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

Form 10-Q

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

For the quarterly period ended June 27, 2026

OR

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

For the transition period from____to

Commission file number 1-35166

Fortune Brands Innovations, Inc.

(Exact name of Registrant as specified in its charter)

Delaware	**62-1411546**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

1 Horizon Way, Building N, Deerfield, Illinois 60015-3888

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (847) 484-4400

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	FBIN	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares outstanding of the registrant's common stock, par value $0.01 per share, at July 17, 2026 was 119,371,477.

PART I. FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS.

FORTUNE BRANDS INNOVATIONS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For the Twenty-Six and Thirteen Weeks Ended June 27, 2026 and June 28, 2025
(In millions, except per share amounts)
(Unaudited)

	Twenty-Six Weeks Ended June 27, 2026	Twenty-Six Weeks Ended June 28, 2025	Thirteen Weeks Ended June 27, 2026	Thirteen Weeks Ended June 28, 2025
Net sales	$ 2,165.2	$ 2,236.5	$ 1,153.9	$ 1,203.3
Cost of products sold	1,138.8	1,238.7	563.2	660.1
Selling, general and administrative expenses	696.5	653.7	343.8	338.8
Amortization of intangible assets	36.9	37.0	18.5	19.1
Asset impairment charges	229.3	-	229.3	-
Restructuring charges	12.5	38.5	8.1	13.7
Operating income (loss)	51.2	268.6	(9.0)	171.6
Interest expense	53.9	59.8	27.4	31.2
Other (income) expense, net	0.5	(8.2)	0.6	(7.3)
Income (loss) before taxes	(3.2)	217.0	(37.0)	147.7
Income tax (benefit) expense	(4.9)	65.4	(14.5)	47.4
Net income (loss)	$ 1.7	$ 151.6	$ (22.5)	$ 100.3
Basic earnings per common share	$ 0.01	$ 1.25	$ (0.19)	$ 0.83
Diluted earnings per common share	$ 0.01	$ 1.24	$ (0.19)	$ 0.83
Comprehensive income (loss)	$ (14.1)	$ 179.5	$ (28.5)	$ 121.9

See notes to condensed consolidated financial statements.

FORTUNE BRANDS INNOVATIONS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions)
(Unaudited)

	June 27, 2026	December 27, 2025
Assets		
Current assets		
Cash and cash equivalents	$ 209.7	$ 264.0
Accounts receivable less allowance for credit losses of $10.6 and $10.0	607.1	513.1
Inventories	990.7	1,024.9
Other current assets	267.5	172.2
Total current assets	2,075.0	1,974.2
Property, plant and equipment, net	649.9	805.9
Operating lease assets	252.5	259.6
Goodwill	2,001.1	2,006.4
Other intangible assets, net of accumulated amortization	1,113.2	1,231.7
Assets held for sale	104.5	113.8
Other assets	145.8	129.0
Total assets	$ 6,342.0	$ 6,520.6
Liabilities and equity		
Current liabilities		
Accounts payable	518.9	524.6
Other current liabilities	511.6	547.0
Total current liabilities	1,030.5	1,071.6
Long-term debt	2,551.5	2,544.9
Deferred income taxes	95.5	146.9
Accrued defined benefit plans	22.4	23.2
Operating lease liabilities	248.4	243.8
Other non-current liabilities	85.3	101.6
Total liabilities	4,033.6	4,132.0
Commitments and contingencies (see Note 17)		
Stockholders' equity		
Common stock[(a)]	1.9	1.9
Paid-in capital	3,231.0	3,214.2
Accumulated other comprehensive income	48.4	64.2
Retained earnings	3,105.6	3,135.0
Treasury stock	(4,078.5)	(4,026.7)
Total stockholders' equity	2,308.4	2,388.6
Total liabilities and equity	$ 6,342.0	$ 6,520.6

[(a)] *Common stock, par value $0.01 per share; 188.9 million shares and 188.4 million shares issued at June 27, 2026 and December 27, 2025, respectively.*

See notes to condensed consolidated financial statements.

FORTUNE BRANDS INNOVATIONS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Twenty-Six Weeks Ended June 27, 2026 and June 28, 2025
(In millions)
(Unaudited)

	Twenty-Six Weeks Ended June 27, 2026	Twenty-Six Weeks Ended June 28, 2025
Operating activities		
Net income	$ 1.7	$ 151.6
Non-cash adjustments:		
Depreciation	47.5	65.0
Amortization of intangibles	37.2	37.0
Non-cash lease expense	20.1	17.9
Stock-based compensation	8.9	15.1
Deferred taxes	(53.4)	2.9
Asset impairment charges	229.3	-
Other operating activities, net	1.3	1.0
Changes in operating assets and liabilities:		
Increase in accounts receivable	(95.0)	(93.1)
Decrease (increase) in inventories	32.7	(43.9)
(Decrease) increase in accounts payable	(4.5)	7.6
(Increase) decrease in other assets	(112.5)	3.3
Decrease in accrued expenses and other liabilities	(63.9)	(97.6)
Increase (decrease) in accrued taxes	34.2	(0.8)
Net cash provided by operating activities	83.6	66.0
Investing activities		
Capital expenditures [(a)]	(43.8)	(59.9)
Proceeds from the disposition of assets	9.8	-
Other investing activities, net	-	2.9
Net cash used in investing activities	(34.0)	(57.0)
Financing activities		
Repayment of short-term debt	-	(500.0)
Issuance of long-term debt	723.4	1,387.3
Repayment of long-term debt	(718.4)	(747.3)
Proceeds from the exercise of stock options	7.7	0.7
Treasury stock purchases	(45.2)	(237.8)
Employee withholding taxes related to stock-based compensation	(6.2)	(7.2)
Dividends to stockholders	(62.2)	(60.6)
Other financing activities, net	(1.6)	(0.4)
Net cash used in financing activities	(102.5)	(165.3)
Effect of foreign exchange rate changes on cash	(1.3)	9.6
Net decrease in cash and cash equivalents	$ (54.2)	$ (146.7)
Cash, cash equivalents and restricted cash[(b)] at beginning of period	$ 267.5	$ 385.5
Cash, cash equivalents and restricted cash[(b)] at end of period	$ 213.3	$ 238.8

(a) Capital expenditures of $4.0 million as of June 27, 2026 and $6.2 million as of June 28, 2025 that had not been paid, as of such dates were excluded from the Statement of Cash Flows.
(b) Restricted cash of $1.1 million and $2.5 million is included in Other current assets and Other assets, respectively, as of June 27, 2026 and restricted cash of $1.3 million and $2.8 million is included in Other current assets and Other assets, respectively, as of June 28, 2025. Restricted cash of $1.4 million and $2.0 million is included in Other current assets and Other assets, respectively, as of December 27, 2025.

See notes to condensed consolidated financial statements.

