, prevent, materially delay or impair (A) the ability of Seller to execute and deliver this Agreement or consummate the Transaction or (B) the performance by Seller of its obligations under this Agreement.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Seller in connection with the execution and delivery of this Agreement or the Seller Documents, the compliance by Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby or the taking by Seller of any other action contemplated hereby or thereby, except (i) as set forth on Schedule 4.3(a) or Schedule 4.3(b), (ii) for compliance with the applicable requirements of the HSR Act or other applicable Competition Laws as set forth on Schedule 3.4(b), (iii) those for which the failure to obtain or make such consent, waiver, approval, Order, Permit, authorization, declaration, filing, or notification would not prevent, materially delay or impair (A) the ability of Seller to execute and deliver this Agreement or consummate the Transaction or (B) the performance by Seller of its obligations under this Agreement, and (iv) as may be necessary as a result of any fact or circumstance relating to Buyer or any of its Affiliates.

3.5 Litigation. There are no Actions pending or, to the knowledge of Seller, threatened, as of the date hereof, against Seller with respect to the Company or its Business or that will prohibit or restrain the ability of Seller to enter into this Agreement or any Seller Documents or consummate the Transaction other than such Action which, if determined adversely to Seller, would reasonably be expected not to prevent, materially impair or materially delay Seller's performance of its obligations under this Agreement or the Transaction Documents or the consummation by Seller of the Transaction.

3.6 Financial Advisors. Except for the Broker, no Person has acted, directly or indirectly, as an investment bank, broker, finder or financial advisor for Seller in connection with the transactions contemplated by this Agreement, and no Person is entitled to any fee or commission or like payment in respect thereof based on any arrangement by or on behalf of Seller.

3.7 Disclaimers of Other Representations and Warranties. Other than the representations and warranties expressly made by Seller in this ARTICLE 3, as qualified by the Disclosure Schedules, neither Seller Related Persons, nor any Person acting on their respective behalf, has made, and will not be deemed to have made, any representation or warranty, express or implied, and in Law or in equity, in connection with this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES RELATING TO THE COMPANY

Except as set forth in the Disclosure Schedules, the Company hereby represents and warrants to Buyer as of the date hereof as follows:

4.1 Organization and Good Standing. The Company is a corporation, duly incorporated, validly existing and in good standing under the Laws of the State of Ohio. The Company (a) is duly organized and validly existing under the laws of its jurisdiction of incorporation, (b) is duly authorized to conduct business as a foreign corporation under the laws of each jurisdiction in which the nature of its business as now conducted by the Company or the ownership or leasing of its properties makes such qualification or licensing necessary, and (c) has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted by the Company, except where the failure to be so qualified or in good standing or to have such power or authority would not reasonably be expected to result in material liability to the Company.

4.2 Authorization of Agreement. The Company has all requisite power and authority to execute and deliver each agreement, document, instrument or certificate to be executed by the Company in connection with the consummation of the Transaction (the “Company Documents”). The execution, delivery and performance of each Company Document have been duly authorized by all requisite corporate action on the part of the Company. Each of the Company Documents will be at or prior to the Closing, duly and validly executed and delivered by the Company (assuming the due authorization, execution and delivery by the other Parties) and the Company Documents when so executed and delivered will constitute the legal, valid and binding obligations of the Company, enforceable against it in accordance with their terms, subject to the Enforceability Exceptions.

4.3 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 4.3(a), none of the execution and delivery by the Company of the Company Documents, the consummation of the Transaction, or compliance by the Company with any of the provisions thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under, any provision of (i) the Organizational Documents of the Company; (ii) any Material Contract or Permit to which the Company is a party or by which any of its properties or assets are bound; (iii) any Order applicable to the Company or by which any of the properties or assets of the Company are bound; or (iv) assuming compliance with and the making of any required filings under the HSR Act or other applicable Competition Laws as set forth on Schedule 3.4(a), any applicable Law, other than, in the case of Sections 4.3(a)(ii), (iii) and (iv), such conflicts, violations, defaults, terminations, cancellations or Encumbrances that would not be reasonably expected to prevent, materially impair or materially delay Seller’s performance of its obligations under this Agreement or the Transaction Documents or the consummation of the Transaction.

(b) Except as set forth on Schedule 4.3(b), no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of the Company in connection with the execution and delivery of the Company Documents or the compliance by the Company with any of the provisions thereof, or the consummation of the Transaction, except (i) for compliance with the applicable requirements of the HSR Act or other applicable Competition Laws as set forth on Schedule 3.4(b); (ii) such consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings, or notifications, the failure of which to obtain or be made that would not materially affect the consummation of the Transaction or the continued lawful operations by the Company following the Closing; (iii) as may be necessary as a result of any fact or circumstance relating to Buyer or any of its Affiliates; (iv) for such filings as may be required by any applicable federal or state securities or “blue-sky” Laws; or (v) where the failure of which to be obtained or made would not reasonably be expected to prevent, materially impair or materially delay Seller’s performance of its obligations under this Agreement or the Transaction Documents or the consummation by Seller of the Transaction.

4.4 Capitalization. Seller is the sole record holder of all of the outstanding Company Securities. Except as set forth on Schedule 4.4, there are no existing options, warrants, calls, rights or Contracts of any character to which Seller or the Company is a party requiring, and there are no securities of the Company outstanding which upon conversion or exchange would require, the issuance of any equity interests or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase equity interests or securities of the Company. Neither Seller nor the Company is a party to any voting trust or other Contract with respect to the voting, redemption, sale, transfer or other disposition of the Company’s securities. The Company Securities have been duly authorized and validly issued, and, to the extent applicable, are fully paid and non-assessable, and were issued and granted in compliance in all material respects with all applicable Laws or pursuant to valid exemptions therefrom, and have not been issued in violation of, and are not subject to, any purchase or call option, any preemptive rights, rights of first refusal or any similar rights.

4.5 Subsidiaries. The Company does not have any Subsidiaries.

4.6 Financial Statements. Schedule 4.6 sets forth correct copies of the following financial statements of the Company (collectively, the “Financial Statements”): (i) the unaudited balance sheets of the Company as of December 31, 2025 and the related income statements for the year then ended; and (ii) the balance sheet as of June 30, 2026 (the “Recent Balance Sheet”) and the related statement of income for the six (6)-month period then ended (collectively, the “Interim Financial Statements”). The Financial Statements (i) have been prepared in accordance with GAAP applied on a consistent basis through the periods indicated except as may be indicated in the notes thereto or on Schedule 4.6 and, except for the absence of footnotes (none of which footnote disclosures or changes would, alone or in the aggregate, be materially adverse to the business, operations, assets, Liabilities, financial condition, operating results, value, cash flow or net worth of the Company taken as a whole) and subject to normal and recurring quarterly and year-end adjustments (none of which adjustments will be material individually or in the aggregate), and (ii) present fairly, in all material respects, the financial position and results of operations of the Company, in each case, as of the respective dates, and for the periods

indicated therein. Each of the Financial Statements was prepared from, and is consistent in all material respects with, the books and records of the Company.

4.7 Books and Records. The books, records and accounts of the Company accurately and fairly reflect, in all material respects, the transactions and the assets and liabilities of the Company.

4.8 No Undisclosed Liabilities. The Company does not have any material Liabilities except for such Liabilities: (a) specifically reflected on or adequately reserved against on the Recent Balance Sheet or disclosed in its Financial Statements (including the notes thereto); (b) disclosed or reflected on Schedule 4.8, (c) incurred in the Ordinary Course of Business since the date of the Recent Balance Sheet (none of which is a liability resulting from breach of Contract, breach of warranty, tort, infringement or misappropriation), (d) incurred in connection with the Transaction; (e) otherwise disclosed (or within any materiality threshold contained in any other representation) in this Agreement or the Disclosure Schedules; and (f) (i) consisting solely of nondelinquent executory obligations of future performance arising under the express terms of a Contract or Lease to the extent such obligations do not arise out of or relate to any breach or default by the Company at or prior to the Closing and (ii) incurred in connection with trade payables and other items reflected in the final determination of Closing Date Net Working Capital, Closing Date Debt, Closing Date Company Transaction Expenses, or the Rollover PTO Amount.

4.9 Absence of Certain Developments. Except as contemplated by this Agreement or as set forth on Schedule 4.9, since the date of the Recent Balance Sheet:

- (a) the Company has not suffered a Company Material Adverse Effect;
- (b) the Company has not suffered any loss or destruction of any material asset (other than those covered by insurance);
- (c) the Company has conducted its cash management activities (including the timing of invoicing and collection of receivables and the accrual and payment of payables and other current liabilities) in the Ordinary Course of Business;
- (d) the Company has not sold, leased, transferred, disposed of, abandoned or assigned any of its Permits or assets that are material to the Business as currently conducted by the Company, other than in the Ordinary Course of Business, or mortgaged, pledged or subjected any asset to any Encumbrance (other than Permitted Encumbrances);
- (e) there has not been any change in the Organizational Documents of the Company not reflected in the most recent Organizational Documents provided to Buyer;
- (f) except for cash dividends paid in full at or prior to Closing, the Company has not declared, set aside or paid any dividend or made any distribution with respect to its Company Securities;
- (g) the Company has not made a change to its Accounting Methodology, except as required by applicable Law or GAAP;

(h) except as required by Law or Contract or any Company Benefit Plan, and except for any payments made by the Company at or prior to the Closing or included in Company Transaction Expenses, the Company has not: (i) made any material increase in the compensation payable to any of its employees whose annual base salary is in excess of \$150,000; (ii) granted any severance or termination pay to, or entered into or amended any employment or severance Contract with, any of its employees whose annual base salary is in excess of \$100,000; (iii) implemented any reduction in force or workforce restructuring affecting ten (10) or more employees; or (iv) adopted or amended any Company Benefit Plan;

(i) the Company has not cancelled or terminated any Company Insurance Policy without obtaining comparable substitute insurance coverage or otherwise failed to take commercially reasonable efforts to maintain any such Company Insurance Policy;

(j) the Company has not sold, transferred, licensed, sublicensed or otherwise disposed of any material Intellectual Property of the Company, or amended or modified in any material respect any existing Contract or rights with respect to any material Intellectual Property of the Company, other than in the Ordinary Course of Business;

(k) the Company has not acquired (including by merger, consolidation, acquisition of assets, membership interests, units, shares of capital stock or other equity, or otherwise) any Person or any division thereof;

(l) the Company has not entered into a new line of business or abandoned or discontinued an existing line of business;

(m) outside the Ordinary Course of Business, the Company has not terminated, entered into, renewed, materially amended, or waived any material right under any Material Contract, Active Government Contract, Material Contract involving an Infrastructure Project, or lease or similar Contract with respect to real property; or

(n) except as required by applicable Law or within the Ordinary Course of Business, the Company has not made, changed or revoked any income or other material Tax election, adopted or changed any material method of Tax accounting, filed any amended income or other material Tax Return, entered into any closing agreement with respect to Taxes, settled or compromised any income or other material Tax claim, assessment or deficiency, surrendered any right to claim an income or other material Tax refund, consented to any extension or waiver of the statute of limitations applicable to any income or other material Tax claim or assessment, prepared or filed any income or other material Tax Return in a manner inconsistent with past practice, failed to pay any income or other material Tax (including any estimated Tax) that has become due and payable, or incurred any income or other material Taxes outside the Ordinary Course of Business.

4.10 Taxes. Except as set forth on Schedule 4.10:

(a) all income and other material Tax Returns of the Company that were required to have been filed by or with respect to the Company were timely filed, and all such Tax Returns are true, correct and complete in all material respects;

(b) all income and other material Taxes due and payable by the Company (whether or not shown on any Tax Return) have been timely paid;

(c) there are no ongoing or pending Actions by any Taxing Authority against or with respect to the Company, and no written notification has been received by the Company or Seller threatening any such Actions;

(d) the Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to any Tax assessment or deficiency or collection, in each case, which is still in effect;

(e) the Company has timely withheld, collected and remitted all material Taxes required to have been withheld, collected or remitted in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder, customer, client (or employees of customers and/or clients) or other third party, and has in all material respects timely remitted and reported all withheld Taxes to the proper Governmental Body in accordance with applicable Laws;

(f) there are no Encumbrances for Taxes (other than Permitted Encumbrances) upon any assets of the Company;

(g) the Company has not been a party to any transaction that is, or that is substantially similar to, any “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code or Treasury Regulations Section 1.6011-4(b) or any similar provision of state, local, or non-U.S. Law;

(h) no claim has been made in writing in the past three (3) years by any Taxing Authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction;

(i) the Company is not a party to, bound by and has no obligation under any Tax sharing, Tax allocation, Tax indemnity or similar agreement or arrangement, other than any such agreement or arrangement (x) entered into in the Ordinary Course of Business, the principal purpose of which is not Taxes or (y) between the Company and any other Person that is a member of the Seller Group;

(j) the Company has no liability for Taxes of any other Person under Treasury Regulations Section 1.1502-6 or any analogous provision of state, local or non-U.S. Law (other than any Person that is a member of the Seller Group), as a transferee or successor, by Contract, or by operation of Law;

(k) at Closing, each of Seller and the Company will be a member of the Affiliated Group of which Gibraltar is the common parent (the “Seller Group”), and the Company has not been a member of an Affiliated Group, other than the Seller Group;

(l) for all taxable periods during which the Company was a member of the Seller Group, such Seller Group has timely filed all income and other Tax Returns required to have been filed, and all such Tax Returns are true, correct and complete in all material respects;

(m) all income and other material Taxes due and payable by the Seller Group (whether or not shown on any Tax Return) with respect to each taxable period during which the Company is or was a member of such Seller Group have been timely paid;

(n) there are no ongoing Actions, deficiencies, assessments or adjustments in respect of Taxes of the Seller Group for any taxable period during which the Company was a member of the Seller Group, and the Seller Group has not agreed to any extension of time with respect to a Tax assessment or deficiency, nor has any request been made in writing for any such extension or waiver, for any taxable period during which the Company was a member of the Seller Group, in each case, which waiver or extension extends the applicable time period beyond the Closing Date;

(o) the unpaid Taxes of the Company did not, as of the Recent Balance Sheet, exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of such balance sheet, and since such date the Company has not incurred any liability for Taxes outside the Ordinary Course of Business or otherwise inconsistent with past custom and practice;

(p) the Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting under Section 481 of the Code (or any corresponding provision of state, local or non-U.S. Law) for a taxable period ending on or prior to the Closing, (ii) installment sale or open transaction occurring on or prior to the Closing, (iii) prepaid amount received, or deferred revenue accrued, on or prior to the Closing, (iv) closing agreement under Section 7121 of the Code (or any corresponding provision of state, local or non-U.S. Law) executed on or prior to the Closing, or (v) intercompany transaction described in the Treasury Regulations under Section 1502 of the Code (or any corresponding provision of state, local or non-U.S. Law) in existence on or prior to the Closing;

(q) the Company will not be required to include any material item in taxable income in any Post-Closing Tax Period as a result of any advance payment or other amount received on or prior to the Closing pursuant to Code Section 451(c), 455 or 460 or any corresponding or similar provisions of law (irrespective of whether or not such deferral is elective);

(r) the Company has properly collected and timely remitted all sales, use and similar Taxes required to be collected and remitted, and has, to the extent required under applicable Law, collected and retained appropriate exemption certificates and other documentation supporting any sales made without collection of such Taxes;

(s) to the extent required by applicable Law, the Company has complied in all material respects with all applicable transfer pricing requirements under Section 482 of the Code (and any corresponding provision of state, local or non-U.S. Law), including the contemporaneous documentation requirements of Section 6662(e) of the Code, with respect to all material transactions between the Company and any related Person;

(t) the Company is not and has never been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(a) of the Code;

(u) the Company has not distributed stock of another Person, or had its stock distributed by another Person, in a transaction intended to qualify under Section 355 or Section 361 of the Code during the two-year period ending on the date of this Agreement;

(v) the Company has not requested or received any private letter ruling, technical advice memorandum, closing agreement or similar ruling or agreement from any Taxing Authority that would have continuing effect after the Closing;

(w) the Company has complied in all material respects with applicable escheat and unclaimed property Laws;

(x) the Company is not the beneficiary of any Tax incentive, deferral, holiday or abatement arrangement with any Governmental Body that as a result of the transactions contemplated by this Agreement would be subject to any recapture, clawback, rescission, termination or similar adverse consequence and result in an increase in Tax liabilities for such Company for any taxable period beginning on or after the Closing Date;

(y) to the Knowledge of the Company, the Company has not for any taxable period (or portion thereof) ending on or prior to April 1, 2011 engaged in a trade or business, had a permanent establishment (within the meaning of an applicable Tax treaty), or otherwise become subject to Tax jurisdiction in a country other than the country of its formation; and

(z) the Company has, since its formation, been properly treated as a “C” corporation for U.S. federal and applicable state and local income Tax purposes.

4.11 Real Property.

(a) The Company does not lease, sublease, or otherwise license, pursuant to any license, concession or other agreement, any real property.

(b) Schedule 4.11(b) sets forth the address and description of each Owned Real Property. With respect to each Owned Real Property: (A) the Company has good and valid fee simple title to the Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances; (B) the Company has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; and (C) other than the right of Buyer pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein. Neither the Company nor any Subsidiary is a party to any agreement or option to purchase any real property or interest therein. The Owned Real Property comprises all of the real property occupied by the Company or used or intended to be used, or otherwise related, to the Business.

(c) The Company has made available to Buyer (i) complete and correct copies of the deeds by which the Company acquired the Owned Real Property in the possession of the Company or its Affiliates relating to the Owned Real Property, and (ii) copies of title insurance commitments and surveys, relating to the Owned Real Property.

(d) No litigation, proceeding, claim or, to the Knowledge of the Company, threat thereof in writing exists affecting any Owned Real Property, its ownership, use, occupancy, operation, or the Business, in each case which, if adversely determined, would reasonably be expected to result in a Company Material Adverse Effect. The Company has not received written notice of, and to the Knowledge of the Company there are no, liens, any pending special assessment, or governmental claim against any Owned Real Property except as may be disclosed in the title commitments delivered or made available by the Company to Buyer. To the Knowledge of the Company, the current use and occupancy of the Owned Real Property and operation of the Business do not violate, in any material respect, any easement, covenant, restriction, or similar agreement affecting such property, except as may be disclosed in the title commitments and surveys of the Owned Real Property delivered or made available by the Company to the Buyer, and the Company has not received written notice of any such violation.

(e) The Company has not received written notice from any Governmental Body that the current use or occupancy of any Owned Real Property or the improvements thereon is in violation of any applicable zoning or land use Law, which violation remains uncured, and, to the Knowledge of the Company, there is no pending or threatened in writing proceeding that would modify the zoning classification applicable to the Owned Real Property. Applicable zoning laws permit in all material respects the current use and occupancy of the Owned Real Property the operation of the Business as currently conducted, and the improvements as currently constructed, used and occupied. The Owned Real Property contains sufficient parking, loading and related facilities to comply with such zoning requirements in all material respects.

(f) Company is not a “foreign person” within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended.

(g) All certificates of occupancy, permits, licenses, franchises, approvals and authorizations (collectively, the “Real Property Permits”) of Governmental Bodies required to use or occupy the Owned Real Property or operate the Business as currently conducted by the Company have been issued and are in full force and effect. Schedule 4.11(g) lists all material Real Property Permits held by the Company with respect to each Owned Real Property. The Company has delivered to Buyer are true and complete in all material respects copies of all Real Property Permits. The Company has not received any written notice from any Governmental Body of any pending suspension, revocation, material modification or cancellation of any Real Property Permit. The Transaction will not require the Company to obtain a consent or approval of the issuing Governmental Body, disclosure, filing or other action by the Company, in each case with respect to a Real Property Permit.

(h) All water, oil, gas, electrical, steam, compressed air, telecommunications, sewer, storm and waste water systems and other utility services or systems serving the Owned Real Property have been installed and are operational, in all material respects, and reasonably sufficient for the operation of the Business as currently conducted by the Company thereon, and, to the Knowledge of the Company, all hook-up fees or other similar fees or charges currently due and payable have been paid in full. Except as otherwise set forth on the title insurance commitments and surveys relating to the Owned Real Property, (i) each such utility service enters the Owned Real Property from an adjoining public street or valid private easement in favor of the supplier of such utility service or appurtenant to such Owned Real Property, and (ii) is not dependent, in any material respect, for its access, use or operation on any land, building, improvement or other real property interest of a third party (other than a Governmental Body) which is not included in the Owned Real Property.

(i) None of the improvements or any portion thereof is dependent, in any material respect, for its access, use or operation on any land, building, improvement or other real property interest which is not included in the Owned Real Property.

4.12 Title to Assets. Except as set forth on Schedule 4.12, the Company owns good and valid title to, or possesses a valid leasehold interest or licenses in, all the material tangible assets used or held for use in, and material to the operation of, the Business as currently conducted by the Company, free and clear of all Encumbrances, other than Permitted Encumbrances. The tangible assets of the Company are structurally sound and in good operating condition and repair in all material respects, ordinary wear and tear and maintenance excepted. The tangible assets owned, licensed or leased by the Company, together with the assets, rights and services that will be provided by Seller and its Affiliates (other than the Company) under the TSA constitute in all material respects all of the assets necessary to conduct the Business as currently conducted by the Company.

4.13 Intellectual Property; Information Technology; Data Privacy.

(a) Schedule 4.13(a) contains a true, correct, and complete list of Intellectual Property owned or purported to be owned by the Company, including: (i) patents and patent applications, (ii) registered and applied-for trademarks and material unregistered trademarks, (iii) registered and applied-for copyrights, and material unregistered copyrights, (iv) Internet domain names and social media accounts (setting forth as to each such item in clauses (i) – (iv), as applicable, the owner, application and registration number, jurisdictions of registration or filing, title (as applicable), registration and filing dates, and, with respect to domain names, the registrar), and (v) Software (clauses (i) through (v) collectively, the “Company Intellectual Property”). The Company exclusively owns all right, title and interest in and to Company Intellectual Property, free and clear of any Encumbrance (other than Permitted Encumbrances). None of the Company Intellectual Property subject to a registration or pending application is subject to any outstanding Order restricting the use or licensing thereof or has been cancelled, abandoned or adjudicated invalid or unenforceable (or subject to any claim challenging the use, ownership or enforceability thereof), and such Intellectual Property is subsisting, valid and enforceable. All required filings and fees related to the Company Intellectual Property registrations and applications have been timely submitted with and paid to the relevant Governmental Bodies and authorized registrars.

(b) Schedule 4.13(b) contains a true, correct, and complete list of all: (i) licenses, sublicenses or other Contracts under which the Company is granted rights by others in any Licensed Intellectual Property that is material to the operation of the Business as currently conducted by the Company, other than Off-the-Shelf Licenses (and services relating thereto, including cloud services, maintenance services and the like) with a replacement cost and/or aggregate annual license and maintenance fees of less than \$50,000 or other Software commercially available for license or purchase with a replacement cost and/or aggregate annual license and maintenance fees of less than \$50,000; and (ii) licenses, sublicenses or other Contracts under which the Company has granted rights to others in any Company Intellectual Property that is material to the operation of the Business as currently conducted by the Company, other than in the Ordinary Course of Business. The Company has the right to use the Licensed Intellectual Property used in or necessary for the conduct of the Business as currently conducted by the Company pursuant to a valid and subsisting license, sublicense or other Contract, as applicable.

(c) All rights to Company Intellectual Property are in full force and effect and held of record in the name of the Company. To the Knowledge of the Company, the operation of the Business, including the products or services owned, used, developed, provided, sold, licensed, imported or otherwise exploited by the Company, or made for, used or sold by or licensed to the Company by any Person, does not infringe, misappropriate or otherwise violate, and in the past three (3) years, has not infringed, misappropriated or otherwise violated, any Intellectual Property that is owned by another Person. The Company Intellectual Property is not subject to any outstanding Order restricting the use or licensing thereof by the Company and the Company has not received any claims, notices, requests for indemnification, or written threats from any Person relating to the foregoing, and no claims or allegations that any other Person is infringing, misappropriating or otherwise violating any Company Intellectual Property are pending or threatened in writing against any other Person. To the Knowledge of the Company, no Person is infringing, misappropriating, or otherwise violating Company Intellectual Property.

(d) The Company has taken all reasonable steps to maintain and protect all material Company Intellectual Property and to protect the secrecy, confidentiality and value of its trade secrets (including any information of any Person obtained by or on behalf of the Company under a condition of continued confidentiality and non-disclosure) and the proprietary nature and value of all Intellectual Property material to the Business as currently conducted by the Company, in each case. Each current or past Person who contributed, developed or conceived any material Company Intellectual Property in the course of its performance of services on behalf of or provided to the Company has entered into a written agreement pursuant to which such Person has assigned or is obligated to assign to the Company all right, title and interest of such Person's contribution, development or conception to the Company, or the Company otherwise owns such rights by operation of applicable Law. To the Knowledge of the Company, no current or former partner, director, stockholder, officer, member, manager, employee, consultant or contractor of the Company, or of a current or former Affiliate, will, after giving effect to the transactions contemplated hereby, own, license or retain any of the Company Intellectual Property.

(e) The execution, delivery and performance of this Agreement and the other Transaction Documents, the consummation of the transactions contemplated hereby and thereby, and the fulfillment of and the performance by Seller of its obligations hereunder and thereunder will not result in any material loss, forfeiture, termination, or impairment of, or give rise to a right of any Person to limit, terminate, or consent to the continued use of, any material rights of the Company in any Company Intellectual Property or Licensed Intellectual Property, which shall be available for use by the Company immediately after the Closing Date on terms and conditions not materially less favorable than those in effect immediately prior to the Closing.

(f) The Company has implemented and maintains, in all material respects, commercially reasonable administrative, technical and physical safeguards, including data backups, intended to protect the confidentiality, integrity and security of the Systems used in the operation of the Business and Personal Data it processes in connection with the Business as currently conducted by the Company. Except as set forth on Schedule 4.13(f), all Systems owned or controlled by, or used for the Company are (i) to the Knowledge of the Company, free from any material defect, bug, virus, or programming, design, or documentation error or other software routines or hardware components that permit unauthorized access or the unauthorized disablement or erasure of the Systems or any Personal Data they store; (ii) in reasonably sufficiently good working condition to effectively perform all information technology operations and are fully functional and operate and run in a reasonable and efficient business manner, in each case as necessary for the operation of the Business as currently conducted by the Company; and (iii) reasonably sufficient for the current needs of the Company and its Business as currently conducted by the Company. Except as set forth on Schedule 4.13(f), during the past three (3) years, there has been no material unauthorized access to, or material failures, breakdowns or chronic outages of, or other adverse events materially affecting, any Systems.

(g) The Company has implemented and maintained, in all material respects, commercially reasonable business continuity and disaster recovery plans, including back-up data processing services, reasonably adequate to meet the data processing needs of the Business as currently conducted by the Company, and has tested such plans at least annually. The Company conducts security assessments which are industry-appropriate in all material respects, on a no less than annual basis, to test the IT systems and promptly remedies any material vulnerabilities identified as a result of such assessment.

(h) Except as set forth on Schedule 4.13(h), the Company maintains policies and procedures regarding data security, privacy, data transfer, and the use of data in material compliance with applicable Laws, and has in all material respects industry-standard safeguards in place that are designed to protect Personal Data and confidential information in the possession or control of the Company against material loss, damage, unauthorized access or other misuse by third parties. The Business as currently conducted by the Company is in material compliance with all applicable Laws with respect to Personal Data (including the Payment Card Information Data Security Standard) and with all applicable contractual commitments and privacy policies of the Company with respect to Personal Data, and the Company and the operation of its Business as currently conducted by the Company are currently in compliance in all material respects with such Laws and contractual commitments. Except as set forth on Schedule 4.13(h), to the Knowledge of the Company, during the past three (3) years, the Company has not experienced any material security incident, data breach, ransomware event, unauthorized access, or compromise of any information system or personal data that has resulted, in each case, in material liability, material business interruption, or material remediation costs ("Security Incident"). During the past three (3) years, the Company has not experienced any Security Incident that required written notification to any Person as required by applicable Law, including to any Governmental Body.

