

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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): March 16, 2026

FORTUNE BRANDS INNOVATIONS, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-35166
(Commission
File Number)

62-1411546
(IRS Employer
Identification No.)

**1 Horizon Way
Building N
Deerfield, Illinois**
(Address of Principal Executive Offices)

60015-3888
(Zip Code)

Registrant's Telephone Number, Including Area Code: 847 484-4400

(Former Name or Former Address, if Changed Since Last Report)

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(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	FBIN	New York Stock Exchange

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 March 16, 2026, Fortune Brands Innovations, Inc. (the “Company”) entered into a Cooperation Agreement (the “Cooperation Agreement”) with Garden Investment Management, L.P. (“GI”).

Pursuant to the Cooperation Agreement, the Board of Directors of the Company (the “Board”) has appointed Ed Garden (the “New Director”) as a Class I director, effective March 16, 2026, with an initial term expiring at the Company’s 2027 annual meeting of stockholders (the “2027 Annual Meeting”). The New Director will join the Nominating and Governance Committee and the Compensation Committee of the Board. Under the terms of the Cooperation Agreement, GI has agreed to abide by customary standstill restrictions (subject to certain exceptions set forth therein) from the date of the Agreement until the earlier to occur of (a) the Company’s delivery of a slate notice that does not state that the New Director will be included on the Company’s slate of nominees for the 2027 Annual Meeting, (b) the date that is 45 days prior to the advance notice deadline for stockholders to submit non proxy access stockholder director nominations under the Company’s bylaws for the 2027 Annual Meeting (the “2027 Nomination Window”) and (c) the date that the New Director ceases to be a member of the Board (such period, the “Standstill Period”). However, to the extent the Mr. Garden resigns from the Board, certain standstill restrictions will remain in place, including those restrictions that prohibit running a proxy contest, engaging in any “withhold” or similar campaign, accumulating shares of the Company above 9.9% and making an extraordinary proposal until the 2027 Nomination Window.

Under the Cooperation Agreement, GI has also agreed to withdraw its nominees for the Company’s 2026 annual meeting of stockholders (the “2026 Annual Meeting”) and to abide by mutual non-disparagement provisions and certain voting commitments with respect to the 2026 Annual Meeting, including (subject to the terms set forth in the Cooperation Agreement) supporting each director nominated and recommended by the Board for election.

The Cooperation Agreement further provides that, if Mr. Garden is unable to serve due to death, disability or incapacity before the 2026 Annual Meeting, the Company and GI will cooperate to identify and mutually agree to a replacement director for Mr. Garden, subject to GI maintaining a “net long position” (as defined in Rule 14e-4 under the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”) at or above 2% of the outstanding shares of the Company’s common stock.

Pursuant to the Cooperation Agreement, the Company has agreed to seek stockholder approval, at the 2026 Annual Meeting, to amend the Company’s Amended & Restated Certificate of Incorporation to provide for the phased-in declassification of the Board.

The foregoing description is qualified in its entirety by reference to the Cooperation Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 5.02 by reference.

Pursuant to the Cooperation Agreement, effective as of March 16, 2026, the New Director was appointed to the Board, with an initial term expiring at the 2027 Annual Meeting. The Board has affirmatively determined that the New Director is “independent” under the rules of the New York Stock Exchange and the rules and regulations of the Exchange Act.

There are no arrangements or understandings between the New Director and any other person pursuant to which the New Director was appointed as a director other than with respect to the matters referred to in Item 1.01. There are no family relationships between the New Director and any director or executive officer and there are no transactions in which any of the New Director has or will have an interest that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K under the Exchange Act. The New Director will participate in the compensation program for non-employee directors described in the Company’s Definitive Proxy Statement filed with the Securities and Exchange Commission on March 31, 2025.

Item 7.01. Regulation FD Disclosure.

On March 16, 2026, the Company issued a press release announcing the Company's entry into the Cooperation Agreement and related matters described in Item 1.01. A copy of the press release is attached as Exhibit 99.1.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1, shall not be deemed to be "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities under that section and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933 or the Exchange Act.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Cooperation Agreement, dated as of March 16, 2026, by and between the Company and Garden Investment Management, L.P.
99.1	Press release issued by the Company on March 16, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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.

Date: March 16, 2026

FORTUNE BRANDS INNOVATIONS, INC.
(Registrant)

By: /s/ Hiranda Donoghue
Name: Hiranda Donoghue
Title: EVP, Chief Legal Officer and Corporate Secretary

COOPERATION AGREEMENT

This Cooperation Agreement, dated as of March 16, 2026 (this "Agreement"), is by and between Fortune Brands Innovations, Inc. (the "Company") and Garden Investment Management, L.P. ("GI").

WHEREAS, on the date hereof, GI and its Affiliates (as defined below) have a combined beneficial and economic ownership interest in or exposure to 3,527,608 shares of common stock of the Company, par value \$0.01 per share (the "Common Stock"); and

WHEREAS, the Company and GI have engaged constructively on certain matters relating to the Company's business and have mutually determined to reflect their agreements on matters relating to the election of members of the Company's Board of Directors (the "Board") and certain other matters, as provided in this Agreement.

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Board Representation and Board Matters.