FORTUNE BRANDS INNOVATIONS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
For the Twenty-Six and Thirteen Weeks Ended June 27, 2026 and June 28, 2025
(In millions)
(Unaudited)

	Common Stock	Paid-In Capital	Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Treasury Stock	Total Equity
Balance at December 28, 2024	$ 1.9	$ 3,189.3	$ 42.4	$ 2,956.8	$ (3,768.4)	$ 2,422.0
Comprehensive income:						
Net income (loss)	-	-	-	151.6	-	151.6
Other comprehensive income (loss)	-	-	27.9	-	-	27.9
Stock options exercised	-	0.7	-	-	-	0.7
Stock-based compensation	-	14.5	-	-	(7.2)	7.3
Treasury stock purchases	-	-	-	-	(240.0)	(240.0)
Dividends ($0.25 per common share)	-	-	-	(29.3)	-	(29.3)
Balance at June 28, 2025	$ 1.9	$ 3,204.5	$ 70.3	$ 3,079.1	$ (4,015.6)	$ 2,340.2
Balance at December 27, 2025	$ 1.9	$ 3,214.2	$ 64.2	$ 3,135.0	$ (4,026.7)	$ 2,388.6
Comprehensive income:						
Net income (loss)	-	-	-	1.7	-	1.7
Other comprehensive income (loss)	-	-	(15.8)	-	-	(15.8)
Stock options exercised	-	7.7	-	-	-	7.7
Stock-based compensation	-	9.1	-	-	(6.2)	2.9
Treasury stock purchases	-	-	-	-	(45.6)	(45.6)
Dividends ($0.26 per common share)	-	-	-	(31.1)	-	(31.1)
Balance at June 27, 2026	$ 1.9	$ 3,231.0	$ 48.4	$ 3,105.6	$ (4,078.5)	$ 2,308.4

	Common Stock	Paid-In Capital	Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Treasury Stock	Total Equity
Balance at March 29, 2025	$ 1.9	$ 3,197.3	$ 48.7	$ 3,008.6	$ (3,951.9)	$ 2,304.6
Comprehensive income:						
Net income (loss)	-	-	-	100.3	-	100.3
Other comprehensive income (loss)	-	-	21.6	-	-	21.6
Stock options exercised	-	0.1	-	-	-	0.1
Stock-based compensation	-	7.1	-	-	(0.3)	6.8
Treasury stock purchases	-	-	-	-	(63.4)	(63.4)
Dividends ($0.25 per common share)	-	-	-	(29.8)	-	(29.8)
Balance at June 28, 2025	$ 1.9	$ 3,204.5	$ 70.3	$ 3,079.1	$ (4,015.6)	$ 2,340.2
Balance at March 28, 2026	$ 1.9	$ 3,218.1	$ 54.4	$ 3,159.2	$ (4,076.7)	$ 2,356.9
Comprehensive income (loss)						
Net income (loss)	-	-	-	(22.5)	-	(22.5)
Other comprehensive income (loss)	-	-	(6.0)	-	-	(6.0)
Stock options exercised	-	3.2	-	-	-	3.2
Stock-based compensation	-	9.7	-	-	(0.1)	9.6
Treasury stock purchases	-	-	-	-	(1.7)	(1.7)
Dividends ($0.26 per common share)	-	-	-	(31.1)	-	(31.1)
Balance at June 27, 2026	$ 1.9	$ 3,231.0	$ 48.4	$ 3,105.6	$ (4,078.5)	$ 2,308.4

See notes to condensed consolidated financial statements.

FORTUNE BRANDS INNOVATIONS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Basis of Presentation and Principles of Consolidation

The Company is an industry leading home, security and digital products company whose purpose is to elevate every life by transforming spaces into havens that has a portfolio of leading branded products used for residential home repair, remodeling, new construction and security applications. References to “Fortune Brands,” “the Company,” “we,” “our” and “us” refer to Fortune Brands Innovations, Inc. and its consolidated subsidiaries as a whole, unless the context otherwise requires.

The condensed consolidated financial statements and notes are presented pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) and do not contain certain information included in our annual audited consolidated financial statements and notes. The December 27, 2025 Condensed Consolidated Balance Sheet was derived from our audited consolidated financial statements but does not include all disclosures required by U.S. generally accepted accounting principles (“GAAP”). This Quarterly Report on Form 10-Q should be read in conjunction with the audited consolidated financial statements and notes included in our Annual Report on Form 10-K for the year ended December 27, 2025.

The Condensed Consolidated Balance Sheet as of June 27, 2026, the related Condensed Consolidated Statements of Comprehensive Income and Equity for the twenty-six weeks and thirteen weeks ended June 27, 2026, the related Condensed Consolidated Statements of Comprehensive Income and Equity for the twenty-six weeks and thirteen weeks ended June 28, 2025, and the related Condensed Consolidated Statements of Cash Flows for the twenty-six weeks ended June 27, 2026 and June 28, 2025 are unaudited. The presentation of these financial statements requires us to make estimates and assumptions that affect reported amounts and related disclosures. Actual results could differ from those estimates. In the opinion of management, all adjustments necessary for a fair statement of the financial statements have been included. Interim results may not be indicative of results for a full year.

2. Recently Issued Accounting Standards

In November 2024, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2024-03 *Disaggregation of Income Statement Expenses*, which requires disaggregated disclosure of certain expenses on an interim and annual basis in the notes to the financial statements. This standard is effective for annual reporting periods beginning after December 15, 2026 and interim reporting periods beginning after December 15, 2027, with early adoption permitted. We are currently evaluating the impact of this new standard on our consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06 *Targeted Improvements to the Accounting for Internal-Use Software*. The standard eliminates references to "development project stages" and clarifies the threshold to begin capitalizing internal-use software costs. The ASU is effective for fiscal years beginning after December 15, 2027 and interim periods within those fiscal years, with early adoption permitted. An entity may apply the amendments prospectively, retrospectively, or utilizing a modified transition approach. We are currently evaluating the impact of this new standard on our consolidated financial statements.

3. Fiberon Strategic Review

The Company announced on May 27, 2026 that, in collaboration with the Board of Directors, management initiated a formal strategic review of its Fiberon composite decking business. The review explores a range of strategic alternatives while Fiberon continues to operate its business, serve customers, and execute its commercial priorities.

The Company performed an interim impairment test for the Fiberon indefinite-lived tradename within the Outdoors segment as of June 27, 2026. As the strategic review process advanced and potential strategic alternatives were further evaluated, management concluded that a triggering event existed as of quarter-end. Fair value was estimated using the relief-from-royalty method, which estimates the value of the tradename by applying a market participant royalty rate to projected revenues attributable to the asset and discounting the resulting cash flows using a market participant discount rate. Significant assumptions utilized in the valuation include estimated future cash flows, a royalty rate, discount rates, long-term growth rates, and other market factors. The Company utilized a discount rate of 14.5%, a long-term growth rate of 2%, and a royalty rate of 2.5% in its analysis. Based on the results of the analysis, the Company determined that the carrying value of the tradename exceeded its estimated fair value and recorded an impairment of $7.5 million within Asset impairment charges in the Condensed Consolidated Statements of Comprehensive Income in the Outdoors segment.