4.14 Material Contracts.

(a) Schedule 4.14(a) sets forth a correct and complete list, as of the date hereof, of all of the following Contracts to which the Company is a party or by which any of its properties or assets are bound (excluding, in each case, (x) any Company Benefit Plans and (y) purchase or sale orders or statements of work and any related terms and conditions entered into in the Ordinary Course of Business) (the "Material Contracts"):

- (i) any Contract with a customer of the Company involving consideration in excess of \$750,000;
- (ii) any Contract with a supplier of the Company involving annual consideration in excess of \$500,000;
- (iii) any Employment Agreement not terminable at will or upon no more than thirty (30) days' notice by the Company pursuant to which the Company has continuing obligations as of the date of this Agreement with any Employee receiving annual base compensation in excess of \$150,000;
- (iv) any Contract (A) pursuant to which the Company is granted or grants a right or license, or a covenant not to assert, with respect to any material Intellectual Property of the Company or the Company's ability to use, own, license, transfer, enforce, or disclose any material Intellectual Property of the Company is affected, including settlement agreements, in each case excluding any Off-the-Shelf License with a replacement cost and/or aggregate annual license and maintenance fees of less than \$50,000; or (B) providing for the development, acquisition, or escrow of any material Intellectual Property of the Company, independently or jointly, by or for the Company (such Contracts, the "IP Contracts");
- (v) any Contract containing any covenant or other provision (A) limiting the right of the Company to engage in any material line of business or to compete with any Person in any line of business that is material to the Company; or (B) containing any "most favored nation" pricing; and in each case, other than any such Contracts that (Y) may be cancelled without material liability to the Company upon notice of ninety (90) days or less; or (Z) are not material to the Company;
- (vi) any Contract (A) entered into since January 1, 2024 for the acquisition or disposition (by merger or otherwise) of all or substantially all of the assets or equity interests of another Person to which the Company has continuing material indemnification, "earn-out" or other contingent payment obligations; (B) for the disposition of a business line of the Company or material assets by the Company after the date of this Agreement other than in the Ordinary Course of Business; or (C) pursuant to which the Company will acquire a business line or material assets in another Person, other than in the Ordinary Course of Business;
- (vii) any mortgages, indentures, guarantees, loans or credit agreements, security agreements or other Contracts relating to the borrowing of money or extension of credit, other than: (A) accounts receivables and payables in the Ordinary Course of Business consistent with past practices; and (B) extensions of credit to clients in the Ordinary Course of Business consistent with past practices;
- (viii) any Contract that is a settlement or similar agreement (including, but not limited to, any Contract entered into with respect to Actions against the Company) that imposes material obligations on the Company after the date of this Agreement;

(ix) any Collective Bargaining Agreement;

(x) any Contract that involves a material joint venture, limited liability company or legal partnership (excluding, for avoidance of doubt, reseller agreements and similar commercial relationships, in each case entered into in the Ordinary Course of Business consistent with past practices) with any third party;

(xi) any Contract between the Company, on the one hand, and any Related Persons thereof, on the other hand, that will not be terminated prior to Closing;

(xii) any Contract that (A) requires the Company to purchase its total requirements of any product or service from a third party, (B) contains “take or pay” provisions, or (C) requires the Company to provide a third-party with its total requirements for any Product or service from the Company; or

(xiii) Specified Open Orders.

(b) Each Material Contract is valid and binding on the Company, and, to the Knowledge of the Company, each other party thereto, as applicable, and in full force and effect (except that such enforcement may be subject to applicable Enforceability Exceptions), and there is no event or condition which has occurred or exists, which constitutes or would constitute (with or without notice, the happening of any event and/or the passage of time) a material default or material breach under any Material Contract by the Company or, to the Knowledge of the Company, with respect to the other party thereto. Neither Seller nor the Company has received written or, to the Knowledge of the Company, oral notice from any other party to a Material Contract that such other party intends to terminate any such Material Contract. Except as set forth on Schedule 4.14(b), no Material Contract relating to an infrastructure or Infrastructure Project and no Active Government Contract or Government Bid:

(i) requires a performance or payment bond provided by the Company;

(ii) provides a warranty period exceeding two (2) years following shipment or delivery; or

(iii) has currently triggered a liquidated damage obligation, which remains unpaid.

4.15 Government Contracts.

(a) Schedule 4.15(a) sets forth a true, correct, and complete list of all (i) Active Government Contracts and (ii) Current Government Bids, whether through (A) an individual single Contract or (B) an aggregation of smaller Contracts over the last twelve (12) months.

(b) The Company has made available to Buyer a complete copy of: (i) each Active Government Contract; (ii) each Current Government Bid; and (iii) all attachments, terms and conditions, including those incorporated by reference, exhibits, appendices, modifications, amendments, purchase orders, or other material changes related to items (i) and (ii).

(c) Each Active Government Contract is in full force and effect and is the valid, binding, and enforceable obligation of the Company, subject to the Enforceability Exceptions. Neither the Company nor, to the Knowledge of the Company, any other Person is in material breach or violation of, or material default (with or without notice or lapse of time, or both) under any Active Government Contract, including all applicable provisions that have been validly incorporated or flowed down to the Company from any prime contract or higher-tier subcontract under any Active Government Contract.

(d) Except as set forth on Schedule 4.15(d), neither the Company nor any of the Company's employees require security clearances to allow the Company to perform the Active Government Contracts, Current Government Bids, and the Business as currently conducted by the Company.

(e) There is no proposed or, to the Knowledge of the Company, threatened termination of any facility or personnel security clearances applicable to the Company, its Active Government Contracts, or Current Government Bids.

(f) During the prior six (6) year period, there has been no withholding or set off of any material payments by a Governmental Body arising from any material breach, default, or violation by the Company under any Government Contract.

(g) During the prior six (6) year period, to the extent applicable, the Company has complied in all material respects with Laws pertaining to each Government Contract and Government Bid, including the Federal Acquisition Regulation and supplements described in Title 48 of the Code of Federal Regulations ("FAR"), FAR Cost Principles, the Truthful Cost or Pricing Data statute (formerly the Truth in Negotiations Act), the Cost Accounting Standards, the Service Contract Act of 1963, the Davis-Bacon Act of 1931, Section 889 of the 2019 National Defense Authorization Act, federal False Claims Act, each as amended, and any other applicable procurement Law. Except as set forth on Schedule 4.15(g), the Company's customer Contracts set forth on Schedule 4.14(a)(i) are not currently subject to any material flow-down requirements under the FAR, the Defense Federal Acquisition Regulation Supplement or any other federal contract provisions. To the Knowledge of the Company, there is no pending investigation relating to an alleged material violation by the Company of any of the foregoing Laws.

(h) Except as set forth on Schedule 4.15(h), during the prior three (3) year period, neither the Company nor, to the Knowledge of the Company, any of the Company's "Principals" (as defined in FAR 2.101 or a similar provision maintained by any Governmental Body) has (i) been suspended, debarred, or declared ineligible from participation in programs funded by any Governmental Body or for the award of any Government Contract; (ii) been notified of any indictment or any formal administrative, civil or criminal investigation by any Governmental Body with respect to the conduct of the Company's business; or (iii) been convicted of, found by a Governmental Body to have violated, or, to the Knowledge of the Company, otherwise committed a violation of (x) federal criminal law involving fraud, conflict of interest, bribery, or gratuity found in Title 18 of the United States Code or (y) the civil False Claims Act, Title 31 USC 3729-3733 or any analogous state or local Law.

(i) All material representations and certifications made by the Company to a Governmental Body in connection with any Government Contract or Government Bid were accurate in all material respects when made.

(j) During the past six (6) years the Company has not: (i) received written notice of any material audit, investigation or inquiry by a Governmental Body relating to, or concerning its performance under any Government Contract that remains unresolved; (ii) received a material cure notice or show-cause notice under any Government Contract; (iii) received written notice asserting a material violation of any applicable Government Contract requirement; (iv) been required to make any material refund, repayment or restitution arising from noncompliance with a Government Contract requirement; (v) had any Government Contract terminated for default; or (vi) made any voluntary or mandatory disclosure to a Governmental Body concerning a material violation relating to any Government Contract.

(k) Except as set forth on Schedule 4.15(k), during the past five (5) years: (i) with respect to each Product for which the Company has expressly represented or certified compliance with the Buy American Act, Buy America requirements, the Build America, Buy America Act, or any other applicable federal, state or local domestic-preference, domestic-content or country-of-origin requirement (collectively, "Domestic Content Requirements") the Company has complied in all material respects with the Domestic Content Requirements applicable to such Product; (ii) each material certification or representation made by the Company with respect to any applicable Domestic Content Requirements was accurate in all material respects when made; and (iii) the Company has not received written notice challenging or questioning the accuracy of any such material representation or certification. The Company maintains records reasonably sufficient to substantiate its material certifications regarding Domestic Content Requirements to the extent and for the period required by applicable Law or Contract.

(l) The Company is not, and during the past three (3) years has not (i) been, subject to compliance with any applicable Laws, Government Contract requirements and binding directives, orders, rules and regulations administered, issued or enforced by the Cybersecurity and Infrastructure Security Agency ("CISA"), the Department of Homeland Security and other Governmental Bodies relating to cybersecurity, critical infrastructure protection, information security, incident reporting, vulnerability management, supply-chain security or physical security; and (ii) received any written notice regarding any pending or, to the Knowledge of the Company, threatened, investigation, audit, assessment, inspection, enforcement proceeding, corrective-action request or other inquiry by CISA concerning the Company.

(m) During the past three (3) years, (i) the Company has complied in all material respects with all applicable requirements to report Security Incidents, compromises, vulnerabilities, ransomware incidents, unauthorized access, data breaches and other reportable cyber events to CISA or any other Governmental Body; and (ii) to the Knowledge of the Company, there are no Security Incidents or other circumstances for which a report or notification to CISA or another Governmental Body is currently required but has not been made.

4.16 Employee Benefits Plans.

(a) Schedule 4.16(a) contains a complete and correct list of all material Company Benefit Plans. Seller has made or caused to be made available to Buyer true, complete and correct copies of the following documents with respect to each Company Benefit Plan, to the extent available and applicable: (i) the Company Benefit Plans, and all amendments thereto, and where the Company Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (ii) the most recent summary plan descriptions and any summaries of material modifications thereto; (iii) the three (3) most recent Forms 5500 and all schedules thereto; (iv) nondiscrimination testing and annual compliance testing results for the three (3) most recently completed plan years; (v) the most recent IRS determination letter, advisory letter, or opinion letter with respect to any Company Benefit Plans intended to be qualified under Section 401(a) of the Code and (vi) copies of material or nonroutine notices, letters, or other correspondence from any Governmental Body.

(b) Each of the Company Benefit Plans that is intended to be qualified under Section 401(a) of the Code is the subject of a favorable determination, advisory or opinion letter from the IRS on which it may rely, or with respect to a volume submitter or prototype plan, is the subject of a favorable determination, advisory or opinion letter from the IRS on which the volume submitter or prototype plan sponsor may rely. Except as set forth on Schedule 4.16(b), each Company Benefit Plan has within the past three (3) years been established, funded, operated, maintained and administered in material compliance, in each case, with the terms of such Company Benefit Plan and all applicable Laws (including ERISA and the Code), and no event has occurred, that has subjected, or to the Knowledge of the Company, would reasonably be expected to subject the Company to any material liability imposed by ERISA, the Code, or any other applicable Law that has not been satisfied in full. Within the past three (3) years, all contributions, reimbursements, premiums, and other payments required to be made under the terms of any Company Benefit Plans to any funds or trusts established thereunder or in connection therewith have been made by the due date thereof (including any valid extension) and any such amounts not yet due have been in all material respects paid or properly accrued on the Financial Statements in accordance with GAAP.

(c) Neither the Company nor any ERISA Affiliate (i) currently maintains or has any liability, contingent or otherwise, under, and, for the past six (6) years, has not maintained, contributed to, or otherwise participated in any pension plan subject to Part 3 of Subtitle B of Title I of ERISA, Title IV of ERISA or Section 412 or 430 of the Code, and (ii) currently contributes to or participates in or have any liability, contingent or otherwise, under, and, for the past six (6) years, has not contributed to or participated in any (A) “multiemployer plan” (as defined in Section 4001(a)(3) of ERISA), (B) “multiple employer welfare arrangement” (as defined in Section 3(40) of ERISA), (C) “multiple employer plan” (as defined in Sections 4063 and 4064 of ERISA), or (D) “voluntary employees’ beneficiary association” (as defined in Section 501(c)(9) of the Code).

(d) Except as set forth on Schedule 4.16(d) or as would not reasonably be expected to result in material liability to the Company, there are no Actions pending or, to the Knowledge of the Company, threatened, by any Governmental Body or by any current or former participant or beneficiary (other than routine claims for benefits or routine appeals thereof) against any of the Company Benefit Plans.

(e) Except as set forth on Schedule 4.16(e), and except as otherwise required under COBRA, part 6 of Subtitle B of Title I of ERISA, Code Section 4980B, or a similar state or local Law (and for which the covered Person pays the entire cost of coverage), no Company Benefit Plan provides any retiree or post-employment medical or life insurance, benefits or coverage to any Person beyond the month of termination.

(f) Except as set forth on Schedule 4.16(f), neither the execution and delivery of this Agreement nor the consummation of the Transaction either alone or in combination with another event, would (i) result in any payment becoming due to any current or former director, manager, officer, employee or individual independent contractor of the Company; (ii) increase the amount of compensation, benefits or other consideration due or payable by the Company to any current or former employee, officer, director, or manager of, or individual independent contractor of, the Company; or (iii) accelerate the vesting, funding or time of payment of any compensation, equity or equity-based award or other benefit.

(g) Each Company Benefit Plan that constitutes, in whole or in part, a “nonqualified deferred compensation plan” (as defined in Section 409A(d)(1) of the Code) has been maintained and operated in material compliance with Section 409A of the Code and the applicable guidance of the Department of Treasury and IRS issued thereunder, and no amount under any such Company Benefit Plan is or has been subject to any interest or additional Tax set forth under Section 409A of the Code.

(h) Neither the execution and delivery of this Agreement nor the consummation of the Transaction contemplated hereby, either alone or in combination with another event, would result in the payment of any “excess parachute payments” within the meaning of Section 280G(b) of the Code.

(i) The Company does not have any current or contingent obligation to indemnify, gross-up, reimburse or otherwise make whole any Person for any Taxes, including those imposed under Section 4999 or Section 409A of the Code (or any corresponding provisions of state or local Law relating to such Taxes).

4.17 Employees.

(a) Schedule 4.17(a)(i) contains a complete and accurate list of Employees as of the date hereof, setting forth for each Employee his or her position or title; whether classified as exempt or non-exempt for wage and hour purposes; part-time or full-time status; whether paid on a salary, hourly or commission basis and such Employee’s actual annual base salary (if exempt) or hourly rates of compensation (if non-exempt); bonus potential; date of hire; work location (by state); and status (*i.e.*, active or inactive and if inactive, the type of leave and estimated duration). Schedule 4.17(a)(ii) contains a complete and accurate list of each individual engaged by or on behalf of the Company as an independent contractor, including any independent contractor engaged by an affiliated company who performs services to the Company, together with such individual’s compensation arrangement with the Company and whether such individual has entered into a written Contract with the Company regarding his or her engagement. Except as set forth on Schedule 4.17(a)(i), the employment of each Employee of the Company is terminable at will by the Company without any material Liability or material severance obligation incurred by the Company, other than any payments or benefits required to be provided to such Employee pursuant to applicable Laws or any Employment Agreement or other arrangement disclosed in the Disclosure Schedules.

(b) Except as set forth on Schedule 4.17(b), (A) the Company has not agreed to recognize any labor union or other collective bargaining representative, nor has any labor union or other collective bargaining representative been certified as the exclusive bargaining representative of any Employees; (B) the Company is not a party to or bound by any Collective Bargaining Agreement applicable to any Employees and no Collective Bargaining Agreements are being negotiated; (C) there is no labor strike or labor dispute, slow down, lockout or stoppage actually pending or, to the Knowledge of the Company, threatened against the Company, and since December 31, 2024, the Company has not experienced any labor strikes or material labor disputes, slowdowns, lockouts or stoppages; (D) the Company has not been informed in writing by any Governmental Body that it is engaged in any unfair labor practices, and no unfair labor practice charges or complaints before any Governmental Body are pending or, to the Knowledge of the Company, threatened against the Company; and (E) to the Knowledge of the Company, no labor union or other collective bargaining representative claims to or is seeking to represent any Employees and no union organizational campaign or representation petition is currently pending with respect to any Employees.

(c) Except as set forth on Schedule 4.17(c) or as would not reasonably be expected to result in material Liability to the Company, the Company is, and during the past three (3) years has been, in material compliance with all Labor Laws, including with respect to wages and hours, the classification of employees as exempt or non-exempt and the classification of individual service providers as employees or independent contractors. Except as set forth on Schedule 4.17(c), there are no material Actions pending or, to the Knowledge of the Company, threatened against the Company by or before any Governmental Body or by any current or former employee, applicant for employment or individual independent contractor alleging a violation of any Labor Law, and the Company has not received during the past three (3) years any written notice from a Governmental Body alleging a material violation of any Labor Law that remains unresolved.

(d) The Company has reasonably investigated all sexual harassment allegations made by or about any Employee that have been reported to the Company during the past three (3) years. With respect to each such allegation with potential merit (as reasonably determined by the Company), the Company has taken corrective action that is reasonably calculated to prevent further harassment. To the Knowledge of the Company, the Company does not reasonably expect any material Liabilities to result from any such allegations.

(e) Except as set forth on Schedule 4.17(e), the Company is, and during the past three (3) years has been, in material compliance with applicable Laws concerning immigration, employment authorization and employment-eligibility verification. To the Knowledge of the Company, each Employee is authorized to work in the United States. With respect to each Employee for whom a Form I-9 is required, the Company has completed and retained a Form I-9 in material compliance with applicable Law. The Company has complied in all material respects with applicable E-Verify requirements. During the past three (3) years, the Company has not received written notice of any pending government audit, investigation or proceeding concerning its employment-eligibility verification practices that remains unresolved. Schedule 4.17(e) identifies each Employee whose continued employment requires a visa, work permit or employer sponsorship and the applicable expiration date.

(f) Schedule 4.17(f) identifies, for the past three (3) years: (a) all employee fatalities arising from workplace incidents; (b) OSHA or state-plan citations classified as willful, repeat or serious; (c) all material contested OSHA citations; (d) the Company's OSHA recordable incident rate and lost-time incident rate for each year, to the extent maintained or required to be maintained by the Company; and (e) all currently pending material OSHA or state occupational safety investigations. The Company is in material compliance with applicable occupational health and safety Laws.

4.18 Litigation. Except as set forth on Schedule 4.18:

(a) there are no material Actions pending before any Governmental Body or, to the Knowledge of the Company, threatened in writing against or by (i) the Company that challenges or seeks to prevent, enjoin or otherwise delay or impair, the consummation of the Transaction or (ii) the Company with respect to the Company's Business or assets;

(b) during the past six (6) years, no material Action has been commenced against the Company arising out of or relating to any Infrastructure Project and during the past six (6) years, to the Knowledge of the Company, no material Action has been threatened in writing against the Company arising out of or relating to any Infrastructure Project; and

(c) neither the Company nor Seller or any of the Company's assets are subject to any Order or unsatisfied judgment, penalty or award, other than, in the case of Sections 4.18(a) and 4.18(b), such Action or Order which, if determined adversely to the Company and/or Seller, would not reasonably be expected to have a Company Material Adverse Effect.

4.19 Compliance with Laws; Permits; Product Approvals.

(a) The Company is, and since January 1, 2024, has been, in compliance in all material respects with all Laws that are applicable to the Company or to the conduct of the Business. Except as set forth on Schedule 4.19(a), during the past six (6) years, the Company has not received a written notice or other written communication alleging material breach, non-compliant status or violation by the Company of any applicable Law or Permit applicable to its Business.

(b) Except as set forth on Schedule 4.19(b), the Company and, to the Knowledge of the Company, any officer, Employee or agent of the Company, whether acting for or on its behalf, has not knowingly (i) used (or promised to use) any funds for unlawful contributions, gifts, gratuities, entertainment or other unlawful expenses, in each case, related to political activity, (ii) made, offered, promised or authorized any unlawful payment, gratuity, kickback or other unlawful thing of value of any kind to any Person associated with a Governmental Body, prime contractor, general contractor or other Person for the purpose of improperly obtaining or retaining business, influencing the award of an Infrastructure Project or Government Contract or securing an advantage of any kind, or (iii) violated any applicable Law relating to anti-bribery, export control, money laundering or anti-terrorism, including the United States Foreign Corrupt Practices Act of 1977, as amended, and any rules or regulations promulgated thereunder.

(c) The Company does not engage in (i) the design, fabrication, development, testing, production or manufacture of one or more “critical technologies” within the meaning of Section 721 of the Defense Production Act of 1950, as amended and the implementing regulations thereunder (the “DPA”); (ii) the ownership, operation, maintenance, supply, manufacture, or servicing of “covered investment critical infrastructure” within the meaning of the DPA (where such activities are covered by column 2 of Appendix A to 31 C.F.R. Part 800); or (iii) the maintenance or collection, directly or indirectly, of “sensitive personal data” of U.S. citizens within the meaning of the DPA.

(d) Schedule 4.19(d) contains a list of all material permits, licenses, authorizations, consents, filings, registrations, approvals, franchises, certificates of authority from any Governmental Body held by the Company and required to conduct the Business as currently conducted by the Company (collectively, the “Permits”). The Company holds, and for the past six (6) years has held, all material governmental, transportation-agency, industry and customer certifications, qualifications and approved-product listings required for all Infrastructure Project Contracts (collectively, “Product Approvals”). All such Permits and Product Approvals are valid and in full force and effect in all material respects and constitute all material Permits and Product Approvals required for the Company to conduct the Business as currently conducted in all material respects. The Company complies in all material respects with the terms of all Permits and Product Approvals. In the past six (6) years, the Company has not received any written notice of any suspension or cancellation of any material Permits or Product Approvals, and to the Knowledge of the Company, no such suspension or cancellation is pending or threatened in writing. Neither the execution and delivery of this Agreement nor the consummation of the Transaction will result in the termination, suspension or loss of any Permit or Product Approval.

4.20 Environmental Matters.

(a) Except as set forth on Schedule 4.20(a), the Company has not: (i) since January 1, 2021, received any written notice, demand, request for information, citation, summons, complaint, claim, directive or Order alleging that the Company has violated in any material respect, or has any material Liability under, any Environmental Law or Environmental Permit; (ii) since January 1, 2023, Released, disposed or arranged for the disposal of, stored, treated, handled, or owned or operated any property or facility, currently or formerly owned, operated or leased by the Company, contaminated by, or exposed any Person to any Hazardous Materials, including to the Knowledge of the Company any Hazardous Materials migrating to or from any such property or facility, or transported or arranged for transportation to any off-site treatment, storage, disposal or recycling facility, so as to give rise to any material Liability under any Environmental Law; or (iii) since January 1, 2021, failed or is failing to comply in any material respect with any Environmental Law.

(b) The Company holds all material Environmental Permits required under Environmental Laws to conduct the Business as currently conducted by the Company. The Company is, and since January 1, 2021, has been, in material compliance with such Environmental Permits.

(c) The use, handling, manufacture, treatment, processing, storage, generation, discharge and disposal of Hazardous Materials by the Company complies in all material respects with all applicable Environmental Laws or Environmental Permits.

(d) The Company has not assumed, undertaken, provided an indemnity with respect to or otherwise become subject to any material liability of any other Person under any Environmental Law, other than pursuant to customary indemnification provisions contained in Contracts entered into in the Ordinary Course of Business.

(e) The Company has made available to Buyer all material reports, assessments, audits, citations, notices, surveys, studies, investigations, and Phase I or Phase II environmental assessments in the reasonable possession, custody, or control of the Company concerning the environmental condition of the Owned Real Property, non-compliance with or liability or obligation under Environmental Law or Environmental Permits or relating to Hazardous Materials, including those concerning the condition of the Owned Real Property and any properties formerly owned, operated, or leased by the Company and any off-site treatment, storage, disposal or recycling facility used by or on behalf of the Company.

4.21 Bank Accounts. Schedule 4.21 sets forth the name of each bank, securities broker or other financial institution with which the Company has an account, the account number, account type and the names of all Persons authorized to draw thereon or have access thereto.

4.22 Financial Advisors. Except for the Broker, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Company in connection with the Transaction and no Person is entitled to any fee or commission or like payment in respect thereof based on any arrangement by or on behalf of the Company.

4.23 Affiliate Transactions. Except as set forth on Schedule 4.23, no director, manager, officer, or Affiliate of the Company ("Related Persons"), (a) owes to the Company any amount payable, nor does the Company owe any amount to, or have committed to make any loan or extend or guarantee credit to or for the benefit of, any Related Person or (b) is involved in any material business arrangement or other relationship with the Company, including any arrangement for the provision of services by or to any Affiliate of the Company, that will not be terminated effective as of or prior to Closing.

4.24 Company Insurance Policies. All material insurance policies, including policies of life, property, fire, workers' compensation, products liability, title, umbrella/excess, environmental, professional, directors' and officers' liability and other casualty and liability insurance currently maintained by or for the benefit of the Company (the "Company Insurance Policies") are in full force and effect, the Company is not in default with respect to its obligations under any Company Insurance Policies, and no written notice of cancellation or repudiation has been received by the Company. The Company Insurance Policies covering the Business, its Products and services and properties and assets are in such amounts as are sufficient, in all material respects, for all requirements of Law and all Material Contracts of the Company. All premiums or payments due prior to the Closing Date under such Company Insurance Policies have been or will be paid timely. There are no pending claims with any insurance company or, since January 1, 2021, and no instances of a denial of coverage of the Company by any insurance company that, if not paid by such insurance company, would reasonably be expected to result in a Company Material Adverse Effect. Since January 1, 2021, no submitted material claim has been refused or rejected under any Company insurance policy and no insurer has issued a written reservation of rights or otherwise denied coverage with respect to any pending material Product claim. The Company has timely provided notice of material claims to its insurers where required

under the applicable policies. The Company has made available copies of all Company Insurance Policies currently maintained by the Company itself.

4.25 Anticorruption Laws; Sanctions.

(a) Except for matters that have not and would not reasonably be expected to be material to the Company, taken as a whole, since January 1, 2022, neither the Company nor its directors, officers, employees, or, to the Knowledge of the Company, agents or third-party representatives to the extent acting on behalf of the Company, (i) have taken any action that would cause the Company to be in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any similar anti-bribery Law or regulations applicable to the Company (collectively, the “Anticorruption Laws”), or (ii) have, directly or indirectly, made, offered, authorized, facilitated, received, or promised to make or receive, any payment, contribution, gift, entertainment, bribe, rebate, kickback, financial or other advantage, or anything else of value, regardless of form or amount, to or from any official of a Governmental Body, any officer or employee of any corporation or other entity owned or controlled by any Governmental Body, or any other Person in violation of Anticorruption Laws.

(b) Except for matters that have not and would not reasonably be expected to be material to the Company, taken as a whole, neither the Company nor any of its directors, officers, employees, or, to the Knowledge of the Company, agents or third-party representatives to the extent acting on behalf of the Company, are currently or have been, since January 1, 2024:

(i) a Sanctioned Person;

(ii) operating in, organized in, conducting business with, or otherwise engaging in dealings with or for the benefit of any Sanctioned Person or in any Sanctioned Country in violation of Sanctions Laws; or

(iii) otherwise in violation of any applicable Sanctions Laws. Except for matters that have not and would not reasonably be expected to be material to the Company, taken as a whole, neither the Company nor any of its directors, officers, employees, or, to the Knowledge of the Company, agents or third-party representatives to the extent acting on behalf of the Company is, or has been, since January 1, 2024, the subject of any Action by any Governmental Body regarding any offense or alleged offense under Sanctions Laws (including by virtue of having made any disclosure relating to any offense or alleged offense), and, to the Knowledge of the Company, no such Action has been threatened.

4.26 Company Products.

(a) Product Compliance; Specifications. Except as set forth on Schedule 4.26(a), during the past six (6) years (i) all Products have complied in all material respects with all applicable Laws and Applicable Product Requirements and (ii) the Company has not (A) received written notice alleging that any material quantity or quality of Products involving aggregate value in excess of \$150,000 failed to comply with any Applicable Product Requirement, other than matters that have been fully resolved without material Liability to the

Company, or (B) reserved or paid more than \$500,000 in any year for any warranty, product or project-related exposure.

(b) Testing; Inspection; Quality Control; Remediation. Except as set forth on Schedule 4.26(b), the Company has maintained commercially reasonable quality-control and quality-assurance procedures with respect to its Products. During the past six (6) years, all material tests, inspections and certifications required by applicable Law, Contract or Applicable Product Requirements with respect to Products sold by the Company have been performed or obtained in all material respects, and all material certificates of compliance, certificates of conformance, test reports or results, inspection reports or results, material certifications and similar documents or quality control records provided by the Company were true, correct and/or complete in all material respects when provided by the Company to the customer, as supplemented, if applicable.

(c) Product and Service Warranties; Product Liability; Recalls.

(i) Schedule 4.26(c) contains a copy of the Company's standard written warranty currently provided with respect to its Products and services and lists any customer Contracts set forth on Schedule 4.14(a)(i) with material non-standard warranty obligations applicable to Products and services currently subject to warranty.

(ii) During the past six (6) years, the Company has not received any written claim by any customer or other third party in excess of \$500,000 alleging that any Product manufactured or supplied, or service provided, by the Company: (A) was defective in design, manufacture or materials; (B) failed to comply with any Applicable Product Requirement; (C) caused material property damage, personal injury or death; (D) required material repair, removal or replacement after installation; or (E) resulted in any material damages, back-charges, liquidated damages or other unreimbursed project-related costs asserted against the Company.