(a) The Company and GI agree as follows:

(i) the Board and all applicable committees thereof have taken such actions as are necessary

(1) to appoint Ed Garden (the "New Director") as a member of the Board, to serve as a Class I director, effective 11:59 p.m., Central Time, as of the date hereof:

(2) to establish that the size of the Board shall be no greater than nine directors from the date hereof until the expiration of the Standstill Period (as defined below); *provided that* in each case, the Board may increase the size of the Board by 1 member in order to appoint the Company's next Chief Executive Officer to the Board only to the extent such person is not already a member thereof;

(ii) (A) the New Director shall be a member of the Nominating and Governance Committee of the Board and the Compensation Committee of the Board, in each case at the election of the New Director, (B) without limitation of clause (A), the Board shall give the New Director the same due consideration for membership to any committee of the Board as any other member of the Board, subject in each case to the good faith exercise of the Board's fiduciary duties under applicable law and (C) in the event the Board forms a committee to conduct a search for a Chief Executive Officer, the New Director shall be added as a member of such committee;

(iii) if the New Director is unable to serve as a director of the Board due to death, disability, or incapacity prior to the conclusion of the 2026 Annual Meeting of Stockholders (the “2026 Annual Meeting”) and as long as GI and its Affiliates’ “net long position” (as defined below) remains at or above 2.00% of the then outstanding shares of the Company’s Common Stock, the Company and GI shall cooperate in good faith to identify and mutually agree upon a replacement for the New Director (a “Replacement New Director”), and the Board and all applicable committees thereof shall take such actions as are necessary, subject in each case to the good faith exercise of the Board’s fiduciary duties under applicable law, to appoint the Replacement New Director to serve as a director of the Company for the remainder of such New Director’s term (provided that such Replacement New Director satisfies any applicable requirements for serving on any committees of which the New Director was a member), which such Replacement New Director, once added as a member of the Board, shall be deemed the New Director for all purposes hereunder;

(iv) if the New Director is on the applicable Company slate, which shall be in the Board’s discretion, the Company will recommend, support and solicit proxies for the election of the New Director to the Board at the 2027 Annual Meeting of Stockholders (the “2027 Annual Meeting”) and all subsequent annual meetings of stockholders, and at any special meeting of stockholders at which directors are to be elected, in a manner no less rigorous and favorable than the manner in which the Company supports its other nominees in the aggregate; provided that any recommendation of the Board shall be subject in each case to the good faith exercise of the Board’s fiduciary duties under applicable law;

(v) the Company shall notify GI in writing (a “Slate Notice”), no later than 45 days prior to the advance notice deadline for stockholders to submit non proxy access stockholder director nominations under the Company’s bylaws at any annual meeting of stockholders and at any special meeting of stockholders at which directors are to be elected, whether the New Director will be included on the Company’s slate of nominees for such meeting; provided that if for any reason the Company fails to include the New Director on the Company’s slate of nominees at any such meeting, the Company shall inform GI, in writing, that the New Director will not be included on the Company’s slate of nominees for such meeting and the Company shall thereafter take any action necessary (including extending the director nomination deadline) to ensure that GI has at least 45 days from the date that the Company makes such notification to submit director nominations for such meeting in accordance with the Company’s bylaws, and the Company shall not hold such meeting for at least 90 days from the date the Company makes such notification; and

(vi) the New Director will be entitled to the same compensation, director indemnity and insurance and other benefits as are accorded to the other non-employee directors of the Company.

(b) GI acknowledges that, at all times while serving as a member of the Board, each director, including the New Director, is required to comply with all policies, procedures, processes, codes, rules, standards and guidelines generally applicable to Board members, including the Company’s corporate code of ethics, securities trading policies, Regulation FD-related policies, director confidentiality policies and corporate governance

standards (“Company Policies”), in each case that have been provided in writing to such director, and to preserve the confidentiality of Company business and information, including discussions or matters considered in meetings of the Board or Board committees, and the Company agrees that until the expiration of the Standstill Period, it will not alter or adopt the Company’s bylaws or any of its existing policies, procedures, processes, codes, rules, standards and guidelines generally applicable to Board members in a manner that would interfere with the purpose of this Agreement.

(c) The Company’s obligations under this Section 1 shall terminate upon any material breach of this Agreement by GI upon five (5) business days’ written notice by the Company to GI if such breach has not been cured within such notice period, provided that the Company is not in material breach of this Agreement at the time such notice is given or prior to the end of the notice period.

(d) Notwithstanding Section 1(b) above,

(i) except as otherwise set forth in this Section 1(d)(i), the New Director may provide Confidential Information (as defined below) received by the New Director as a member of the Board or committee thereof to investment professionals and attorneys employed directly by GI or any GI Affiliate (as defined below) (“GI Professionals”) who need to know such information in connection with GI and GI Affiliates’ investment in the Company; provided, however, that GI hereby acknowledges and agrees on behalf of itself, the GI Affiliates and the GI Professionals who receive Confidential Information, (A) to keep such Confidential Information strictly confidential and not disclose such Confidential Information to any other person (other than GI, GI Affiliates and the GI Professionals), and (B) not to use or permit the use of such Confidential Information for any purpose other than in connection with the New Director’s duties as a director of the Company or in connection with GI’s and the GI Affiliate’s investment in the Company; it being understood that GI shall inform each such GI Affiliate and GI Professional of the confidential nature of the Confidential Information and advise each GI Affiliate and GI Professional to abide by the confidentiality provisions set forth in this Agreement as if they were a party hereto; provided that GI shall remain responsible for any breach of this Agreement by itself, any GI Affiliate or any GI Professionals hereunder. GI acknowledges that it and the GI Affiliates are aware, and shall advise each of the GI Professionals who receive Confidential Information that the Confidential Information may contain or itself be material, non-public information concerning the Company and United States securities laws may restrict any person who has material, nonpublic information about a company from purchasing or selling any securities of such company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities while in possession of such information. Following such time as the New Director is no longer serving on the Board, GI will return to the Company or destroy, at GI’s option, all hard copies of Confidential Information and use commercially reasonable efforts to permanently erase or delete all electronic copies of the Confidential Information in GI’s or any of its employees’ possession or control (and GI shall promptly certify to the Company that such Confidential Information has been returned, erased or deleted, as the case may be);