As of June 27, 2026, the Company performed a recoverability test of the Fiberon asset group within the Outdoors segment under ASC 360 – *Property, Plant and Equipment*, triggered by the advancement of the strategic review of the Fiberon business. The recoverability analysis incorporated probability-weighted estimates of undiscounted future cash flows associated with various strategic alternatives under evaluation. Based on this analysis, the Company concluded as of June 27, 2026 that the carrying value of the Fiberon asset group was not recoverable because the estimated undiscounted future cash flows were less than the carrying value of the asset group.

Because the carrying value of the Fiberon asset group was determined to be not recoverable as of June 27, 2026, the Company estimated the fair value of the Fiberon asset group to measure the impairment loss. The Company engaged third-party valuation specialists to assist in estimating the fair values of the Fiberon asset group. Fair value was determined by using market and cost approaches that utilized third-party data from various industry-accepted sources. Under the market approach, fair value reflects prices for comparable assets in an arm’s length transaction. The cost approach reflects the amount for which an asset could be replaced or reproduced in its current condition adjusted based on physical condition and economic age of the asset. The significant assumptions utilized in the cost approach are base replacement costs and trending factors. The estimated future cash flows of the strategic alternatives under evaluation and market participant assumptions represent a Level 3 fair value measurement due to the use of significant unobservable inputs and management assumptions.

The Company recorded a long-lived asset impairment of $221.2 million as of June 27, 2026, measured by the amount of carrying value that exceeded the estimated fair value. The impairment charge reduced the carrying value of the Fiberon customer relationship intangible asset and property and equipment in the amounts of $71.3 million and $149.9 million, respectively, and is included within Asset impairment charges in the Condensed Consolidated Statements of Comprehensive Income within the Outdoors segment.

The fair value estimates used in the impairment analysis are sensitive to changes in assumptions, including projected future cash flows, a royalty rate, discount rates, long-term growth rates, market participant assumptions and the outcome of the strategic review process. Changes in these assumptions or future decisions regarding strategic alternatives could result in additional impairment charges in future periods.

4. Balance Sheet Information

Supplemental information on our balance sheets is as follows:

(In millions)	June 27, 2026	December 27, 2025
Inventories:		
Raw materials and supplies	$ 281.4	$ 335.1
Work in process	74.8	73.3
Finished products	634.5	616.5
Total inventories	$ 990.7	$ 1,024.9
Property, plant and equipment, gross	$ 1,546.7	$ 1,737.5
Less: accumulated depreciation	896.8	931.6
Property, plant and equipment, net	$ 649.9	$ 805.9
Assets held for sale	$ 104.5	$ 113.8

During the third quarter of 2025, we determined that certain assets, with a carrying value of $153.6 million as of December 28, 2024, met the criteria to be classified as held-for-sale and ceased recording depreciation. The decision to dispose of the assets was driven by a strategic refocusing of the business towards areas with higher growth and profitability potential and the ability to leverage available capacity at existing manufacturing facilities. We concluded that the carrying value of these assets exceeded their fair value, less estimated costs to sell, and recorded an asset impairment charge of $49.7 million in the Condensed Consolidated Statements of Comprehensive Income within the Outdoors segment during the third quarter of 2025.

In connection with the Company's decision to consolidate its U.S. regional offices into a single campus headquarters, assets with a carrying value of $13.1 million as of December 28, 2024 were classified as held for sale during the third quarter of 2025, and additional assets with a carrying value of $12.9 million as of December 28, 2024 were classified as held for sale during the fourth quarter of 2025. Depreciation ceased upon classification and the Company recorded Asset impairment charges in the 2025 Condensed Consolidated Statements of Comprehensive Income of $0.4 million in the Outdoors segment and $3.5 million in the Water segment during the third and fourth quarters of 2025, respectively, to reduce the assets to their estimated fair values less costs to sell.

Fair value was determined using a combination of market and income approaches based on valuation assumptions including certain Level 3 inputs. These assumptions included estimated sublease rental income, discount rates, market sales data and other market participant assumptions. The assets were reclassified from Property, plant and equipment, net to Assets held for sale in our Condensed Consolidated Balance Sheets.

In the first quarter of 2026, we completed the sale of certain assets within the Outdoors and Water segments. The total proceeds received were $9.8 million. The sale of these assets resulted in no additional gain or loss.

5. Goodwill and Identifiable Intangible Assets

The following table summarizes the changes in the carrying amount of goodwill:

(In millions)	Water	Outdoors	Security	Total Goodwill
Goodwill at December 27, 2025[(a)]	$ 1,224.9	$ 651.1	$ 130.4	$ 2,006.4
Year-to-date foreign currency translation adjustments	(4.8)	-	(0.5)	(5.3)
Goodwill at June 27, 2026[(a)]	$ 1,220.1	$ 651.1	$ 129.9	$ 2,001.1

(a) Net of accumulated impairment losses of $399.5 million in the Outdoors segment.

We test goodwill for impairment annually during the fourth quarter, or whenever events or circumstances may indicate that the carrying value of a reporting unit may be greater than its fair value. The Company has three reporting units, Water, Outdoors, and Security, which are determined in accordance with the provisions of ASC 350, *Intangibles - Goodwill and Other.*

First Quarter 2026 Impairment Test

The historical cushion on the Outdoors reporting unit and the recent and sustained decline in the Company's stock price since the last impairment test conducted in the fourth quarter of 2025 triggered the Company to perform an interim goodwill impairment test at the Outdoors reporting unit as of March 28, 2026. The fair value of the reporting unit was determined based on an equally weighted combination of a discounted cashflow analysis, or income approach, and a guideline public company method, or market approach, based on market multiples of comparable companies. The most significant assumptions used in the fair value analysis were forecasted revenue growth rates, EBITDA margin, market participant discount rates, and EBITDA multiples. As a result of this test, we determined that no impairment existed for the Outdoors reporting unit and that fair value substantially exceeded the carrying value.

Second Quarter 2026 Impairment Test

The strategic review of the Fiberon business within the Outdoors segment triggered the Company to perform an interim goodwill impairment test of the Outdoors reporting unit as of June 27, 2026. The fair value of the reporting unit was determined based on an equally weighted combination of a discounted cashflow analysis, or income approach, and a guideline public company method, or market approach, based on market multiples of comparable companies. The most significant assumptions used in the fair value analysis were forecasted revenue growth rates, EBITDA margin, market participant discount rates, and EBITDA multiples. As a result of this test, we determined that no impairment existed for the Outdoors reporting unit and that fair value substantially exceeded the carrying value.