(iii) No Product sold by the Company has during the past six (6) years been subject to any material product recall or systemic retrofit, field modification, replacement program or corrective-action program by the Company, whether voluntary or mandated by a Governmental Body or customer of the Company.

(iv) To the Knowledge of the Company, there is no unresolved material defect or systemic condition affecting Products sold by the Company during the past six (6) years that is reasonably expected to result in a material product recall or systemic retrofit, or a systemic or widespread field modification, replacement program or corrective-action program, by the Company, whether voluntary or mandated by a Governmental Body or customer of the Company.

(d) Engineering Design and Responsibility; Product Condition.

(i) The Company does not provide, and during the past six (6) years has not provided, professional engineering, architectural or other licensed design services for, or drawings to, customers and has not assumed responsibility for the engineering or design of any Infrastructure Project, in whole or in part, in each case, other than engineering, architectural or design services relating specifically to its Products.

(ii) During the past six (6) years, all material engineering drawings, specifications and calculations prepared by the Company in connection with its Products have been prepared by personnel possessing the qualifications required by applicable Law.

(iii) During the past six (6) years the Company has not received written notice of any material unresolved claim alleging any professional negligence, engineering error or design error with respect to any Product.

(iv) There exists no recurring, systemic or widespread defect, manufacturing condition, material deficiency or design condition affecting any Product line that: (A) has resulted in repeated material field failures; (B) would reasonably be expected to result in material liability to multiple customers; or (C) has been the subject of an internal engineering or quality investigation that concluded that material corrective action was required and such corrective action has not been completed.

(v) Except as set forth on Schedule 4.26(d), to the Knowledge of the Company, within the past six (6) years, the Company has not designed or engineered any Product specifically for a material Infrastructure Project where such project-specific design would reasonably be expected to create any material warranty, liability or indemnification obligation beyond the Company's standard warranty terms.

4.27 Specified Open Orders. Schedule 4.27 sets forth a true, correct and complete list, as of the date indicated on Schedule 4.27, of all open customer orders, purchase orders, work orders, statements of work and similar commitments of the Company with a total contract value in excess of \$750,000 (the "Specified Open Orders"). To the Knowledge of the Company, no Specified Open Order is subject to a material pending Action.

4.28 Material Customers and Suppliers.

(a) Schedule 4.28(a) sets forth a true, complete and accurate list of the ten (10) largest customers of the Company (consolidating into a single customer all affiliated customers) ("Material Customers"), and the ten (10) largest suppliers of the Company (consolidating into a single supplier all affiliated suppliers) ("Material Suppliers"), as measured by the aggregate dollar amount of purchases therefrom, through or thereby, (i) with respect to Material Customers, during the fiscal year ended December 31, 2025 and the six (6) month period ended June 30, 2026, showing the total sales by or through the Company to each Material Customer during such period and (ii) with respect to Material Suppliers, during the fiscal years ended December 31, 2024 and December 31, 2025 showing the total purchases by the Company from each Material Supplier during each such period.

(b) During the past twelve (12) months, no Material Customer or Material Supplier (i) has notified Seller or the Company in writing of its intention to cancel, terminate or otherwise materially diminish or alter (including any material reduction in the rate or amount of sales or purchases or material change to the supply or credit terms, as the case may be), or (ii) notified Seller or the Company in writing of any intention to cancel, terminate or otherwise materially diminish or alter (including any material reduction in the rate or amount of sales or purchases, as the case may be) its relationship or business dealings with the Company. The Company is not a party to any outstanding material dispute with any Material Customer or Material Supplier.

(c) Except as set forth on Schedule 4.28(c), the Company has no sole-source or single-source supplier of any material raw material or component for which, to the Knowledge of the Company, no commercially reasonable alternative source exists. To the Knowledge of the Company, there is currently no material shortage or interruption affecting a sole-source or single-source supplier that would reasonably be expected to materially impair the Company's ability to satisfy its existing contractual commitments.

4.29 Disclaimers of Other Representations and Warranties. Other than the representations and warranties expressly made by Seller and the Company in ARTICLE 3 or in this ARTICLE 4, respectively, in each case as qualified by the Disclosure Schedules (such representations and warranties, as so qualified, collectively, the "Express Representations"), neither any Seller Related Person nor any Person acting on their respective behalf has made, and will not be deemed to have made, any representation or warranty, express or implied, and in Law or in equity of any nature or kind in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby. Without limiting the generality of the foregoing, (a) except as expressly covered by an Express Representation, neither any Seller Related Person nor any Person acting on their respective behalf, has made any representation or warranty to Buyer or any of its Affiliates or their respective Representatives with respect to any information, whether written or oral and whether distributed by or on behalf of a Seller Related Person, the Broker, or any other Representative of any of the foregoing, or any other Person, including with respect to any information contained in any confidential information memoranda or presentation, or in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the transactions contemplated hereby, or in respect of any other matter or thing whatsoever; and (b) no representation or warranty has been or is made concerning any projections, estimates, forecasts, or budgets, written or oral, with respect to future revenues, expenses, expenditures, results of operations or otherwise or any synergies expected to result from the Transaction. None of Buyer, its Affiliates and any of their respective Representatives is relying upon, and Seller and the Company, on their own behalf and on the behalf of each Seller Related Person, expressly disclaims, any representation or warranty of any nature or kind other than an Express Representation in connection with the transactions contemplated by this Agreement, the other Transaction Documents, or the transaction contemplated hereby or thereby. Notwithstanding anything to the contrary herein, nothing in this Section 4.29 shall limit or preclude any claim for Fraud.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES RELATING TO BUYER

Buyer hereby represents and warrants to Seller as of the date hereof as follows:

5.1 Organization and Good Standing. Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own, lease and operate its properties and carry on its business as now conducted.

5.2 Authorization of Agreement. Buyer has all requisite power and authority to execute and deliver this Agreement, and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Buyer in connection with the consummation of the Transaction (collectively, the “Buyer Documents”), and to consummate the Transaction. The execution, delivery and performance by Buyer of this Agreement and each Buyer Document and the consummation of the Transaction, have been duly and validly authorized by all necessary action on behalf of Buyer. This Agreement has been, and each Buyer Document will be at or prior to the Closing, duly executed and delivered by Buyer and (assuming the due authorization, execution and delivery by the other Parties) this Agreement constitutes, and each Buyer Document when so executed and delivered will constitute, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its and their terms, subject to the Enforceability Exceptions.

5.3 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by Buyer of this Agreement or the other Buyer Documents, the consummation of the Transaction, or compliance by Buyer with any of the provisions hereof or thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under, any provision of (i) the Organizational Documents of Buyer; (ii) any Contract or Permit to which Buyer is a party or by which any of the properties or assets of Buyer are bound; (iii) any Order applicable to Buyer or by which any of the properties or assets of Buyer are bound; or (iv) assuming compliance with and the making of any required filings under the HSR Act or other applicable Competition Laws as set forth on Schedule 3.4(b), any applicable Law, other than, in the case of Sections 5.3(a)(ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations, that would not, individually or in the aggregate, prevent, materially delay or impair (A) the ability of Buyer to execute and deliver this Agreement or consummate the Transaction or (B) the performance by Buyer of its obligations under this Agreement.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Buyer in connection with the execution and delivery of this Agreement or the other Buyer Documents, the compliance by Buyer with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby or the taking by Buyer of any other action contemplated hereby or thereby, except for compliance with the applicable requirements of the HSR Act or other applicable Competition Laws.

(c) None of the execution and delivery by Buyer of this Agreement or the other Buyer Documents, the consummation of the Transaction, or compliance by Buyer with any of the provisions hereof or thereof requires, or will require, the vote or approval of the holders of any class or series of capital stock of Buyer or any direct or indirect equityholder of Buyer.

5.4 Litigation. There are no Actions pending or, to the Knowledge of Buyer, threatened against Buyer or its Affiliates that (a) challenges or seeks to enjoin, delay or obtain damages in respect of this Agreement, the Transaction or the transactions contemplated hereby or (b) would adversely affect Buyer’s ability to perform its obligations under this Agreement or the other Transaction Documents or to consummate the Transaction or the transactions contemplated hereby and thereby. Neither Buyer nor any of its Affiliates is subject to any Order which would have an adverse effect on the ability of Buyer to perform its obligations under this Agreement or the other Transaction Documents.

5.5 Investment Intention. Buyer is purchasing the Company Securities for its own account with the current intention of holding such securities for investment purposes and not with a view to or for sale in connection with any public distribution of such securities in violation of any federal, state or foreign securities Laws. Buyer is an “accredited investor” as defined in Regulation D promulgated under the Securities Act. Buyer acknowledges and agrees that it is fully informed as to the risks of the Transaction and the ownership of the Company Securities. Buyer has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Company pursuant to this Agreement and protecting its own interests in connection with the Transaction. Buyer acknowledges that the Company Securities have not been registered under the Securities Act or any other securities Laws and that the Company Securities may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the Securities Act and is registered under any other applicable securities Laws or pursuant to an exemption from registration under the Securities Act and any other applicable securities Laws.

5.6 Inspection. Buyer is an informed and sophisticated Person and has engaged expert advisors experienced in the evaluation and acquisition of companies as contemplated hereunder. Buyer has undertaken such investigation as it deems necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of the Buyer Documents. Buyer and its Representatives have been afforded the opportunity to obtain additional information necessary to verify the accuracy of the representations and warranties made by the Company and Seller hereunder and to otherwise evaluate the merits of the transactions contemplated by this Agreement and the other Transaction Documents. Buyer acknowledges that there are uncertainties inherent in any financial projection or forecast and that Buyer is familiar with such uncertainties and it takes full responsibility for making its own evaluation of the adequacy and accuracy of any projections and forecasts furnished to it or its Representatives.

5.7 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof based on any arrangement by or on behalf of Buyer.

5.8 Financing. Buyer will have as of the Closing Date, sufficient funds and adequate financial resources available to satisfy its monetary and other obligations (including to purchase the Company Securities and make the payments required pursuant to Section 1.2(b) and ARTICLE 2) under this Agreement, and to make all other payments required by the terms hereof, to pay all related fees and expenses in connection with this Agreement and the transactions contemplated hereby, in each case, as and when due, and to otherwise consummate the transactions contemplated hereby. Buyer acknowledges that the obligations of Buyer under this Agreement are not contingent upon or subject to any conditions regarding Buyer’s, or its Affiliates’ or any other Person’s ability to obtain financing for the consummation of the transactions contemplated hereby.

5.9 Solvency. Immediately after giving effect to the consummation of the Transaction: (i) the fair saleable value (determined on a going concern basis) of the assets of Buyer and the Company shall be greater than the total amount of their Liabilities (including all contingent Liabilities); (ii) Buyer and the Company shall be able to pay their debts as they become due; and (iii) Buyer and the Company shall have adequate capital to carry on their businesses. No transfer of property is being made by (or at the direction of) Buyer or any of its Affiliates, and no obligation is being incurred by (or at the direction of) Buyer or any of its Affiliates, in connection with the Transaction with the intent to hinder, delay or defraud either current or future creditors of Buyer or any of its Affiliates, including following Closing the Company.

5.10 Compliance with Sanctions Laws. None of Buyer nor any of its Affiliates, nor, to the Knowledge of Buyer, any of their officers, directors, managers, employees, acting directly or indirectly on behalf of, or pursuant to a contract with, the Buyer or any of its Affiliates, in the past three (3) years has been: (a) a Sanctioned Person, (b) engaging, directly or indirectly, in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, or (c) otherwise in violation of applicable Sanctions Laws.

5.11 R&W Insurance Policy.

(a) Buyer has conditionally bound the R&W Insurance Policy pursuant to the binder and its exhibits attached hereto as Exhibit D insuring Buyer for Losses due to breaches, or any failure to be true, of representations and warranties of the Company and Seller contained in this Agreement. The R&W Insurance Policy provides that (i) the insurer thereunder will have no subrogation, contribution, or other rights against Seller, any Seller Related Person, their respective Affiliates and/or each of their respective Representatives, except in the case of Losses resulting from Fraud by such Person with respect to the Express Representations, *provided* that the Fraud of any Person(s) would not be imputed to any other Person(s), (ii) Seller, Seller Related Persons, their respective Affiliates, and each of their respective Representatives are express third party beneficiaries of the R&W Insurance Policy with respect to the matters set forth in clause (i), and (iii) without the prior written consent of Seller, the R&W Insurance Policy may not be amended, modified, or otherwise changed in a manner materially adverse to the rights of Seller, any Seller Related Person, their respective Affiliates, and/or any of their respective Representatives, including with respect to the matters set forth in clause (i).

(b) Buyer acknowledges that its obligations set forth herein are not contingent or conditioned upon the procurement of the R&W Insurance Policy. Buyer has paid, or caused to be paid, all of the costs and expenses related to the R&W Insurance Policy, including the total premium, underwriting costs, Taxes, brokerage commission, and other fees and expenses of the R&W Insurance Policy, and shall satisfy all conditions to the issuance of the R&W Insurance Policy.

5.12 Access and Investigation; Condition of the Business; No Other Representations; Non-Reliance. Buyer has had the opportunity to conduct its own independent investigation of the condition, operations and business of the Company and, in making its determination to proceed with the Transaction, Buyer has relied solely upon (i) the Express Representations (in each case, as modified by the Disclosure Schedules), and (ii) the results of its own independent investigation. Except for the Express Representations (in each case, as modified by the Disclosure Schedules), (a) neither any Seller Related Person nor any other Person acting on their respective behalf has made and is not making, and Buyer and its Affiliates have not and will not rely upon, any other statements, representations or warranties whatsoever, express or implied, with respect to any Seller Related Person, the Business or the Company's assets, liabilities, operations, prospects, or condition (financial or otherwise), including with respect to merchantability or fitness for any particular purpose of any assets, the nature or extent of any liabilities, the prospects of the business, the effectiveness or the success of any operations, or the accuracy or completeness of any confidential information memoranda, documents, projections, material or other information (financial or otherwise) regarding the Company and the Business furnished to Buyer, its Affiliates, or their respective Representatives, or made available to them in any "data rooms", "virtual data rooms", management presentations or in any other form in expectation of, or in connection with, the Transaction, or in respect of any other matter or thing whatsoever, (b) all other representations, warranties and statements of any kind or nature, express or implied, are, in each case, specifically disclaimed, and (c) neither any Seller Related Person nor any other Person acting on their respective behalf has any authority, express or implied, to make any representations, warranties or agreements not specifically set forth in this Agreement and subject to the limited remedies herein provided. Without limiting the foregoing, (x) Buyer agrees to and accepts the limitations with respect to the representations and warranties of Seller set forth in Section 3.7 and the Company set forth in Section 4.29, including the disclaimer of all representations and warranties other than the Express Representations; and (y) releases and forever discharges each Seller Related Person with respect to any and all Liabilities and claims arising from any representation, warranty, obligation or duty so disclaimed. Notwithstanding anything to the contrary herein, nothing in this Section 5.12 shall limit or preclude any claim for Fraud.

ARTICLE 6 COVENANTS

6.1 Access to Information.

(a) During the period from the date of this Agreement to the earlier of the Closing and the date on which this Agreement is terminated in accordance with ARTICLE 8 (the "Pre-Closing Period"), subject to the terms of the Confidentiality Agreement and applicable Law, Buyer shall be entitled to make such investigation of the properties, businesses and operations of the Company and such examination of the books and records of the Company as it reasonably requests, including requesting, once available, a copy of the final forensic report regarding the Email Compromise Incident experienced by the Company. Any such investigation and examination shall be conducted during regular business hours and under reasonable circumstances, shall be subject to restrictions under applicable Law and shall not unreasonably interfere with the operations of the Company. Without limiting the foregoing, Seller shall use commercially reasonable efforts to (i) cause KeyBank to terminate as of record the deeds of trust filed by KeyBank N.A. with respect to the Owned Real Property located in Athens, Texas and any collateral interests of KeyBank N.A. and reasonably cooperate with Buyer and provide such information as reasonably requested by Buyer with respect thereto, and (ii) reasonably cooperate with Buyer and provide such information as reasonably requested by Buyer with respect to the Ohio Commercial Activity Tax lien under Case No. 2021EL1758 in favor of the Ohio Department of Taxation, filed on April 20, 2021 as a renewal of Case No. 2010TL1996, originally filed on December 30, 2010 (the "Purported Tax Lien"). Seller shall cause the

Representatives of the Company to reasonably cooperate with Buyer and Buyer's Representatives in connection with such investigation and examination, and Buyer and its Representatives shall cooperate with the Company and its Representatives and shall use their commercially reasonable efforts to minimize any disruption to the Business. In addition, no such investigation or examination shall be permitted to the extent that (i) it would require the Company to disclose information subject to attorney-client privilege, (ii) it would conflict with any confidentiality obligations by which the Company is bound or (iii) legal counsel for Seller or the Company reasonably concludes that it may give rise to antitrust or Competition Law issues or violate a protective order or otherwise may not be disclosed pursuant to applicable Law.

(b) Notwithstanding anything to the contrary contained herein, prior to the Closing, without the prior written consent of Seller, which may be withheld in Seller's sole discretion, Buyer will not (i) contact any Employees, suppliers, customers, or financing sources, in connection with the Company or the Transaction; (ii) conduct any Phase II environmental site assessment or any testing, sampling or other invasive environmental investigations involving the Owned Real Property or any facilities owned or leased by the Company; *provided, however*, that Buyer may conduct a Phase I environmental site assessment of the Owned Real Property, but in no event any testing, sampling or other invasive environmental investigations, with Seller's prior written consent, which may be granted or withheld in Seller's sole discretion, *provided* that any matters, facts or circumstances discovered during or as a result of any Phase I environmental site assessment will not be deemed a breach or violation of any representation or warranty contained in this Agreement and shall be deemed fully disclosed for all purposes under this Agreement as if originally set forth on Schedule 4.20(a); and (iii) have access to any formulae, know-how or other proprietary knowledge or competitively sensitive information of the Company; or (iv) have access to any information analyzing the valuation of the Company, relating to the sale process conducted by Seller or any of its Affiliates with any Person other than Buyer or relating to Seller's or any of its Affiliates' (or their Representatives') evaluation of the business of the Company in connection therewith.

(c) Prior to the Closing, Seller shall, or shall cause the Company to, reasonably cooperate to make available to Buyer, personnel, emissions data and other information in the reasonable possession or control of the Company, including that which may be in the possession or control of a third party consultant, that is reasonably necessary for Buyer and its Representatives to review, for informational purposes, the information required for renewal of the Air Permits and historically provided to the Ohio Environmental Protection Agency or prepared by Seller in connection therewith, including facility wide Potential To Emit (PTE) calculations, emission inventories for the facility's permitted units (rolling actuals) for last twelve (12) months, and HAP speciation/tracking documentation. For the avoidance of doubt, Buyer's rights under this Section 6.1(c) are limited to informational review, and neither Seller nor the Company shall be required, at Buyer's request, to modify the Company's existing operations in the Ordinary Course of Business with respect to any Air Permit.

(d) Nothing contained in this Agreement shall be construed to give to Buyer, directly or indirectly, rights to control or direct the Company's operations prior to the Closing. Prior to the Closing, Seller will exercise, consistent with the terms and conditions of this Agreement, complete control and supervision of the Company's operations.

6.2 Conduct of the Business.

(a) During the Pre-Closing Period, except (1) as set forth on Schedule 6.2(a), (2) as required by applicable Law or Order, (3) as otherwise contemplated by this Agreement or any of the Seller Documents, (4) those actions that are reasonably necessary, as determined by Seller in good faith, to respond directly and materially to, mitigate or prevent any actual or reasonably anticipated material adverse effects of any Current Event on the Company or the Business, provided Seller shall, to the extent reasonably practicable, inform Buyer in advance and in good faith regarding such action, or (5) subject to Section 6.1(c), with the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed and shall be deemed given if Buyer does not object within three (3) Business Days after receipt of the Seller's request or, if Buyer requests additional information, within two (2) Business Days of Seller's request, then Buyer's consent will be considered given within two (2) Business Days after Seller provides such information in all material respects), Seller shall, or shall cause the Company to, use commercially reasonable efforts to: (A) conduct the Business in the Ordinary Course of Business; (B) preserve the current business operations, organization and goodwill of the Company, and (C) preserve the current relationships with customers and suppliers of the Company.

(b) During the Pre-Closing Period, except (1) as set forth on Schedule 6.2(b), (2) as required by applicable Law or Order, (3) as otherwise contemplated by this Agreement or any of the Seller Documents, (4) solely with respect to Sections 6.2(b)(vi), 6.2(b)(x) (excluding any material funded debt) and 6.2(b)(xv)(A), those actions that are reasonably necessary, as determined by Seller in good faith, to respond directly and materially to, mitigate or prevent any actual or reasonably anticipated material adverse effects of any Current Event on the Company or the Business, provided Seller shall, to the extent reasonably practicable, inform Buyer in advance and in good faith regarding such action, or (5) subject to Section 6.1(c), with the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed and shall be deemed given if Buyer does not object within three (3) Business Days after receipt of the Seller's request or, if Buyer requests additional information, within two (2) Business Days of Seller's request, then Buyer's consent will be considered given within two (2) Business Days after Seller provides such information in all material respects), the Company shall not:

(i) transfer, issue, sell, purchase, redeem, pledge, retire or grant any equity interests of the Company or grant any options, warrants, calls or other rights to purchase or otherwise acquire equity interests of the Company;

(ii) reclassify, combine, split, subdivide or amend the terms of any of its equity or issue or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for, its equity;

(iii) amend in any material respect the Organizational Documents of the Company (except in the Ordinary Course of Business and for amendments that do not adversely affect the Company or amend, expand, or affect the obligations of Buyer);

(iv) except as required by Law, any Order, Contract or any applicable Company Benefit Plan as in effect as of the date hereof, increase the amount of any bonus, salary or other compensation to any Employee receiving annual base compensation in excess of \$150,000 except in the Ordinary Course of Business in connection with promotions or annual performance reviews, or enter into any employment, consulting or severance agreement with any Employee; *provided* that this Section 6.2(b)(iv) shall not restrict (A) the hiring or replacement of Employees in the Ordinary Course of Business on terms consistent with past practice or (B) any transaction, retention or similar bonus or arrangement paid in full by Seller or included in Company Transaction Expenses;

(v) establish, adopt, terminate or amend any of the Company Benefit Plans except in accordance with or required by applicable Law or Order or the terms of any such Company Benefit Plan with respect to the Company's Employees as in effect as of the date hereof except for renewals, adoptions, terminations, amendments or other changes of any Company Benefit Plans in the Ordinary Course of Business;

(vi) enter into any commitment for the Company to acquire, upgrade, or maintain the physical assets of the Company in excess of \$250,000 individually and \$500,000 in the aggregate, and are to be made following the Closing except for capital expenditures in the Ordinary Course of Business;

(vii) without duplication of Section 6.2(b)(vi), acquire any material properties or assets or sell, assign, license, transfer, convey, or otherwise dispose of any of the material properties or assets of the Company except for raw materials inventory and supplies in the Ordinary Course of Business;

(viii) change its current accounting methods or principles in any material respect, except as required by GAAP, the Company's auditors or applicable Law;

(ix) make, change or revoke any income or other material Tax election, adopt or change any material method of Tax accounting, file any amended income or other material Tax Return, enter into any closing agreement with respect to a material amount of Taxes, settle or compromise any income or other material Tax claim, assessment or deficiency, surrender any right to claim an income or other material Tax refund, consent to any extension or waiver of the statute of limitations applicable to any income or other material Tax claim or assessment, incur any income or other material Taxes outside the Ordinary Course of Business or in a manner inconsistent with past practice, take any position on a Tax Return; *provided, however*, that nothing in this Section 6.2(b)(ix) shall restrict Gibraltar, Seller or any of their respective Affiliates (including the Company), in its capacity as the common parent, agent, designated filer, reporting member or other representative of any affiliated, consolidated, combined, unitary or similar Tax group that includes the Company, from taking any of the foregoing actions with respect to such group to the extent such action is taken with respect to such group as a whole or otherwise applies to or affects one or more members of such group other than the Company and is not taken solely with respect to the Company, including causing the Company to take any action reasonably necessary to implement or give effect to any such action; and, notwithstanding anything to the contrary above, no prior written consent of Buyer shall be required with respect to any such action; provided, further, that the Company shall not be deemed to have taken any action prohibited by this Section 6.2(b)(ix) solely as a result of its membership in, or the application to it of any action taken with respect to, any such group;

Indebtedness; (x) incur any Indebtedness other than in the Ordinary Course of Business and other than Funded

(xi) make any equity or debt investment in, or any loan advances or capital contributions to, any other Person, other than investments, advances or capital contributions to the Company and employee advances in the Ordinary Course of Business;

(xii) fail to maintain the Owned Real Property, including all improvements located thereon, in substantially the same condition as of the date of this Agreement, ordinary wear and tear and ordinary course maintenance, repairs and replacements excepted, or demolish or remove any material improvements, or construct or erect any new material improvements on the Owned Real Property or any portion thereof;

(xiii) permit the Company to enter into or agree to enter into any merger or consolidation with any corporation or other entity, or acquire the securities (other than marketable securities) of any other Person;

(xiv) cause or allow the Company to enter into a new line of business or abandon or discontinue an existing line of business outside of the Ordinary Course of Business;

(xv) outside the Ordinary Course of Business (A) initiate any material Action against any third party or (B) settle or compromise (1) any Action against the Company for more than \$250,000 individually or \$500,000 in the aggregate, net of insurance proceeds, or (2) any Action where such settlement or compromise includes any material restrictions on the business or operations of the Company or other non-monetary remedy on the Company (other than confidentiality and a non-monetary remedy that is incidental to a monetary settlement);

(xvi) outside the Ordinary Course of Business (A) voluntarily terminate or permit to expire other than by automatic expiration at the end of its term, any Material Contract, Active Government Contract, or Contract involving an Infrastructure Project, (B) amend or modify any such Contract in a manner materially adverse to the Company or the Business, or (C) waive any material terms of any such Contract; or

(xvii) file an application to renew any of the Air Permits prior to December 31, 2026.

(c) Notwithstanding anything contained in this Agreement to the contrary, (i) Seller and the Company are permitted to maintain through the Closing Date the cash management systems of the Company and the cash management procedures as currently conducted by the Company, including sweeping all Cash from the Company accounts, and (ii) the Company is allowed to distribute all Cash thereof to Seller from time to time at or prior to Closing.

6.3 Regulatory Approvals.

(a) On the terms and subject to the conditions herein, Buyer and Guarantor shall, and shall cause their respective Affiliates to, use reasonable best efforts to do, or cause to be done as promptly as practicable, all things necessary, proper, and advisable under applicable Laws to consummate and make effective as promptly as practicable the Transaction. Buyer and Guarantor shall, and shall cause their respective Affiliates to, prepare all necessary documentation (including furnishing all information required under the HSR Act or other applicable Competition Laws) to prepare and affect promptly all necessary or advisable filings and to obtain all consents, waivers and approvals necessary to consummate the Transaction. Filing fees associated with filings, notifications, registrations, submissions or other materials required by the HSR Act or other applicable Competition Laws shall be borne by Buyer. Subject to applicable Law and appropriate confidentiality protections, each Party shall furnish to the other Party such necessary information and reasonable assistance as such other Party may reasonably request in connection with the foregoing.

(b) Without limiting the generality of the undertakings pursuant to this Section 6.3, on or before October 23, 2026, Buyer, Guarantor and Seller shall, and shall cause their respective Affiliates to, make, or cause to be made, all filings and submissions and provide, or cause to be provided, as promptly as practicable information and documents requested or required to be submitted to any Governmental Antitrust Entity, including filing any notification and report form and related material required under the HSR Act or any other applicable Competition Law (the “HSR Filing”). Buyer and Guarantor shall, and shall cause their respective Affiliates to, use reasonable best efforts to (A) include in each filing or submission a request for early termination or acceleration of any applicable waiting or review periods, to the extent available under the applicable Laws, (B) take any and all actions necessary as may be required to cause the expiration of the waiting period under the HSR Act or other applicable Competition Laws with respect to the Transaction as promptly as possible after the execution of this Agreement, (C) comply promptly with any such inquiry or request by any Governmental Body, including requests for production of documents and production of witnesses for interviews or depositions, (D) certify compliance with any request for additional information or documentary material from any Governmental Antitrust Entity to the HSR Filing (“Second Request”) promptly after receipt of such Second Request, and (E) produce information and documents on a rolling basis, consistent with obtaining approval under any other applicable Competition Law, as set forth on Schedule 3.4(b).