provided, however, that GI shall be entitled to retain (1) data or electronic records containing Confidential Information for the purposes of backup, recovery, contingency planning or business continuity planning so long as such data or records are not accessible in the ordinary course of business and are not accessed except as required for backup, recovery, contingency planning or business continuity planning purposes, and (2) one copy of the Confidential Information in its records or its GI Professionals' legal records to the extent and for so long as such is required for GI to comply with applicable law or regulation or document retention policies; and provided, further, that any Confidential Information so retained shall remain subject to the confidentiality obligations hereunder for so long as it so retained, notwithstanding any termination of the confidentiality obligations set forth herein. If GI, GI Affiliates or any GI Professional is legally compelled, by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or similar process, to disclose any Confidential Information, prior to making such disclosure, GI must, to the extent legally permissible, (x) promptly notify the Company of the circumstances surrounding such requirement or request and (y) reasonably cooperate with the Company, at the Company's sole expense, in any legally available attempt it may make to obtain a protective order, other appropriate remedy, or an appropriate assurance that confidential treatment will be afforded to its Confidential Information. If a protective order or other appropriate remedy or assurance is not obtained, GI agrees to only disclose (or cause to be disclosed, as applicable) that portion of the Confidential Information that is legally required to be disclosed (on the advice of outside legal counsel). Notwithstanding anything to the contrary contained in this Agreement, the Company shall be permitted to cause the New Director to withhold sharing any Confidential Information from GI, GI Affiliates or any GI Professionals, and the New Director shall not share such Confidential Information as is reasonably determined by the Company to be necessary to protect the Company's attorney-client or other legal privileges. Notwithstanding anything set forth herein to the contrary, the confidentiality and use obligations under this Section 1(d)(i) shall terminate 36 months after the New Director ceases to serve on the Board, other than Confidential Information constituting trade secrets, which shall be held for such longer time as such information constitutes a "trade secret" of the Company or any of its subsidiaries, joint ventures or other Affiliates, as defined under 18 U.S.C. § 1839(3);

(ii) any share ownership requirement for the New Director serving on the Board will be deemed satisfied by the securities owned by GI and any GI Affiliates;

(iii) under no circumstances shall any Company Policy be violated by the New Director receiving lawful compensation from GI or any GI Affiliate, so long as such compensation is not paid with respect to the New Director's service or action as a director of the Company;

(iv) the New Director shall not be excluded or required to recuse himself or herself from any meetings or materials of the Board solely as a result of, or in connection with, his or her affiliation with GI or any GI Affiliate (or their ownership of securities of the Company) except in connection with a transaction with, or dispute involving, GI or any GI Affiliate; and

(v) the New Director is entitled to make public announcements and statements with respect to the Company (including in the print, televised or streaming media), provided that such public announcements and statements (A) are permitted by Section 3(a)(vii)(y) or (B) (x) are not inconsistent with announcements and statements made by the Company, and (y) do not violate Section 3(a).

2. Management Proposal to Declassify the Board. The Company shall (i) include in its proxy statement for the 2026 Annual Meeting a binding management proposal recommending the Company's stockholders to approve an amendment to the Company's Amended and Restated Certificate of Incorporation (including Section 5.2(b) thereof) to provide that commencing with the 2027 Annual Meeting, directors will be elected annually for terms expiring at the next succeeding annual meeting (i.e., phased declassification of the Board such that at the 2029 Annual Meeting of Stockholders all of the directors will be up for election) (the "Declassification Proposal") and (ii) solicit proxies for the Declassification Proposal in a manner no less rigorous and favorable than the manner in which the Company supports its other proposals at the 2026 Annual Meeting; provided that if the requisite stockholder approval is not obtained at the 2026 Annual Meeting, the Board shall call a special meeting of stockholders as promptly as reasonably practicable following the 2026 Annual Meeting to submit the Declassification Proposal for stockholder approval (and the other terms set forth in this Section 2 shall apply, *mutatis mutandis*, to such special meeting), and in the event the requisite stockholder approval is not obtained at such special meeting, the Company shall recommend, support and solicit proxies for the Declassification Proposal at each successive annual meeting of stockholders until such proposal is approved by stockholders.

3. Standstill.

(a) From the date hereof until the earlier to occur of (i) the Company's delivery of a Slate Notice that does not state that the New Director will be included on the Company's slate of nominees for the 2027 Annual Meeting, (ii) the date that is 45 days prior to the advance notice deadline for stockholders to submit non proxy access stockholder director nominations under the Company's bylaws for the 2027 Annual Meeting and (iii) the date that the New Director ceases to be a member of the Board (such period, the "Standstill Period"), GI shall not, directly or indirectly, and GI shall cause each GI Affiliate (as defined below) not to, directly or indirectly (provided that, while references in this Agreement to the "Standstill Period" shall mean the period referred to and defined immediately above, solely with respect to the terms set forth in clauses (i), (ii), (iv), (vii), (viii) and (ix) immediately below, GI shall not, directly or indirectly, and GI shall cause each GI Affiliate (as defined below) not to, directly or indirectly, take the actions specified in such clauses for the period commencing on the date hereof and ending on the date that is 45 days prior to the advance notice deadline for stockholders to submit non proxy access stockholder director nominations under the Company's bylaws for the 2027 Annual Meeting):