The following table summarizes intangible assets:

(In millions)	As of June 27, 2026			As of December 27, 2025		
	Gross Carrying Amounts	Accumulated Amortization	Net Book Value	Gross Carrying Amounts	Accumulated Amortization	Net Book Value
Indefinite-lived tradenames	$ 511.7	$ -	$ 511.7	$ 519.8	$ -	$ 519.8
Amortizable intangible assets						
Tradenames	$ 75.9	$ (18.8)	$ 57.1	$ 78.8	$ (17.8)	$ 61.0
Customer and contractual relationships	875.7	(360.9)	514.8	1,024.0	(408.4)	615.6
Patents/proprietary technology	128.3	(98.7)	29.6	140.9	(105.6)	35.3
Total	1,079.9	(478.4)	601.5	1,243.7	(531.8)	711.9
Total intangible assets	$ 1,591.6	$ (478.4)	$ 1,113.2	$ 1,763.5	$ (531.8)	$ 1,231.7

The $171.9 million decrease in gross identifiable intangible assets was primarily due to an impairment within our Outdoors segment of $167.5 million and foreign currency translation adjustments.

Amortizable identifiable intangible assets, primarily customer relationships, are amortized over their estimated useful life, ranging from 4 to 30 years, based on the assessment of a number of factors that may impact useful life, which includes customer attrition rates and other relevant factors.

6. External Debt and Financing Arrangements

Senior Notes

At June 27, 2026, the Company had aggregate outstanding senior notes in the principal amount of $2.2 billion, with varying maturities (the "Notes"). The Notes are unsecured senior obligations of the Company. The following table provides a summary of the Company's outstanding Notes, including the net carrying value of the Notes, net of underwriting commissions, price discounts, and debt issuance costs as of June 27, 2026 and December 27, 2025:

				Net Carrying Value	
(in millions)	Principal Amount	Issuance Date	Maturity Date	June 27, 2026	December 27, 2025
3.250% Senior Notes	$ 700.0	September 2019	September 2029	697.6	697.2
4.000% Senior Notes	$ 450.0	March 2022	March 2032	447.4	447.2
4.500% Senior Notes	$ 450.0	March 2022	March 2052	437.1	436.9
5.875% Senior Notes	$ 600.0	June 2023	June 2033	595.2	594.8
Total Senior Notes long-term				$ 2,177.3	$ 2,176.1

Credit Facilities

In January 2026, the Company entered into a fourth amended and restated $1.25 billion revolving credit facility (the "Revolving Credit Agreement"), and borrowings thereunder will be used for general corporate purposes. The maturity date of the facility is January 2031. Borrowings under the Revolving Credit Agreement will bear interest at variable rates equal to, at the Company's election, the term Secured Overnight Financing Rate ("SOFR") plus an applicable term SOFR margin for an interest period selected by the Company. The applicable term SOFR rate margin will be determined based on the ratings of the Company's senior unsecured long-term debt securities. The daily simple SOFR rate margins range from 0.80% to 1.30%. Under the Revolving Credit Agreement, the Company is required to maintain a minimum ratio of consolidated EBITDA to consolidated interest expense of 3.0 to 1.0. Consolidated EBITDA is defined as consolidated net income before interest expense, income taxes, depreciation, amortization of intangible assets, losses from asset impairments, and certain other one-time adjustments. In addition, the Company's ratio of consolidated debt minus certain cash and cash equivalents to consolidated EBITDA generally may not exceed 3.5 to 1.0. There were no outstanding borrowings under this facility as of June 27, 2026 and December 27, 2025. As of June 27, 2026, we were in compliance with all covenants under this facility.

We currently have uncommitted bank lines of credit in China, which provide for unsecured borrowings for working capital of up to $30.5 million in aggregate as of June 27, 2026 and December 27, 2025. There were no outstanding balances as of June 27, 2026 and December 27, 2025.

Commercial Paper

The Company operates a commercial paper program (the "Commercial Paper Program") pursuant to which the Company may issue unsecured commercial paper notes. The Company's Revolving Credit Agreement is the liquidity backstop for the repayment of any notes issued under the Commercial Paper Program, and as such, borrowings under the Commercial Paper Program are included in Long-term debt in the Condensed Consolidated Balance Sheets. Amounts available under the Commercial Paper Program may be borrowed, repaid and re-borrowed, with the aggregate principal amount outstanding at any time, including borrowings under the Revolving Credit Agreement, not to exceed $1.25 billion. The Company expects to use any issuances under the Commercial Paper Program for general corporate purposes. Outstanding borrowings under the Commercial Paper Program as of June 27, 2026 and December 27, 2025 were $374.2 million and $368.8 million, respectively.

7. Financial Instruments

We do not enter into financial instruments for trading or speculative purposes. We principally use financial instruments to reduce the impact of changes in foreign currency exchange rates and commodities used as raw materials in our products. The principal derivative financial instruments we enter into on a routine basis are foreign exchange contracts. Derivative financial instruments are recorded at fair value. The counterparties to derivative contracts are major financial institutions. We are subject to credit risk on these contracts equal to the fair value of these instruments. Management currently believes that the risk of incurring material losses is unlikely and that the losses, if any, would be immaterial to the Company.

Raw materials used by the Company are subject to price volatility caused by unpredictable external factors such as supply conditions, geopolitical and economic variables, and weather. As a result, from time to time, we enter into commodity swaps to manage the price risk associated with forecasted purchases of materials used in our operations. We account for these commodity derivatives as economic hedges or cash flow hedges. Changes in the fair value of economic hedges are immediately recognized in current period earnings. Changes in the fair value of cash flow hedges are recorded in other comprehensive income. Amounts deferred in other comprehensive income are reclassified into cost of products sold in the period during which the hedged forecasted purchases affect earnings. The gross notional amount of all commodity derivatives outstanding at June 27, 2026 was $3.8 million. There were no commodity derivatives outstanding at December 27, 2025.

We may be exposed to interest rate risk on existing debt or forecasted debt issuance. To mitigate this risk, we may enter into interest rate hedge contracts. There were no outstanding interest rate hedge contracts as of June 27, 2026.

We may enter into foreign currency forward contracts to protect against foreign exchange risks associated with certain existing assets and liabilities, forecasted future cash flows, and net investments in foreign subsidiaries. Foreign exchange contracts related to forecasted future cash flows correspond to the periods of the forecasted transactions, which generally do not exceed 12 to 15 months subsequent to the latest balance sheet date. Our primary foreign currency hedge contracts pertain to the British pound, the Canadian dollar and the Mexican peso. The gross U.S. dollar equivalent notional amount of all foreign currency derivative hedges outstanding at June 27, 2026 was $604.8 million. Based on foreign exchange rates as of June 27, 2026, we estimate that $12.0 million of net derivative gains included in Accumulated other comprehensive income as of June 27, 2026 will be reclassified to earnings within the next twelve months.

