



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE FOUNDATION BUILDING
MATERIALS, INC. STOCKHOLDER
LITIGATION

C.A. No. 2022-0466-BWD

**STIPULATION AND AGREEMENT OF
SETTLEMENT, COMPROMISE, AND RELEASE**

This Stipulation and Agreement of Settlement, Compromise, and Release, dated April 10, 2026 (with the Exhibits hereto, the “Stipulation,” and the settlement contemplated hereby, the “Settlement”) in the above-captioned action (the “Action”), is entered into by and among the following parties, by and through their respective undersigned counsel: (i) Plaintiff Firefighters’ Pension System of the City of Kansas City, Missouri Trust (“Plaintiff”), individually and on behalf of the Settlement Class; and (ii) Defendants Foundation Building Materials Inc. (“FBM” or the “Company”), Ruben D. Mendoza (“Mendoza”), Matthew J. Espe (“Espe”), Fareed A. Khan (“Khan”), James F. Underhill (“Underhill”),¹ Chris Meyer (“Meyer”), Rafael A. Colorado (“Colorado”), Chad R. Lewis (“Lewis”), Chase Hagin (“Hagin”), Maureen Harrell (“Harrell”), Evercore Group L.L.C. (“Evercore”), RBC Capital Markets, LLC (“RBC”), ASP Flag Intermediate Holdings, Inc. (“ASP Flag”), LSF9 Cypress Parent 2 LLC (“Cypress”) and Lone Star Fund IX (U.S.), L.P.

¹ Espe, Khan, and Underhill are collectively referred to herein as the “Special Committee Defendants.”

(“Fund IX”) (collectively, the “Defendants,” and together with Plaintiff, the “Parties” and each a “Party”).² Upon the terms and subject to the conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the “Court”) pursuant to Delaware Court of Chancery Rule 23, the Settlement embodied in this Stipulation is intended to be a full and final disposition of the claims asserted against the Defendants in the Action and to fully, finally, and forever compromise, resolve, discharge, and settle all Released Plaintiff’s Claims as against the Released Defendant Persons and all Released Defendants’ Claims as against the Released Plaintiff Persons (as these terms are defined below), with each Party to bear their own costs except as otherwise provided for herein.

RECITALS

WHEREAS:

A. On November 14, 2020, the board of directors (the “Board”) of FBM, a Delaware corporation, approved and entered into the merger (the “Merger”) and related agreements (the “Merger Agreement”), pursuant to which FBM agreed to be acquired by ASP Flag, a subsidiary of American Securities LLC (“American Securities”), for \$19.25 per share in cash (the “Merger Consideration”). Following

² All capitalized terms herein shall, unless defined elsewhere in this Stipulation, have the meanings given to them in paragraph 1 below.

the November 14, 2020 Board meeting, Cypress provided written consent, granting stockholder approval of the Merger.

B. On November 15, 2020, FBM announced that it had entered into the Merger Agreement.

C. On December 4, 2020, FBM filed its Definitive Information Statement on Schedule 14C (the “Information Statement”) with the United States Securities and Exchange Commission.

D. On December 22, 2020, Plaintiff sent a letter to FBM demanding inspection of FBM’s books and records under 8 *Del. C.* § 220 (“Section 220”).

E. On January 1, 2021, Plaintiff filed a lawsuit in the Court, captioned *Firefighters’ Pension System of the City of Kansas City, Missouri Trust v. Foundation Building Materials, Inc.*, C.A. 2021-0001-JTL (Del. Ch.) (the “220 Action”), seeking to compel inspection of FBM’s books and records.

F. On January 29, 2021, the Merger closed.

G. Following discussions between Plaintiff’s Counsel and FBM’s then-counsel, Gibson, Dunn & Crutcher LLP (“Gibson Dunn”), FBM produced books and records for Plaintiff’s inspection. On June 7, 2022, the parties to the 220 Action stipulated to the dismissal of the 220 Action, which the Court granted on June 8, 2022.

H. On May 27, 2022, Plaintiff filed its Verified Stockholder Class Action Complaint against Defendants.³ Defendants moved to dismiss the complaint, and Plaintiff filed its Amended Verified Stockholder Class Action Complaint (the “Complaint”) on November 2, 2022. The Complaint alleged (i) in Count I that FBM, the Lone Star Defendants, Mendoza, the Special Committee Defendants, American Securities, and ASP Flag violated FBM stockholders’ appraisal rights under 8 *Del. C.* § 262; (ii) in Count II that the Lone Star Defendants and Mendoza breached their fiduciary duties to FBM’s stockholders in connection with the Merger; (iii) in Count III that the Special Committee Defendants breached their fiduciary duties to FBM’s stockholders in connection with the Merger; (iv) in Count IV that Evercore aided and abetted the Special Committee Defendants’ breaches of their fiduciary duties; (v) in Count V that RBC aided and abetted the Lone Star Defendants’ and Mendoza’s breaches of their fiduciary duties; and (vi) in Count VI that American Securities and ASP Flag aided and abetted the Lone Star Defendants’, Mendoza’s, and the Special Committee Defendants’ breaches of their fiduciary duties.

I. On November 18, 2022, Defendants filed motions to dismiss Plaintiff’s Complaint. Briefing on Defendants’ motions to dismiss was completed on May 12, 2023.

³ Cypress and Fund IX, together with Meyer, Colorado, Lewis, Hagin, and Harrell, constitute the “Lone Star Defendants”.