(i) solicit proxies or written consents of stockholders or conduct any other type of referendum (binding or non-binding) with respect to, or from the holders of, the Voting Securities (as defined below), or become a "participant" (as such term is defined in Instruction 3 to Item 4 of Schedule 14A promulgated under the Exchange Act) in or knowingly assist any person or entity not a party to this agreement (a "Third Party")

in any “solicitation” of any proxy, consent or other authority (as such terms are defined under the Exchange Act) to vote any shares of the Voting Securities (other than such encouragement or advice that is consistent with Company management’s recommendation in connection with such matter or voting any such Voting Securities in accordance with the terms of this Agreement);

(ii) knowingly encourage or advise any other person or knowingly assist any Third Party in so encouraging or assisting any person with respect to the giving or withholding of any proxy, consent or other authority to vote any shares of the Voting Securities or in conducting any type of referendum with respect to the Voting Securities (other than such encouragement or advice that is consistent with Company management’s recommendation in connection with such matter);

(iii) form or join, any partnership, limited partnership, syndicate or other group, including a “group” as defined under Section 13(d) of the Exchange Act, with respect to the Voting Securities (for the avoidance of doubt, excluding any group composed solely of any of GI and Affiliates thereof) but nothing herein shall preclude GI and any Affiliate thereof from voting any Voting Securities in a manner permitted by this Agreement;

(iv) (A) call or seek to call (publicly or otherwise), alone or in concert with others, a meeting of the Company’s stockholders (or the setting of a record date therefor), (B) present at any annual meeting or any special meeting of the Company’s stockholders any proposal for consideration for action by stockholders or seek the removal of any member of the Board or, except as otherwise expressly contemplated by this Agreement, propose any nominee for election to the Board or seek, alone or in concert with others, representation on the Board, or (C) conduct a referendum of stockholders of the Company or engage in any “withhold” or similar campaign;

(v) grant any proxy, consent or other authority to vote any Voting Securities of the Company with respect to the election of directors (other than to the named proxies included in the Company’s proxy card for any annual meeting or special meeting of stockholders or as otherwise expressly permitted by this Agreement) or deposit any Voting Securities of the Company in a voting trust or subject them to a voting agreement or other arrangement of similar effect with respect to any annual meeting, special meeting of stockholders or action by written consent (excluding customary brokerage accounts, margin accounts, prime brokerage accounts and the like);

(vi) make any request for stockholder list or similar materials or other books and records of the Company or any of its subsidiaries under Section 220 of the Delaware General Corporation Law or otherwise;

(vii) make, or cause to be made, any statement or announcement that relates to and constitutes an ad hominem attack on, or that disparages, defames or slanders (in each case as distinct from objective statements reflecting business criticism), the Company or its business, operations or financial performance, its officers or its directors or any person who has served as an officer or director of the Company in the

past, or who serves on or following the date of this Agreement as an officer or director of the Company (in each case in such person's capacity as such), (A) in any document or report filed with or, furnished to the SEC or any other governmental agency or (B) in any press release or other publicly available format (and the Company agrees that this Section 3(a)(vii) shall apply *mutatis mutandis* to the Company, its subsidiaries and their respective directors and officers with respect to the New Director, GI, the GI Affiliates and their respective officers, directors and controlling persons); provided that nothing herein shall (1) restrict the ability of any person to comply with a subpoena or other legal process or respond to a request from information from any governmental or regulatory authority with jurisdiction over the party from whom information is sought, or (2) limit or preclude a party hereto from exercising any rights under this Agreement or conveying its opinion and views to any members of the Board or management of the Company privately and in a manner that does not require public disclosure by the Company or GI; *provided, further*; that (x) GI can communicate to its investors (including in its quarterly investor letters regarding its views on the Company's business, operations or financial performance, in an objective and non-disparaging fashion consistent with the terms of this Agreement), and (y) nothing will preclude GI and the GI Affiliates from speaking publicly or otherwise regarding the circumstances surrounding any resignation by the New Director from the Board;

(viii) without the prior written approval of the Board, separately or in conjunction with any other person or entity in which it is or proposes to be either a principal, partner or financing source or is acting or proposes to act as broker or agent for compensation, publicly propose or effect any tender offer or exchange offer, merger, acquisition, reorganization, restructuring, recapitalization, financing or other business combination involving the Company or a material amount of the assets or businesses of the Company (an "Extraordinary Transaction") or actively encourage, initiate or support any other Third Party in any such activity, in each case either publicly or in a manner that would reasonably be expected to require public disclosure by the Company or GI (it being understood that the foregoing shall not restrict any person or entity from tendering shares, receiving payment for shares or otherwise participating in any Extraordinary Transaction on the same basis as other shareholders of the Company);

(ix) acquire, offer or propose to acquire, solicit an offer to acquire, or agree to acquire (except as a result of Company buy-backs or share repurchases or by way of stock dividends or other distributions or offerings made available to holders of Voting Securities of the Company generally on a pro rata basis), alone or in concert with any Third Party, any Company Interests (as defined below), in each case, if such acquisition, offer, agreement or transaction would result in GI (together with its Affiliates) having Beneficial Ownership of, or aggregate economic or voting exposure to, more than 9.99%, of the Common Stock outstanding at such time;