We have entered into cross-currency swap contracts to hedge both our Canadian dollar, Chinese yuan and Euro exposures of the Company's net investments in certain foreign subsidiaries. As of June 27, 2026, the notional value of the cross-currency swap contracts was $153.0 million and the contracts expire at various dates through June 2027. The cross-currency swaps were designated as net investment hedges, with the amount of gain or loss associated with the change in fair value of these instruments included within Accumulated other comprehensive income and recognized upon termination of the respective net investment.

For derivative instruments that are designated as fair value hedges, the gain or loss on the derivative instrument, as well as the offsetting loss or gain on the hedged item, are recognized on the same line of the Condensed Consolidated Statements of Comprehensive Income. The changes in the fair value of cash flow hedges are reported in Accumulated other comprehensive income and are recognized in the Condensed Consolidated Statements of Comprehensive Income when the hedged item affects earnings.

The fair values of derivative instruments on the Condensed Consolidated Balance Sheets as of June 27, 2026 and December 27, 2025 were as follows:

		Fair Value	
(In millions)	**Location**	**June 27, 2026**	**December 27, 2025**
Assets:			
Foreign exchange contracts	Other current assets	$ 2.4	$ 1.2
Net investment hedges	Other assets	1.4	-
	Total assets	$ 3.8	$ 1.2
Liabilities:			
Foreign exchange contracts	Other current liabilities	$ 1.1	$ 1.6
Commodity contracts	Other current liabilities	0.4	-
Net investment hedges	Other current liabilities	1.7	2.9
	Total liabilities	$ 3.2	$ 4.5

The effects of derivative financial instruments on the statements of comprehensive income for the twenty-six weeks ended June 27, 2026 and June 28, 2025 were as follows:

(In millions)	Classification and Amount of Gain (Loss) Recognized in Income on Hedging Relationships		
	Twenty-Six Weeks Ended June 27, 2026		
	Cost of products sold	Interest expense	Other expense, net
Total amounts per Consolidated Statements of Comprehensive Income	$ 1,138.8	$ 53.9	$ 0.5
Gain (loss) on fair value hedging relationships			
Foreign exchange contracts:			
Hedged items	-	-	(1.8)
Derivative designated as hedging instruments	-	-	(1.4)
Gain on net investment hedging relationships	-	-	1.1
Gain (loss) on cash flow hedging relationships			
Foreign exchange contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	0.8	-	-
Commodity contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	-	-	-
Interest rate contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	-	6.3	-

(In millions)	Classification and Amount of Gain (Loss) Recognized in Income on Hedging Relationships		
	Twenty-Six Weeks Ended June 28, 2025		
	Cost of products sold	Interest expense	Other income, net
Total amounts per Consolidated Statements of Comprehensive Income	$ 1,238.7	$ 59.8	$ 8.2
Gain (loss) on fair value hedging relationships			
Foreign exchange contracts:			
Hedged items	-	-	4.4
Derivative designated as hedging instruments	-	-	(2.6)
Gain on net investment hedging relationships	-	-	1.7
Gain (loss) on cash flow hedging relationships			
Foreign exchange contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	-	-	-
Commodity contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	-	-	-
Interest rate contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	-	6.3	-

The effects of derivative financial instruments on the statements of comprehensive income for the thirteen weeks ended June 27, 2026 and June 28, 2025 were as follows:

(In millions)	Classification and Amount of Gain (Loss) Recognized in Income on Hedging Relationships		
	Thirteen Weeks Ended June 27, 2026		
	Cost of products sold	Interest expense	Other expense, net
Total amounts per Consolidated Statements of Comprehensive Income	$ 563.2	$ 27.4	$ 0.6
Gain (loss) on fair value hedging relationships			
Foreign exchange contracts:			
Hedged items	-	-	1.4
Derivative designated as hedging instruments	-	-	(2.9)
Gain on net investment hedging relationships	-	-	0.6
Gain (loss) on cash flow hedging relationships			
Foreign exchange contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	0.6	-	-
Commodity contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	-	-	-
Interest rate contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	-	3.2	-

(In millions)	Classification and Amount of Gain (Loss) Recognized in Income on Hedging Relationships		
	Thirteen Weeks Ended June 28, 2025		
	Cost of products sold	Interest expense	Other income, net
Total amounts per Consolidated Statements of Comprehensive Income	$ 660.1	$ 31.2	$ 7.3
Gain (loss) on fair value hedging relationships			
Foreign exchange contracts:			
Hedged items	-	-	1.4
Derivative designated as hedging instruments	-	-	-
Gain on net investment hedging relationships	-	-	0.7
Gain (loss) on cash flow hedging relationships			
Foreign exchange contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	0.4	-	-
Commodity contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	-	-	-
Interest rate contracts:			
Amount of gain or (loss) reclassified from accumulated other comprehensive (loss) income into income	-	3.2	-

8. Fair Value Measurements

The fair value hierarchy consists of the following three levels:

- Level 1 - valuations are quoted prices in active markets for identical assets or liabilities
- Level 2 - valuations based on quoted prices for similar instruments in active markets, quoted prices for identified or similar instruments in markets that are not active and model-based valuations in which all significant inputs are observable in the market
- Level 3 - valuations using unobservable inputs, due to little or no market activity for the asset or liability, such as internally-developed valuation models

The carrying value and fair value of debt as of June 27, 2026 and December 27, 2025 were as follows:

(In millions)	June 27, 2026		December 27, 2025	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Notes, net of underwriting commissions, price discounts and debt issuance costs	$ 2,177.3	$ 2,089.8	$ 2,176.1	$ 2,109.3
Commercial paper borrowings	374.2	374.2	368.8	368.8
Total debt	$ 2,551.5	$ 2,464.0	$ 2,544.9	$ 2,478.1

The estimated fair value of our Notes is determined by using quoted market prices of our debt securities, which are Level 1 inputs. The estimated fair value of borrowings under our Commercial Paper Program is determined primarily using broker quotes, which are Level 2 inputs, and are equal to their carrying value.

Assets and liabilities measured at fair value on a recurring basis as of June 27, 2026 and December 27, 2025 were as follows:

(In millions)	Fair Value	
	June 27, 2026	December 27, 2025
Assets		
Derivative financial instruments (Level 2)	$ 3.8	$ 1.2
Liabilities		
Derivative financial instruments (Level 2)	$ 3.2	$ 4.5

9. Accumulated Other Comprehensive Income (Loss)

The after-tax components of and changes in Accumulated other comprehensive (loss) income for the twenty-six and thirteen weeks ended June 27, 2026 and June 28, 2025 were as follows:

(In millions)	Foreign Currency Adjustments	Derivative Hedging Gain (Loss)	Defined Benefit Plan Adjustments	Accumulated Other Comprehensive Loss
Balance at December 28, 2024	$ (25.6)	$ 78.1	$ (10.1)	$ 42.4
Amounts classified into accumulated other comprehensive (loss) income	31.9	1.2	1.1	34.2
Amounts reclassified from accumulated other comprehensive (loss) income	-	(6.3)	-	(6.3)
Net current-period other comprehensive (loss) income	31.9	(5.1)	1.1	27.9
Balance at June 28, 2025	$ 6.3	$ 73.0	$ (9.0)	$ 70.3
Balance at December 27, 2025	$ 6.8	$ 67.6	$ (10.2)	$ 64.2
Amounts classified into accumulated other comprehensive (loss) income	(11.4)	1.2	(0.2)	(10.4)
Amounts reclassified from accumulated other comprehensive (loss) income	-	(5.4)	-	(5.4)
Net current-period other comprehensive (loss) income	(11.4)	(4.2)	(0.2)	(15.8)
Balance at June 27, 2026	$ (4.6)	$ 63.4	$ (10.4)	$ 48.4

(In millions)	Foreign Currency Adjustments	Derivative Hedging Gain (Loss)	Defined Benefit Plan Adjustments	Accumulated Other Comprehensive Loss
Balance at March 29, 2025	$ (17.2)	$ 75.1	$ (9.2)	$ 48.7
Amounts classified into accumulated other comprehensive (loss) income	23.5	1.4	0.2	25.1
Amounts reclassified from accumulated other comprehensive (loss) income	-	(3.5)	-	(3.5)
Net current-period other comprehensive (loss) income	23.5	(2.1)	0.2	21.6
Balance at June 28, 2025	$ 6.3	$ 73.0	$ (9.0)	$ 70.3
Balance at March 28, 2026	$ (0.7)	$ 65.5	$ (10.4)	$ 54.4
Amounts classified into accumulated other comprehensive (loss) income	(3.9)	0.8	-	(3.1)
Amounts reclassified from accumulated other comprehensive (loss) income	-	(2.9)	-	(2.9)
Net current-period other comprehensive (loss) income	(3.9)	(2.1)	-	(6.0)
Balance at June 27, 2026	$ (4.6)	$ 63.4	$ (10.4)	$ 48.4

The reclassifications out of Accumulated other comprehensive loss for the twenty-six and thirteen weeks ended June 27, 2026 and June 28, 2025 were as follows:

(In millions)

Details about Accumulated Other Comprehensive Loss Components	Amount Reclassified from Accumulated Other Comprehensive Loss		Affected Line Item in the Statement of Comprehensive Income
	Twenty-Six Weeks Ended June 27, 2026	Twenty-Six Weeks Ended June 28, 2025	
Gains (losses) on cash flow hedges			
Foreign exchange contracts	$ 0.8	$ -	Cost of products sold
Interest rate contracts	6.3	6.3	Interest expense
Total before tax	7.1	6.3	
Tax expense	(1.7)	-	
Net of tax	$ 5.4	$ 6.3	

(In millions)

Details about Accumulated Other Comprehensive Loss Components	Amount Reclassified from Accumulated Other Comprehensive Loss		Affected Line Item in the Statement of Comprehensive Income
	Thirteen Weeks Ended June 27, 2026	Thirteen Weeks Ended June 28, 2025	
Gains (losses) on cash flow hedges			
Foreign exchange contracts	$ 0.6	$ 0.4	Cost of products sold
Interest rate contracts	3.2	3.2	Interest expense
Total before tax	3.8	3.6	
Tax expense	(0.9)	(0.1)	
Total reclassifications for the period	$ 2.9	$ 3.5	

10. Revenue

The following table disaggregates our consolidated revenue by major sales distribution channels for the twenty-six and thirteen weeks ended June 27, 2026 and June 28, 2025:

(In millions)	Twenty-Six Weeks Ended June 27, 2026	Twenty-Six Weeks Ended June 28, 2025	Thirteen Weeks Ended June 27, 2026	Thirteen Weeks Ended June 28, 2025
Wholesalers[(a)]	$ 1,054.3	$ 1,128.8	$ 556.6	$ 623.0
Home Center retailers[(b)]	537.1	523.9	292.9	279.8
Other retailers[(c)]	230.0	230.9	126.0	126.5
U.S. net sales	1,821.4	1,883.6	975.5	1,029.3
International[(d)]	343.8	352.9	178.4	174.0
Net sales	$ 2,165.2	$ 2,236.5	$ 1,153.9	$ 1,203.3

(a) *Represents sales to customers whose business is oriented towards builders, professional trade people and home remodelers, inclusive of sales through our customers' respective internet website portals.*
(b) *Represents sales to the three largest "Do-It-Yourself" retailers: The Home Depot, Inc., Lowe's Companies, Inc. and Menards, Inc., inclusive of sales through their respective internet website portals.*
(c) *Represents sales principally to our mass merchant and standalone independent e-commerce customers.*
(d) *Represents sales in markets outside the United States, principally in China, Canada, Europe and Mexico.*

As part of our contracts with customers, we recognize contract liabilities, principally deferred revenue. Deferred revenue liabilities represent advanced payments and billings in excess of revenue recognized. Deferred revenue liabilities of $16.3 million and $20.1 million as of June 27, 2026 and December 27, 2025, respectively, were included in Other current liabilities in our Condensed Consolidated Balance Sheets, and $14.2 million and $14.7 million as of June 27, 2026 and December 27, 2025, respectively, were included in Other non-current liabilities in our Condensed Consolidated Balance Sheets.

11. Defined Benefit Plans

The components of net periodic benefit cost for pension benefits for the twenty-six and thirteen weeks ended June 27, 2026 and June 28, 2025 were as follows:

	Pension Benefits			
(In millions)	Twenty-Six Weeks Ended June 27, 2026	Twenty-Six Weeks Ended June 28, 2025	Thirteen Weeks Ended June 27, 2026	Thirteen Weeks Ended June 28, 2025
Interest cost	$ 4.6	$ 5.7	$ 2.3	$ 2.8
Expected return on plan assets	(4.0)	(5.4)	(2.0)	(2.7)
Net periodic benefit cost	$ 0.6	$ 0.3	$ 0.3	$ 0.1

12. Income Taxes

The effective income tax rates for the twenty-six and thirteen weeks ended June 27, 2026 were 153.1% and 39.2%, respectively. The effective income tax rates for the twenty-six and thirteen weeks ended June 28, 2025 were 30.1% and 32.1%, respectively.

The difference between the Company's effective income tax rate for the twenty-six weeks ended June 27, 2026 and the U.S. statutory income tax rate of 21% primarily relates to discrete tax items recognized year-to-date. Because these items were significant relative to the Company's pre-tax income, the resulting effective tax rate is not meaningful.

The difference between the Company's effective income tax rate for the thirteen weeks ended June 27, 2026 and the U.S. statutory income tax rate of 21% primarily relates to state income taxes, foreign income taxed at higher rates and decreases in uncertain tax positions. Due to the Company's pre-tax loss for the quarter, these items had a disproportionate impact on the effective income tax rate.