J. On December 19, 2023, the Court held a hearing on Defendants' motions to dismiss.

K. On May 31, 2024, the Court issued a memorandum opinion granting in-part and denying in-part the motions to dismiss.

L. On July 15, 2024, Defendants filed Answers to the Complaint.

M. Plaintiff and Defendants thereafter engaged in discovery, including by preparing, serving, and responding to requests for production of documents and interrogatories, serving subpoenas on third parties, negotiating privilege and production disputes, briefing and arguing a motion to compel against the Special Committee Defendants, taking and defending depositions, and engaging in various written and oral communications concerning the scope of discovery. As of the date of this Stipulation, Plaintiff has obtained and reviewed approximately 214,000 documents (approximately 1,280,000 pages) from Defendants and non-parties, including American Securities, Apollo Global Management, Inc. ("Apollo"), Beacon Roofing Supply, Inc. ("Beacon"), Clayton, Dubilier & Rice, LLC ("CD&R"), Gibson Dunn, Goldman Sachs & Co. LLC ("Goldman Sachs"), Hudson Advisors L.P. ("Hudson Advisors"), One Rock Capital Partners, LLC ("One Rock"), and Richards, Layton & Finger, P.A. ("Richards Layton"). Plaintiff also produced documents and responded to interrogatories from Defendants.

N. Between August 20, 2025 and September 18, 2025, Plaintiff took five depositions of Defendants and their representatives.

O. On September 5, 2025, Plaintiff and Defendants engaged in mediation before David M. Murphy of Phillips ADR (“Mr. Murphy”) following the exchange of mediation statements. The full-day mediation did not result in a settlement, but certain of the parties continued settlement discussions through Mr. Murphy over the next month as the Action progressed. On October 6, 2025, Plaintiff and Defendants other than the Lone Star Entity Defendants accepted a mediator’s proposal to settle Plaintiff’s claims against all parties except for the Lone Star Entity Defendants for a payment of \$17.8 million. On February 4, 2026, Plaintiff and the Lone Star Entity Defendants accepted a mediator’s proposal to settle Plaintiff’s claims against the Lone Star Entity Defendants for a payment of \$8.2 million.

P. This Stipulation is intended to fully, finally, and forever release, resolve, compromise, settle, and discharge the Released Plaintiff’s Claims against the Released Defendant Persons and the Released Defendants’ Claims against the Released Plaintiff Persons with prejudice.

Q. The entry by the Parties into this Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

R. Plaintiff continues to believe that its claims have legal merit, but also believes that the Settlement provides substantial and immediate benefits for the Settlement Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiff's Claims; (ii) the probability of success on the merits of the Released Plaintiff's Claims; (iii) the inherent problems of proof associated with, and possible defenses to, the Released Plaintiff's Claims; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Released Plaintiff's Claims through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Settlement Class to settle the Released Plaintiff's Claims on the terms set forth herein.

S. Based on Plaintiff's Counsel's review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, which has been ongoing since 2020, Plaintiff's Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Settlement Class. Based upon Plaintiff's Counsel's evaluation as well as Plaintiff's own evaluation, Plaintiff has determined that the Settlement is in the best interests of the Settlement Class and has agreed to the terms and conditions set forth herein.

T. The Defendants deny any and all allegations of wrongdoing, liability, breach of fiduciary duty, violations of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that the conduct of the Defendants was at all times proper, in compliance with applicable law, and in the best interests of FBM and its stockholders. The Defendants assert that, at all relevant times, each of the Defendants acted in good faith, and in a manner reasonably believed to be in the best interests of FBM and all of its stockholders. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of the Defendants with respect to any claim, any legal or factual allegation, any fault, any wrongdoing, any breach of duty, any liability, any harm or damage whatsoever, or any infirmity in the defenses that the Defendants have or could have asserted. The Defendants enter into this Stipulation solely because they consider it desirable that the Released Plaintiff's Claims be settled and dismissed with prejudice to (i) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation, and (ii) finally and forever put to rest, resolve, and terminate the Released Plaintiff's Claims.

U. The Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by the Defendants in good faith and further that the Settlement Amount to be paid, and the other terms of the Settlement as set forth

herein, were negotiated at arms' length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW THEREFORE, IT IS STIPULATED AND AGREED, by and among the Parties, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that (i) all Released Plaintiff's Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Defendant Persons, and (ii) all Released Defendants' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs as against all Released Plaintiff Persons, upon and subject to the following terms and conditions of the Settlement.

I. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and its Exhibits, shall have the meanings given to them below:

(a) "Account" means the account that is maintained by the Escrow Agent and into which the Settlement Amount shall be deposited. The funds deposited into the Account shall be invested in instruments backed by the full faith and credit of the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States

Government and the proceeds of these instruments shall be reinvested at their then-current market rates.

(b) “Administrative Costs” means all costs, fees, and expenses incurred by the Administrator and/or Plaintiff’s Counsel in providing notice of the Settlement to the Settlement Class, locating Settlement Class Members, administering the Settlement, distributing the Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering and carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Notice, reimbursements to nominee owners for forwarding the notice to their Eligible Beneficial Owners, the administrative expenses incurred and fees charged by the Administrator in connection with providing Notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

(c) “Administrator” means A.B. Data Ltd.

(d) “Closing” means the consummation of the Merger on January 29, 2021 pursuant to the Merger Agreement.

(e) “DTC Participants” means the participants of the Depository Trust Company (“DTC”) for whom Cede & Co., Inc. (“Cede”) as nominee for DTC, was the holder of record of FBM common stock at the time such shares were

converted into the right to receive the Merger Consideration pursuant to the terms of the Merger Agreement in connection with the Closing.

(f) “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 37 of this Stipulation have been met and have occurred or have been waived in writing.