(x) engage in any short sale or any purchase, sale, or grant of any option, warrant, convertible security, share appreciation right, or other similar right (including any put or call option or "swap" transaction) with respect to any security (other than any index fund, exchange traded fund, benchmark fund or broad basket of securities) that includes, relates to, or derives any significant part of its value from a decline in the market price or value of any of the securities of the Company and would, in the aggregate, result in GI ceasing to have a "net long position" in the Company;

(xi) institute, solicit or join as a party any litigation, arbitration or other proceeding against or involving the Company or any of its subsidiaries or any of its or their respective current or former directors or officers (including derivative actions); *provided, however*, that for the avoidance of doubt, the foregoing shall not prevent GI or its Affiliates from (A) bringing litigation against the Company to enforce any provision of this Agreement instituted in accordance with and subject to Section 3, (B) making counterclaims with respect to any proceeding initiated by, or on behalf of, the Company or its Affiliates against GI or its Affiliates, (C) bringing or participating in a bona fide commercial or legal disputes that do not relate to the subject matter of this Agreement, (D) exercising statutory appraisal rights or (E) responding to or complying with validly issued legal process; or

(xii) request, directly or indirectly, any amendment or waiver of the terms of this Agreement (including this subclause) in a manner that would be reasonably likely to require public disclosure by GI (or any GI Affiliates) or the Company.

Notwithstanding the foregoing, the restrictions in this Section 3(a) shall terminate automatically upon the occurrence of either: (i) any material breach of this Agreement by the Company (including a failure to issue the Press Release in accordance with Section 4) upon five (5) business days' written notice by GI to the Company if such breach has not been cured within such notice period, provided that GI is not in material breach of this Agreement at the time such notice is given or prior to the end of the notice period; or (ii) the Company's entry into a definitive agreement with respect to a Change of Control Transaction.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement or the Company Policies will prohibit or restrict GI or its Affiliates from (A) making any public or private statement or announcement with respect to any Change of Control Transaction that is publicly announced by the Company or a third party, (B) making any factual statement to comply with any subpoena or other legal process or respond to a request for information from any governmental authority with jurisdiction over such person from whom information is sought (so long as such process or request did not arise as a result of discretionary acts by GI), (C) granting any liens or encumbrances on any claims or interests in favor of a bank or broker-dealer or prime broker holding such claims or interests in custody or prime brokerage, which lien or encumbrance is released upon the transfer of such claims or interests in accordance with the terms of the custody or prime brokerage agreement(s), as applicable, (D) negotiating, evaluating or trading, directly or indirectly, in any index fund, exchange traded fund, benchmark fund or broad basket of securities which may contain or otherwise reflect the performance of, but not primarily consist of, securities of the Company, or (E) providing its views privately to the Board or the Company's senior executives or members of the investor relations team made available for communications involving broad-based groups of investors (including through participation in investor meetings or conferences) regarding any matter.

(b) At the 2026 Annual Meeting, so long as the Company and the Board are not in breach of their obligations pursuant to this Agreement, GI together with all controlled Affiliates of GI (such controlled Affiliates, collectively and individually, the “GI Affiliates”) shall cause all Voting Securities owned by GI and the GI Affiliates, directly or indirectly, whether owned of record or Beneficially Owned, to be present for quorum purposes and to be voted, (i) in favor for all Company directors nominated by the Board for election at the 2026 Annual Meeting, (ii) against any stockholder nominations for directors that are not approved and recommended by the Board for election at the 2026 Annual Meeting, (iii) against any proposals or resolutions to remove any member of the Board at the 2026 Annual Meeting and (iv) in accordance with voting recommendations by the Board with respect to the Company’s proposals at the 2026 Annual Meeting regarding “say-on-pay”, the ratification of the appointment of the Company’s independent auditor and the Declassification Proposal; provided, however, that in the event that both Institutional Shareholder Services and Glass Lewis & Co. (including any successor thereto) issues a voting recommendation that differs from the voting recommendation of the Board with respect to any Company sponsored proposal submitted to stockholders at a stockholder meeting (other than with respect to the election of directors to the Board, the removal of directors from the Board, the size of the Board or the filling of vacancies on the Board), GI and its Affiliates shall be permitted to vote in accordance with any such recommendation; provided, further, that, GI and its Affiliates shall be permitted to vote in their sole discretion with respect to Company directors nominated by the Board not disclosed to GI prior to the execution of this Agreement.

4. **Public Announcements.** No later than 9:00 a.m. Eastern Time, on March 17, 2026, the Company shall announce this Agreement by means of a press release in the form attached hereto as Exhibit A (the “Press Release”). None of the Company (and the Company shall cause each of its Affiliates, directors and officers not to), GI and the GI Affiliates shall make or cause to be made any public announcement or statement with respect to the subject of this Agreement that is in any way inconsistent with the statements made in the Press Release, except as required by law or the rules of any stock exchange, in connection with the enforcement of this Agreement, or with the prior written consent of the other party hereto. GI acknowledges and agrees that the Company intends to file this Agreement and file or furnish the Press Release with the SEC as exhibits to a Current Report on Form 8-K and to file this Agreement as an exhibit to future filings with the SEC, and the Company acknowledges and agrees that GI shall have reasonable advance review and consultation rights upon any Current Report on Form 8-K filing (or amendment thereto) or press release made by the Company with respect to this Agreement.

5. **Representations and Warranties of All Parties.** Each of the parties hereto represents and warrants to the other party hereto that: (a) such party has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly and validly authorized, executed and delivered by such party and assuming the valid execution and delivery hereof by the other party, is a valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (c) the execution, delivery and performance of this Agreement does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to such party, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which such party is a party or by which it is bound.