(c) Buyer and Guarantor shall, and shall cause their respective Affiliates to, further use reasonable best efforts to take any and all actions necessary to avoid or eliminate any impediment under any Law and resolve any objections that may be asserted by any Governmental Antitrust Entity, so as to enable the Parties to expeditiously close the Transaction by no later than the Outside Date. In connection therewith, if any Action is instituted (or threatened to be instituted) challenging the Transaction as in violation of any Competition Law, Buyer and Guarantor shall, and shall cause their respective Affiliates to, use reasonable best efforts to contest and resist any such Action, and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other Order whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Transaction, including by pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless, by mutual agreement, Buyer and Seller decide that litigation is not in their respective best interests. Without limiting the generality of the foregoing, Buyer and Guarantor shall, and shall cause their respective Affiliates to, also:

(i) comply with all restrictions and conditions, if any, necessary to remove any impediments to Closing of the Transaction asserted by any Governmental Antitrust Entity or any Governmental Body under any Competition Laws in connection with granting any necessary clearance or terminating any applicable waiting period, including (1) offering, negotiating, agreeing to and effecting to sell, divest, hold separate, license, encumber, cause a third party to acquire, or otherwise dispose of, any operations, divisions, businesses, product lines, customers, rights or assets of Buyer, Guarantor or their respective Affiliates, including the Company, contemporaneously with or after the Closing and regardless as to whether a third-party buyer has been identified or approved prior to the Closing (a "Divestiture"), (2) taking or committing to take such other actions that may limit Buyer, Guarantor, their respective Affiliates, or the Company's freedom of action with respect to, or its ability to retain, one or more of its operations, divisions, businesses, product lines, customers or assets and (3) entering into any Order, consent or other agreement to effectuate any of the foregoing;

(ii) enter into, assign, amend, or terminate any Contract of Buyer or its Affiliates or other business relationship of Buyer or its Affiliates as may be required to obtain any necessary clearance of any Governmental Antitrust Entity or to obtain termination of any applicable waiting period under any Competition Laws; and

(iii) not extend any waiting period or enter into any tolling agreement or understanding with any Governmental Antitrust Entity without the prior written consent of Seller, which shall not be unreasonably withheld if such extension, tolling agreement or understanding would not explicitly extend the applicable waiting period or otherwise delay the consummation of the Transaction beyond five (5) Business Days prior to the Outside Date; *provided, however*, that for the avoidance of doubt Buyer, in consultation with Seller, shall have the ability to voluntarily withdraw and promptly refile any HSR Act notification pursuant to 16 CFR § 803.12; *provided, further*, than any such voluntarily withdrawal and refiling shall occur in a timely manner so as not to extend the initial waiting period for the refiling beyond five (5) Business Days prior to the Outside Date.

(d) Except as specifically required by this Agreement, Buyer and Guarantor shall not, and shall not permit any of their respective Affiliates or any other Buyer Related Person to, take any action, or refrain from taking any action, the effect of which would be to materially delay or impede the ability of the Parties to consummate the Transaction. Without limiting the generality of the foregoing, Buyer and Guarantor shall not, and shall not permit any of their respective Affiliates or any other Buyer Related Person to, acquire or agree to acquire, by merging with or into or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets, if the entering into of a definitive agreement relating to, or the consummation of such acquisition, merger or consolidation would reasonably be expected to: (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any consents of any Governmental Antitrust Entity necessary to consummate the Transaction or the expiration or termination of any applicable waiting period; (ii) increase the risk of any Governmental Antitrust Entity entering an Order prohibiting the consummation of the Transaction; (iii) materially increase the risk of not being able to remove any such Order on appeal or otherwise; or (iv) materially delay or prevent the consummation of the Transaction.

(e) Buyer shall keep Seller apprised of the status of all filings and submissions referred to in this Section 6.3 and shall (i) promptly inform Seller of any oral communication with any Governmental Body, (ii) permit Seller to review and incorporate Seller's reasonable comments in any communication given by it to any Governmental Body, and (iii) provide to Seller copies of all correspondence between it (or its advisors) and any Governmental Body relating to the Transaction or any of the matters described in this Section 6.3 in a manner that protects attorney-client or attorney work product privilege. Buyer, Guarantor and their respective Affiliates shall not independently participate in any formal meeting with any Governmental Body in respect of any such filings, investigation, or other inquiry without giving Seller reasonable prior notice of the meeting and, to the extent permitted by such Governmental Body, the opportunity to attend or participate. Subject to applicable Law, Buyer shall consult and cooperate with Seller in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions, and proposals made or submitted by or on behalf of Buyer, Guarantor and their respective Affiliates relating to, but not limited to, proceedings under the HSR Act or other applicable Competition Laws.

(f) Buyer and Guarantor shall, and shall cause their respective Affiliates to, take promptly, in the event that any permanent or preliminary injunction or other Order is entered or becomes reasonably foreseeable to be entered in any Action that would make the consummation of the Transaction in accordance with the terms of this Agreement unlawful or that would prevent or delay consummation of the Transaction, any and all steps (including the appeal thereof, the posting of a bond or the taking of the steps contemplated by Section 6.3(c)) necessary to vacate, modify or suspend such injunction or Order so as to permit such consummation.

6.4 Further Assurances. Other than as provided in Section 6.3 with respect to approvals of any Governmental Antitrust Entity which should be governed by Section 6.3, each of the Parties shall use its commercially reasonable best efforts (unless, with respect to any action, another standard of performance is expressly provided for herein, in which case such standard of performance shall apply) to take such actions as are reasonably necessary, proper or advisable to satisfy, to the extent within such Party's control, the conditions to Closing set forth in ARTICLE 7 and applicable to such Party.

6.5 Confidentiality.

(a) Buyer acknowledges that the information provided to it in connection with this Agreement and the Transaction is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference. In accordance with Section 8.3(b), effective upon the termination of this Agreement pursuant to Section 8.1, the Confidentiality Agreement shall be automatically extended until the date that is three (3) years following the date of such termination. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate.

(b) Notwithstanding the foregoing and except as otherwise permitted by this Section 6.5, for a period of three (3) years from the date of this Agreement, Buyer shall not, and shall cause its Affiliates and Representatives not to, disclose to any Person any non-public information of a confidential or proprietary nature related to Gibraltar, Seller and each of their respective Affiliates (other than with respect to the Business), except to the extent necessary to consummate the Transaction or any Transaction Documents, any post-Closing Tax matters set forth in this Agreement, or if required to do so by applicable Law or Order, and except to the extent that such information enters the public domain through no fault of Buyer, its Affiliates or their respective Representatives in violation of this Agreement or the Confidentiality Agreement. Buyer may disclose the terms and existence of this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby to their respective Affiliates and their respective Representatives that are subject to customary confidentiality obligations. If Buyer, its Affiliate or their respective Representative is required by applicable Law or Order to disclose any such non-public information, Buyer shall: (i) to the extent permissible under applicable Law, give Seller prompt written notice of such requirement so that Seller may have an opportunity to seek, at its sole cost and expense, an appropriate protective order or other remedy; and (ii) cooperate with Seller and its Affiliates, at Seller's sole cost and expense, to obtain such protective order or other remedy. In the event that such protective order or other remedy is not obtained, Buyer, its Affiliate or their respective Representative, as applicable, shall furnish only that portion of such non-public information which, on the advice of its counsel, is legally required to be disclosed and, upon Seller's written request and at Seller's sole cost and expense, use commercially reasonable efforts to seek confidential treatment (to the extent available) of such information.

6.6 Directors and Officers Indemnification; Insurance.

(a) Buyer agrees that after the Closing, it shall not permit the Company to amend, repeal or modify any provision in its Organizational Documents in a manner that would adversely affect the rights of exculpation, indemnification or advancement of expenses of present or former directors, managers, officers or Employees (collectively, the "D&O Indemnitees") for acts or omissions occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing (including in respect of any matters arising in connection with this Agreement and the transactions contemplated by this Agreement), it being the intent of the Parties that the directors, managers, officers and Employees of the Company prior to the Closing shall continue thereafter to be entitled to such exculpation, indemnification and advancement of expenses to the fullest extent permitted under applicable Laws and the Company's Organizational Documents, and Buyer agrees to cause the Company to perform in a timely manner and to otherwise honor such obligations in all respects.

(b) The obligations of Buyer under this Section 6.6 shall not be terminated or modified in such a manner as to adversely affect any D&O Indemnitee to whom such Section 6.6 applies without the written consent of the affected D&O Indemnitee (it being expressly agreed that the D&O Indemnitees to whom this Section 6.6 applies shall be express third-party beneficiaries of this Section 6.6). The rights of the D&O Indemnitees under this Section 6.6 shall be in addition to any rights such D&O Indemnitees may have under the Organizational Documents of the Company or under any applicable Contracts or Laws, and nothing in this Agreement is intended to, shall be construed to or shall release or impair any rights to D&O Indemnitees' insurance claims under any policy that is or has been in existence with respect to the Company for any of its D&O Indemnitees (it being understood and agreed that the indemnification provided for in this Section 6.6 is not in substitution of any such claims under such policies). The provisions of this Section 6.6 shall survive the Closing.

(c) In the event any litigation, claim or proceeding (each, a “D&O Claim”) relating to any acts or omissions covered under this Section 6.6 is asserted or made, any determination required to be made with respect to whether a D&O Indemnatee’s conduct complies with the standards set forth under applicable Law, the Organizational Documents of the Company or any indemnification agreements or arrangements of the Company, as the case may be, shall be made by independent legal counsel selected by such D&O Indemnatee.

(d) Buyer shall, and shall cause the Company to, cooperate, and cause their respective Affiliates to cooperate, in the defense of any D&O Claim and shall provide access to properties and individuals as reasonably requested and furnish or cause to be furnished records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

(e) In the event that Buyer, the Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger; or (ii) transfers or conveys fifty percent (50%) or more of all of its properties and assets to any Person, then, and in each such case, Buyer shall ensure that proper provision are made, so that the successors and assigns of Buyer and the Company shall assume all of the obligations of Buyer and the Company set forth in this Section 6.6.

6.7 Preservation of Records. From and after the Closing, Buyer shall, and shall cause its Affiliates (including the Company after the Closing) to, preserve and keep the records held by them relating to the Company’s business for a period of seven (7) years from the later of the Closing Date or the date of creation if after the Closing (or longer if required by applicable Law) and shall make such records and personnel available during normal business hours to Seller and its Affiliates (including the right to make copies at their expense) as may be reasonably required by Seller or its Affiliates in connection with, among other things, any Tax filings of Seller or its Affiliates, financial reporting, or securities or other compliance matters, any insurance claims by, Actions or Tax audits against or Governmental Body’s investigations of, Seller or its Affiliates or in order to enable Seller and its Affiliates to comply with their obligations under this Agreement and each of the Seller Documents, as applicable; *provided* that any such access does not unreasonably interfere with the normal business operations of the Company. In the event Buyer wishes to destroy such records after that time, Buyer shall first give thirty (30) days prior written notice to Seller, and Seller and its Affiliates shall have the right, at their option and expense, upon prior written notice given to Buyer within such thirty (30) day period, to take possession of the records.

6.8 Publicity; Public Filings

(a) Except (i) for Gibraltar’s, Buyer’s and Compagnie de Saint-Gobain S.A.’s initial press release(s) upon announcement of the execution and delivery of this Agreement to be mutually agreed upon by the Parties (the “Initial Press Release”), or (ii) as otherwise agreed by the Parties, except as provided in Section 6.8(b) below, neither Party nor its Affiliates shall, directly or indirectly, issue any press release or public announcement concerning the Transaction without the prior written consent of the other Party; *provided* that the foregoing shall not restrict or prevent the Company from making any announcements to its Representatives, Employees, customers and other business relations to the extent Seller determines in good faith that such announcement is necessary or advisable. Subject to Section 6.8(b) below and except for the Initial Press Release, in the event any press release is required by applicable Law or the rules and regulations of any applicable stock exchange, Buyer and Seller will use reasonable commercial efforts to consult with each other and allow the other Party a reasonable opportunity to comment on such press release in advance of its issuance.

(b) Nothing in this Agreement shall prevent (a) Seller or its Affiliates from making any filings or disclosures required by Law (including any applicable securities Laws including the filing of SEC Form 8-K, 10-K, 10-Q and any registration statement), its current or future credit facilities or bond indentures or the rules of any stock exchange, or (b) any Person from enforcing its rights under this Agreement.

6.9 Employees.

(a) (i) For a period of twelve (12) months following the Closing (or, if shorter, during any period of employment), Buyer shall, or shall cause the Company, its Affiliates or their respective successors, as applicable, to provide those employees who are employed by the Company on the Closing Date (including employees on vacation, leave of absence, or short or long-term disability) (collectively, the “Continuing Employees”) with base salary or wage rate, commission structure and opportunity for short-term cash bonus compensation (excluding any discretionary, one-time, signing, change in control, transaction, retention, long-term incentive or equity or equity-based compensation or opportunities), that are, in the aggregate, no less favorable than those being provided or made available to the applicable Continuing Employee immediately prior to the Closing. (ii) For a period of twelve (12) months following the Closing (or, if shorter, during any period of employment), Buyer shall, or shall cause the Company, its Affiliates or their respective successors, as applicable, to provide to Continuing Employees employee benefits (excluding any defined benefit pension, post-employment welfare, equity or equity-based, nonqualified deferred compensation, retention, change in control and transaction benefits (collectively, “Excluded Benefits”), including vacation, retirement, health, welfare and fringe benefits, that are substantially similar and no less favorable in the aggregate to those being provided or made available to similarly situated employees of Buyer or its Affiliates. (iii) For a period of three (3) years following the Closing, Buyer shall, or shall cause the Company, their respective Affiliates and their respective successors, as applicable, to provide employment verification of Continuing Employees as reasonably requested by Seller in order for Seller to determine verify vested status of equity or equity-based compensation awarded to Continuing Employees by Gibraltar or its Affiliates prior to Closing.

(b) Contingent upon the Closing, the Company shall cease to be a participating employer in each Company Benefit Plan that is sponsored and maintained by one or more of its Affiliates, effective no later than the Business Day prior to the Closing Date for any Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code (each, a “Seller 401(k) Plan”) and effective no later than the Closing Date for all other such Company Benefit Plans. As of the Closing Date (or such later date required by Law or the terms of the applicable Company Benefit Plan), each Continuing Employee shall cease to be an active participant under each of the Company Benefit Plans that is sponsored and maintained by one of the Company’s Affiliates, but will remain eligible to participate in any Company Benefit Plan that is directly sponsored or maintained by the Company. Without limitation of its obligations under Section 6.9(a) above, no later than the Closing Date, the Buyer or one of its Affiliates (including, after the Closing, the Company) shall have in effect one or more defined contribution plans that include a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (the “Buyer 401(k) Plan”) in which the Continuing Employees may participate on terms that are no less favorable in the aggregate than those offered to similarly situated employees of Buyer or its Affiliates and the Continuing Employees shall be permitted to elect to roll over their individual account balances from the Seller 401(k) Plan as a direct rollover to the Buyer 401(k) Plan, and Buyer shall cause any Buyer 401(k) Plan to be amended to the extent necessary to accomplish the same.

(c) Without limitation of its obligations under Section 6.9(a) and Section 6.9(b) above, effective as of the Closing Date, Buyer shall, or shall cause the Company, its Affiliates or their respective successors, as applicable, to offer Continuing Employees the opportunity to participate on terms that are no less favorable in the aggregate than those offered to similarly situated employees of Buyer or its Affiliates, in the health and welfare and employee benefit programs (other than Excluded Benefits) maintained by Buyer or its Affiliates.

(d) Upon and following the Closing, without limitation of its obligations under Section 6.9(a) and Section 6.9(b) above, Buyer shall, and shall cause the Company, its Affiliates or their respective successors, as applicable, to use commercially reasonable efforts to: (i) provide Continuing Employees with full credit for all purposes, including eligibility, vesting, accrual, and calculation of vacation or severance benefits or other accruals, under any employee benefit plans or arrangements (other than Excluded Benefits) maintained by Buyer and its Affiliates, including the Company after the Closing (collectively, the “Buyer Plans”) for such Continuing Employees’ service with the Company (or any predecessor entity) earned prior to the Closing Date to the same extent recognized by the Company; *provided, however*, that no such service shall be recognized to the extent such recognition would result in the duplication of benefits; (ii) waive or cause to be waived all limitations as to preexisting conditions, exclusions, evidence of insurability, actively-at-work requirements, and waiting periods applicable to Continuing Employees and their eligible dependents under any Buyer Plan that is a welfare benefit plan that such Continuing Employees and their eligible dependents may be eligible to participate in after the Closing Date; and (iii) cause any deductibles and out-of-pocket maximums paid on or before the Closing by any Continuing Employee (or covered dependent thereof) to be recognized and taken into account for purposes of satisfying applicable deductible, coinsurance and maximum out-of-pocket provisions after the Closing under any applicable Buyer Plan in the year of initial participation or applicable plan or benefit accumulation year.

(e) The provisions of this Section 6.9 are solely for the benefit of the Parties and shall not confer any third-party beneficiary rights upon any Person. Nothing contained in this Section 6.9, whether express or implied: (i) shall be treated as establishing, amending or modifying for any purpose any Company Benefit Plan or Buyer Plan; (ii) shall alter or limit the ability of Buyer, the Company, or any of their respective Affiliates to amend, modify or terminate any benefit plan, program, agreement or arrangement at any time assumed, established, sponsored or maintained by any of them; or (iii) is intended to confer upon any current or former employee of the Company or any other Person any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

(f) From the date hereof through the Closing, each of Seller and the Company shall cooperate with Buyer as reasonably requested in order to facilitate the timely transition of Continuing Employees from payroll and benefits programs of Seller and its Affiliates to the Buyer Plans. Following the Closing, Seller shall, and shall cause its Affiliates to, cooperate with each of Buyer and the Company to provide reasonably requested data extracts from Seller's and its Affiliate's payroll and HRIS systems including, but not limited to, payroll records, time and attendance reports, wage statements, and tax reporting forms. No later than January 31, 2027, Seller shall, and shall cause its Affiliates to, direct their respective third party vendors, to produce and distribute W-2s to the Continuing Employees with regard to required wage reporting and complete required Affordable Care Act reporting for the period from January 1, 2026, through Closing.

6.10 Tax Matters.

(a) Transfer Taxes. All Transfer Taxes shall be borne and timely paid fifty percent (50%) by Seller and fifty percent (50%) by Buyer. The party required under applicable Law shall procure any stock transfer stamps required by any Transfer Tax, and timely file, to the extent required by applicable Law, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and the other parties shall reasonably cooperate in connection with the procurement of transfer stamps and preparation and filing of any Tax Return and other documentation, including by promptly supplying any information in its possession that is reasonably necessary to complete such Tax Returns or documentation or procure any transfer stamps. If required by Law, the other parties hereto shall join in the execution of any such Tax Returns or other documentation required to be filed pursuant to this Section 6.10(a).

(b) Pre-Closing Tax Returns. Seller (or any direct or indirect owner thereof, as applicable), at its sole cost and expense, shall prepare, or cause to be prepared, and timely file, or cause to be timely filed, all Tax Returns for any affiliated, consolidated, combined, unitary or similar Tax group of which the Company is or was a member for any taxable period of such group ending on or prior to the Closing Date or that includes the Closing Date (each such Tax Return described in this Section 6.10(b), a "Seller Group Pre-Closing Tax Return"). Seller shall prepare all Seller Group Pre-Closing Tax Returns on a basis not inconsistent with procedures, practices and accounting methods of the applicable entity in existence as of the date hereof, unless otherwise required by applicable Law at a "more likely than not" or higher level of confidence (but solely with respect to any Tax items of the Company) or explicitly in accordance with this Agreement. Seller shall provide to Buyer draft copies of pro forma stand-alone federal and applicable state and local income Tax Returns of the Company for any Pre-Closing Tax Period which shall be prepared in connection with any Seller Group Pre-Closing Tax Return (a "Company Pro Forma Return") at least thirty (30) days before filing the applicable Seller Group Pre-Closing Tax Return to which Company Pro Forma Return relates (or, if such Seller Group Pre-Closing Tax Return is due within thirty (30) days following the date of this Agreement, reasonably in advance of filing to allow Buyer sufficient time to review such Company Pro Forma Return). For the avoidance of doubt, Seller shall not be required to provide Buyer with any Seller Group Pre-Closing Tax Return or any portion thereof that includes information with respect to any member of the Seller Group other than the Company. Seller shall consider in good faith any reasonable comment with respect to such Company Pro Forma Return, provided that the Buyer submits to the Seller such comments at least ten (10) Business Days prior to the due date of any such Seller Group Pre-Closing Tax Return.

(c) Other Tax Returns. Other than the Tax Returns described in Section 6.10(b), Buyer shall cause the Company, at the Company's sole cost and expense, to prepare and timely file, or cause to be prepared and timely filed, all Tax Returns of or with respect to the Company, including, for the avoidance of doubt, all Tax Returns for any Straddle Period (a "Buyer Tax Return"). Buyer shall prepare all Buyer Tax Returns on a basis not inconsistent with (i) procedures, practices and accounting methods of the applicable entity in existence as of the date hereof, unless otherwise required by applicable Law at a "more likely than not" or higher level of confidence or explicitly in accordance with this Agreement or (ii) any pro forma stand-alone Tax Return provided to Buyer, in each case, unless otherwise required by applicable Law or in accordance with this Agreement. With respect to any such Buyer Tax Return that would (i) reasonably be expected to materially affect the Tax liability of Seller (or any Affiliate thereof) or (ii) affect any amount taken into account in the calculation or final determination of Closing Date Debt, Closing Date Net Working Capital, the Final Purchase Price or the Rollover PTO Amount, or give rise to an indemnification claim pursuant to Section 6.10(k), the Company shall deliver, at least thirty (30) days prior to the due date for the filing of such Buyer Tax Return (taking into account extensions) to Seller a copy of each such Buyer Tax Return. Seller shall have the right to review and make reasonable comments on such Buyer Tax Returns. Buyer shall consider in good faith Seller's comments (if any) regarding such Buyer Tax Returns, provided such comments are received by Buyer at least ten (10) days prior to the due date for filing.

(d) Straddle Periods. For purposes of this Agreement, in the case of any Straddle Period, the amount of any Taxes based on or measured by income, payments, receipts or payroll of the Company for the portion of the taxable period ending on the Closing Date shall be determined based on an interim closing of the books as of the close of business on the Closing Date, and the amount of other Taxes of the Company for a Straddle Period that relates to the portion of the taxable period ending on the Closing Date shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period. The Parties acknowledge and agree that any liability for Taxes arising from any action on the Closing Date following the Closing that is outside the Ordinary Course of Business shall be allocated to the Post-Closing Tax Period to the extent permitted by applicable Law.

(e) Transaction Tax Deductions. The Parties agree that (i) to the extent supportable under applicable Law at a "more likely than not" or higher level of comfort, all Transaction Tax Deductions shall be treated for U.S. federal and applicable state and local income Tax purposes as attributable to or arising in the applicable Pre-Closing Tax Period and shall be claimed or otherwise reflected on the applicable income Tax Return of the Company or applicable Seller Group Pre-Closing Tax Return, as the case may be, for the taxable period that includes such Pre-Closing Tax Period, and (ii) in furtherance of the foregoing, the safe-harbor election of Internal Revenue Service Revenue Procedure 2011-29 (or corresponding state or local election) shall be made on each applicable Tax Return for any "success-based fees" to the extent permitted by applicable Law. Seller shall have the sole authority to determine the manner in which Transaction Tax Deductions are reported on any Seller Group Pre-Closing Tax Return, subject to the standards set forth in this Section 6.10(e) and the procedures of Section 6.10(b).

(f) Tax Claims.

(i) If Buyer or its Affiliates receives notice of any Action with respect to Taxes (a “Tax Claim”) of or with respect to the Company for a Pre-Closing Tax Period (including the Pre-Closing Tax Period of a Straddle Period), Buyer shall promptly notify Seller in writing. If Seller or its Affiliates receive notice of a Tax Claim with respect to the Company for a Pre-Closing Tax Period (including the Pre-Closing Tax Period of a Straddle Period), Seller shall promptly notify Buyer in writing of such claim.

(ii) Seller and its Affiliates (but excluding, for the avoidance of doubt, the Company) shall have the exclusive right to control (at their expense) any Tax Claim with respect to any Seller Group Pre-Closing Tax Return (a “Seller Tax Claim”); *provided* that, (1) Seller shall control any such Seller Tax Claim diligently and in good faith, (2) Seller shall keep Buyer reasonably informed regarding the status of any such Seller Tax Claim, including providing copies of written communications in connection therewith, and (3) Buyer and its Affiliates shall have the right to participate, at their own expense and subject to customary confidentiality, non-disclosure and privilege protections, in any Seller Tax Claim solely to the extent such Seller Tax Claim relates specifically to the Company and would reasonably be expected to result in a material increase in Taxes payable by Buyer, the Company or any of their respective Affiliates in a Post-Closing Tax Period; *provided, however*, that (A) Buyer’s rights set forth in clause (2) above and right to participate as set forth in clause (3) above shall be limited to the portion of any such Seller Tax Claim which relates solely to the Company and (B) Seller shall not settle or compromise any such Seller Tax Claim to the extent such settlement or compromise relates specifically to the Company and would reasonably be expected to result in a material increase in the Tax liability of Buyer, the Company or any of their respective Affiliates without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned, or delayed). Notwithstanding anything to the contrary herein, Buyer shall not be entitled to receive any Seller Group Pre-Closing Tax Return or any Tax Return of any member of the Seller Group (other than the Company). Seller shall provide Buyer such information relating solely to the Company as is reasonably necessary for Buyer to exercise its participation rights pursuant to this Section 6.10(f)(ii), subject to customary confidentiality, non-disclosure and privilege protections.

(iii) Other than any Seller Tax Claim, Buyer and its Affiliates shall have the exclusive right to control (at their expense) any Tax Claim with respect to any Buyer Tax Return and any Tax Claim with respect to any Sales Taxes Liability (a “Buyer Tax Claim”); *provided* that, (A) Buyer shall control any such Buyer Tax Claim diligently and in good faith, (B) Buyer shall keep Seller reasonably informed regarding the status of any such Buyer Tax Claim, including providing copies of written communications in connection therewith, and (C) Seller and its Affiliates shall have the right to participate, at their own expense and subject to customary confidentiality, non-disclosure and privilege protections, in any Buyer Tax Claim, *provided, further* that Seller and its Affiliates’ right to participate in a Buyer Tax Claim shall be to the extent such Buyer Tax Claim would reasonably be expected to (x) result in a material increase in the Tax liability of Seller or any of its Affiliates or give rise to an indemnification claim for Indemnified Taxes pursuant to this Agreement or (y) affect any amount taken into account in the calculation or final determination of Closing Date Debt, Closing Date Net Working Capital, the Final Purchase Price or the Rollover PTO Amount; *provided, further*, that Buyer shall not settle or compromise any such Buyer Tax Claim to the extent such settlement or compromise would reasonably be expected to have an effect described in clause (x) or (y) above without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) Post-Closing Actions.

(i) Without the prior written consent of Seller (not to be unreasonably withheld, conditioned or delayed), Buyer will not, and will not permit any Affiliate of Buyer (including the Company) to, (i) file, amend, refile, revoke, supplement or otherwise modify any Tax Return of the Company with respect to any Pre-Closing Tax Period or any Seller Group Pre-Closing Tax Return, (ii) make, change or revoke any Tax election, accounting period, accounting method or practice of the Company with respect to any Pre-Closing Tax Period, (iii) seek or request any private letter ruling from the IRS or comparable written rulings or guidance issued by any Taxing Authority with respect to Taxes of the Company for any Pre-Closing Tax Period, (iv) agree to waive or extend the statute of limitations relating to any Taxes of the Company for any Pre-Closing Tax Period, (v) settle or compromise any Tax Claim with respect to any Pre-Closing Tax Period, (vi) enter into any “closing agreement” (as described in Section 7121 of the Code, or any corresponding or similar provision of state, local, or non-U.S. Law) or similar agreement with any Taxing Authority with respect to Taxes of the Company for a Pre-Closing Tax Period, (vii) take any action on the Closing Date after the Closing that is outside of the Ordinary Course of Business and not otherwise contemplated by this Agreement, or (viii) except as set forth in Section 6.10(g)(iii), initiate or participate in any voluntary disclosure program or agreement, Tax amnesty or similar procedure, or otherwise make any voluntary contact with any Governmental Body (a “VDA”) for the purpose of identifying, disclosing, resolving or compromising any actual or potential Tax liability of the Company for any Pre-Closing Tax Period, in each case, to the extent such action would reasonably be expected to (A) materially increase the Tax liability of Seller or its Affiliates pursuant to this Agreement or under applicable Law (or materially reduce any Tax refund, credit or other Tax asset of Seller or any of its Affiliates) or (B) affect any amount taken into account in the calculation or final determination of Closing Date Debt, Closing Date Net Working Capital, the Final Purchase Price or the Rollover PTO Amount.

(ii) Buyer shall not, and shall cause its Affiliates (including the Company) not to, take any action with respect to the Company subsequent to the Closing that would cause the transactions contemplated hereby to constitute part of a transaction that is the same as, or substantially similar to, the “Intermediary Transaction Tax Shelter” described in Internal Revenue Service Notice 2001-16, 2001-1 C.B. 730, and Internal Revenue Service Notice 2008-20 I.R.B. 2008-6 (January 17, 2008), and Internal Revenue Service Notice 2008-111 I.R.B. 1299 (December 1, 2008).