(g) “Eligible Beneficial Owner” means the ultimate beneficial owner of any shares of FBM common stock held of record by Cede at the time such shares were converted into the right to receive the Merger Consideration pursuant to the Merger Agreement in connection with the Closing, provided that no Excluded Person may be an Eligible Beneficial Owner.

(h) “Eligible Record Holder” means the record holder of any shares of FBM common stock, other than Cede, at the time such shares were converted into the right to receive the Merger Consideration pursuant to the Merger Agreement in connection with the Closing, provided that no Excluded Person may be an Eligible Record Owner.

(i) “Escrow Agent” means The Huntington National Bank.

(j) “Excluded Persons” means (i) Defendants, (ii) members of the Immediate Family of any individual Defendant, (iii) any trust that any Defendant or member of the Immediate Family of any individual Defendant is the beneficiary of, (iv) any entity in which any Defendant or member of the Immediate Family of any

individual Defendant, has a controlling interest, and (v) the heirs, successors, or assigns of any such excluded persons and entities.

(k) “Fee and Expense Award” means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court, and in full satisfaction of all claims for attorneys’ fees and any other expenses or costs that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel, or any Settlement Class Member in connection with the Released Plaintiff’s Claims and the Settlement. Plaintiff may petition the Court for an incentive award (the “Incentive Award”) to be paid solely from any Fee and Expense Award.

(l) “Final,” when referring to any judgment or order entered by the Court, means the later of (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment, or (ii) if any appeal or application for reconsideration, reargument, or rehearing is filed and not dismissed or withdrawn, issuance of a decision upholding the judgment or order in all material respects, which is no longer subject to appeal, reconsideration, reargument, or rehearing, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the judgment or order; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award, or to the allocation or

distribution of the Net Settlement Fund (including the Plan of Allocation), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of the Judgment.

(m) “Immediate Family” means an individual’s spouse, parents, siblings, or children, and includes step and adoptive relationships. As used in this Paragraph, “spouse” shall mean a husband, wife, or partner in a state-recognized domestic relationship or civil union.

(n) “Initial Settlement Amount” means the sum of one million four hundred and sixty thousand United States dollars and zero cents (\$1,460,000.00).

(o) “Insurance Carriers” means each and every insurance company underwriting any general partner liability, private fund management liability, D&O liability, or similar management or fiduciary liability insurance policies issued to, or for the benefit of, FBM, the Lone Star Entity Defendants, or Hudson Advisors L.P., for any policy period pursuant to which coverage may be available with respect to the claims asserted in this Action.

(p) “Judgment” means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C hereto.

(q) “Lone Star Entity Defendants” means LSF9 Cypress Parent 2 LLC and Lone Star Fund IX (U.S.), L.P., any of their parents, subsidiaries,

predecessors, successors, or assigns, and any of the foregoing's current or former (i) limited partners, general partners, stockholders and (ii) officers, directors, executives, employees, principals, members and managers as well as their administrators, heirs, executors, trustees, trusts, estates, or legal representatives.

(r) "Net Settlement Fund" means the Settlement Fund as defined herein less (i) any Fee and Expense Award, and interest thereon, including any Incentive Award to Plaintiff to be deducted solely from any award of attorneys' fees and expenses to Plaintiff's Counsel; (ii) Administrative Costs; (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions.

(s) "Notice" means the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), substantially in the form attached hereto as Exhibit B.

(t) "Person" means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity.

(u) "Plan of Allocation" means the manner in which the Net Settlement Fund will be distributed, as set forth in Section III and the Notice or as otherwise approved by the Court.

(v) “Plaintiff’s Counsel” means the law firms of Kessler, Topaz, Meltzer & Check, LLP and Prickett, Jones & Elliott, P.A.

(w) “Releases” means the releases set forth in Paragraphs 3-4 of this Stipulation.

(x) “Released Claims” means the Released Plaintiff’s Claims and the Released Defendants’ Claims, collectively or individually.

(y) “Released Defendants’ Claims” means, as against the Released Plaintiff Persons, any and all claims, complaints, liabilities, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by the Defendants in the Action or the 220 Action, or in any court, tribunal, forum, or proceeding, which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action or the 220 Action; provided, however, that the Released Defendants’ Claims shall not include (i) any claims to enforce this Stipulation or (ii) any claims to enforce the Judgment or any other Final order or judgment entered by the Court.

(z) “Released Defendant Persons” means the Defendants, as well as any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, committees, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants,

investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, Immediate Family members, beneficiaries, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, and reinsurers, and any entity under their control.

(aa) “Released Plaintiff’s Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, local, statutory, regulatory, foreign, or other law or rule, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiff or any other Settlement Class Member, individually, on behalf of the Settlement Class, or on behalf of the Company (i) alleged, asserted, set forth, or claimed in the Action or the 220 Action, or (ii) could have alleged, asserted, set forth, or claimed in the Action or the 220 Action or in any other action, suit, or proceeding of any kind or nature whatsoever, whether in court, before a tribunal, or otherwise that (a) in full or in part, concern, relate to, arise out of, or are in any way connected to the claims, allegations, transactions, facts, subjects, topics, issues, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred

to, or involved in the Action or the 220 Action, or (b) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of FBM common stock during the Settlement Class Period, including, but not limited to, any claims related to (1) the Merger, (2) the Merger Agreement, (3) the Information Statement, or (4) any other disclosures relating to or concerning the Merger or the Company; provided, however, that the Released Plaintiff's Claims shall not include any claim to enforce the Stipulation or Judgment as to the Defendants.

(bb) "Released Plaintiff Persons" means Plaintiff, all other Settlement Class Members, Plaintiff's Counsel, as well as any and all of their respective current and former directors, officers, employees, attorneys, advisors, consultants, accountants, and beneficiaries and any of their estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, or assigns, insurers, and reinsurers, and any entity under their control.