6. **Representations and Warranties of GI.** GI represents and warrants that, as of the date of this Agreement: (a) GI, together with all of the GI Affiliates, collectively Beneficially Own, an aggregate of 3,527,608 shares of Common Stock; (b) except for such ownership, neither GI, individually or in the aggregate with all of the GI Affiliates, has any other Beneficial Ownership or have any economic exposure to any Voting Securities; and (c) GI, collectively with the GI Affiliates, has a “net long position” of 3,527,608 shares of Common Stock.

7. **Withdrawal of Nomination Notice; 2026 Annual Meeting.** Effective as of the issuance of the Press Release, GI shall irrevocably withdraw, and shall be deemed to have (without any further action by GI or any other person being required) irrevocably withdrawn, the director nomination notice from GI dated February 13, 2026, as amended and supplemented from time to time (the “Nomination Notice”), and such Nomination Notice and the nominations and proposals set forth therein shall be deemed null, void and without effect.

8. **Definitions.** As used in this Agreement,

(i) the term “Affiliate” shall have the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act; *provided that* none of the Company or its Affiliates, on the one hand, and GI and the GI Affiliates, on the other hand, shall be deemed to be “Affiliates” with respect to the other for purposes of this Agreement; *provided, further, that* “Affiliates” of a person shall not include any entity solely by reason of the fact that one or more of such person’s employees or principals serves as a member of its board of directors or similar governing body;

(ii) the term “Beneficial Ownership” of “Voting Securities” means ownership of: (i) Voting Securities and (ii) rights or options to own or acquire any Voting Securities (whether such right or option is exercisable immediately or only after the passage of time or upon the satisfaction of one or more conditions (whether or not within the control of such person), compliance with regulatory requirements or otherwise). For purposes of Section 3 no person shall be, or be deemed to be, the “Beneficial Owner” of, or to “beneficially own,” any securities beneficially owned by any director of the Company to the extent such securities were acquired directly from the Company by such director as or pursuant to director compensation for serving as a director of the Company;

(iii) the term “Change of Control Transaction” means (x) any transaction pursuant to which any person becomes a Beneficial Owner, directly or indirectly, of securities of the Company representing more than 50% of the Company’s then-outstanding equity interests and voting power, (y) any merger or stock-for-stock transaction with a Third Party whereby immediately after the consummation of the transaction, the Company’s stockholders retain less than 50% of the equity interests and voting power of the surviving entity’s then-outstanding equity securities or (z) the sale of all or substantially all of the Company’s assets to a Third Party;

(iv) the term “Company Interests” means (x) any Voting Securities, (y) any other direct or indirect interest in any securities of the Company or any direct or indirect rights, warrants or options to acquire, or securities convertible into or exchangeable for, any securities of the Company, or (z) any contracts or rights in any way related to the acquisition or price of securities or interests of the Company (whether Beneficially, constructively or synthetically through any derivative or trading position or otherwise).

(v) the term “Confidential Information” shall mean (x)(A) any materials, resolutions or other information prepared for consideration at any meeting, or for any action by written consent in lieu of a meeting, of the Board or any committee thereof, (B) all discussions and deliberations occurring during Board or committee meetings, (y) (A) any and all information communicated in writing, orally, by electronic or magnetic or any other media, by visual observation or by any other means, on or after the date of this Agreement, whether or not labeled as confidential, which is disclosed or otherwise provided by, or on behalf or at the request of, the Company or its subsidiaries, to the New Director, (B) proprietary information of the Company or any of its Affiliates that is disclosed to the New Director in his capacity as a director of the Company, and (C) information disclosed or otherwise provided to the New Director by, or on behalf or at the request of the Company or any of its Affiliates which relates to current, planned or proposed products, marketing and business plans, methods of doing business, forecasts, projections and analyses, financial information, and joint venture, vendor and customer information and (z) all notes, reports, analyses, compilations, studies, interpretations or other materials, whether prepared by the New Director or by a GI Professional, that contain, reflect or are derived or based (in whole or in part) upon any Confidential Information; provided that (1) Confidential Information shall not include information that (w) is or becomes available to the public other than as a result of a breach of this Agreement by GI or a GI Affiliate, (x) is already in the lawful possession of GI or a GI Affiliate prior to the date of this Agreement, (y) becomes available to GI or a GI Affiliate on a non-confidential basis from a source other than the Company, *provided that* such information is not known by GI or a GI Affiliate to be subject to an obligation of confidentiality to the Company or (z) is or has been independently conceived or developed by GI or a GI Affiliate without use of, or reference to, Confidential Information;

(vi) the term the “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the SEC thereunder; it being agreed that references to Exchange Act provisions or other provisions of securities law shall refer to such provisions as in effect on the date hereof;

(vii) the term “net long position” shall have the meaning ascribed to it under Rule 14e-4 under the Exchange Act;

(viii) the terms “person” or “persons” mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature; and

(ix) the term “Voting Securities” shall mean the Common Stock, and any other securities of the Company entitled to vote in the election of directors, or securities convertible into, or exercisable or exchangeable for Common Stock or such other securities, whether or not subject to the passage of time or other contingencies; provided that as it pertains to any obligations of GI and any of its Affiliates hereunder, “Voting Securities” will not include any securities contained in any index fund, exchange traded fund, benchmark fund or broad basket of securities which may contain or otherwise reflect the performance of, but not primarily consist of, securities or other interests of the Company.

9. Specific Performance; Venue; Governing Law; Waiver of Jury Trial.

(a) The parties hereto recognize and agree that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, each party hereto agrees that in addition to other remedies the other party hereto shall be entitled to at law or equity, the other party hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the Court of Chancery or other federal or state courts of the State of Delaware.