(iii) Notwithstanding anything to the contrary herein, Buyer and its Affiliates shall be entitled to take any action, including initiating or participating in any VDA, in each case, to the extent reasonably required to resolve or mitigate any Sales Taxes Liability; provided, however, that prior to taking any action with respect to any VDA, Buyer shall use good faith efforts to cooperate with Seller in determining the extent to which the applicable Sales Taxes Liabilities are actually due and payable under applicable Law and, to the extent any such liabilities are determined to be due and payable, whether any other reasonable method is available under applicable Law to resolve or mitigate such liabilities (including obtaining any available Tax clearance certificates, letters or equivalent written confirmations from the applicable Taxing Authority). The procedures and responsibilities set forth Section 6.10(f)(iii) shall apply, *mutatis mutandis*, to any VDA or other action taken by Buyer pursuant to this Section 6.10(g)(iii).

(h) Code Section 338 or Section 336 Election. Buyer shall not make and shall not permit any Affiliate to make any election under Section 338 or Section 336 of the Code (or any similar provision under state, local or non-U.S. Law) with respect to the acquisition of the Company Securities pursuant to this Agreement.

(i) Closing of Tax Period. The Parties shall, to the extent permitted or required under applicable Law, treat the Closing Date as the last day of the taxable period of the Company for all Tax purposes. Buyer shall cause the Company to join Buyer's "consolidated group" (as defined in Treasury Regulation Section 1.1502-1(h)) effective on the day after the Closing Date. The Parties agree that Buyer and its Affiliates and the Company (i) shall not make an election under Treasury Regulation Section 1.1502-76(b)(2)(ii)(D) to ratably allocate items (or any similar election to ratably allocate items under any corresponding provision of state, local or non-U.S. Tax Law) and (ii) shall not apply the "next day" rule of Treasury Regulation Section 1.1502-76(b)(1)(ii)(B) with respect to any of the Transaction Tax Deductions. The Parties agree to treat any gains, income, deductions, losses and other items realized by the Company for U.S. federal, state, local and foreign income tax purposes with respect to any transaction outside the ordinary course of business engaged in by the Company on the Closing Date, which occurs after the Closing at the direction of Buyer or its Affiliates (including, for the avoidance of doubt, any election made pursuant to Section 338(g) of the Code), but excluding any transaction contemplated by this Agreement.

(j) Cooperation. Following the Closing, each of Buyer and the Company, on one hand, and Seller shall cooperate with the other Party, and make available to the other Party during normal business hours, all books and records, information and employees retained and remaining in existence after the Closing that are necessary or useful in connection with the preparation of any Tax Returns of the Company and any Tax Claim, VDA or any other matter requiring any such books and records, information or employees for any reasonable business purpose. Following the Closing, each of Buyer and Seller shall, and Buyer shall cause the Company to, retain and provide to the other Party and its Affiliates upon their reasonable request all applicable Tax Returns, books and records, workpapers and other information attributable to taxable periods ending on or before the Closing Date for a period of at least seven (7) years following the Closing Date, *provided* that notwithstanding anything to the contrary, this Section 6.10(j) shall not require Seller to provide any Seller Group Pre-Closing Tax Return (excluding, for the avoidance of doubt, any Company Pro Forma Return).

(k) Special Tax Indemnity.

(i) Notwithstanding anything in this Agreement to the contrary, Gibraltar shall indemnify and hold harmless Buyer and its Affiliates from and against any and all Actual Losses incurred in connection with, arising out of, resulting from or incident to, (A) any Sales Taxes Liabilities, (B) any Seller Group Tax Liabilities (collectively, the “Indemnified Taxes”); *provided, however*, that Indemnified Taxes shall not include any amounts included as a liability in the calculation of Indebtedness or Net Working Capital or otherwise reflected in the Final Purchase Price, as finally determined, and (C) the Purported Tax Lien. For purposes of this Section 6.10(k), the term “Actual Losses” shall mean (1) the amount of such applicable Indemnified Taxes required to be paid by the Company or Buyer (and their respective Affiliates) to the applicable Taxing Authority pursuant to a final “determination” within the meaning of Section 1313(a) of the Code (or any corresponding or similar provision under state, local or non-U.S. Law) or any other final resolution of any VDA or Tax Claim in accordance with the terms of this Agreement and (2) all reasonable, out-of-pocket fees, costs and expenses incurred in connection with the resolution of such applicable Indemnified Taxes. The amount of any Actual Losses subject to indemnification under this Section 6.10(k)(i) shall be reduced by the Tax Benefit attributable to such Actual Losses.

(ii) The aggregate amount of all Actual Losses for which Gibraltar will be liable shall not exceed, with respect to Section 6.10(k)(i)(A), an amount equal to \$1,980,000 (after netting applicable Tax Benefits).

(iii) Payment in full of any amount due from Gibraltar under this Section 6.10(k) shall be made to Buyer in immediately available funds at least two (2) Business Days before the date payment of the Taxes to which such payment relates is due, or, if no Tax is payable, within ten (10) days after written demand is made for such payment; provided that, no later than ten (10) days before any payment is due from Gibraltar pursuant to this Section 6.10(k), Buyer shall provide Gibraltar with written notice specifying the amount of such payment and setting forth in reasonable detail the basis for, and calculation of, such amount.

(iv) Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 6.10(k) shall survive, in the case of any Sales Taxes Liabilities and the Purported Tax Lien, until the eighteen-month anniversary of the Closing Date and, with respect to any Seller Group Tax Liabilities for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus ninety (90) days.

(v) All indemnification payments made under this Section 6.10(k) shall be treated by the parties as an adjustment to Final Purchase Price for Tax purposes, unless otherwise required by Law.

(vi) For purposes of this Section 6.10(k), Buyer and its Affiliates shall be deemed to have an aggregate effective income Tax rate of ten percent (10%), and the “Tax Benefit” with respect or attributable to any Actual Losses or any other applicable amount shall be deemed to equal ten percent (10%) of such Actual Losses or other amount. For purposes of calculating such Tax Benefit, Buyer and its Affiliates shall be deemed to have fully realized and recognized such Tax Benefit in the taxable year in which the applicable Actual Losses or other applicable amounts are first incurred or paid, as applicable, without regard to whether any corresponding Tax deduction, credit or other Tax Benefit is actually available to, realized or recognized by the Company, Buyer or any of its Affiliates in such taxable year or any subsequent taxable year.

6.11 R&W Insurance Policy.

(a) Buyer shall not, and shall cause its Affiliates to not, amend the subrogation or third-party beneficiary provisions contained in the R&W Insurance Policy benefiting Seller or otherwise amend, modify or terminate the R&W Insurance Policy in a manner materially adverse to the rights of Seller, any Seller Related Person, their respective Affiliates, and/or any of their respective Representatives in accordance with Section 5.11(a)(i) without the prior written consent of Seller, including by granting any right of subrogation, contribution or other similar right. Buyer agrees to pay 100% of the R&W Premium and Underwriting Costs. Buyer acknowledges and agrees that the effectiveness of the R&W Insurance Policy is not a condition to the Closing, and Buyer shall remain obligated, subject only to the satisfaction or waiver of the conditions set forth in ARTICLE 7, to consummate the Transaction. In addition, Buyer acknowledges and agrees that obtaining the R&W Insurance Policy shall not in any way impede or delay the Closing. Prior to or at the Closing, Buyer shall promptly deliver to Seller a copy of the R&W Insurance Policy upon it becoming conditionally bound and upon it being bound and issued.

(b) Buyer acknowledges and agrees that the R&W Insurance Policy obtained by Buyer, whether or not Losses are covered and payable under the R&W Insurance Policy, shall, except in the case of Fraud with respect to the Express Representations and specific performance in accordance with Section 10.1, be the sole and exclusive remedy of Buyer and Buyer Related Persons (including, from and after the Closing, the Company), in Law, equity or otherwise, arising out of, or related to any inaccuracy or breach of any representation or warranty by Seller or the Company contained in this Agreement or in any Transaction Document.

6.12 Release of Guarantees.

(a) Prior to the Closing, Seller and Buyer shall cooperate and shall use their respective commercially reasonable efforts to, effective as of the Closing, on terms reasonably acceptable to Buyer and Seller: (i) terminate or cause to be terminated, or, if required for the continued operation of the Company post-Closing in the Ordinary Course of Business, cause Buyer or one of its Affiliates to be substituted in all respects for Seller and any of its Affiliates (other than the Company) (each, a "Guarantee Released Party") in respect of all Liabilities of each of the Guarantee Released Party under each guarantee, deposit, letter of credit or commitment of payment of or relating to Liabilities (including under any indemnity agreement with respect to the Surety Bonds, any other Contract or other personal property lease) of the Company, including those set forth on Schedule 6.12(a)(i) (the "Guarantees"); and (ii) cause Buyer or one of its Affiliates to have surety bonds (and any necessary collateral, indemnity or other agreements associated therewith), or other security acceptable to the applicable obligee, issued on behalf of Buyer or one of its Affiliates in replacement of all surety bonds (and all collateral, indemnity and other agreements associated therewith) issued on behalf of the Guarantee Released Parties for the benefit of the Company that is required for the continued operation of the Company in the Ordinary Course of Business, including those set forth on Schedule 6.12(a)(ii) (the "Surety Bonds"). In the case of the failure to do so by the Closing, then following Closing, Seller and Buyer shall continue to cooperate and use their respective commercially reasonable efforts as described in the preceding sentence.

(b) Buyer shall (i) indemnify the Guarantee Released Parties from and against any and all Losses arising from such Guarantees and Surety Bonds as a result of an activity that occurred from or after the Closing that is not attributable to a breach occurring prior to the Closing, and (ii) not permit the Company or its Affiliates to (1) renew or extend the term of, (2) amend or waive any provision of, (3) increase its obligations under, or (4) transfer to another third party any Contract, letter of credit, real property lease or other Liability for which any Guarantee Released Party is or would be liable under such Guarantee or Surety Bond.

(c) To the extent that any Guarantee Released Party has performance obligations under any such Guarantee or Surety Bond related to the period from and after the Closing, Buyer shall use commercially reasonable efforts to (i) fully perform or cause to be fully performed such obligations on behalf of such Guarantee Released Party or (ii) otherwise take such action as reasonably requested by Seller so as to place such Guarantee Released Party in the same position as if Buyer (and not such Guarantee Released Party) had performed or was performing such obligations. For the avoidance of doubt, Buyer or its Affiliates shall, if required by the applicable obligee, post a letter of credit, cash deposit or otherwise provide appropriate assurances in replacement of any existing letters of credit, cash deposits or other assurances acceptable to the applicable obligee in amounts and on terms as may be required by the applicable obligee but in no event greater than the existing amount of any such letter of credit, cash deposit or assurance to effectuate the foregoing with respect to the Guarantees.

6.13 Resignations. The Company shall use commercially reasonable efforts to obtain the written resignations of each director (or each person holding a similar position) of the Company in their capacity as a director (or similar position) that is reasonably requested by Buyer at least three (3) Business Days prior to the Closing Date, effective as of and conditioned upon the Closing.

6.14 Insurance Matters.

(a) As used in this Section 6.14, (i) “Claims-Made Policies” means the “claims-made” policies of Gibraltar set forth on Schedule 6.14(a)(i) providing coverage grants to the Company with respect to the matters specified in such policies, other than the Cyber Policy (as defined below), and (ii) “Cyber Policy” means the “claims-made” policy of Gibraltar set forth on Schedule 6.14(a)(ii) providing a coverage grant to the Company with respect to cyber matters as specified in such policy.

(b) Within three (3) Business Days of the date hereof, Gibraltar will cause its insurance broker to request from its applicable existing insurance carriers to the extent not already requested: (i) affirmative endorsements for divested entity treatment for continued insurance coverage for the Company for any Claims-Made Policies (“Endorsements”), (ii) quotations for run-off policies for any Claims-Made Policies (“Run-Off Policies”), in the case of clause (i) and (ii) of this clause (b), with the same insurance terms and coverages as apply for the benefit of the Company on the date hereof and for a period of three years after the Closing Date, and (iii) a waiver of the change of control of the Company under the Cyber Policy and add the Company as an additional named insured under the Cyber Policy (“CIC Waiver”) during the period in which Buyer is receiving IT services under the TSA. Gibraltar will use its commercially reasonable efforts to respond to any reasonable requests or questions from its insurance broker and insurance carriers so that the requests under clauses (i), (ii) and (iii) can be reviewed by the applicable insurance carriers and keep the Buyer reasonably updated and reasonably consult with Buyer with respect to the results of its requests under clauses (i), (ii) and (iii) above and, if applicable and requested by Buyer, reasonably follow up with its broker to pursue commercially available insurance options in the event that (x) either or both the Endorsements and the Run-Off Policies are received by Gibraltar before Closing, then Buyer shall have the option to direct Gibraltar to use its commercially reasonable efforts to obtain either

the Endorsements or the Run-Off Policies so received by Gibraltar, or (y) the CIC Waiver is received by Gibraltar before Closing, then Buyer shall have the option to direct Gibraltar to request that the insurer execute the CIC Waiver so received by Gibraltar. Buyer will promptly reimburse Gibraltar for the premium of such Endorsements or Run-Off Policies and the premium and expense of such CIC Waiver.

(c) In the event that Gibraltar does not receive either Endorsements or Run-Off Policies for a Claims-Made Policy during the Pre-Closing Period, then for the period beginning on the date of this Agreement and ending on the third anniversary of the Closing Date (the “Continuation Period”), (i) Gibraltar shall use its commercially reasonable efforts to maintain (including through renewal) such Claims-Made Policy or Claims-Made Policies, as applicable, on substantially the same insurance terms and coverages as apply for the benefit of the Company as of the date hereof to the extent such terms and coverages are commercially available in the marketplace to Gibraltar from its insurers; and (ii) Gibraltar agrees to not amend, terminate, replace, cancel, fail to pay any premium required to maintain or permit such to lapse, any such Claims-Made Policy or Claims-Made Policies, as applicable, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however*, in each case of clause (i) or (ii) above, that (A) Gibraltar shall not be required to change its insurance carriers for any replacement or renewals of the Claims-Made Policies, (B) Buyer acknowledges that availability, terms and conditions, scope and effective date and issuance of any replacement or renewal of the Claims-Made Policies are subject to the discretion, approval and administrative process of the applicable insurers, and therefore, there can be no assurance that replacement or renewals of the Claims-Made Policies will be commercially available to Gibraltar from its insurers on substantially the same terms as exist as of the date hereof, and (C) in the ordinary course of business Gibraltar may, without Buyer’s consent, amend, change or modify its deductibles/retentions and other terms of its insurance policies, so long as (i) such changes and modifications do not materially and adversely affect the Company in a manner that is disproportionate as compared to Gibraltar’s insured subsidiaries, and (ii) subject to clause (B) above, Gibraltar shall not request the removal of the Company from coverage under the Claims-Made Policies during the Continuation Period. After the Closing, the Continuation Period shall automatically terminate early upon any change of control of the Company, or upon any sale or disposition of all or substantially all of the equity interests of the Company, to a third party unaffiliated with Buyer. During the Continuation Period, Gibraltar shall notify the Company of any material changes in the terms of coverage referenced in this clause (c).

(d) For the period beginning on the date of this Agreement and ending upon the termination of IT services under the TSA (the “Cyber Period”), (i) Gibraltar shall use its commercially reasonable efforts to maintain (including through renewal) the Cyber Policy on substantially the same insurance terms and coverages as apply for the benefit of the Company as of the date hereof to the extent such terms and coverages are commercially available in the marketplace to Gibraltar from its insurer; and (ii) Gibraltar agrees to not amend, terminate, replace, cancel, fail to pay any premium required to maintain or permit such to lapse, the Cyber Policy, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however*, in each case of clause (i) or (ii) above, that (A) Gibraltar shall not be required to change its insurance carriers for any replacement or renewals of the Cyber Policy, (B) Buyer acknowledges that availability, terms and conditions, scope and effective date and issuance of any replacement or renewal of the Cyber Policy is subject to the discretion, approval and administrative process of the applicable insurers, and therefore, there can be no assurance that replacement or renewals of the Cyber Policy will be commercially available to Gibraltar from its insurer on substantially the same terms as exist as of the date hereof, and (C) subject to clause (B), Gibraltar may not, without Buyer’s consent, amend, change or modify its deductibles/retentions and other terms of the Cyber Policy and subject to clause (B) above, Gibraltar shall not request the removal of the Company from

coverage under the Cyber Policy during the Cyber Period. After the Closing, the Cyber Period shall automatically terminate early upon any change of control of the Company, or upon any sale or disposition of all or substantially all of the equity interests of the Company, to a third party unaffiliated with Buyer. During the Cyber Period, Gibraltar shall notify the Company of any material changes in the terms of coverage referenced in this Section 6.14(d).

(e) Notwithstanding anything to the contrary contained in this Agreement, after the Closing, Buyer and the Company shall be solely responsible for, and shall pay (or reimburse Gibraltar and its Affiliates, as applicable) for any and all Liabilities arising out of or relating to any claim under the Claims-Made Policies and Cyber Policy made after the Closing by Buyer or its Affiliates, including: (i) all deductibles, self-insured retentions, co-insurance amounts, retrospective premiums, premium adjustments and other amounts payable or borne by any insured in connection with such claim (as are evidenced by confirmation by the applicable underwriter as relating solely to such claim), (ii) all costs and expenses of investigating, preparing, submitting, pursuing, administering, defending, disputing, litigating, arbitrating, appealing, settling or otherwise enforcing such claim or obtaining coverage or payment thereunder, including attorneys' fees, consultants' fees and other professional fees and expenses, (iii) any amounts not covered, paid or reimbursed by the applicable insurer, including as a result of any denial of coverage, coverage limitation, exclusion, reservation of rights, exhaustion of limits or insurer insolvency, and (iv) any other reasonable out-of-pocket costs, expenses or liabilities incurred by Gibraltar or any of its Affiliates in connection with such claim.

(f) After the Closing, each Party shall reasonably cooperate with the other Party, at its sole cost and expense, in pursuing any claim after the Closing under the Claims-Made Policies and Cyber Policy with respect to the Company. Unless otherwise agreed in writing by Gibraltar and Buyer, each Party shall have sole control over its respective claim and all selection of counsel, communications, negotiations, proceedings and settlements with insurers under the Claims-Made Policies and the Cyber Policy with respect to its claims after the Closing, *provided, however*, (i) with respect to any claim that potentially exposes both Parties to potential liability or adverse consequences, each Party shall reasonably cooperate and consult with the other Party and its legal counsel and permit such Party and its legal counsel to reasonably participate in such claim, settlement or compromise thereof at such Party's cost and expense, and (iii) that neither Party will make any admission of liability on behalf of the other Party or its Affiliates or which otherwise exposes the other Party or its Affiliates to potential liability or settle or compromise any claim that imposes or purports to impose an obligation or liability on the other Party, in each case without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) Except to the extent expressly set forth in Section 6.14(b), Section 6.14(c) and Section 6.14(d), Gibraltar shall have no obligation to (i) obtain any bespoke, manuscript, specially negotiated or non-standard endorsement or insurance coverage, (ii) solicit quotations or coverage from, or otherwise approach, any insurer, reinsurer, broker or other insurance market participant other than the existing insurers of Gibraltar and Gibraltar's existing insurance broker, (iii) amend or otherwise modify any existing insurance policy or obtain any new or additional insurance policy or coverage, or (iv) incur any out-of-pocket cost or expense in connection with the foregoing.

(h) Neither Gibraltar nor its Affiliates represents or warrants that any renewal or replacement for the Claims-Made Policies under Section 6.14(c) and Cyber Policy under Section 6.14(d) will be available, issued or cover the same terms that exist as of the date hereof.

ARTICLE 7

CONDITIONS TO CLOSING

7.1 Mutual Conditions. The respective obligation of each Party to consummate the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any or all of which may be waived in writing by a Party in whole or in part to the extent permitted by applicable Law):

(a) No Injunctions or Legal Prohibitions. (i) No temporary restraining order, preliminary or permanent injunction or other Order issued by a court of competent jurisdiction which prevents the consummation of the Transaction shall have been issued and remain in effect, and (ii) no Law shall have been enacted or promulgated by any Governmental Body after the date of this Agreement which prevents, or makes illegal, the consummation of the Transaction and remains in effect.

(b) HSR Filing. The waiting period, together with any extensions thereof, applicable to the Transaction under the HSR Act and any agreement with a Governmental Antitrust Entity not to consummate the Transaction entered into in accordance with Section 6.3(c)(iii), shall have expired or been terminated.

7.2 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any or all of which may be waived in writing by Buyer in whole or in part to the extent permitted by applicable Law):

(a) (i) the Fundamental Representations shall be true and correct, in all material respects, as of the date of this Agreement and as of the Closing Date as if made on and as of the Closing Date (except to the extent such Fundamental Representations relate to an earlier date, in which case such Fundamental Representations shall be true and correct, in all material respects, on and as of such date), and without giving effect to any "materiality", "material adverse effect", "Company Material Adverse Effect", "in any material respect" or similar exception, qualifier or words of similar import set forth therein; and (ii) all other representations and warranties of Seller and the Company that are not Fundamental Representations set forth in ARTICLE 3 or in ARTICLE 4, as applicable, shall be true and correct, in all material respects, as of the date of this Agreement and as of the Closing Date as if made on and as of the Closing Date (except to the extent such representations and warranties relate to an earlier date, in which case such representations and warranties shall be true and correct, in all material respects, on and as of such date), and without giving effect to any "materiality", "material adverse effect", "Company Material Adverse Effect", "in any material respect" or similar exception, qualifier or words of similar import set forth therein (except that the word "material" in the defined term "Material Contracts" shall not be disregarded for any of such purposes); except, in the case of clause (ii),

where the failure to be true and correct, in all material respects, as of such date would not have a Company Material Adverse Effect;

(b) each of Seller and the Company shall have performed in all material respects all covenants required by this Agreement to be performed by Seller or the Company, as applicable, at or prior to the Closing;

(c) From the date of this Agreement, no Company Material Adverse Effect shall have occurred and be continuing; and

(d) Seller and the Company shall have delivered to Buyer a certificate, dated the Closing Date and signed by an officer of Seller and the Company, as applicable, as to the satisfaction of the conditions set forth in Section 7.2(a), Section 7.2(b) and Section 7.2(c) with respect to Seller and the Company.

If the Closing occurs, all closing conditions set forth in this Section 7.2 that have not been fully satisfied as of the Closing will be deemed to have been waived by Buyer.

7.3 Conditions Precedent to Obligations of Seller and the Company. The obligations of Seller and the Company to consummate the Closing are subject to the satisfaction, at or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller and the Company in whole or in part to the extent permitted by applicable Law):

(a) all representations and warranties of Buyer set forth in ARTICLE 5 and all representations and warranties of Guarantor in Section 10.15(f) shall be true and correct, in all material respects, as of the date of this Agreement and as of the Closing Date as if made on and as of the Closing Date (except to the extent such representations and warranties relate to an earlier date, in which case such representations and warranties shall be true and correct, in all material respects, on and as of such date), and without giving effect to any “materiality”, “material adverse effect”, “in any material respect” or similar exception, qualifier or words of similar import set forth therein;

(b) each of Buyer and Guarantor shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by Buyer and Guarantor, as applicable, at or prior to the Closing Date;

(c) Buyer shall have delivered to Seller and the Company a certificate, dated the Closing Date and signed by a senior executive officer of Buyer, as to the satisfaction of the conditions set forth in Section 7.3(a) and Section 7.3(b); and

(d) the guaranty in Section 10.15 shall remain in full force and effect, and Guarantor shall have delivered to Seller a certificate, dated the Closing Date and signed by an authorized officer of Guarantor, as to the satisfaction of the conditions set forth in Section 7.3(a), Section 7.3(b) and Section 7.3(d).

If the Closing occurs, all closing conditions set forth in this Section 7.3 that have not been fully satisfied as of the Closing will be deemed to have been waived by Seller and the Company; *provided, however*, that neither the occurrence of the Closing nor waiver of this condition shall, by itself, waive or release any obligation of Guarantor under Section 10.15.

7.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in Section 7.2 or Section 7.3, as the case may be, to be satisfied if such failure was primarily or principally caused by such Party's breach of any covenant or agreement of this Agreement, including failure to use its commercially reasonable efforts or other required efforts specified herein to cause the Closing to occur.

ARTICLE 8 TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated and the Transaction may be abandoned at any time prior to the Closing only as follows and in no other manner:

(a) by either Seller or Buyer, at any time after 5 p.m. New York City time on January 31, 2027 (such date, as may be extended pursuant to this Section 8.1(a), the "Outside Date") if the Closing shall not have occurred on or prior to such time on such date; *provided* that notwithstanding the foregoing, if, as of the then-current Outside Date, all of the conditions set forth in ARTICLE 7 have been satisfied or waived other than the condition set forth in Section 7.1(a) (only to the extent such failure to satisfy relates to Competition Laws) or Section 7.1(b) and those conditions that by their terms cannot be satisfied until the Closing, but subject to such conditions being capable of being satisfied at the Closing, then the Outside Date shall automatically extend for an additional thirty (30) days to the extent necessary to satisfy the conditions set forth in Section 7.1(a) (only to the extent such failure to satisfy relates to Competition Laws) or Section 7.1(b), and may be so extended on no more than five (5) successive occasions, for an aggregate extension not to extend in any event the Outside Date beyond June 30, 2027; *provided, however*, that the right to terminate this Agreement under this Section 8.1(a) shall not be available to any Party at any time during which such Party is in material breach of this Agreement such that the conditions set forth in ARTICLE 7, as applicable, could not be satisfied, unless such Party's breach was primarily or principally caused by Seller's or the Company's (in the case of Buyer) or Buyer's (in the case of Seller or the Company) breach of any of the covenants or agreements contained in this Agreement;

(b) by mutual written consent of Buyer and Seller;

(c) by Buyer, upon a material breach of any covenant or agreement set forth in this Agreement on the part of Seller or the Company, or if any representation or warranty of Seller or the Company hereunder shall be or become untrue, in any case such that the conditions set forth in Section 7.1 or Section 7.2 would not be satisfied (any such breach or occurrence, a “Terminating Seller Breach”); *provided, however*, that, Buyer may terminate this Agreement under this Section 8.1(c) only if such Terminating Seller Breach has not been cured by Seller or the Company prior to the earlier of (i) thirty (30) days after receipt by Seller of written notice from Buyer of such Terminating Seller Breach and (ii) one (1) Business Day prior to the Outside Date; and provided, further, that the right to terminate this Agreement under this Section 8.1(c) shall not be available to Buyer at any time during which Buyer and/or Guarantor is in material breach of this Agreement such that the conditions set forth in Section 7.3, could not be satisfied, unless such breach was primarily or principally caused by Seller’s or the Company’s breach of any of the covenants or agreements contained in this Agreement;

(d) by Seller, upon a material breach of any covenant or agreement set forth in this Agreement on the part of Buyer or Guarantor, or if any representation or warranty of Buyer or Guarantor hereunder shall be or become untrue, in any case such that the conditions set forth in Section 7.1 or Section 7.3 would not be satisfied (any such breach or occurrence, a “Terminating Buyer Breach”); *provided, however*, that Seller may terminate this Agreement under this Section 8.1(d) only if such Terminating Buyer Breach has not been cured by Buyer or Guarantor, as applicable, prior to the earlier of (i) thirty (30) days after receipt by Buyer of written notice from Seller of such Terminating Buyer Breach and (ii) one (1) Business Day prior to the Outside Date; *provided, further*, that the right to terminate this Agreement under this Section 8.1(d) shall not be available to Seller at any time during which Seller is in material breach of this Agreement such that the conditions set forth in Section 7.2, could not be satisfied, unless such breach was primarily or principally caused by Buyer’s breach of any of the covenants or agreements contained in this Agreement; or

(e) by either Seller or Buyer, if any Governmental Body shall have issued an Order or taken any other action enjoining or otherwise prohibiting the Transaction and such Order shall have become final and non-appealable; unless the failure to consummate the Transaction because of such Order shall be primarily or principally due to the failure of Buyer or Guarantor, if Buyer is seeking to terminate this Agreement pursuant to this Section 8.1(e), or of Seller or the Company, if Seller is seeking to terminate this Agreement pursuant to this Section 8.1(e), to have fulfilled any of its obligations under this Agreement.

8.2 Procedure Upon Termination. The Party desiring to terminate this Agreement pursuant to any of clauses (a), (c), (d) or (e) of Section 8.1 shall give written notice of such termination to the other Party in accordance with Section 10.8 specifying the provision or provisions hereof pursuant to which such termination is effected.