13. Product Warranties

We generally record warranty expense related to contractual warranty terms at the time of sale. We may also provide customer concessions for claims made outside of the contractual warranty terms and those expenses are recorded in the period in which the concession is made. We offer our customers various warranty terms based on the type of product that is sold. Warranty expense is determined based on historic claim experience and the nature of the product category. The following table summarizes activity related to our product warranty liability for the twenty-six weeks ended June 27, 2026 and June 28, 2025.

(In millions)	Twenty-Six Weeks Ended June 27, 2026	Twenty-Six Weeks Ended June 28, 2025
Reserve balance at beginning of period	$ 19.9	$ 20.2
Provision for warranties issued	1.9	3.3
Settlements made (in cash or in kind)	(3.7)	(4.4)
Foreign translation adjustments	(0.4)	-
Reserve balance at end of period	$ 17.7	$ 19.1

14. Information on Business Segments

The Company’s operations are structured into three segments, Water, Outdoors and Security. These segments are strategic business units with differing products and services.

The chief operating decision maker (“CODM”), our interim Chief Executive Officer during the second quarter of 2026, uses operating income to evaluate the performance of our segments and to make resource allocation decisions. Segment operating income excludes unallocated corporate costs. Operating income is the primary measure of segment profitability used in internal management reporting to the CODM. This measure is used to view operating trends, perform analytical comparisons and benchmark performance between periods, and to evaluate historical and forecasted financial performance as well as performance relative to our competitors. The monthly and quarterly results provided to the CODM include the net sales and operating income or loss of the consolidated Company and each segment. These financial results are reviewed against budget and the prior year in evaluating the performance of the segment. The CODM is also regularly provided qualitative and quantitative metrics to establish an understanding of drivers to the overall performance. The metrics provided include information at a functional level for the Company's operations and supply chain in addition to each segment. These metrics also include service and quality ratings, brand awareness, market performance and outlook, working capital efficiency, operational plant efficiency, commodity pricing, capital spending and an overview of transformation initiatives.

The significant expense categories and amounts shown below align with the segment level information that is regularly provided to the CODM. Intersegment expenses are included within the amounts below. Other operating expenses principally consist of cost of products sold and selling, general and administrative expenses, which are not provided to the CODM in managing performance of the operating segments.

The Water segment manufactures or assembles and sells faucets, accessories, kitchen sinks and waste disposals, predominantly under the Moen, ROHL, Riobel, Victoria+Albert, Perrin & Rowe, Aqualisa, Shaws, Emtek, Schaub and SpringWell brands. The Outdoors segment includes fiberglass and steel entry door systems under the Therma-Tru brand name, storm, screen and security doors under the Larson brand name, composite decking and railing under the Fiberon brand name, urethane millwork under the Fypon brand name and wide-opening exterior door systems and outdoor enclosures under the Solar Innovations brand. The Security segment includes locks, safety and security devices, connected and mechanical lock out tag out solutions and electronic security products under the Master Lock, American Lock, Yale and August brands, and fire-resistant safes, security containers and commercial cabinets under the SentrySafe brand. Corporate expenses consist primarily of headquarters administrative expenses.

Net sales and operating income for the twenty-six weeks ended June 27, 2026 and June 28, 2025 by segment were as follows:

(In millions)	Water	Outdoors	Security	Twenty-Six Weeks Ended June 27, 2026
Net sales	$ 1,168.6	$ 658.9	$ 337.7	$ 2,165.2
Depreciation	20.7	18.1	4.6	
Amortization of intangibles	19.7	14.8	2.5	
Other segment items [a]	849.5	786.0	259.8	
Segment operating income (loss)	$ 278.7	$ (160.0)	$ 70.8	$ 189.5
Unallocated expenses				138.3
Total operating income				$ 51.2
Interest expense				53.9
Other (income) expense, net				0.5
Total loss before income taxes				$ (3.2)

[a] *Other segment items recognized during the twenty-six weeks ended June 27, 2026 include cost of products sold, selling, general and administrative expenses and asset impairment charges.*

(In millions)	Water	Outdoors	Security	Twenty-Six Weeks Ended June 28, 2025
Net sales	$ 1,212.3	$ 683.6	$ 340.6	$ 2,236.5
Depreciation	26.0	31.7	6.3	
Amortization of intangibles	20.0	15.0	2.0	
Other segment items [a]	907.0	572.2	293.6	
Segment operating income	$ 259.3	$ 64.7	$ 38.7	$ 362.7
Unallocated expenses				94.1
Total operating income				$ 268.6
Interest expense				59.8
Other (income) expense, net				(8.2)
Total income before income taxes				$ 217.0

[a] *Other segment items recognized during the twenty-six weeks ended June 28, 2025 include cost of products sold and selling, general and administrative expenses.*

Net sales and operating income for the thirteen weeks ended June 27, 2026 and June 28, 2025 by segment were as follows:

(In millions)	Water	Outdoors	Security	Thirteen Weeks Ended June 27, 2026
Net sales	$ 605.0	$ 364.5	$ 184.4	$ 1,153.9
Depreciation	10.4	9.0	2.5	
Amortization of intangibles	9.8	7.4	1.2	
Other segment items [(a)]	409.8	525.5	131.6	
Segment operating income (loss)	$ 175.0	$ (177.4)	$ 49.1	$ 46.7
Unallocated expenses				55.7
Total operating loss				$ (9.0)
Interest expense				27.4
Other (income) expense, net				0.6
Total loss before income taxes				$ (37.0)

[(a)] *Other segment items recognized during the thirteen weeks ended June 27, 2026 include cost of products sold, selling, general and administrative expenses and asset impairment charges.*

(In millions)	Water	Outdoors	Security	Thirteen Weeks Ended June 28, 2025
Net sales	$ 646.9	$ 378.8	$ 177.6	$ 1,203.3
Depreciation	13.4	15.5	2.4	
Amortization of intangibles	10.1	7.5	1.4	
Other segment items [(a)]	467.4	313.7	151.1	
Segment operating income	$ 156.0	$ 42.1	$ 22.7	$ 220.8
Unallocated expenses				49.2
Total operating income				$ 171.6
Interest expense				31.2
Other (income) expense, net				(7.3)
Total income before income taxes				$ 147.7

[(a)] *Other segment items recognized during the thirteen weeks ended June 28, 2025 include cost of products sold and selling, general and administrative expenses.*

15. Restructuring and Other Charges

On January 18, 2025, we announced the decision to consolidate U.S. regional offices into one campus headquarters in Deerfield, Illinois. In connection with these consolidation activities and related organizational and personnel changes, the Company currently expects to continue to incur certain cash and non-cash restructuring and other charges related to employee relocation, severance, retention, non-cash asset related costs, lease exit costs, and other transition activities estimated in the range of approximately $100 million to $120 million in the aggregate. For the fifty-two weeks ended December 27, 2025, we incurred total charges of $89.6 million, including cash charges of $71.6 million primarily related to severance and other exit costs, and non-cash charges of $18.0 million primarily related to acceleration of property, plant and equipment depreciation. For the twenty-six weeks ended June 27, 2026, we incurred total charges of $9.3 million, including cash charges of $9.4 million primarily related to severance and other exit costs, and non-cash income adjustments of $0.1 million. The estimated ranges of restructuring and other charges are provisional and include management judgments and assumptions that could change as we execute our plans. Actual results may differ from these estimates, and the execution of our plan could result in additional charges.