(cc) "Remaining Settlement Amount" means the sum of twenty-four million five hundred and forty thousand United States dollars and zero cents (\$24,540,000.00).

(dd) "Scheduling Order" means the scheduling order to be entered pursuant to Court of Chancery Rule 23, substantially in the form attached hereto as Exhibit A.

(ee) “Settlement Amount” means the sum of twenty-six million United States dollars and zero cents (\$26,000,000.00).

(ff) “Settlement Class” means a non-opt-out class for settlement purposes only and pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of all record and beneficial holders of FBM common stock who purchased, acquired, or held such securities at any time during the Settlement Class Period, but excluding the Excluded Persons.

(gg) “Settlement Class Member” means a member of the Settlement Class.

(hh) “Settlement Class Period” means November 15, 2020, the date of the announcement of the Merger, through and including January 29, 2021, the date of the Closing.

(ii) “Settlement Fund” means the Settlement Amount plus any and all interest earned thereon.

(jj) “Settlement Hearing” means the hearing to be held by the Court under Court of Chancery Rule 23 to consider, among other things: (i) whether to finally certify the Settlement Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) whether the proposed Settlement should be approved as fair, reasonable, and in the best interests of the Settlement Class; (iii) whether the Releases provided under this Stipulation should

be granted; (iv) whether the Judgment approving the Settlement should be entered; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) whether and in what amount any Fee and Expense Award should be paid to Plaintiff's Counsel out of the Settlement Fund; (vii) any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for a Fee and Expense Award; and (viii) any other matters that may properly be brought before the Court in connection with the Settlement.

(kk) "Settlement Payment Recipients" means all Eligible Record Holders and all Eligible Beneficial Holders.

(ll) "Taxes" means all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund.

(mm) "Tax Expenses" means the expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of tax returns and related documents, including expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in Section III.

(nn) "Unknown Claims" means (i) any Released Plaintiff's Claims that Plaintiff or any other Settlement Class Member does not know or suspect to

exist in his, her, or its favor at the time of the release of the Released Defendant Persons, and (ii) any Released Defendants' Claims that any Defendant does not know or suspect to exist in his or its favor at the time of the release of Released Plaintiff Persons, including, in both (i) and (ii), without limitation, those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, the Parties shall expressly, and by operation of the Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties acknowledge, and all Settlement Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties and the Settlement Class Members

(by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different evidence or facts. The Parties acknowledge, and the Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definitions of “Released Plaintiff’s Claims” and “Released Defendants’ Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into this Stipulation.

II. RELEASE OF CLAIMS

2. The obligations incurred pursuant to this Stipulation are in consideration of (a) the full and final disposition of the claims asserted against the Defendants in the Action, and (b) the Releases provided for under this Stipulation. Upon entry of the Judgment approving the Settlement as between the Parties, the Action shall be dismissed with prejudice against the Defendants. The foregoing dismissals are without fees, costs, or expenses, except as expressly provided in this Stipulation. Nothing in this Stipulation, the Judgment, or the Settlement shall affect the Defendants’ entitlement to advancement or indemnification incurred in connection with the Action or the Settlement, including without limitation any right to advancement or indemnification with respect to further discovery in the Action,

and/or any claim that any Defendant may have against their respective insurers, co-insurers, or reinsurers, including, but not limited to, the Insurance Carriers.

3. Upon the Effective Date, the Released Plaintiff Persons shall have fully, finally, and forever released, settled, and discharged the Released Defendant Persons from and with respect to every one of the Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Plaintiff's Claims against any of the Released Defendant Persons.

4. Upon the Effective Date, the Released Defendant Persons shall have fully, finally, and forever released, settled, and discharged the Released Plaintiff Persons from and with respect to every one of Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Defendants' Claims against any of the Released Plaintiff Persons.

5. The Judgment shall contain a bar order ("Bar Order") in the following form:

Upon the Effective Date, any claims (i) against any of the Released Defendant Parties, or (ii) by any of the Released Defendant Parties against any other Person, in which the injury claimed is the claimant's actual or threatened liability to Plaintiff or any other Class Member, arising out of or relating to the Released Claims, the Action, the 220 Action, or the payment of the Settlement Amount, including without limitation any claims for contribution in accordance with 10 *Del. C.* § 6304 and any similar laws and statutes, are hereby barred; *provided*,

however, that any claims by a Defendant for advancement, indemnification, and insurance arising out of or relating to the Action shall not be barred.

This language is intended to preclude any liability of any of the Released Defendant Parties to any joint tortfeasors for contribution or any other claim based on the theory that the Released Defendant Parties are joint tortfeasors in connection with the Released Claims, the Action, or the 220 Action.

III. SETTLEMENT CONSIDERATION

A. The Settlement Fund

5. In consideration for the full and final release, settlement, dismissal, and discharge of the Released Plaintiff's Claims and the Released Defendants' Claims, the Parties have agreed as follows:

(a) The Company shall pay or shall cause its Insurance Carriers to pay, \$1,000,000.00 of the Initial Settlement Amount and the Lone Star Entity Defendants shall pay or cause their Insurance Carriers to pay \$460,000.00 of the Initial Settlement Amount into the Account within twenty-one (21) calendar days after: (i) the Court's entry of the Scheduling Order; and (ii) Plaintiffs' Counsel's delivery to Defendants' counsel of complete wire or ACH payment instructions provided on the letterhead of the Account's financial institution, including or attaching a signed IRS Form W-9 reflecting a valid taxpayer identification number for the Account, telephone and email contact information of a person with

knowledge who verbally can confirm the wiring instructions, a physical address for the designated recipient of the payment, and any other information reasonably requested to effectuate payment into the Account.