(b) Furthermore, each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the Court of Chancery or other federal or state courts of the State of Delaware in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (ii) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Court of Chancery or other federal or state courts of the State of Delaware, and (iv) irrevocably consents to service of process by a reputable overnight mail delivery service, signature requested, to the address of such party’s principal place of business or as otherwise provided by applicable law.

(c) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware applicable to contracts executed and to be performed wholly within such State without giving effect to the choice of law principles of such State.

(d) EACH OF THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. No party hereto shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

10. No Waiver. Any waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party hereto to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

11. Entire Agreement. This Agreement (together with the exhibits and schedules hereto) contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, memoranda, arrangements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter of this Agreement. This Agreement may be amended only by an agreement in writing executed by the parties hereto.

12. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard to this Agreement will be in writing and will be deemed validly given, made or served, (a) if delivered in person, when delivered in person, (b) if given by email, when such email is sent to the email address set forth in Schedule A hereto during normal business hours and appropriate confirmation is received (provided such confirmation is not automatically generated), or (c) if given by any other means, when actually received during normal business hours at the address specified in Schedule A hereto.

13. Severability. If at any time subsequent to the date hereof, any provision of this Agreement is held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision will be of no force and effect, but the illegality or unenforceability of such provision will have no effect upon the legality or enforceability of any other provision of this Agreement. In addition, the parties hereto agree to use their best efforts to agree upon and substitute a valid and enforceable provision for any provision that is held illegal, void or unenforceable by a court of competent jurisdiction.

14. Counterparts. This Agreement may be executed in one or more counterparts and by scanned computer image (such as .pdf), each of which will be deemed to be an original copy of this Agreement. For the avoidance of doubt, no party hereto shall be bound by any contractual obligation to the other parties hereto until all counterparts to this Agreement have been duly executed by each of the parties hereto and delivered to the other parties hereto (including by means of electronic delivery).

15. Successors and Assigns. This Agreement shall not be assignable by any of the parties to this Agreement. This Agreement, however, shall be binding on successors of the parties hereto.

16. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and is not enforceable by any other persons.

17. Fees and Expenses. Each party to this Agreement will bear and pay all fees, costs and expenses that have been incurred or that are incurred in the future by such party in connection with, relating to or resulting from such party's efforts and actions, and any preparations therefor, prior to the execution and delivery of this Agreement, including communications between GI, on the one hand, and the Board and the Company's management, on the other hand; *provided that* no later than three (3) business days following the date hereof, the Company will reimburse GI for their reasonable, documented out-of-pocket expenses, including legal fees, incurred in connection with the negotiation and entry into this Agreement, the investment in the securities of the Company and other matters related to the 2026 Annual Meeting up to an aggregate cap of \$2,000,000.

18. Interpretation and Construction. Each of the parties hereto acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said independent counsel. Each party hereto and its counsel cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties hereto shall be deemed the work product of all of the parties hereto and may not be construed against any party hereto by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party hereto that drafted or prepared it is of no application and is hereby expressly waived by each of the parties hereto, and any controversy over interpretations of this Agreement will be decided without regard to events of drafting or preparation. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The terms "include," "includes" and "including" shall be deemed to be followed by the word "without limitation" in all instances.

19. Termination. Except as otherwise set forth in this Agreement, this Agreement will terminate upon the expiration of the Standstill Period. Upon such termination, this Agreement shall have no further force and effect. Notwithstanding the foregoing, the proviso in the introductory language of Section 3(a) shall survive the termination of this Agreement in accordance with the terms set forth therein and Sections 7 to 19 shall survive the termination of this Agreement, and no termination of this Agreement shall relieve any party of liability for any breach of this Agreement arising prior to such termination.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Cooperation Agreement, or caused the same to be executed by its duly authorized representative as of the date first above written.

FORTUNE BRANDS INNOVATIONS, INC.

By: /s/ Hiranda Donoghue

Name: Hiranda Donoghue

Title: EVP, Chief Legal Officer and Corporate
Secretary

IN WITNESS WHEREOF, each of the parties hereto has executed this Cooperation Agreement, or caused the same to be executed by its duly authorized representative as of the date first above written.

GARDEN INVESTMENT MANAGEMENT, L.P.

By: /s/ Brian Jacoby

Name: Brian Jacoby

Title: Authorized Person



Fortune Brands Announces Governance and Leadership Updates

Company Initiates Comprehensive CEO Search Process

David Barry Appointed Interim CEO

Ed Garden Appointed to Board of Directors

Company to Include Proposal in Proxy Statement to Eliminate Classification of the Board

DEERFIELD, Ill. – March 16, 2026 – Fortune Brands Innovations, Inc. (NYSE: FBIN or “Fortune Brands” or the “Company”), today announced a series of governance and leadership updates:

- The Board has launched a comprehensive search process, with the assistance of a leading executive search firm, to identify the Company’s next Chief Executive Officer;
- Amit Banati has decided to step aside and will no longer assume the role of CEO in May. He has also stepped down from the Board;
- David Barry, President of Security and Connected Products, has been appointed to serve as Interim CEO, effective immediately. Nicholas Fink has accelerated his planned departure from the Company; and
- The Board has appointed Ed Garden, Founding Partner and CEO of Garden Investments, as a director in connection with a cooperation agreement entered into with Garden Investments (the “Cooperation Agreement”). Mr. Garden will join the Board’s Compensation Committee and Nominating and Governance Committee.