8.3 Effect of Termination.

(a) Except as set forth in Section 4.29, Section 6.5, Section 6.8, this ARTICLE 8, and ARTICLE 10, and each of the defined terms necessary to give effect to the foregoing provisions, which provisions shall survive termination of this Agreement, in the event that this Agreement is validly terminated in accordance with Section 8.1, then (i) this Agreement shall thereafter become void and have no effect, (ii) the Transaction shall be abandoned and (iii) each of the Parties shall be relieved of its duties, obligations and covenants arising under this Agreement after the date and time of such termination and such termination shall be without liability to Seller or the Company, on the one hand, or Buyer on the other, as applicable; *provided, however*, that no such termination shall relieve any Party from any liability for (A) Willful Breach of any of its representations, warranties, covenants or agreements contained in this Agreement prior to termination or (B) Fraud by a Party prior to termination.

(b) Nothing in this Section 8.3 shall be construed to discharge or relieve Seller, Buyer or any other party to the Confidentiality Agreement of its duties, obligations or covenants thereunder.

ARTICLE 9 ADDITIONAL COVENANTS

9.1 No Survival. The representations, warranties, covenants, and agreements contained in this Agreement or in any Transaction Document will terminate effective as of the Closing and not survive the Closing for any purpose (it being the Parties' intention to contractually shorten any applicable statutes of limitation), such that no claim for breach of any such representation, warranty, covenant, or agreement, detrimental reliance, or other right or remedy (whether in contract, in tort or at law or in equity) may be brought after the Closing with respect thereto, and there will be no liability in respect thereof, whether such liability has accrued prior to or after the Closing, except for (a) those covenants and agreements of Buyer to make all of the payments contemplated to be made at or prior to the Closing and (b) those covenants and agreements contained in ARTICLE 6, ARTICLE 10, and any other provisions of this Agreement that by their terms apply or are to be performed in whole or in part after the Closing, which, unless otherwise indicated, will survive the Closing in accordance with their terms, or if no time period is specified, indefinitely until fully performed or satisfied (it being the Parties' intention to contractually lengthen any applicable statutes of limitation). Notwithstanding anything to the contrary in this Agreement (including ARTICLE 3 and ARTICLE 4), none of the statements or other items or anything else in ARTICLE 3 and ARTICLE 4 will constitute or be deemed to be a covenant, obligation or agreement, and all statements, items and anything else in ARTICLE 3 and ARTICLE 4 will constitute and will be deemed to be only representations and warranties. Notwithstanding anything to the contrary in this Section 9.1, Section 10.15, including Guarantor's representations, warranties, covenants and agreements therein, shall survive the Closing as provided in Section 10.15(e), without extending the survival of any underlying obligation of Buyer beyond its terms.

9.2 Exclusive Remedy. From and after the date hereof until the Closing, Buyer's and the other Buyer Related Persons' sole and exclusive remedy, whether in any individual, corporate or any other capacity, with respect to any and all claims relating (directly or indirectly) to the subject matter of this Agreement, the negotiation, execution or performance of this Agreement, any Exhibit or Disclosure Schedules or other Schedule hereto, or any Transaction Document entered into, made, delivered, or made available in connection herewith or therewith, or as a result of any of the transactions contemplated hereby or thereby, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise, will be solely against Parties to this Agreement pursuant to the provisions of ARTICLE 8 or Section 10.1 in accordance with the terms hereof. From and after the Closing, Buyer's and the other Buyer Related Persons' sole and exclusive remedy, whether in any individual, corporate or any other capacity, with respect to any and all claims relating (directly or indirectly) to the subject matter of this Agreement or the transactions contemplated hereby or otherwise with respect to ownership or operation of the Company at or prior to the Closing, regardless of the legal theory under which such liability or obligation may be sought to be imposed (whether sounding in contract or tort, or whether at law or in equity, on public policy grounds, under, or based upon, any federal, state, local or foreign statute, law (including common law), ordinance, rule or regulation or otherwise (including under any Environmental Law), securities laws and any other right, whether arising at law or in equity, to seek indemnification, contribution, cost recovery, damages or any other recourse or remedy, including as may arise under common law) for conspiracy, aiding or abetting or other similar claim (including with respect to a claim permitted against a Party) or otherwise, will be solely and exclusively (a) against a Party for breach of any agreement or covenant by such Party herein surviving the Closing to the extent provided in Section 9.1 or (b) for claims for Fraud by any

Party against another Party to this Agreement that committed such Fraud (together, the “Retained Claims”). In furtherance of the foregoing, Buyer hereby, on its own behalf and on behalf of the other Buyer Related Persons, irrevocably waives and releases and covenants not to sue to the fullest extent permitted under applicable Law, Seller Related Persons, whether in any individual, corporate or any other capacity, from and against any and all other rights, claims and causes of action it may have against any Seller Related Persons relating (directly or indirectly) to the subject matter of this Agreement, the negotiation, execution or performance of this Agreement, any Exhibit or Disclosure Schedules or other Schedule hereto, or any Transaction Document entered into, made, delivered, or made available in connection herewith or therewith, or as a result of any of the transactions contemplated hereby or thereby or the ownership or operation of the Company prior to the Closing, including whether arising under or based upon any law or otherwise and including any rights to rescission of the transactions contemplated hereby and including any rights of contribution, indemnification, reimbursement or other similar rights, other than the Retained Claims. The Parties agree that the limits imposed on Buyer’s and the other Buyer Related Persons’ remedies with respect to this Agreement and the transactions contemplated hereby (including this Section 9.2) were specifically bargained for between sophisticated parties and were specifically taken into account in the determination of the amounts to be paid to Seller hereunder. Buyer, on its own behalf and on behalf of the other Buyer Related Persons, acknowledges and agrees that no Buyer Related Persons may avoid any limitation on liability set forth herein (including in Section 9.2) by (i) seeking damages for breach of contract, tort, or pursuant to any other theory of liability or asserting any claim against any Seller Related Person for conspiracy, aiding or abetting or other theory of liability with respect to a claim that may be asserted against a Party to this Agreement, all of which are hereby irrevocably waived or (ii) asserting or threatening any claim against any Person that is not a party (or a successor to a party) for breaches of the representations, warranties, covenants, or agreements contained in this Agreement.

9.3 Release. Effective as of the Closing, Buyer, on behalf of itself and on behalf of all Buyer Related Persons, agrees (and, from and after the Closing, will cause the Company to agree) that Seller, each Seller Related Person and (as applicable), their respective Affiliates, heirs, executors, administrators, trustees, successors and assigns (collectively, the “Releasees”) will have no liability or responsibility to any Buyer Related Person for (and Buyer hereby unconditionally, irrevocably and forever releases and discharges, on behalf of itself and on behalf of all Buyer Related Persons (and from and after the Closing will cause the Company to unconditionally, irrevocably and forever release and discharge) such Seller Related Persons from) any and all Losses of any kind or character whatsoever, known or unknown, matured or contingent, suspected or unsuspected, in contract or tort, direct or indirect, at law or in equity or otherwise (collectively, the “Released Claims”) that any Buyer Related Person ever had, now has or ever may have or claim to have against any Releasee(s) (a) arising out of, or relating to, the organization, ownership, management or operation of the businesses of the Company relating to any matter, occurrence, action or activity on or prior to the Closing Date; (b) relating to this Agreement or any other Transaction Document and the transactions contemplated hereby or thereby or arising out of or due to any inaccuracy or breach of any representation or warranty or the breach of any covenant, undertaking or other agreement contained in this Agreement, the Exhibits or the Disclosure Schedules or in any Transaction Document other than the covenants or agreements in this Agreement and the other Transaction Documents that by their terms are required to be performed or complied with in whole or in part after the Closing, which covenants and agreements will survive the Closing in accordance with their respective terms and Section 9.1; (c) relating to any information (whether written or oral), documents or materials furnished by or on behalf of any Seller Related Persons (including the Company prior to the Closing); or (d) otherwise relating to any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing; *provided* that nothing in this Section 9.3 will release any claim for Seller’s Fraud. Buyer, on behalf of itself and on behalf of all Buyer Related Persons, hereby expressly waives all rights afforded by any statute that limits the effect

of a release with respect to unknown claims. Buyer, on behalf of itself and on behalf of all Buyer Related Persons, hereby confirms that it understands the significance of this release of unknown claims and waiver of statutory protection against a release of unknown claims, and acknowledge and agree that this waiver is an essential and material term of this Agreement. Each Releasee is expressly intended as a third-party beneficiary of this Section 9.3. Buyer irrevocably covenants to refrain from, directly or indirectly, asserting any claims or commencing, instituting or causing to be commenced, any action of any kind based upon a Released Claim. Notwithstanding the foregoing, nothing herein constitutes a waiver or release by Buyer of: (i) claims or rights arising under this Agreement or any Transaction Documents, and (ii) any claims that cannot be waived under applicable Law.

BUYER, ON BEHALF OF ITSELF AND THE OTHER BUYER RELATED PERSONS (INCLUDING THE COMPANY AFTER THE CLOSING), EXPRESSLY AND IRREVOCABLY WAIVES ALL RIGHTS AFFORDED BY ANY STATUTE WHICH LIMITS THE EFFECT OF A RELEASE WITH RESPECT TO UNKNOWN CLAIMS, INCLUDING CALIFORNIA CIVIL CODE SECTION 1542 AND ANY OTHER SIMILAR STATUTES. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

9.4 Post-Closing Performance. Buyer knowingly, willingly, irrevocably and expressly acknowledges and agrees, on its own behalf and on behalf of Buyer and each Buyer Related Person, that the agreements contained in this ARTICLE 9 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for twenty (20) years and will not be subject to any of the survival or exclusive remedy provisions of this ARTICLE 9, and (b) are an integral part of the transactions contemplated by this Agreement and that, without the agreements set forth in this ARTICLE 9, Seller and the Company would not enter into this Agreement.

9.5 **NO LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER ACKNOWLEDGES AND AGREES, ON BEHALF OF ITSELF AND EACH BUYER RELATED PERSON, THAT NEITHER SELLER, ANY SELLER RELATED PERSON NOR ANY OTHER PERSON WILL HAVE ANY DIRECT OR INDIRECT LIABILITY (DERIVATIVELY OR OTHERWISE) WITH RESPECT TO ANY INACCURACY IN OR BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY SELLER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE TRANSACTION DOCUMENTS, AND THAT NO CLAIM BY BUYER OR ANY BUYER RELATED PERSON WILL BE ASSERTED AGAINST SELLER OR ANY SELLER RELATED PERSON WITH RESPECT THERETO. IN FURTHERANCE OF THE FOREGOING, BUYER (ON BEHALF OF ITSELF AND EACH BUYER RELATED PERSON) (1) ACKNOWLEDGES AND AGREES THAT THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AND THE BUYER RELATED PERSONS WITH RESPECT TO ANY CLAIMS FOR ANY INACCURACY IN OR BREACH OF ANY REPRESENTATION AND WARRANTY MADE BY SELLER WILL BE SATISFIED SOLELY FROM THE R&W INSURANCE POLICY AND (2) RELEASES, WAIVES AND FOREVER DISCHARGES SELLER AND THE SELLER RELATED PERSONS FROM ALL LIABILITIES IN CONNECTION WITH A BREACH OF SUCH REPRESENTATIONS AND WARRANTIES BY SELLER.

ARTICLE 10 MISCELLANEOUS

10.1 **Specific Performance.** The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement or any Transaction Document are not performed in accordance with their specific terms or are otherwise breached, including if the Parties fail to take any action required of them hereunder to consummate this Agreement or any Transaction Document. It is accordingly agreed that, in addition to any other applicable remedies at law or equity, the Parties and the third-party beneficiaries of this Agreement shall be entitled to an injunction or injunctions, without proof of damages, to prevent breaches of this Agreement or any Transaction Document and to enforce specifically the terms and provisions of this Agreement and any Transaction Document. If Seller or, prior to the Closing, the Company brings any Action to enforce specifically the performance of the terms and provisions hereof by any other party and the Outside Date has not yet passed, the Outside Date (notwithstanding the termination provisions of Section 8.1) shall automatically be extended by the greater of (x) the amount of time during which such Action is pending, plus twenty (20) Business Days and (y) such other time period established by the Governmental Body presiding over such Action. Each Party agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) the other Party has an adequate remedy at law or (b) an award of specific performance is not an appropriate remedy for any reason at law or in equity. In no event shall the exercise of a Party's right to seek specific performance pursuant to this Section 10.1 reduce, restrict or otherwise limit such Party's right to terminate this Agreement pursuant to Section 8.1 or pursue all applicable remedies at law, including seeking money damages. The Parties hereby agree that Guarantor is a Party for purposes of this Section 10.1. Each of the Parties hereby waives (y) any defenses in any Action for specific performance, including the defense that a remedy at law would be adequate and (z) any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief.

10.2 Expenses. Except as otherwise expressly provided in this Agreement, Seller, on the one hand, and Buyer, on the other hand, will each pay all of its own expenses, costs and fees (including legal and other professional fees and costs) incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby (whether the transactions contemplated by this Agreement are consummated or not). In the event any Action is commenced or threatened by any Person to enforce its rights pursuant to this Agreement against any other Person, all fees, costs and expenses, including reasonable attorneys' fees and court costs, incurred by the prevailing party in connection with such Action shall be reimbursed by the non-prevailing party in such Action; *provided* that, if a party in such Action prevails in part, and loses in part, the court or other adjudicator presiding over such Action shall award a reimbursement of the fees, costs and expenses incurred by such party on an equitable basis.

10.3 Governing Law. This Agreement and the Transaction Documents and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the Transaction Documents or the negotiation, execution or performance of this Agreement or the Transaction Documents (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or the Transaction Documents), shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without giving effect to the conflict of Laws principles thereof that might require the application of the Laws of another jurisdiction. The Parties hereby agree that Guarantor is a Party for purposes of this Section 10.3.

10.4 Jurisdiction; Consent to Service of Process. All Actions (whether in contract or tort) based upon, arising out of or relating to this Agreement and the Transaction Documents or the negotiation, execution or performance of this Agreement and the Transaction Documents (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement and the Transaction Documents) shall be heard and determined exclusively by the Court of Chancery of the State of Delaware and any State of Delaware appellate court therefrom or, to the extent the Court of Chancery of the State of Delaware does not have subject matter jurisdiction or declines to accept personal jurisdiction over any Party, any state or federal court within the State of Delaware and any appellate court therefrom. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action, and any judgment of such courts may be enforced in any other jurisdictions by suit on the judgment or by any other manner provided by Law. Without limiting any other method of service of process in accordance with applicable Law, the Parties consent and agree to service of process for purposes of this Agreement by way of notice of any Action given pursuant to Section 10.8 to the fullest extent permitted by applicable Law. The consents to jurisdiction set forth in this Section 10.4 shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this Section 10.4 and shall not be deemed to confer rights on any Person other than the Parties. The Parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by applicable Law. The Parties hereby agree that Guarantor is a Party for purposes of this Section 10.4.

10.5 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER OR RELATE TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF CLAIM, SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.5. THE PARTIES HEREBY AGREE THAT GUARANTOR IS A PARTY FOR PURPOSES OF THIS SECTION 10.5.

10.6 Entire Agreement. This Agreement (including the Disclosure Schedules and exhibits hereto), the Transaction Documents and the Confidentiality Agreement represent the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, arrangements, Contracts, discussions, negotiations, undertakings and understandings (whether written or oral and including any letter of intent or other similar preliminary documents) between the Parties with respect to such subject matter (other than the Confidentiality Agreement). The Parties have voluntarily agreed to define their rights, liabilities and obligations with respect to the Transaction exclusively in contract pursuant to the express terms and provisions of this Agreement, the Transaction Documents and any other executed agreement entered into by the Parties in connection with the transactions contemplated hereby, and the Parties expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Agreement, the Transaction Documents, and any other executed agreement entered into by the Parties in connection with the transactions contemplated hereby. Furthermore, each Party hereby acknowledges that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations, and all Parties specifically acknowledge that no Party has any special relationship with another Party that would justify any expectation beyond that of an ordinary buyer and an ordinary seller in an arm's-length transaction. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement (including any representations and warranties set forth herein, made in connection herewith or as an inducement to enter into this Agreement) or any claim or cause of action otherwise arising out of or related to the Transaction shall be those remedies available at law or in equity for breach of contract against the Parties to this Agreement only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and the Parties hereby agree that no Party shall have any remedies or causes of action (whether in contract, tort or otherwise) for any statements, communications, disclosures, failures to disclose, or representations or warranties not explicitly set forth in this Agreement. The Parties agree that the representations and warranties contained herein are for contractual risk allocation purposes only.

10.7 Amendments and Waivers. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.8 Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement must be in writing and will be deemed to have been duly given: (a) on the day of delivery, if delivered by hand; (b) on the day of delivery, if sent by electronic mail (with confirmation of receipt) at or prior to 5:00 p.m. Eastern Time on a Business Day; (c) on the first Business Day following delivery, if sent by electronic mail on a day that is not a Business Day or after 5:00 p.m. Eastern Time on a Business Day; (d) on the first Business Day following deposit with a nationally recognized overnight delivery service; or (e) upon the earlier of actual receipt and the fifth Business Day following first class mailing, with first class, postage prepaid, in each case at the following addresses (or to such other address or e-mail address as a Party may have specified by notice given to the other Party pursuant to this Section 10.8):

If to Seller and, prior to the Closing, the Company, and Gibraltar, for purposes of Sections 6.10(k), 6.14 and 10.15, to:

The D.S. Brown Company
c/o Gibraltar Industries, Inc.
3556 Lake Shore Road, P.O. Box 2028
Buffalo, NY 14219
Attention: Katie Bolanowski, General Counsel

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

Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606
Attention: Christian W. Fabian; Ursha P. Magajne
Email: CFabian@polsinelli.com; UMagajne@polsinelli.com

If to Buyer, Guarantor, and, from and after the Closing, the Company, to:

c/o Saint-Gobain Corporation
20 Moores Road
Malvern, PA 19355
Attn: La-Toya P. Hackney, Senior Vice President, General Counsel & Secretary

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

Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Suite 4400
Miami, FL 33131
Attn: Jaret Davis, Esq.; LaQuenta Rudison, Esq.
Email: davisj@gtlaw.com; rudisonl@gtlaw.com

10.9 Severability. Whenever possible, each provision of this Agreement and each other Transaction Document will be interpreted in such manner as to be effective and valid under applicable Law, but in case any one or more of the provisions contained in this Agreement or other Transaction Document is, for any reason, held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement or other Transaction Document, as applicable, which will otherwise remain in full force and effect. Upon any such determination that any provision of this Agreement or other Transaction Document is invalid, illegal or unenforceable, the Parties will negotiate in good faith to modify this Agreement or other Transaction Document, as applicable, by replacing the invalid, illegal or unenforceable provisions with legal, valid and enforceable provisions the effect of which comes as close as practicable to the original intent of the Parties in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

10.10 Binding Effect; Third-Party Beneficiaries; Assignment. The terms of this Agreement and the other Transaction Documents executed by a Party will be binding upon, inure to the benefit of and be enforceable by and against such Party and its successors and permitted assigns. Except as otherwise expressly provided in this Agreement or another Transaction Document, this Agreement and the other Transaction Documents are for the exclusive benefit of the Parties and (as applicable) their respective legal representatives, heirs, executors, administrators, trustees, successors and permitted assigns, and nothing in this Agreement or such other Transaction Document, express or implied, is intended to confer upon any other Person any rights or remedies under or by reason of this Agreement or such other Transaction Document; *provided that*, notwithstanding the foregoing: (a) the provisions of Section 6.6 are intended for the benefit of, and will be enforceable by, the D&O Indemnitees, and the provisions of Section 6.14 are intended for the benefit of, and will be enforceable by, Buyer and the Company after the Closing; (b) the provisions of Section 6.11 and Section 6.12 are intended for the benefit

of, and will be enforceable by, Seller, Seller Related Persons, their respective Affiliates, and each of their respective Representatives; (c) the provisions of Section 9.3 are intended for the benefit of, and will be enforceable by, Releasees; (d) the provisions of Section 10.12 are intended for the benefit of, and will be enforceable by, the Non-Party Affiliates; (e) the provisions of Section 10.13 are intended for the benefit of, and will be enforceable by, Polsinelli; (f) notwithstanding anything to the contrary contained herein, the provisions of this Agreement that would benefit or protect a Seller Related Person if such Seller Related Person were a party hereto are intended for the benefit of such Seller Related Person, but only enforceable by Seller and its Affiliates on behalf of such Seller Related Person; and (g) the provisions of Section 10.15 are intended for the benefit of, and will be enforceable by, Gibraltar and its successors and permitted assigns as expressly provided therein. No Party may assign, directly or indirectly (by operation of law or otherwise), any of its rights or obligations under this Agreement or another Transaction Document to any other Person without the prior written consent of the other Party to this Agreement or the other parties to such other Transaction Documents, as applicable, and any such attempted or purported assignment will be null and void; *provided, however*, that Buyer may, without consent, assign all or part of its rights under this Agreement or other Transaction Document to one or more of its Affiliates or to any of their financing sources for collateral purposes, which assignment will not relieve Buyer of any of its obligations under this Agreement or such other Transaction Document.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile, by electronic mail in “portable document format” (“.pdf”) form, or any other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other Parties.

10.12 Non-Recourse. All claims or causes of action (whether in contract or in tort, in law or in equity) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), may be made only against the entities that are expressly identified as Parties. No Person who is not a named Party to this Agreement, including any director, manager, officer, employee, incorporator, organizer, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any named Party to this Agreement (“Non-Party Affiliates”), shall have any Liability (whether in contract or in tort, in law or in equity, or based upon any theory that seeks to impose Liability of an entity party against its owners or Affiliates) for any Liabilities arising under, in connection with or related to this Agreement or for any claim based on, in respect of, or by reason of this Agreement or its negotiation or execution; and each Party waives and releases all such Liabilities and claims against any such Non-Party Affiliates. Notwithstanding the foregoing, nothing in this Section 10.12 limits or releases Guarantor’s express obligations under Section 10.15 or the rights of Seller or Gibraltar to enforce those obligations. Except solely to that extent, the protections of this Section 10.12 remain unchanged. Gibraltar is a Party solely for the limited purposes of the provisions set forth in Sections 6.10(k) and 6.14 hereunder.

10.13 Provision With Respect to Legal Representation. Buyer hereby agrees, on its own behalf and on behalf of the Company and each of their stockholders, members, partners, directors, managers, officers, employees and Affiliates, and each of their successors and assigns (all such parties, the “Waiving Parties”), that Polsinelli PC (“Polsinelli”) (or any of their respective successors) may represent Seller Related Persons, in each case in connection with any Actions or obligation arising out of or relating to this Agreement, the Transaction Documents or the transactions contemplated hereby or thereby notwithstanding its representation (or any continued representation) of the Company, and Buyer on behalf of itself and the Waiving Parties hereby consents thereto and irrevocably waives (and will not assert) any actual or potential conflict of interest or any objection arising therefrom or relating thereto. Buyer acknowledges that the foregoing provision applies whether or not Polsinelli provides legal services to the Company after the Closing Date. Buyer, for itself and the Waiving Parties, hereby irrevocably acknowledges and agrees that all communications between the Company and Seller Related Persons and its counsel, including Polsinelli, made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or proceeding arising out of or relating to, this Agreement, the Transaction Documents or the transactions contemplated hereby or thereby, or any matter relating to any of the foregoing, are privileged communications (the “Privileged Communications”) and that ownership of privilege with respect thereto does not pass to the Company notwithstanding the consummation of the transactions contemplated by this Agreement, and instead remain with and are controlled by Seller Related Persons; *provided* that nothing contained herein shall be deemed to be a waiver by Buyer or any of its Affiliates (including, after the Closing, the Company and its Affiliates) of any applicable privileges or protections that can or may be asserted to prevent disclosure of any such communications to any third party. Buyer, together with any of its respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the Privileged Communications, whether located in the records or email servers of the Company or otherwise, in any Action against or involving any of the Parties after the Closing to the extent such Privileged Communications would be subject to a privilege or protection if they were being requested in a proceeding by an unrelated third party; and Buyer agrees not to assert that the privilege has been waived as to the Privileged Communication that may be located in the records or email server of the Company. The Parties hereby agree that nothing herein is intended or should be construed as a waiver of any privileges or protections that can or may be asserted to prevent disclosure of any Privileged Communications to any third party.

10.14 Disclosure Schedules. The Disclosure Schedules have been arranged, for purposes of convenience only, as separately titled Schedules corresponding to the Sections of this Agreement. For purposes of the representations and warranties of Seller contained herein, disclosure in any Schedule of the Disclosure Schedules, or any subsection thereof, of any facts or circumstances shall be deemed to be adequate response and disclosure of such facts or circumstances with respect to all representations or warranties by Seller calling for disclosure of such information, if it is reasonably apparent on the face of a disclosure item that another disclosure section is also applicable. The disclosure of any matter or item in any Schedule of the Disclosure Schedules shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed. The inclusion of any matter, information or item in any Schedule of the Disclosure Schedules, or any subsection thereof, shall not be deemed to constitute an admission of any Liability by Seller to any third party or otherwise imply that any such matter, information or item is material or creates a measure for materiality for the purposes of this Agreement.

10.15 Guaranteed Obligations.

(a) Guaranty. As a material inducement to Seller to enter into this Agreement, and in consideration of the benefits that Guarantor will receive from the Transaction, Guarantor irrevocably, absolutely and unconditionally guarantees to Seller the full and timely payment and performance of all obligations of Buyer under this Agreement and the other Buyer Documents, including (i) to consummate the Closing and pay the amounts required to be paid at Closing pursuant to this Agreement and (ii) causing Buyer and its Affiliates (including Guarantor) to perform the covenants contained in Section 6.3 (collectively, the “Guaranteed Obligations”). The Guaranteed Obligations include the payment of any post-Closing purchase price adjustment and include Guarantor performing, and Guarantor causing its Affiliates (including Buyer) to, perform the covenants contained in Section 6.3. This guaranty is a guaranty of payment and performance, not merely of collection, and is effective upon execution and delivery of this Agreement by the Parties hereto and is not conditioned upon the Closing or the availability or receipt of financing. This Section 10.15, solely with respect to the Guaranteed Obligations, applies to Buyer’s obligations under this Agreement (including Guarantor, and Guarantor causing its Affiliates (including Buyer), to perform the obligations under Section 6.3) and the other Buyer Documents on the same basis as it applies to obligations under this Agreement, subject to the applicable conditions, defenses, limitations and survival provisions under the Buyer Documents, as applicable, other than defenses expressly waived under this Section 10.15. No termination of this Agreement shall, by itself, discharge any obligation guaranteed hereunder that remains outstanding under this Agreement or any other Buyer Document.

(b) Direct Enforcement. Subject to Section 10.15(d), Guarantor guarantees the payment and performance of the Guaranteed Obligations. If Buyer fails to pay or perform a Guaranteed Obligation when due, Guarantor shall immediately pay, cause the payment of, perform or cause the performance of that Guaranteed Obligation in accordance with this Agreement and the other Buyer Documents, as applicable. Seller may proceed directly against Guarantor without first demanding payment from, commencing an Action against, obtaining a judgment against, or exhausting any remedy against Buyer or any other Person or any security. Without limiting the foregoing, Guarantor shall provide or cause to be provided to Buyer the funds necessary to satisfy the Guaranteed Obligations when due. No Person shall receive duplicative recovery of the same obligation.

(c) Waivers; Continuing Liability. Subject to Section 10.15(d), Guarantor’s obligations under this Section 10.15 shall not be released or impaired by (i) any amendment of this Agreement or any other Buyer Document made in accordance with its applicable terms; (ii) extension of time, waiver or forbearance; (iii) permitted assignment; (iv) change in Buyer’s ownership, structure or existence; (v) insolvency, bankruptcy, reorganization or similar proceeding affecting Buyer; (vi) lack of power or authority of Buyer or resulting unenforceability of an obligation against Buyer; or (vii) failure to obtain, preserve or enforce any remedy or security. Guarantor consents in advance to those matters and, to the fullest extent permitted by applicable Law, waives defenses arising from them, defenses arising solely from its status as a guarantor or surety, presentment, demand, protest, notice of acceptance of this guaranty and notice of default. These waivers do not dispense with any notice to Buyer expressly required under this Agreement or any other Buyer Document, as applicable, for an underlying Guaranteed Obligation to become due or enforceable.

(d) Underlying Terms and Defenses. Except for the defenses expressly waived in this Section 10.15, Guarantor may assert any defense to payment or performance available to Buyer under the express terms of this Agreement or any other Buyer Document, as applicable, including the failure of a condition to Buyer's obligation to consummate the Closing or a valid termination of this Agreement. Except for those waivers and Guarantor's independent obligations under this Section 10.15, this guaranty does not increase the amount or scope of Buyer's obligations, alter the conditions to the Closing or eliminate any contractual limitation applicable to the underlying Guaranteed Obligations. An amendment, waiver or release that validly reduces or extinguishes an underlying Guaranteed Obligation correspondingly reduces or extinguishes the obligation guaranteed hereunder, subject to Section 10.15(e).