(b) The Company shall pay or shall cause its Insurance Carriers to pay \$16,800,000.00 of the Remaining Settlement Amount and the Lone Star Entity Defendants shall pay or cause their Insurance Carriers to pay \$7,740,000.00 of the Remaining Settlement Amount into the Account within twenty-one (21) calendar days of: (i) the Court entering the Judgment; and (ii) receipt by Defendants' counsel of complete wire or ACH payment instructions provided on the letterhead of the Account's financial institution, including or attaching a signed IRS Form W-9 reflecting a valid taxpayer identification number for the Account, telephone and email contact information of a person with knowledge who verbally can confirm the wiring instructions, and a physical address for the designated recipient of the payment, and any other information reasonably requested to effectuate payment into the Account.

(c) Other than the Company's and Lone Star Entity Defendants' obligations to pay or cause the payment of their respective portions of the Settlement Amount in accordance with the terms of this Paragraph 5, the Company, the Lone Star Entity Defendants, the other Defendants, and all of the other Released Defendant Persons shall have no obligation whatsoever with respect to any payments

into the Account or to Plaintiff, Plaintiff's Counsel, the Settlement Class, any Settlement Class Member, or any other Person, under this Stipulation or as part of the Settlement.

(d) All funds held in the Account shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court, except as provided in Paragraph 5(f) below.

(e) The Settlement Fund shall be administered by the Administrator and the Escrow Agent and shall be used: (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award, and interest thereon, including any Incentive Award to Plaintiff to be deducted solely from any Fee and Expense Award to Plaintiff's Counsel; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Settlement Payment Recipients as provided in Section III.B herein and the Plan of Allocation as approved by the Court.

(f) Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund, without order of the Court, all reasonable Administrative Costs actually incurred in connection with providing Notice. In the event that the Settlement does not become Final, Administrative Costs paid out of the Settlement Fund shall not be returned or

repaid to any Person or entity who or which funded the Settlement Fund and neither the Settlement Administrator, Plaintiff, nor Plaintiff's Counsel shall have an obligation or liability to return, refund, or repay such Administrative Costs and any amounts remaining from the Initial Settlement Amount shall be returned to the Company and Lone Star Entity Defendants in proportion to the amount each paid to fund the Initial Settlement Amount. After the Effective Date, Administrative Costs may be paid as incurred pursuant to an administrative order by the Court.

(g) For the avoidance of doubt: (i) neither Plaintiff, Settlement Class Members, nor Plaintiff's Counsel shall seek any monetary relief as a condition of the Settlement other than payment of the Settlement Amount in accordance with this Paragraph 5; and (ii) the Released Defendant Persons shall have no liability or responsibility whatsoever in connection with the Settlement, the Settlement Fund, the investment or distribution of the Settlement Fund, the Net Settlement Fund, the administration or calculation of any payment from the Net Settlement Fund, the Plan of Allocation, Administrative Costs, Taxes, Tax Expenses, acts or omissions of the Administrator or the Escrow Agent, or the Action, except as specifically set forth herein.

B. Distribution of the Settlement Fund

6. Subject to the approval of the Court, Plaintiff shall retain the Administrator to oversee the administration of the Settlement and distribution of the Settlement Fund.

7. As soon as practicable after the Effective Date, the Administrator shall distribute the Net Settlement Fund to the Settlement Payment Recipients as set forth in this Section III.B or as otherwise approved by the Court.

8. The Net Settlement Fund will be allocated and distributed on a per-share basis among the Settlement Payment Recipients (the “Initial Distribution”). Each Settlement Payment Recipient will receive a pro rata payment from the Net Settlement Fund equal to the product of (i) the number of “Eligible Shares” held by the Settlement Payment Recipient, where Eligible Shares are shares held by the Settlement Payment Recipient at the Closing and for which the Settlement Payment Recipient received or was entitled to receive the Merger Consideration, and (ii) the “Per-Share Recovery” for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares. The Net Settlement Fund will be paid to the holders of FBM common stock who were paid or entitled to be paid the Merger Consideration because their shares were converted into the right to receive Merger Consideration pursuant to the terms of the Merger Agreement at the Closing, other than Excluded Persons.

9. No later than fifteen (15) business days after execution of this Stipulation, FBM shall use commercially reasonable efforts to provide to the Administrator a copy of FBM's list of stockholders of record used by FBM to distribute the Merger Consideration and any additional information necessary to identify all record holders of FBM common stock who received or were entitled to receive the Merger Consideration in exchange for their shares of FBM common stock pursuant to the Merger Agreement at the time of the Closing, the number of shares as to which each record holder received payment (and/or the amount of consideration each record holder received), and the correct address or other contact information used to communicate with the appropriate representatives of each record holder that received Merger Consideration (collectively, the "Record Holder Information").

10. The Administrator shall promptly obtain from DTC a copy of the allocation report or any similar document or data used by DTC to distribute the Merger Consideration and any additional information necessary to identify all DTC Participants who received Merger Consideration in exchange for FBM common stock pursuant to the Merger Agreement at the time of the Closing, the number of shares for which each DTC Participant received payment (and/or the amount of consideration each DTC Participant received), and the correct address or other contact information used to communicate with the appropriate representatives of

each DTC Participant that received Merger Consideration (collectively, the “DTC Information”).