Leadership Transition

“I want to thank Amit. The Board asked him to step in as CEO and use his proven skills and familiarity with Fortune Brands to accelerate change. In dialogue with certain shareholders, we have now decided to commence a comprehensive search process, with the assistance of a leading executive search firm to identify the next CEO of Fortune Brands, and Amit has decided to step aside. We greatly appreciate Amit for all he has done for Fortune Brands over the past six years — his commitment to serving shareholders has never wavered. He is an incredible leader and operator, and we wish him all the best,” said Susan Saltzbarb Kilsby, Chair of the Board of Fortune Brands.

“In the interim period, Dave Barry, who was CFO until 2025 and more recently served as President of Security and Connected Products, will help guide us forward and maintain the continuity we need to continue to deliver for our customers and all of our stakeholders. Dave has been at the Company for over a decade in a variety of roles and he is the ideal executive to lead us through this interim period.”

Mr. Banati said, “My time on the Fortune Brands Board has given me a deep appreciation for the strength of this Company and the talented people across the organization who are dedicated to high quality products and superior customer service. I wish the Fortune Brands Board, management and employees all the best moving forward.”

Board and Governance Updates

Ms. Kilsby continued, “We welcome Ed Garden to the Board and look forward to working together as the Board elects its new CEO and helps Fortune Brands sharpen its operational focus and build on the foundation already in place. We are confident that his expertise will be a valuable addition to the Board as we continue driving transformation across the business while navigating the headwinds affecting the industry.”

Ed Garden, Founding Partner and CEO of Garden Investments, said, “Fortune Brands is a company with incredible brands, advantaged market positions, and significant long-term potential. I’ve appreciated the constructive dialogue with the Board and it is clear that we share a common goal of delivering stronger performance and unlocking substantial value for all shareholders.”

The proxy statement will contain a Company proposal that shareholders approve amendments to the Company’s Amended and Restated Certificate of Incorporation to eliminate the classification of the Board of Directors.

The Cooperation Agreement with Garden Investments will be filed in a Current Report on Form 8-K with the U.S. Securities and Exchange Commission.

CFO Transition

Jonathan Baksht, Chief Financial Officer, has stepped down, effective immediately. Ashley George, the Company’s SVP of Finance and Business Unit CFO, has been appointed to serve as Interim CFO until a permanent successor is identified.

Ms. Kilsby concluded, “I would also like to thank Jon for his contributions to Fortune Brands. Ashley has extensive experience across our Company’s financial operations, including overseeing FP&A, supply chain functions and commercial functions, and will bring a deep understanding of our global business as Interim CFO.”

Full-Year 2026 Outlook

As Mr. Barry and the management team continue to review the business, it is anticipated that management will provide an update on the Company's full-year 2026 outlook on the first quarter earnings call. While macroeconomic and geopolitical headwinds have intensified, the financial and operational fundamentals of Fortune Brands remain strong, and the Company is well positioned to capitalize on the opportunities ahead as the industry recovers.

Today's leadership updates are not the result of any disagreements with the Company on any matter relating to the Company's operations, finances, policies, or practices, including accounting principles and financial disclosures.

Advisors

Goldman Sachs & Co. LLC, Jefferies LLC and Consello are serving as financial advisors to Fortune Brands. Wachtell, Lipton, Rosen & Katz is serving as legal advisor. Collected Strategies is serving as strategic communications advisor.

LDG Advisory is serving as strategic advisor, and Willkie Farr & Gallagher LLP is serving as legal advisor to Garden Investments.

About Fortune Brands Innovations

Fortune Brands Innovations, Inc. (NYSE: FBIN) is an industry-leading home, security and digital products company whose purpose is to elevate every life by transforming spaces into havens. The Company makes innovative products for residential and commercial environments, with a growing focus on digital solutions and products that add luxury, contribute to safety and enhance sustainability. The Company's trusted brands include Moen, House of Rohl, Aqualisa, SpringWell, Therma-Tru, Larson, Fiberon, Master Lock, SentrySafe and Yale residential. Learn more at www.fbin.com.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This press release contains forward-looking statements that are made pursuant to the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include all statements that are not historical statements of fact and those regarding our intent, belief or expectations for our business, operations, financial performance or financial condition, including any earnings guidance or projections of the Company, projected revenue or expense synergies, in addition to statements regarding expected impacts from organizational and leadership changes, our expectations for the markets in which we operate, general business strategies, the market potential of our brands, and other matters that are not historical in nature. Statements preceded by, followed by or that otherwise include the words "believes," "expects," "anticipates," "intends," "projects," "estimates," "plans," "outlook,"

“positioned,” “confident,” “opportunity,” “focus,” “on track” and similar expressions or future or conditional verbs such as “will,” “should,” “would,” “may,” and “could” are generally forward-looking in nature and not historical facts. Where, in any forward-looking statement, we express an expectation or belief as to future results or events, such expectation or belief is based on current expectations, estimates, assumptions and projections of our management about our industry, business and future financial results, available at the time this press release is issued. Although we believe that these statements are based on reasonable assumptions, they are subject to numerous factors, risks and uncertainties that could cause actual outcomes and results to be materially different from those indicated in such statements. These and other factors are discussed in Part I, Item 1A “Risk Factors” of our Annual Report on Form 10-K for the year ended December 27, 2025 and our other filings with the Securities and Exchange Commission. We undertake no obligation to, and expressly disclaim any such obligation to, update or clarify any forward-looking statements to reflect changed assumptions, the occurrence of anticipated or unanticipated events, new information or changes to future results over time or otherwise, except as required by law.

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Collected Strategies

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