(e) Survival; Reinstatement; Subrogation. Notwithstanding ARTICLE 8, ARTICLE 9 or any other provision of this Agreement, this Section 10.15, including Guarantor's representations, warranties and covenants herein, survives the Closing and any termination of this Agreement and shall automatically terminate with no further action required on the part of any party once all Guaranteed Obligations have been fully paid, performed or otherwise discharged in accordance with their terms. Following a valid termination of this Agreement or any other Buyer Document, as applicable, the Guaranteed Obligations arising under the terminated Agreement or any other Buyer Document, as applicable, include only obligations and liabilities of Buyer that survive that termination; and the termination of this Agreement or any other Buyer Document, as applicable, shall not, by itself, discharge any Guaranteed Obligation arising under this Agreement or any other Buyer Document. This Section 10.15 does not revive any underlying claim against Buyer that does not survive the Closing under ARTICLE 9. If any payment in respect of a Guaranteed Obligation is rescinded, recovered or required to be returned, this guaranty shall, to the fullest extent permitted by applicable Law, be reinstated to the extent of that payment as though it had not been made, notwithstanding any prior discharge of this guaranty. Until all Guaranteed Obligations have been fully paid, performed or otherwise discharged, Guarantor shall not exercise any right of subrogation, contribution, reimbursement or indemnification against Buyer arising from this guaranty.

(f) Guarantor's Representations and Undertakings. Guarantor represents and warrants to Seller, as of the date hereof, that: (i) it is duly organized and validly existing and in good standing under the Laws of its jurisdiction of organization; (ii) is Buyer's indirect parent entity and will receive material benefits from the Transaction; (iii) has all requisite power and authority necessary to execute, deliver and perform this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement, in each case to the extent applicable to Guarantor, and to consummate the Transaction; (iv) has obtained all necessary corporate approvals, including any required board authorization and delegation, and all other consents necessary for this guaranty; (v) has duly executed and delivered this Agreement and any other agreement, document, instrument or certificate contemplated by this Agreement applicable to Guarantor, each of which constitutes legal, valid and binding obligation of Guarantor, enforceable against Guarantor, to the extent applicable to it, in accordance with its and their terms, subject to the Enforceability Exceptions; (vi) the execution, delivery and performance of Guarantor with the Agreement or any other agreement, document, instrument or certificate applicable to it do not conflict with its Organizational Documents, any Contract to which it is a party, or any applicable Law or Order; and (vii) it is solvent as of the date hereof and will be solvent immediately after giving effect to the Transaction.

(g) Enforcement and Other Provisions. Seller, Gibraltar and their respective successors and permitted assigns may each enforce this Section 10.15 directly. Sections 10.1 through 10.11 and ARTICLE 11 apply to this Section 10.15 and its enforcement, with Guarantor treated as a Party for those purposes. Enforcement costs shall be allocated under Section 10.2. No non-recourse provision of this Agreement limits Guarantor's express liability under this Section 10.15. Guarantor also agrees to be bound by the waivers, releases and limitations applicable to Buyer Related Persons under this Agreement, but acquires no independent right to terminate this Agreement or exercise Buyer's rights under it. No assignment of Buyer's rights or obligations under this Agreement or any other Buyer Document, whether or not permitted, releases Guarantor. Guarantor may not assign its obligations under this Section 10.15 without Seller's and Gibraltar's prior written consent.

(h) Service of Process. Guarantor irrevocably appoints Buyer, at its U.S. address specified in Section 10.8, as its agent to receive service of process in any Action relating to this Section 10.15 in the courts specified in Section 10.4, and Buyer accepts that appointment. Service on Buyer constitutes effective service on Guarantor to the fullest extent permitted by applicable Law. Buyer shall promptly forward any process received to Guarantor, but failure to do so will not invalidate service. Guarantor shall maintain that appointment or a replacement U.S. agent acceptable to Seller while any obligation under this Section 10.15 remains outstanding and shall promptly notify Seller of any replacement and its address. Nothing herein limits any other lawful method of service.

(i) Amendments; Attribution of Breach. In addition to any other consent required under this Agreement, no amendment or waiver of this Section 10.15 or release of Guarantor hereunder is effective without the written consent of Seller and Guarantor. Subject to the preceding sentence, Guarantor's separate signature or consent is not required for an amendment or waiver of any other provision of this Agreement or any provision of any other Buyer Document made in accordance with its terms, to which Guarantor consents as provided in Section 10.15(c).

ARTICLE 11 DEFINITIONS

11.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 11.1:

"Accounting Firm" has the meaning set forth in Section 2.3(c)(iii).

"Accounting Methodology" has the meaning set forth in Exhibit B.

"Action" means any action, claim, complaint, petition, suit, hearing, litigation, investigation, audit, examination, arbitration or similar proceeding, whether civil or criminal, at law or in equity.

“Active Government Contract” means a Government Contract for which the period of the Company’s performance thereunder has not yet expired involving aggregate payments in excess of \$150,000.

“Actual Losses” has the meaning set forth in Section 6.10(k)(i).

“Adjustment Time” means as of 12:01 a.m. Eastern Time on the Closing Date.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Affiliated Group” means any affiliated, consolidated, combined, unitary or similar group filing a consolidated Tax Return.

“Agreement” has the meaning set forth in the Preamble.

“Air Permits” means, collectively, Permit No. P0131395, EU ID P002; Permit No. 0131525, EU ID K001; and P0137464, EU ID K002, each issued to the Company by the Ohio Environmental Protection Agency.

“Anticorruption Laws” has the meaning set forth in Section 4.25(a).

“Applicable Product Requirements” means, with respect to any Product, all applicable material: (a) contractual and Governmental Body specifications and testing, inspection, quality control and remediation requirements, (b) plans, drawings and engineering specifications, (c) certifications and industry standards including, as applicable, ASTM, AASHTO, ANSI, ASME and other applicable industry standards and (d) Product Approval.

“Base Amount” has the meaning set forth in Section 1.2(a).

“Broker” means Moelis & Company LLC.

“Business” has the meaning set forth in the Recitals.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the State of Delaware.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Documents” has the meaning set forth in Section 5.2.

“Buyer Plans” has the meaning set forth in Section 6.9(d).

“Buyer Related Persons” means, collectively, (a) Buyer, Guarantor, and their respective Affiliates (including the Company after the Closing), (b) any former or current equityholders, managers, general or limited partners of any Person named in clause (a), and (c) any former or current Representatives, Affiliates, successors and assignees of any of the foregoing.

“Buyer 401(k) Plan” has the meaning set forth in Section 6.9(b).

“Buyer Tax Claim” has the meaning set forth in Section 6.10(f)(iii).

“Buyer Tax Return” has the meaning set forth in Section 6.10(c).

“Buyer Transaction Expenses” means the aggregate amounts of the following, in each case, to the extent they have not been paid as of the Adjustment Time: (a) the R&W Premium and Underwriting Costs, and (b) all filing fees arising from filings and submissions under the HSR Act or other applicable Competition Laws.

“Cash” means, as of any relevant determination time and without duplication, the sum of: (a) the aggregate amount of cash, cash equivalents, investments and marketable securities of the Company in each case convertible into cash within thirty (30) days, *minus* (b) the amount of outstanding checks, money orders, drafts and wire transfers of the Company, but only to the extent there is a corresponding reduction in accounts payable included in Closing Date Net Working Capital as finally determined under this Agreement, *plus* (c) the aggregate amount of all checks, money orders and other wire transfers and drafts deposited or available for deposit for the account of the Company but only to the extent there is a corresponding reduction in accounts receivables included in Closing Date Net Working Capital as finally determined under this Agreement, in each case, determined as of the Adjustment Time, without giving effect to the consummation of the transactions contemplated by this Agreement.

“CIC Waiver” has the meaning set forth in Section 6.14(b)(iii).

“CISA” has the meaning set forth in Section 4.15(l).

“Claims-Made Policy” has the meaning set forth in Section 6.14(a).

“Closing” has the meaning set forth in Section 2.1.

“Closing Date” has the meaning set forth in Section 2.1.

“Closing Date Cash” means Cash as of the Adjustment Time.

“Closing Date Debt” means the Indebtedness of the Company as of the Adjustment Time.

“Closing Date Net Working Capital” means Net Working Capital as of the Adjustment Time.

“Closing Date Net Working Capital Adjustment” means the amount, which may be a positive or negative number or zero, equal to (i) the Closing Date Net Working Capital, *minus* (ii) the Target Net Working Capital.

“Closing Date Company Transaction Expenses” means Company Transaction Expenses as of the Adjustment Time.

“COBRA” refers to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collective Bargaining Agreement” means any collective bargaining agreement, works council agreement, labor union contract or trade union agreement.

“Company” has the meaning set forth in the Preamble.

“Company Benefit Plans” means all employee welfare benefit plans (as defined in Section 3(1) of ERISA), employee pension benefit plans (as defined in Section 3(2) of ERISA) (each, as determined without regard to whether such plan is subject to ERISA), and all other bonus, equity or equity-based compensation, stock purchase, benefit, profit sharing, savings, retirement, severance pay, salary continuation for disability, hospitalization, medical insurance, life insurance, educational, employee assistance, incentive, employment, individual consulting, deferred compensation, change in control, termination, retention or severance plans or agreements and other similar material employee benefit plans or programs, in each case sponsored, maintained or contributed to, or required to be contributed to, by the Company for the benefit of any Employees or individual service providers or with respect to which the Company may otherwise have any liability, including with respect to an ERISA Affiliate.

“Company Documents” has the meaning set forth in Section 4.2.

“Company Insurance Policies” has the meaning set forth in Section 4.24.

“Company Intellectual Property” has the meaning set forth in Section 4.13(a).

“Company Material Adverse Effect” means any event, fact, occurrence, development, effect or change that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on the business, results of operations, assets or financial condition of the Company, taken as a whole, but excluding any such event, fact, occurrence, development, effect or change resulting from, individually or in the aggregate, (a) the execution of this Agreement or the announcement thereof, the pendency of the Transaction contemplated by this Agreement, the identity of Buyer or any of its Affiliates (including, in each case, the impact thereof on relationships, contractual or otherwise, with, or any action taken by, any customers, suppliers, vendors, distributors, sales agents, business partners, service providers, employees or Governmental Bodies) (excluding, in each case, any representation or warranty that addresses the consequences of the execution, delivery or performance of this Agreement or the other Transaction Documents or the consummation of the Transaction), (b) the announcement or other disclosure of Buyer’s or any of its Affiliates’ plans or intentions with respect to the conduct of the business (or any portion thereof) of the Company, (c) changes in global or United States or foreign national, regional or local economic, financial, commodity, regulatory, social, political, market or industry conditions or events, including any actual or potential, complete or partial, sequester, stoppage, shutdown, default or similar event or occurrence by or involving any Governmental Body, (d) changes in the credit, debt, financial or capital markets or changes in interest or exchange rates or monetary policy, in each case, in the United States or elsewhere in the world, including, in each case, those arising from or related to stoppages or shutdowns of any Governmental Body, epidemics, pandemics or disease outbreaks or any escalation or material worsening of any such stoppages or shutdowns, pandemics, epidemics or disease outbreaks, existing on the date of this Agreement, (e) changes in Laws or

changes in GAAP or the authoritative interpretation of any of the foregoing, (f) disasters, calamities, hurricanes, tropical storms, tropical depressions, earthquakes, floods, natural disasters or acts of God, (g) military conflict, riots, sabotage, declared or undeclared war or hostilities or any escalation or worsening of any of the foregoing, (h) terrorism of any kind (including any cyber-terrorism or any cyber-attack), (i) any epidemic, pandemic or disease outbreak or any worsening thereof, (j) any failure by the Company in and of itself to meet any internal, published or other projections, forecasts, estimates, expectations, budgets or financial analyses for the Company, including projections, forecasts, estimates or financial analyses prepared for, by or on behalf of Buyer or any of its Affiliates (*provided, however*, that any event, fact, occurrence, development, effect or change that caused such failure to meet projections, forecasts, estimates or financial analyses shall not be excluded under this clause (j)); (k) any change in the Company's credit rating (*provided, however*, that any event, fact, occurrence, development, effect or change that caused such change shall not be excluded under this clause (k)); (l) any action expressly required or contemplated by the terms of this Agreement or specifically approved, consented to or requested in writing by Buyer; (m) any failure that is cured by the Company prior to the Closing; or (n) any matter disclosed on the Disclosure Schedules; *provided, however*, that any adverse event, fact, occurrence, development, effect or change resulting from the matters described in clauses (c), (d), and (f) through (i) above may be taken into account in determining whether there has been a Company Material Adverse Effect to the extent that they have a materially disproportionate effect on the Company, taken as a whole relative to similarly situated businesses in the industries in which the Company operates (in which case only such incremental materially disproportionate effect may be taken into account in determining whether there has been a Company Material Adverse Effect).

"Company Pro Forma Return" has the meaning set forth in Section 6.10(b).

"Company Securities" has the meaning set forth in the Recitals.

"Company Transaction Expenses" means, as of any relevant determination time and without duplication, the aggregate amount of any fees, costs and expenses incurred or to be incurred or subject to reimbursement by the Company prior to the Closing, whether accrued for or not, in each case in connection with or triggered by the transactions contemplated by this Agreement and not paid as of the Adjustment Time, including (a) all fees and disbursements of attorneys, investment bankers, accountants and other professional advisors, which, in each case, have been incurred by the Company pursuant to arrangement made by the Company or Seller on behalf of the Company in connection with the preparation, execution and consummation of this Agreement but have not been paid as of the Adjustment Time, (b) any sale, severance, retention, change of control, stay or similar bonuses, or payments payable to current Employees and individual service providers as a result of or in connection with the consummation of the transactions contemplated by this Agreement, *plus* the employer portion of any resulting payroll, employment, social security, Medicare, and unemployment Taxes with respect to any such bonuses or payments and (c) all brokers and finder's fees which have been incurred by the Company as a result of arrangements made by the Company or Seller or its Affiliates on behalf of the Company in connection with the transactions contemplated by this Agreement but have not been paid as of the Adjustment Time; *provided, however*, that "Company Transaction Expenses" shall not include (i) any fees or expenses of Buyer or its advisors or arranged by Buyer or its advisors, including any financing fees or expenses initiated at the request of Buyer or any of its Affiliates or incurred by or on behalf of Buyer or any of its Affiliates, whether related to their respective financing activities, the transactions contemplated by this Agreement or otherwise, (ii) any amounts reflected in Indebtedness or Net Working Capital, (iii) the R&W Premium and Underwriting Costs, (iv) any costs or expenses arising from filings and submissions under the HSR Act or other applicable Competition Laws, all of which are costs and

expenses to be paid and borne solely by Buyer, and (v) fees, expenses, or other obligations incurred at or after the Closing.

“Competition Laws” means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other federal, state, local or non-United States statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade.

“Confidentiality Agreement” means that certain Confidentiality Agreement, dated May 19, 2026, by and between Gibraltar and Compagnie de Saint-Gobain S.A.

“Continuation Period” has the meaning set forth in Section 6.14(c).

“Continuing Employees” has the meaning set forth in Section 6.9(a)(i).

“Contract” means, with respect to a particular Person, any written or oral agreement, contract, indenture, Lease, instrument, arrangement or commitment, in each case, that is legally binding on such Person and includes any amendments and modifications thereto.

“Current Event” means any of the following, whether existing on the date of this Agreement or arising thereafter, together with any continuation, recurrence, escalation, worsening or material consequence thereof and any Law, Order or other action taken by a Governmental Body in response thereto: (a) any epidemic, pandemic, disease outbreak or other public health emergency and the associated impacts on or changes in economic, market, industry, political or social conditions related thereto affecting the industries in which the Company and/or the Business operates; (b) any war, armed hostilities, military action, invasion, terrorism, civil unrest or other geopolitical conflict, including the conflicts involving Russia and Ukraine, United States and Iran, Israel and Hamas or other participants in the Middle East, and the resulting impacts of those hostilities, (c) any material shortage of, or material delay or disruption in the supply chain or transportation of, raw materials, components, energy or utilities that is general to the industries in which the Company and/or the Business operates, and that is not attributable to (i) any breach or default by the Company under any Contract (including any failure to pay amounts when due or to maintain any required credit support), or (ii) the financial condition, insolvency, bankruptcy or performance failure by the Company or any of its Affiliates, (d) any industry-wide or region-wide labor shortage, work stoppage or strike, in each case not involving any employee or independent contractor of the Company and not arising out of any breach or default by the Company, and (e) the imposition, implementation, or increase of tariffs, duties, or trade restrictions (including retaliatory measures) by the United States, China, Russia, Iran, or any other country or any escalation or de-escalation of trade disputes, trade wars, or similar conflicts between or among countries.

“Current Government Bid” means, as of an applicable date, any Government Bid with an estimated value of \$150,000 or more that has been submitted to and remains outstanding with a Governmental Body.

“Cyber Period” has the meaning set forth in Section 6.14(d).

“Cyber Policy” has the meaning set forth in Section 6.14(a).

“D&O Claim” has the meaning set forth in Section 6.6(c).

“D&O Indemnites” has the meaning set forth in Section 6.6(a).

“Disclosure Schedules” has the meaning set forth in ARTICLE 3.

“Divestiture” has the meaning set forth in Section 6.3(c)(i).

“Domestic Content Requirements” has the meaning set forth in Section 4.15(k).

“DPA” has the meaning set forth in Section 4.19(c).

“Email Compromise Incident” means a phishing-related compromise which was limited to a single Employee’s Microsoft email account and discovered on or about October 7, 2026.

“Employees” means all individuals who are employed by the Company as of the applicable time (including those who are actively employed and are on leave, disability or other absence from employment).

“Employment Agreement” means each management, employment, termination, severance, consulting, change in control, relocation, repatriation, expatriation, or similar Contract between the Company and any Employee, consultant, contractor or advisor, other than at-will offer letters for which the Company has no material liability or obligation beyond payment of compensation and benefits during the term of service.

“Encumbrance” means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, transfer restriction or any other agreement, document or instrument which creates rights in property on behalf of any Person other than the owner of the property.

“Endorsements” has the meaning set forth in Section 6.14(b)(i).

“Enforceability Exceptions” has the meaning set forth in Section 3.2.

“Environmental Law” means any applicable Law or Order in existence and in effect as of the date hereof relating to pollution, the protection of the environment, public or worker health and safety (with respect to exposures to Hazardous Materials), or otherwise relating to the emission, discharge, Release, threatened Release, manufacture, processing, registration, distribution, sale, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

“Environmental Permit” means any permit, clearance, consent, waiver, or other documentation required to be held or obtained by the Company under or pursuant to any Environmental Laws.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any trade or business (whether or not incorporated) or Person under common control with the Company or any of its Subsidiaries within the meaning of Section 4001(b)(1) of ERISA or Section 414 of the Code.

“Estimated Closing Date Cash” has the meaning set forth in Section 2.3(a)(i).

“Estimated Closing Date Debt” has the meaning set forth in Section 2.3(a)(i).

“Estimated Closing Date Net Working Capital” has the meaning set forth in Section 2.3(a)(i).

“Estimated Closing Date Net Working Capital Adjustment” means an amount, which may be a positive or negative number or zero, equal to (i) the Estimated Closing Date Net Working Capital, *minus*, (ii) the Target Net Working Capital.

“Estimated Closing Statement” has the meaning set forth in Section 2.3(a)(i).

“Estimated Company Transaction Expenses” has the meaning set forth in Section 2.3(a)(i).

“Estimated Purchase Price” has the meaning in Section 1.2(a).

“Estimated Rollover PTO Amount” has the meaning set forth in Section 2.3(a)(i).

“Excluded Benefits” has the meaning set forth in Section 6.9(a)(ii).

“Express Representations” has the meaning set forth in Section 4.29.

“FAR” has the meaning set forth in Section 4.15(g).

“Final Closing Statement” has the meaning set forth in Section 2.3(c)(v).

“Final Purchase Price” means (a) the Base Amount, *minus* (b) the Closing Date Debt, *plus* (c) the Closing Date Cash, *plus* (d) the Closing Date Net Working Capital Adjustment, *minus* (e) the Closing Date Company Transaction Expenses, *plus* (f) the Rollover PTO Amount, each as reflected in the Final Closing Statement.

“Financial Statements” has the meaning set forth in Section 4.6.

“Fraud” means, with respect to any Person, actual and intentional fraud under the Laws of the State of Delaware by such Person in the making of the representations and warranties of such Person pursuant to ARTICLE 3, ARTICLE 4 or ARTICLE 6, as applicable or the certificates referred to in Section 7.2(d), Section 7.3(c) or Section 7.3(d); *provided, however*, that “Fraud” does not include any claim for equitable fraud, constructive fraud, promissory fraud, unfair dealings fraud, or any torts (including fraud) based on negligence or recklessness.

“Fundamental Representations” means the representations and warranties of (a) Seller contained in Section 3.1 (Organization and Good Standing), Section 3.2 (Authorization of Agreement), Section 3.3 (Title), and Section 3.6 (Financial Advisors), and (b) the Company contained in Section 4.1 (Organization and Good Standing), Section 4.2 (Authorization of Agreement), Section 4.4 (Capitalization) and Section 4.22 (Financial Advisors).

“Funded Indebtedness” means, as of any relevant determination time, without duplication, the outstanding principal amount of, accrued or unpaid interest on, and other payment obligations (including any premiums, penalties, make-whole payments, termination fees, breakage costs and other fees and expenses that are due upon prepayment of such obligations) arising under, any obligation of the Company as of such time consisting of: (a) Indebtedness for borrowed money; and (b) Indebtedness evidenced by any note, bond, debenture or other debt security; *provided* that, notwithstanding the foregoing, in no event will “Funded Indebtedness” include (i) trade payables or accruals to the extent included as a current liability in Net Working Capital, (ii) any Liabilities to the extent included in Closing Date Company Transaction Expenses or Closing Date Net Working Capital or (iii) any Indebtedness arranged by Buyer or its Affiliates.

“GAAP” means United States generally accepted accounting principles and practices as in effect from time to time.

“Gibraltar” has the meaning set forth in the Preamble.

“Government Bid” means any offer, proposal, quotation, or solicitation response for goods or services submitted by the Company to a Governmental Body that, if awarded, would result in the establishment of, or otherwise lead to, a Government Contract.

“Government Contract” means any Contract, to the extent active and in effect at any time during the prior three (3) year period, between the Company and any Governmental Body involving aggregate payments in excess of \$150,000. For purposes of clarity, a task order, purchase order, or delivery order issued pursuant to a Government Contract shall be considered a part of the Government Contract to which it relates.

“Governmental Antitrust Entity” means any Governmental Body with regulatory jurisdiction over enforcement of any applicable Competition Law.

“Governmental Body” means any: (a) nation, state, county, city, town, village, district or other governmental jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, commission, board, instrumentality, official or entity and any court, arbitrator or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or Taxing Authority.

“Guarantee Released Party” has the meaning set forth in Section 6.12(a).

“Guaranteed Obligations” has the meaning set forth in Section 10.15(a).

“Guarantees” has the meaning set forth in Section 6.12(a).

“Guarantor” has the meaning set forth in the Preamble.

“Hazardous Material” means any materials, substances, pollutants, or contaminants, including any hazardous, toxic, dangerous, flammable, explosive, infectious or radioactive substances or wastes that are regulated by, defined, declared, or controlled in or under, or may give rise to standards of conduct or liability pursuant to, any Environmental Law, including, without limitation, any petroleum or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, per- and poly-fluoroalkyl substances, mold, microbial contaminants, polychlorinated biphenyls, radon gas, and any other contaminant, pollutant or constituent thereof, the presence of which requires investigation or remediation under any Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“HSR Filing” has the meaning set forth in Section 6.3(b).

“Indebtedness” means, as of any relevant determination time, with respect to the Company, without duplication, the outstanding principal amount of, accrued or unpaid interest on, and other payment obligations (including any premiums, penalties, make-whole payments, termination fees, breakage costs and other fees and expenses that are due upon prepayment of such obligations) arising under, any obligations of the Company consisting of: (a) Funded Indebtedness; (b) all amounts owing or due under any interest rate, currency, swap, collars or other hedging Contracts; (c) all capital or finance lease obligations of the Company that are required to be capitalized in accordance with GAAP or as historically recorded in the Financial Statements (it being agreed, for clarity, that all operating leases will be excluded from Indebtedness); (d) all reimbursement obligations with respect to letters of credit, bank guarantees, performance bonds, surety bonds, bankers’ acceptances or other similar instruments, but only to the extent that such letters of credit, bank guarantees, performance bonds, surety bonds, bankers’ acceptances or other similar instruments have been drawn upon prior to the Closing; (e) all obligations of the Company issued or assumed as the deferred or unpaid purchase price of assets, business, securities, property or services (including obligations under non-compete, consulting or similar arrangements or with respect to the maximum amount for earn-outs, seller notes, post-closing true-up obligations or similar contingent payment arrangements relating to prior acquisitions, excluding trade payables incurred in the Ordinary Course of Business, to the extent included as a current liability in Net Working Capital), all conditional sale obligations of the Company and all obligations of the Company under any title retention Contract; (f) other than any amount included in Company Transaction Expenses, (x) deferred compensation, phantom equity, nonqualified deferred compensation, supplemental retirement, retention, severance, termination indemnity, statutory severance, change in control, sale, transaction, in each case to the extent unpaid as of the Closing, together with the employer portion of any employment, payroll or similar Taxes payable in respect thereof, calculated as if all such amounts were paid on the Closing Date, and (y) any unfunded or underfunded Liabilities with respect to any defined benefit pension, post-employment welfare, retiree medical, supplemental retirement, termination indemnity, statutory severance or similar plan, program or arrangement; (g) the amount of all unpaid income Taxes of and payable by the Company (but, for the avoidance of doubt, excluding any such income Taxes shown or required to be shown on, arising with respect to, or payable with respect to, any Seller Group Pre-Closing Tax Return)

following the Closing, with respect to jurisdictions in which the Company has historically filed income Tax Returns, in each case for any Pre-Closing Tax Period for which the due date of such applicable Tax Return in such jurisdiction is first due (including applicable extensions) after the Closing Date, including the portion of any Straddle Period ending on the Closing Date (determined in accordance with Section 6.10(d)), whether or not then due and payable and whether or not yet shown as due on any such applicable Tax Return, calculated in accordance with the past practices of the Company (except, with respect to any taxable period ending on or including the Closing Date, as otherwise required by applicable Law at a “more likely than not” or higher level of confidence or explicitly in accordance with this Agreement) and explicitly in accordance with this Agreement; *provided* that such amount shall be determined without duplication as follows: (A) by taking into account all estimated (and other similar prepayment or deposit of) Tax payments and overpayments, credits, carryovers, carryforwards, refunds and other similar Tax attributes, in each case to the extent actually paid, credited, applied, or otherwise available to the Company, and permitted under applicable Law to be utilized to reduce or eliminate the particular Tax liability, (B) the amount determined pursuant to this clause (g) shall not be less than zero in any applicable jurisdiction, (C) by excluding Taxes to the extent specifically included as a current liability in Closing Date Net Working Capital, included in Company Transaction Expenses or otherwise reflected in the determination of the Final Purchase Price, and *provided* that any Taxes included in Closing Date Debt shall not be included in Company Transaction Expenses, (D) shall exclude any Sales Taxes Liabilities and any Seller Group Tax Liabilities (other than any unpaid Seller Group Tax Liabilities for which the Company is (i) held legally liable by an applicable Taxing Authority under Treasury Regulations Section 1.1502-6 or any analogous provision of state, local or non-U.S. Law with respect to any taxable period ending on or including the Closing Date or (ii) is required to pay to any other member of the Seller Group pursuant to any written tax sharing, tax allocation agreement or indemnity agreement entered into prior to the Closing), (E) shall take into account all Transaction Tax Deductions attributable to or arising in the applicable Pre-Closing Tax Period pursuant to Section 6.10(e), including the effect of the seventy percent safe-harbor election under Revenue Procedure 2011-29 with respect to any “success based fees”, in each case to the extent permitted under applicable Law at a “more likely than not” or higher level of comfort, (F) shall exclude any liabilities represented solely by accruals or reserves established or required to be established under GAAP with respect to contingent income Taxes or uncertain Tax positions, and any liabilities arising from any change in any accounting method of the Company made following the Closing, (G) shall be determined without regard to any deferred Tax assets or deferred Tax liabilities established or required to be established for GAAP purposes; *provided* that nothing in this clause (G) shall prevent any Tax attribute described in clause (A) from being taken into account in determining such amount, (H) any liability for income Taxes shall be determined with regard to any income attributable to deferred revenue or accrued or prepaid amounts received prior to Closing to the extent such revenue or amounts (1) will not be recognized for Tax purposes in a taxable period (or portion thereof) ending on the Closing Date and (2) will be recognized for Tax purposes by the Company, Buyer or any of their respective Affiliates in any taxable period (or portion thereof) beginning after the Closing Date, (I) any financing or refinancing arrangements entered into at any time by or at the direction of Buyer or any of its Affiliates shall not be taken into account, (J) shall be determined without regard to any Tax elections made or actions taken after the Closing that have the effect of accelerating income or Taxes into, or deferring deductions from, a taxable period (or portion thereof) ending on or before the Closing Date, including any liabilities arising from any change in any accounting method made by or at the direction of Buyer and/or its Affiliates following the Closing, or any election or other action taken by or at the direction of Buyer and/or its Affiliates to waive, relinquish or otherwise fail to utilize any Tax attribute otherwise available to reduce such Taxes, (K) shall exclude any Taxes required to be paid or otherwise economically borne by Seller or any of its Affiliates pursuant to this Agreement, (L) shall exclude (i) any incremental Taxes imposed on the Company solely arising from and directly attributable to a breach of Section 6.10(c) (but solely with respect to any failure to timely file any such Tax Return described in Section 6.10(c)).

or prepare such any such Tax Return in accordance with the procedures set forth in Section 6.10(c)), Section 6.10(e), Section 6.10(f)(iii), Section 6.10(g)(i), Section 6.10(h), or Section 6.10(i) by Buyer or any of its Affiliates (including, for the avoidance of doubt, the Company) after the Closing and (ii) any Taxes arising from any action taken by or at the direction of the Buyer (or any Affiliate thereof) on the Closing Date after the Closing that is outside of the Ordinary Course of Business and not otherwise contemplated by this Agreement, and (M) shall exclude Transfer Taxes; (h) all guarantees by the Company of any Liabilities of another Person of a type described in the foregoing clauses (a) through (g); *provided that*, notwithstanding the foregoing, in no event will “Indebtedness” include (i) to the extent uncalled, any amounts payable by Seller or its Affiliates under the Guarantees or Surety Bonds, (ii) any amounts included in Company Transaction Expenses or Net Working Capital, (iii) any obligations arising from financing, other financing debt or other similar arrangements by Buyer or its Affiliates, including any financing fees or expenses initiated at the request of Buyer or any of its Affiliates or incurred by or on behalf of Buyer or any of its Affiliates, whether related to their respective financing activities, the transactions contemplated by this Agreement or otherwise, (iv) any deferred or other Taxes, deferred revenue or advances, (v) the Rollover PTO Amount or any other accrued compensation, paid time off or paid leave, ordinary course bonuses or commissions, or other compensation paid in the Ordinary Course of Business, and (vi) fees, expenses, or other obligations incurred after the Closing.