11. FBM and FBM’s counsel shall make commercially reasonable efforts to cooperate with Plaintiff’s Counsel and the Administrator as reasonably necessary to cause DTC to provide the DTC Information. The Administrator and, to the extent they obtain access to the DTC Information and the Record Holder Information, Plaintiff’s Counsel, shall use the DTC Information and the Record Holder Information solely for the purpose of administering the Settlement as set forth in this Stipulation, and not for any other purpose, and shall not disclose the DTC Information or the Record Holder Information to any other party except as necessary to administer the Settlement or as required by law.

12. With respect to FBM common stock held of record at the Closing by DTC through its nominee Cede, provided that the Administrator first receives the necessary DTC Information, the Administrator shall cause the relevant portion of the Net Settlement Fund to be allocated to Eligible Beneficial Owners who held their shares through DTC Participants by first distributing that portion of the Net Settlement Fund among the DTC Participants by paying each DTC Participant the Per-Share Recovery times its respective Closing Security Position (defined below). For each DTC Participant, the “Closing Security Position” means the number of shares of FBM common stock reflected on the DTC allocation report used by DTC

to pay the Merger Consideration, less any shares that were held by an Excluded Person at the time of the Closing. The Administrator shall further take all appropriate steps to instruct DTC Participants to distribute the portion of the Net Settlement Fund that they receive to the Eligible Beneficial Holders on a pro rata basis in accordance with each Eligible Beneficial Owner's "Closing Beneficial Ownership Position," which means, for each Eligible Beneficial Owner, the number of shares of FBM common stock beneficially owned by such Eligible Beneficial Owner as of closing, for which the Eligible Beneficial Owner received payment of the Merger Consideration, in a similar manner to that in which the DTC Participants paid the Merger Consideration in connection with the Merger.

13. No later than twenty (20) business days after execution of this Stipulation, the Defendants shall use commercially reasonable efforts to provide to Plaintiff's Counsel and the Administrator necessary information from the Excluded Persons and, as applicable, the relevant DTC Participants in an effort to ensure that no portion of the Net Settlement Fund is distributed to any Excluded Person, including information sufficient (a) to identify the number of shares of FBM common stock beneficially owned by each Excluded Person as of closing, (b) to identify the DTC Participant or non-Cede record holder through which such shares were held as of closing, and (c) to enable any relevant DTC Participant to identify and exclude from payment all shares of FBM common stock beneficially owned by

each Excluded Person, including by account number, as of closing (collectively, the “Excluded Person Information”).

14. With respect to FBM common stock held of record at the closing of the Merger other than by Cede, as nominee for DTC (a “Closing Non-Cede Record Position”), provided that the Administrator first receives the necessary Record Holder Information, the Administrator will distribute the pro rata amount of the Net Settlement Fund attributable to the Eligible Record Holders by paying directly to each Eligible Record Holder an amount equal to the Per-Share Recovery times the number of shares of FBM common stock comprising such Closing Non-Cede Record Position.

15. If there is any balance remaining in the Net Settlement Fund six (6) months after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Administrator shall, if feasible, distribute such balance among the Settlement Payment Recipients who received and deposited the initial distribution, in the same manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff’s Counsel may file a motion for an administrative order instructing the Administrator to distribute

any balance which still remains in the Net Settlement Fund, after provision for all anticipated expenses, to the Delaware Combined Campaign for Justice.

16. The Net Settlement Fund shall be distributed to eligible Settlement Class Members only after the Effective Date of the Settlement and after all Administrative Costs, all Taxes and Tax Expenses, and any Fee and Expense Award and interest thereon, including any Incentive Award to Plaintiff, have been paid from the Settlement Fund or reserved.

17. Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Settlement Class Members. Plaintiff and the Released Defendant Persons shall have no liability whatsoever for the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; the calculation or distribution of any payment from the Settlement Fund or Net Settlement Fund; the performance or nonperformance of the Administrator, Escrow Agent, any DTC Participants, or any nominee holding shares on behalf of a Settlement Class Member; the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

18. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, the Released Defendant Persons and any other person or entity

who or which paid any portion of the Settlement Amount, including the Insurance Carriers, shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Settlement Class Members or the failure of Settlement Payment Recipients to deposit settlement funds distributed by the Administrator.

19. The Plan of Allocation proposed in this Stipulation is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. No Party can cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. The Defendants shall not have any involvement with the Plan of Allocation or any other plan of allocation in this Action except as explicitly provided herein.

20. All proceedings with respect to the administration of the Settlement and distribution pursuant to the proposed Plan of Allocation or other such plan of allocation as may be approved by the Court shall be subject to the exclusive jurisdiction of the Court.

21. The Defendants shall have no input, responsibility, or liability for any claims, payments, or determinations by the Administrator concerning the

distribution of the Settlement Fund, except to provide information as required in Paragraphs 9, 11, and 13.

C. The Escrow Agent

22. The Escrow Agent shall invest the Settlement Fund, deposited pursuant to Section III.B above, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government, and shall reinvest the proceeds of these instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Amount.

23. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the written agreement of counsel for Plaintiff and the Defendants.

24. Subject to further order and/or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Settlement Class as are consistent with the terms of this Stipulation.

IV. ATTORNEYS' FEES AND LITIGATION EXPENSES

25. Plaintiff's Counsel will apply for a Fee and Expense Award in an aggregate amount not to exceed an attorneys' fee award of 25% of the Settlement Amount plus reimbursement of costs and expenses incurred in connection with the

Action (the “Fee Application”), which application will be wholly inclusive of any request for attorneys’ fees and expenses on behalf of any Settlement Class Member or his, her, or its counsel in connection with the Settlement. In connection with Plaintiff’s Counsel’s Fee Application, Plaintiff may petition the Court for an Incentive Award to be paid solely from any award of attorneys’ fees to Plaintiff’s Counsel.