“Indemnified Taxes” has the meaning set forth in Section 6.10(k)(i).

“Infrastructure Project” means any project, program, contract or purchase order, to the extent active and in effect at any time during the prior three (3) year period, directly between the Company and any Governmental Body, involving aggregate payments in excess of \$750,000, and involving the construction, reconstruction, rehabilitation, repair, replacement, improvement, expansion, installation, maintenance or operation of public infrastructure or infrastructure intended for public use or benefit, including highways, roads, streets, bridges, tunnels, railways, transit systems, airports, ports, waterways, water or wastewater systems, utilities, energy generation, transmission or distribution facilities, telecommunications or broadband infrastructure, and other public works or transportation facilities, undertaken by, for or on behalf of any Governmental Body.

“Intellectual Property” means all intellectual property in any jurisdiction worldwide, including: (a) all trademarks, trade dress, service marks, trade names, business names, designs, logos, slogans, Internet domain names, and other indicia of source or origin, together with all translations, adaptations, derivations, and combinations thereof, all applications, registrations, and renewals in connection therewith, the rights related thereto, and all goodwill associated with any of the foregoing; (b) all copyrights, all copyright registrations and copyright applications and renewals in connection therewith, and all moral rights and all other rights associated with any of the foregoing, including the underlying works of authorship and other works of authorship (whether or not copyrightable), and all data, databases and database rights; (c) all patents and patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith and counterparts thereof and all international and other rights associated therewith; (d) all know-how, discoveries, improvements, designs, trade secrets, technologies, processes, methods, techniques, protocols, formulae, algorithms, compositions, industrial models, architectures, layouts, designs, drawings, plans, specifications, methodologies, technical information, inventions and confidential or proprietary information; (e) all Software; (f) other similar or equivalent intellectual property rights anywhere in the world; and (g) all actions and rights to sue at law or in equity for past, present and future infringement, misappropriation, dilution or other violation or impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom.

“Initial Press Release” has the meaning set forth in Section 6.8(a).

“Interim Financial Statements” has the meaning set forth in Section 4.6.

“IP Contracts” has the meaning set forth in Section 4.14(a)(iv).

“IRS” means the United States Internal Revenue Service.

“Knowledge of Buyer” means the actual knowledge (and not imputed or constructive knowledge), without any duty of inquiry or investigation, of Mark Rayfield and Steven Williams.

“Knowledge of the Company” means the actual knowledge (and not imputed or constructive knowledge), without any duty of inquiry or investigation, of Scott Jenkins, Thomas Lewis and David Simon.

“Labor Laws” means all Laws governing or concerning labor relations, unions and collective bargaining, conditions of employment, employment discrimination and harassment, wages, overtime classification, hours, meal and rest breaks, leaves of absence, termination of employment, workers’ compensation, unemployment compensation, mass layoffs, plant closings, the classification or characterization of employees and natural person independent contractors, whistle-blowing, employee privacy, background checks and other consumer reports regarding employees and applicants for employment, negligent hiring or retention, labor relations, collective bargaining, the collection and payment of withholding and/or social security taxes and any similar taxes, or occupational safety and health, including but not limited to, the Immigration Reform and Control Act of 1986, National Labor Relations Act, Civil Rights Acts of 1866 and 1964, Equal Pay Act, Age Discrimination in Employment Act, Americans with Disabilities Act, Family and Medical Leave Act, Fair Labor Standards Act, Worker Adjustment and Retraining Notification Act, Occupational Safety and Health Act, and applicable state law counterparts.

“Law” means any federal, state, local or foreign law, statute, code, ordinance, treaty, rule or regulation enacted, issued or promulgated by any Governmental Body.

“Lease” means any lease, sublease, license, concession, royalty contract or other agreement, including any amendment, renewal or extension with respect thereto, pursuant to which a Person holds or has, or gives others, the right to use any real property or interest in real property.

“Liability” means any debt, liability or obligation, including all costs and expenses relating thereto, in each case whether direct or indirect, known or unknown, matured or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

“Licensed Intellectual Property” means all Intellectual Property owned or purported to be owned by a third party and licensed to the Company.

“Losses” means all damages, losses, charges, Liabilities, claims, demands, actions, suits, judgments, settlements, awards, interest, penalties, fees, costs and expenses (including reasonable, documented attorneys’ fees and disbursements).

“Material Contracts” has the meaning set forth in Section 4.14(a).

“Material Customer” has the meaning set forth in Section 4.28(a).

“Material Supplier” has the meaning set forth in Section 4.28(a).

“Net Working Capital” means, without duplication, an aggregate amount equal to the value of (a) the current assets of the Company minus the value of (b) the current liabilities of the Company, in each case determined in accordance with the Accounting Methodology set forth on Exhibit B and the Illustrative Net Working Capital Calculation set forth on Exhibit C, as applicable, in each case subject to Section 2.3(f). For the avoidance of doubt and subject to Section 2.3(f), “Net Working Capital” shall not include any Sales Taxes Liabilities, Seller Group Tax Liabilities or other Indemnified Taxes, deferred income Tax assets, deferred income Tax liabilities and line items or amounts reflected in Cash (or other amounts specifically excluded from the definition of Cash), Indebtedness (and assets or contra liabilities relating to Indebtedness, such as unamortized debt issuance costs), or Company Transaction Expenses.

“Non-Party Affiliates” has the meaning set forth in Section 10.12.

“Objection Notice” has the meaning set forth in Section 2.3(c)(i).

“OFAC” means the United States Department of the Treasury’s Office of Foreign Assets Control.

“Off-the-Shelf License” means a Contract for the license for unmodified, commercially available “off-the-shelf” software that is used in the Company’s internal “back-office” operations.

“Order” means any award, decree, stipulation, decision, injunction, judgment, order, ruling, or verdict entered, issued, made or rendered by any Governmental Body of competent jurisdiction.

“Ordinary Course of Business” means, with respect to the Company, an action taken, or omitted to be taken, in the ordinary and usual course of the Company’s Business, generally consistent in all material respects with the Company’s past custom and practice, taking into account seasonality and the facts and circumstances then prevailing; *provided* that no commercially reasonable action or omission shall be deemed to be outside the Ordinary Course of Business (i) if it is taken in good faith to comply with applicable Law, Order or customer request, or (ii) solely because such action or omission differs in nature, amount, timing or frequency from any prior action or omission, unless such difference is material to the Business, taken as a whole.

“Organizational Documents” means organizational documents of a non-natural Person, including, as applicable, the charter, or certificate of incorporation, bylaws, articles of organization or certificate of formation, operating agreement, trust agreement or similar governing documents, as amended.

“Outside Date” has the meaning set forth in Section 8.1(a).

“Owned Real Property” means all land, together with all buildings, structures, improvements and fixtures located thereon, and all easements and other rights and interests appurtenant thereto, owned by the Company.

“Party” and “Parties” have the meaning set forth in the Preamble.

“Patent Applications” means, collectively, (i) U.S. Application No. 18/833,660 (Publication No. 2025/0183644A1), filed July 26, 2024; (ii) European Application No. EP24798015.4 (Publication No. EP4705662A2), filed April 26, 2024; and (iii) European Application No. EP23747642.9 (Publication No. EP4469847A4), filed January 27, 2023.

“Payment Spreadsheet” has the meaning set forth in Section 2.3(a)(ii).

“Payoff Letters” has the meaning set forth in Section 2.2(a).

“Permits” has the meaning set forth in Section 4.19(d).

“Permitted Encumbrances” means (a) Encumbrances for Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP; (b) mechanics’, carriers’, workers’, repairers’ and similar Encumbrances arising or incurred in the Ordinary Course of Business for amounts which are not due and payable and which shall be paid in full and released at Closing; (c) zoning, entitlement and other land use and environmental regulations by any Governmental Body that do not materially and adversely affect, impair or otherwise interfere with the use of any property affected thereby; (d) Encumbrances securing debt as disclosed in the Financial Statements; (e) Encumbrances securing trade payables as disclosed in the Financial Statements; (f) title of a lessor under a capital or operating lease; (g) Encumbrances that are disclosed in the real estate title insurance policies, commitments and reports made available to Buyer prior to the date hereof and any matters that would be disclosed on an accurate survey and; (h) security interest arising under bonding indemnification agreements; (i) Encumbrances approved by Buyer; (j) Encumbrances arising under conditional sales contracts and equipment leases with third parties entered into in the Ordinary Course of Business; (k) any cash deposit or right of set-off to secure

the performance of bids, tenders, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds, government contracts and other obligations of a like nature, in each case arising or incurred in the Ordinary Course of Business; (l) non-exclusive licenses of, and restrictions under licenses or other Contracts relating to, Intellectual Property granted in the Ordinary Course of Business; and (m) such other imperfections in title, charges, easements, rights of way, restrictions, defects, exceptions and Encumbrances that do not materially impair the use or value of the property to which they relate or the use and occupancy of any Owned Real Property in the operation of the Business conducted thereon.

“Person” means any individual, partnership, limited partnership, limited liability company, corporation, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Personal Data” means all information or data relating to one or more individual(s) that is personally identifying (*i.e.*, data that identifies an individual or, in combination with any other information or data, is capable of identifying an individual), and is regulated or protected by one or more federal, state, or foreign data privacy or security Laws.

“Polsinelli” has the meaning set forth in Section 10.13.

“Post-Closing Tax Period” means any taxable periods beginning after the Closing Date and the portion of any Straddle Period beginning after the Closing Date.

“Pre-Closing Period” has the meaning set forth in Section 6.1(a).

“Pre-Closing Tax Period” means any taxable periods ending on or before the Closing Date and the portion of any Straddle Period through the end of the day on the Closing Date.

“Preliminary Closing Statement” has the meaning set forth in Section 2.3(b).

“Privileged Communications” has the meaning set forth in Section 10.13.

“Product Approvals” has the meaning set forth in Section 4.19(d).

“Products” means all products, materials, components and other goods manufactured, fabricated, assembled, tested, processed, sold, supplied or distributed by or on behalf of the Company.

“R&W Insurance Policy” means a buyer-side transactional risk insurance policy that provides insurance coverage for Buyer with respect to Seller’s and the Company’s representations and warranties and certain covenants of Seller set forth in this Agreement.

“R&W Premium and Underwriting Costs” means all costs and expenses related to the R&W Insurance Policy, including the premiums, underwriting costs, brokerage commissions, and other fees and expenses of such policy, including the reimbursable fees and expenses of insurer’s counsel, and all related taxes.

“Real Property Permits” has the meaning set forth in Section 4.11(g).

“Recent Balance Sheet” has the meaning set forth in Section 4.6.

“Related Persons” has the meaning set forth in Section 4.23.

“Release” shall have the same meaning as under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601(22).

“Released Claims” has the meaning set forth in Section 9.3.

“Releasees” has the meaning set forth in Section 9.3.

“Representative” means, with respect to a particular Person, any equityholder, director, officer, manager, managing member, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

“Retained Claims” has the meaning set forth in Section 9.2.

“Review Period” has the meaning set forth in Section 2.3(c)(i).

“Rollover PTO Amount” means, with respect to the Continuing Employees as of Adjustment Time, the aggregate amount of (i) any accrued paid personal time off, if any, that the Continuing Employees are entitled to use but have not used as of the Adjustment Time, including any paid personal time off that such Continuing Employees carried-over from December 31, 2025 into calendar year 2026, to the extent such amounts are permitted to be paid in cash under applicable Laws, *less* the value of any such paid time off used by the Continuing Employees after the Adjustment Time and prior to the Rollover PTO payment date set forth in Section 1.3, *plus* (ii) the employer portion of any Taxes related thereto.

“Run-Off Policies” has the meaning set forth in Section 6.14(b)(ii).

“Sales Taxes Liabilities” means the Company’s liability for sales and use Taxes, or other similar Taxes in the nature of sales and use Taxes (in each case, excluding any Transfer Taxes), to the extent such Taxes are expressly identified in Schedule 6.10(k) by jurisdiction, Tax type and taxable year that are attributable to a failure of the Company, to (a) collect, pay or remit such Taxes, (b) comply with applicable reporting or filing obligations related to such Taxes or obtain or maintain valid exemption certificates (or other documentation supporting exemptions from such Taxes).

“Sanctioned Country” means any country or region that is the subject or target of a comprehensive embargo under applicable Sanctions Laws (including Cuba, Iran, North Korea, Syria and the Crimea, the Donetsk People’s Republic and the Luhansk People’s Republic regions of Ukraine).

“Sanctioned Person” means any Person that is the subject or target of sanctions or restrictions under applicable Sanctions Laws, including: (a) any Person listed on any applicable U.S. or non-U.S. sanctions-or export-related restricted party list, including OFAC’s Specially Designated Nationals and Blocked Persons List; (b) any Person that is, in the aggregate, 50% or greater owned, directly or indirectly, or otherwise controlled by a Person or Persons described in clause (a); or (c) any Person who is ordinarily resident in a Sanctioned Country.

“Sanctions Laws” means all U.S. and non-U.S. Laws, regulations, and executive orders relating to economic or trade sanctions, including the Laws administered or enforced by the United States (including by OFAC or the U.S. Department of State) and the United Nations Security Council.

“Schedule” means a schedule of the Disclosure Schedules delivered pursuant to this Agreement.

“Second Request” has the meaning set forth in Section 6.3(b).

“Securities Act” means the Securities Act of 1933, as amended.

“Security Incident” has the meaning set forth in Section 4.13(h).

“Seller” has the meaning set forth in the Preamble.

“Seller 401(k) Plan” has the meaning set forth in Section 6.9(b).

“Seller Documents” has the meaning set forth in Section 3.2.

“Seller Group” has the meaning set forth in Section 4.10.

“Seller Group Pre-Closing Tax Return” has the meaning set forth in Section 6.10(b).

“Seller Group Tax Liabilities” means any Taxes for which the Company is liable under Treasury Regulations Section 1.1502-6 (or any analogous provision of state, local or foreign Law), solely by reason of the Company having been a member of the Seller Group prior to the Closing, to the extent such Taxes are attributable to the income, gain, receipts, assets, operations or other Tax items or activities of one or more members of the Seller Group other than the Company, regardless of whether such Taxes are assessed or become payable before, on or after the Closing.

“Seller Related Persons” means (a) Seller, the Company before the Closing, and their respective Affiliates, (b) any former or current equityholders, managers, general or limited partners of any Person named in clause (a), and (c) any former or current Representatives, Affiliates, successors and assignees of any of the foregoing.

“Seller Tax Claim” has the meaning set forth in Section 6.10(f)(ii).

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (d) all documentation, including user manuals and other training documentation, related to any of the foregoing.

“Specified Open Orders” has the meaning set forth in Section 4.27.

“Straddle Period” means any Tax period that begins prior to the Closing Date but does not end on or prior to the Closing Date.

“Subsidiary” means, with respect to a Person, any other Person of which (a) a majority of the outstanding voting securities are owned, directly or indirectly, by such Person, or (b) such Person is entitled, directly or indirectly, to appoint a majority of the board of directors, board of managers or comparable governing body of such other Person.

“Surety Bonds” has the meaning set forth in Section 6.12(a).

“Systems” means, collectively, all computers, computer systems, servers, hardware and other information technology assets and related items, in each case whether used, owned, leased or licensed by the Company.

“Target Net Working Capital” means \$13,300,000.00.

“Tax Claim” has the meaning set forth in Section 6.10(f)(i).

“Tax Return” means any return, report, information return or other document (including schedules, attachments or any related or supporting information and any amended returns) filed or required to be filed with any Taxing Authority charged with the determination, assessment or collection of any Tax.

“Tax” (including with correlative meaning the terms “Taxes” and “Taxable”) means any and all taxes, including income, gross receipts, corporation, ad valorem, premium, value-added, net worth, capital stock, capital gains, documentary, recapture, alternative or add-on minimum, disability, registration, recording, excise, real property, personal property, unclaimed property or escheat, sales, use, license, lease, service, service use, transfer, withholding, employment, unemployment, insurance, social security, national insurance, business license, business organization, environmental, workers compensation, payroll, profits, severance, stamp, occupation, windfall profits, customs duties, franchise, estimated and other taxes of any kind whatsoever (and any charges, fees, duties, contributions, levies or other similar assessments and governmental fees imposed by a Governmental Body, in each case in the nature of a tax), and any interest, fines, penalties, assessments or additions thereto, whether disputed or not.

“Tax Benefit” has the meaning set forth in Section 6.10(k)(vi).

“Taxing Authority” means the IRS and any other Governmental Body responsible for the administration of any Tax.

“Terminating Buyer Breach” has the meaning set forth in Section 8.1(d).

“Terminating Seller Breach” has the meaning set forth in Section 8.1(c).

“Transaction” has the meaning set forth in the Recitals.

“Transaction Documents” means the Seller Documents, the Company Documents, and the Buyer Documents.

“Transaction Tax Deductions” means, without duplication, any federal and applicable state and local income tax deductions, losses or credits with respect to the Company resulting from or otherwise attributable to: (a) the payment or accrual of amounts that are reflected as a liability in the calculation of Closing Date Net Working Capital, or included in the determination of Closing Date Debt or Closing Date Company Transaction Expenses (including any item paid before the Closing that, if unpaid as of the Closing, would have been so reflected), (b) all fees, expenses and interest (including amounts treated as interest for U.S. federal income Tax purposes), original issue discount, unamortized debt financing costs, breakage fees, tender premiums, consent fees, redemption, retirement or make-whole payments, defeasance in excess of par or similar payments as a result of the payment or accrual of any Closing Date Debt in connection with the Transaction (and any other transaction described in this Agreement or any Transaction Document), (c) any transaction bonuses, severance payments, retention payments, phantom equity and similar change-in-control or retention payments and any other compensatory amounts payable as a result of the consummation of the Transaction (and any other transaction described in this Agreement or any Transaction Document), together with the employer portion of any payroll Taxes payable in connection therewith, (d) the exercise, vesting, or settlement of options, restricted stock, or other equity-based compensation awards accelerated or triggered by the Transaction (and any other transaction described in this Agreement or any Transaction Document), and (e) any other fees, costs and expenses incurred in connection with or incident to this Agreement and the Transaction (and any other transaction described in this Agreement or any Transaction Document), including legal, accounting and investment banking fees, costs and expenses, in each case, to the extent such amounts are (i) economically borne by Seller or its Affiliates and (ii) deductible, creditable or otherwise allowable or available to reduce taxable income or Taxes under applicable Law at a “more likely than not” or higher level of comfort.

“Transfer Taxes” means any real property transfer (including all applicable real estate transfer, which, for the avoidance of doubt, includes any agricultural land transfer), sales, use, value added, stamp, documentary, recording, registration, conveyance, stock transfer, intangible property transfer, personal property transfer, gross receipts, registration, duty, securities transactions or similar fees or Taxes or governmental charges (together with any interest or penalty, addition to Tax or additional amount imposed) as levied by any Taxing Authority or other Governmental Body in connection with the transactions contemplated by this Agreement, including any payments made in lieu of any such Taxes.

“Treasury Regulations” means the U.S. Department of Treasury regulations promulgated under the Code, as such regulations may be amended from time to time.

“TSA” has the meaning set forth in Section 2.2(g).

“VDA” has the meaning set forth in Section 6.10(g)(i).

“Waiving Parties” has the meaning set forth in Section 10.13.

“Willful Breach” means a material breach of this Agreement that is a consequence of an omission by, or act undertaken by or caused by, the breaching party intentionally and with the knowledge that such omission or taking or causing of such act would cause such material breach of this Agreement.

11.2 Other Definitional and Interpretive Matters. Unless otherwise expressly provided herein, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(b) Dollars. Unless otherwise specified, all monetary amounts in this Agreement, including the symbol “\$”, refer to the currency of the United States known as the U.S. Dollar.

(c) Exhibits/Schedules. The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(d) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(e) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Article” or “Section” are to the corresponding Article or Section of this Agreement unless otherwise specified.

(f) Shall and Will. The words “shall” and “will” have the same meaning and indicate a requirement.

(g) If. The word “if” and other words of similar import when used herein shall be deemed in each case to be followed by the phrase “and only if”.

(h) Or. The word “or” is not to be interpreted as disjunctive.

(i) Herein. The words such as “herein”, “hereinafter”, “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(j) Including. The word “including”, “include” or any variation thereof means “including, without limitation” or “include, without limitation”, as applicable, and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(k) Reflected On or Set Forth In. An item arising with respect to a specific representation or warranty shall be deemed to be “reflected on” or “set forth in” a balance sheet or financial statements, to the extent any such phrase appears in such representation or warranty, if (i) there is a reserve, accrual or other similar item underlying a number on such balance sheet or financial statements that relates to the subject matter of such representation, or (ii) such item is otherwise specifically set forth on the balance sheet or financial statements or is specifically set forth in the notes thereto.

(l) Made Available. Any reference in this Agreement to “made available” means a document or other item of information that was provided or made available to Buyer and its representatives in any “data rooms”, “virtual data rooms”, management presentations or in any other form in expectation of, or in connection with, the Transaction.

(m) Successor Laws. Any reference to any particular Code section or any other Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified.

(n) Heirs, Executors, etc. References herein to any Person shall include such Person’s heirs, executors, personal representatives, administrators, successors and assigns; *provided, however*, that nothing contained in this Section 11.2(n) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement.

11.3 Joint Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

**** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ****

IN WITNESS WHEREOF, the Parties are executing this Securities Purchase Agreement with the intent to be legally bound as of the date first written above.

BUYER:

GCP APPLIED TECHNOLOGIES INC.

By: /s/ Steven Williams

Name: Steven Williams

Title: Vice President

[Signature Pages to Securities Purchase Agreement]

IN WITNESS WHEREOF, the Parties are executing this Securities Purchase Agreement with the intent to be legally bound as of the date first written above.

SELLER:

D.S.B. HOLDING CORP.

By: /s/ Joseph A. Lovechio

Name: Joseph A. Lovechio

Title: Chief Financial Officer

COMPANY:

THE D.S. BROWN COMPANY

By: /s/ Joseph A. Lovechio

Name: Joseph A. Lovechio

Title: Chief Financial Officer

IN WITNESS WHEREOF, Gibraltar has executed and delivered this Securities Purchase Agreement as of the date first written above, solely for purposes of Sections 6.10(k) and 6.14 hereunder.

GIBRALTAR:

GIBRALTAR INDUSTRIES, INC.

By: /s/ Joseph A. Lovechio

Name: Joseph A. Lovechio

Title: Chief Financial Officer

IN WITNESS WHEREOF, Guarantor has executed and delivered this Securities Purchase Agreement as of the date first written above, solely for purposes of Section 10.15 and the other provisions expressly applicable to Guarantor hereunder.

GUARANTOR:

SAINT-GOBAIN CORPORATION

By: /s/ Eric Placidet

Name: Eric Placidet

Title: Vice President and Chief Financial Officer

GIBRALTAR TO SELL INFRASTRUCTURE BUSINESS TO SAINT-GOBAIN FOR \$208 MILLION

Advances strategic plan to simplify and focus asset portfolio on building products and structures end-markets

Proceeds to be used to reduce debt

Buffalo, New York, October 15, 2026 – Gibraltar Industries, Inc. (Nasdaq: ROCK), a leading manufacturer and provider of products and services for the residential and agtech markets, today announced that it has entered into an agreement to sell its Infrastructure business, D.S. Brown, to Saint-Gobain for \$208 million in cash, subject to customary post-closing adjustments. The sale is expected to close in the fourth quarter of 2026 subject to customary closing conditions, including receipt of required regulatory approvals.

"This sale is another step in the simplification of our portfolio, sharpening our strategic focus and resource allocation on the building products and structures end-markets to drive greater value and returns for our stockholders," stated Chairman and CEO Bill Bosway. "We expect this transaction to be highly tax efficient, maximizing the gross proceeds from the sale to be used to accelerate the reduction of debt and strengthen our balance sheet as we enter 2027."

Management will update its 2026 outlook with respect to this sale in connection with its third quarter 2026 report, the timing of which will be announced separately.

ADVISORS

Moelis & Company LLC is serving as Gibraltar's exclusive financial advisor and Polsinelli is serving as Gibraltar's legal counsel.

About Gibraltar

Gibraltar is a leading manufacturer and provider of products and services for the residential, agtech, and infrastructure markets. Gibraltar's mission, to make life better for people and the planet, is fueled by advancing the disciplines of engineering, science, and technology. Gibraltar is innovating to reshape critical markets in comfortable living and productive growing throughout North America. For more please visit www.gibraltar1.com.

FORWARD-LOOKING STATEMENTS

Certain information set forth in this news release, other than historical statements, contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 that are based, in whole or in part, on current expectations, estimates, forecasts, and projections about the Company's business, and management's beliefs about future operations, results, and financial position. These statements are not guarantees of future performance and are subject to a number of risk factors, uncertainties, and assumptions. Actual events, performance, or results could differ materially from the anticipated events, performance, or results expressed or

implied by such forward-looking statements. Factors that could cause actual results to differ materially from current expectations include, among other things: the occurrence of any event, change or other circumstances that could give rise to the termination of the purchase agreement related to the sale transaction or could cause the consummation of the sale transaction to be delayed or to fail to occur; the failure to obtain certain required regulatory approvals or the failure to satisfy any of the other closing conditions to the completion of the sale transaction within the expected timeframes or at all; risks related to disruption of management's attention from Gibraltar's ongoing business operations due to the sale transaction; the effect of the announcement of the sale transaction on the ability of Gibraltar to retain and hire key personnel and maintain relationships with its customers, suppliers and others with whom it does business, or on its operating results and business generally; the ability of Gibraltar to meet expectations regarding the timing and completion of the sale transaction; the outcome of any legal proceedings that may be instituted against Gibraltar related to the sale transaction; changes to economic conditions and customer demand for the Company's products; the availability and pricing of principal raw materials and component parts, supply chain challenges causing project delays and field operations inefficiencies and disruptions, the loss of any key customers, adverse effects of inflation, the ability to continue to improve operating margins, the ability to generate order flow and sales and increase backlog; the ability to translate backlog into net sales, other general economic conditions and conditions in the particular markets in which Gibraltar operates, changes in spending due to laws and government incentives, such as the Infrastructure Investment and Jobs Act, changes in customer demand and capital spending, competitive factors and pricing pressures, the ability to develop and launch new products in a cost-effective manner, the ability to realize synergies from other newly acquired businesses, disruptions to IT systems, the impact of trade and regulation, rebates, credits and incentives and variations in government spending and ability to derive expected benefits from restructuring, productivity initiatives, liquidity enhancing actions, and other cost reduction actions. Before making any investment decisions regarding the Company, we strongly advise you to read the section entitled "Risk Factors" in the most recent annual report on Form 10-K which can be accessed under the "SEC Filings" link of the "Investor Info" page of the website at www.Gibraltar1.com. The Company undertakes no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by applicable law or regulation.

Contact:

Alliance Advisors Investor Relations
Jody Burfening/Carolyn Capaccio
(212) 838-3777