26. Any Fee and Expense Award (inclusive of any Incentive Award) shall be paid out of, and not be in addition to, the Settlement Fund.

27. The Fee and Expense Award (inclusive of any Incentive Award) shall be payable to Plaintiff’s Counsel (and Plaintiff) from the Settlement Fund immediately upon entry of an order by the Court granting the Fee and Expense Award and payment of the Remaining Settlement Amount into the Account in accordance with Paragraph 5 above. In the event that (i) the Effective Date does not occur, (ii) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, (iii) the Settlement otherwise does not become Final for any reason, or (iv) the Fee and Expense Award or Incentive Award is disapproved, reduced, reversed, or otherwise modified, as a result of any further proceedings, including any successful collateral attack, then Plaintiff’s Counsel and Plaintiff shall, within twenty-one (21) calendar days after Plaintiff’s Counsel receives notice of any such failure of the Effective Date to occur, termination of this Stipulation, failure of the

Settlement to become Final, or disapproval, reduction, reversal, or other modification of the Fee and Expense Award or Incentive Award, return to the Account, as applicable, either the entirety of the Fee and Expense Award or Incentive Award, or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award or the Incentive Award, and any attorneys' fees and expenses or any incentive award ultimately and finally awarded on appeal, further proceedings on remand, or otherwise. For the avoidance of doubt, no Court order or reversal on appeal of any order concerning the Fee and Expense Award or the Incentive Award shall operate to terminate or cancel this Stipulation and/or the Settlement, or constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

28. The disposition of the Fee Application is not a material term of this Stipulation, and it is not a condition of this Stipulation and/or the Settlement that such application be granted or that any Fee and Expense Award or Incentive Award be made. The Fee Application may be considered separately from the proposed Stipulation and/or Settlement.

29. Plaintiff's Counsel warrants that no portion of any Fee and Expense Award shall be paid to Plaintiff or any Settlement Class Member, except as approved by the Court.

30. The Released Defendant Persons shall have no input into, or responsibility or liability for, the allocation by Plaintiff's Counsel of any Fee and Expense Award.

V. SETTLEMENT CLASS CERTIFICATION

31. Solely for the purposes of the Settlement and for no other purpose, the Parties agree to: (a) certification of the Settlement Class as a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) appointment of Plaintiff as Settlement Class representative for the Settlement Class; and (c) appointment of Plaintiff's Counsel as counsel for the Settlement Class.

32. In the event that the Settlement or this Stipulation is terminated pursuant to its terms or the Effective Date fails to occur, the certification of the Settlement Class shall be deemed vacated and the Parties shall proceed as though the Settlement Class had never been certified.

VI. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

33. As soon as practicable after this Stipulation has been executed, Plaintiff and the Defendants shall jointly apply to the Court for entry of the Scheduling Order substantially in the form attached hereto as Exhibit A, providing for, among other things: (a) the dissemination of the Notice; and (b) the scheduling of the Settlement Hearing to consider, among other things: (i) the proposed Settlement; (ii) the joint request of the Parties that the Judgment be entered in all

material respects in the form attached hereto as Exhibit C; (iii) Plaintiff's Counsel's Fee Application; and (iv) any objections to any of the foregoing. The Parties agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

34. The Parties and their attorneys agree to use their individual and collective best efforts to obtain Court approval of the Stipulation. The Parties and their attorneys further agree to use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Stipulation provided for hereunder and the entry of the Judgment. The Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation, to jointly request at the Settlement Hearing that the Judgment be entered, and to take all reasonable and appropriate steps to obtain a Judgment in all material respects in the form attached hereto as Exhibit C.

35. The Parties hereby agree to file no further actions asserting any Released Claims and not to initiate any other proceedings against each other except for those incident to and in furtherance of the Settlement, pending occurrence of the Effective Date.

36. The Parties agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any Settlement Class Member, in any other proceedings against any of the Released Defendant Persons that challenge the Settlement or otherwise assert or involve, directly or indirectly, a Released Plaintiff's Claim against any of the Released Defendant Persons.

VII. CONDITIONS OF SETTLEMENT

37. The Effective Date of the Settlement shall be deemed to occur on the occurrence or written waiver of all of the following events, which events the Parties shall use their best efforts to achieve:

(a) the entry of the Scheduling Order in all material respects in the form attached hereto as Exhibit A;

(b) the certification of the Settlement Class as a non-opt-out settlement class;

(c) the payment in full of the Settlement Amount into the Account in accordance with Paragraph 5;

(d) the entry of the Judgment in all material respects in the form attached hereto as Exhibit C, including the Releases and the Bar Order in the form set out in this Stipulation and dismissal of the Action with prejudice as to the Defendants without the award of any damages, costs, or fees and expense, except as provided for in this Stipulation; and

(e) the Judgment becoming Final.

VIII. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

38. The Defendants (provided the Defendants unanimously agree amongst themselves) or Plaintiff shall have the right (but not the obligation) to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other Parties within thirty (30) calendar days of: (a) the Court's declining to enter the Scheduling Order in any material respect; (b) the Court's declining to enter the Judgment approving the Settlement, in any material respect; (c) modification or reversal of the Judgment approving the Settlement, in any material respect on or following reargument, reconsideration, rehearing, appellate review, remand, collateral attack, or other proceedings; or (d) failure to satisfy any of the other conditions of Section VII.

39. Neither modification, rejection of, nor a reversal on appeal of any Fee and Expense Award, any Incentive Award, or the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation, shall operate to terminate or cancel this Stipulation and/or the Settlement, or shall constitute grounds for termination or cancellation of this Stipulation and/or the Settlement. For the avoidance of doubt, the Parties stipulate and agree that any change to the scope or substance of the Releases provided for in this Stipulation and the Settlement would

constitute a material change that gives rise to each of the Parties' rights to terminate this Stipulation and the Settlement in accordance with this Paragraph 39.

40. If (a) the Effective Date does not occur, (b) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, or (c) the Settlement otherwise does not become Final for any reason, then (i) the Settlement and this Stipulation (other than Sections VIII-IX) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in the Action with respect to the Parties shall revert to their status as of immediately prior to the Parties' agreement in principle to settle the Action on February 4, 2026, and no materials created by or received from any Party that were used in, obtained during, or related to the Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing Person, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation; (vi) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Section and Section IX) had not been entered into by the Parties; and (vii) both the

Settlement Fund (including any accrued interest thereon in the Account (less any Administrative Costs and Taxes and Tax Expenses actually incurred and paid or payable), and any Fee and Expense Award, Incentive Award or portion thereof required to be returned to the Account by Plaintiff's Counsel or Plaintiff pursuant to Paragraph 27, shall be refunded by the Escrow Agent, within twenty-one (21) calendar days after such cancellation or termination, directly to the Persons who made payments pursuant to Paragraph 5 in amounts set forth by FBM's counsel to the Escrow Agent.

IX. NO ADMISSION OF LIABILITY

41. It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by the Defendants or any of the other Released Defendant Persons as to (i) the truth of any fact alleged by Plaintiff, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action, the 220 Action, or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action, the 220 Action, or in any other litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies.

42. The Parties further mutually covenant that neither this Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is

evidence of, or an admission or concession by Plaintiff, any Settlement Class Member, any Released Plaintiff Persons, the Defendants, or any of the Released Defendant Persons of, any fault, liability, or wrongdoing whatsoever, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, any terms of this Stipulation, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein, (a) shall (i) be argued to be, used, construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, act, or omission on the part of any of the Released Defendant Persons or Released Plaintiff Persons, or of any infirmity of any defense, or of any damage to Plaintiff or any other Settlement Class Member, or any lack of merit of any claim, or lack of damages to Plaintiff or any other Settlement Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Persons or Released Plaintiff Persons concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Persons or Released Plaintiff Persons, or any injury or damages to any person or entity, or (b) shall otherwise be admissible, referred to, or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that any of the Released Defendant Persons or

Released Plaintiff Persons may file this Stipulation and/or the Judgment in any action that has been or may be brought against them in order to consummate or enforce the Settlement and Judgment or support a claim or defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to secure any insurance rights or proceeds of any of the Released Defendant Persons or Released Plaintiff Persons or as otherwise required by law.

X. MISCELLANEOUS PROVISIONS

43. Plaintiff and the Defendants represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, with the assistance of Mr. Murphy as mediator, and reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and consultation with experienced legal counsel.

44. All of the Exhibits attached to this Stipulation are material and integral parts of the Stipulation and shall be incorporated by reference as though fully set forth herein, provided, however, that if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit hereto, the terms of this Stipulation shall prevail.

45. This Stipulation and the Exhibits constitute the entire agreement between Plaintiff, on the one hand, and the Defendants, on the other hand, and supersede any prior agreements among Plaintiff, on the one hand, and the Defendants, on the other hand, with respect to the Settlement. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

46. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Persons, the Released Plaintiff Persons (including the Settlement Class Members), and the respective legal representatives, heirs, executors, administrators, transferees, successors, and assigns of all such foregoing Persons and entities, including, without limitation, any corporation, partnership, or other entity into or with which any of the foregoing may merge, consolidate, or reorganize.

47. This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by written instrument signed by all of the Parties (or their successors-in-interest).

48. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall

have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party. The waiver by any Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Party from seeking to remedy a breach and enforce the terms of this Stipulation.

49. Plaintiff represents and warrants that Plaintiff is a member of the proposed Settlement Class and that none of Plaintiff's claims or causes of action referred to in this Stipulation has been assigned, encumbered, or otherwise transferred in whole or in part.

50. Each Party represents and warrants that the Party has investigated the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, and has been advised by counsel, as the Party deems necessary and advisable.

51. Each counsel signing this Stipulation warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her client(s).

52. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

53. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any portion of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

54. Without further Order of the Court, Plaintiff and the Defendants may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

55. To the extent permitted by law, all agreements made and orders entered during the course of the Action related to the confidentiality of documents or information shall survive this Stipulation.

56. This Stipulation may be executed in counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement.

57. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

58. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or Settlement, whether in contract, tort, or

otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

59. The consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for an award of attorneys' fees and expenses to Plaintiff's Counsel and enforcing the terms of this Stipulation.

60. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court.

61. Plaintiff and the Defendants agree that, in the event of any breach of this Stipulation, all of Plaintiff's and the Defendants' rights and remedies at law, equity, or otherwise are expressly reserved.

62. Whether or not this Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Parties and their respective counsel shall use their best efforts to keep all negotiations and drafts of this Stipulation confidential, except as may be reasonably necessary to provide notice of the Settlement to the Settlement Class or present the Settlement to the Court for approval.

63. The Parties and their respective counsel shall not make any (i) disparaging statements to members of the press or in social media posts about each other concerning or related to the Action or the allegations, transactions, acts, facts,

events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to in the Action; (ii) accusations to members of the press or in social media posts of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action; and (iii) shall not otherwise suggest to members of the press or in social media posts that the Settlement constitutes an admission of any claim or defense alleged.

64. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by Plaintiff, the Defendants, or their respective counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of April 10, 2026.

Dated: April 10, 2026

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