Total restructuring and other charges (gains) for the twenty-six weeks ended June 27, 2026 and June 28, 2025 are shown below.

(In millions)	Twenty-Six Weeks Ended June 27, 2026			
		Other Charges (Gains) [a]		
	Restructuring Charges	Cost of Products Sold	SG&A [b]	Total Charges
Water	$ 5.1	$ -	$ 0.2	$ 5.3
Outdoors	0.9	1.1	0.1	2.1
Security	0.6	-	(0.2)	0.4
Corporate	5.9	-	3.5	9.4
Total	$ 12.5	$ 1.1	$ 3.6	$ 17.2

(In millions)	Twenty-Six Weeks Ended June 28, 2025			
		Other Charges (Gains) [a]		
	Restructuring Charges	Cost of Products Sold	SG&A [b]	Total Charges
Water	$ 15.8	$ 0.5	$ 3.2	$ 19.5
Outdoors	4.7	5.8	5.2	15.7
Security	5.7	3.7	1.4	10.8
Corporate	12.3	-	8.0	20.3
Total	$ 38.5	$ 10.0	$ 17.8	$ 66.3

(a) *"Other Charges (Gains)" represent charges or gains directly related to restructuring initiatives that cannot be reported as restructuring under GAAP. Such charges or gains may include losses on disposal of inventories, trade receivables allowances from exiting product lines, write-off of displays from exiting a customer relationship, accelerated depreciation resulting from the closure of facilities, and gains and losses on the sale of previously closed facilities.*

(b) *Selling, general and administrative expenses.*

Restructuring and other charges (gains) in the twenty-six weeks ended June 27, 2026 were primarily attributable to costs associated with the decision to consolidate our U.S. regional offices into one campus headquarters and related organizational and personnel changes. Restructuring and other charges in the twenty-six weeks ended June 28, 2025 were primarily attributable to costs associated with the decision to consolidate the Company's U.S. regional offices into one campus headquarters and its related organizational and personnel changes, product-line rationalizations within our Outdoors segment, plant closures in both our Water and Security segments and headcount-reduction actions across all segments.

Total restructuring and other charges (gains) for the thirteen weeks ended June 27, 2026 and June 28, 2025 are shown below.

(In millions)	Thirteen Weeks Ended June 27, 2026			
		Other Charges (Gains) (a)		
	Restructuring Charges	Cost of Products Sold	SG&A (b)	Total Charges
Water	$ 2.8	$ -	$ 0.1	$ 2.9
Outdoors	0.8	0.4	-	1.2
Security	0.5	(0.1)	-	0.4
Corporate	4.0	-	2.5	6.5
Total	$ 8.1	$ 0.3	$ 2.6	$ 11.0

(In millions)	Thirteen Weeks Ended June 28, 2025			
		Other Charges (Gains) (a)		
	Restructuring Charges	Cost of Products Sold	SG&A (b)	Total Charges
Water	$ 6.3	$ -	$ 3.2	$ 9.5
Outdoors	2.1	0.2	4.2	6.5
Security	1.8	0.4	1.4	3.6
Corporate	3.5	-	4.3	7.8
Total	$ 13.7	$ 0.6	$ 13.1	$ 27.4

(a) *"Other Charges (Gains)" represent charges or gains directly related to restructuring initiatives that cannot be reported as restructuring under GAAP. Such charges or gains may include losses on disposal of inventories, trade receivables allowances from exiting product lines, write-off of displays from exiting a customer relationship, accelerated depreciation resulting from the closure of facilities, and gains and losses on the sale of previously closed facilities.*

(b) *Selling, general and administrative expenses.*

Restructuring and other charges (gains) in the thirteen weeks ended June 27, 2026 and June 28, 2025 were primarily attributable to costs associated with the decision to consolidate our U.S. regional offices into one campus headquarters and related organizational and personnel changes.

Reconciliation of Restructuring Liability

(In millions)	Balance at December 27, 2025	2026 Provision	Cash Payments[a]	Non-Cash Write-offs	Balance at June 27, 2026
Workforce reduction costs	$ 27.2	$ 11.7	$ (19.3)	$ -	$ 19.6
Other	0.4	0.8	(1.4)	0.2	-
Total	$ 27.6	$ 12.5	$ (20.7)	$ 0.2	$ 19.6

(a) Cash payments primarily relate to severance charges.

(In millions)	Balance at December 28, 2024	2025 Provision	Cash Payments [a]	Non-Cash Write-offs	Balance at June 28, 2025
Workforce reduction costs	$ 6.2	$ 37.2	$ (8.4)	$ -	$ 35.0
Other	7.7	1.3	(0.9)	(0.5)	7.6
Total	$ 13.9	$ 38.5	$ (9.3)	$ (0.5)	$ 42.6

(a) Cash payments primarily relate to severance charges.

16. Earnings Per Share

The computations of earnings per common share for the twenty-six and thirteen weeks ended June 27, 2026 and June 28, 2025 were as follows:

(In millions, except per share data)	Twenty-Six Weeks Ended June 27, 2026	Twenty-Six Weeks Ended June 28, 2025	Thirteen Weeks Ended June 27, 2026	Thirteen Weeks Ended June 28, 2025
Net income (loss)	$ 1.7	$ 151.6	$ (22.5)	$ 100.3
Earnings per common share				
Basic earnings per share	$ 0.01	$ 1.25	$ (0.19)	$ 0.83
Diluted earnings per share	$ 0.01	$ 1.24	$ (0.19)	$ 0.83
Basic average shares outstanding	119.6	121.3	119.3	120.3
Stock-based awards	0.2	0.5	-	0.4
Diluted average shares outstanding	119.8	121.8	119.3	120.7
Antidilutive stock-based awards excluded from weighted-average number of shares outstanding for diluted earnings per share	2.3	1.8	3.0	2.5

17. Commitments and Contingencies

Litigation

The Company is a party to lawsuits that are ordinary, routine litigation matters incidental to its businesses. It is not possible to predict the outcome of the pending actions, and, as with any litigation, it is possible that these actions could be decided unfavorably to the Company. The Company believes that there are meritorious defenses to these actions and that these actions will not have a material adverse effect upon our results of operations, cash flows or financial condition, and where appropriate, these actions are being vigorously contested. Accordingly, the Company believes the likelihood of material loss is remote.

Environmental

We are involved in remediation activities to clean up hazardous wastes as required by federal and state laws. Liabilities for remediation costs of each site are based on our best estimate of undiscounted future costs, excluding possible insurance recoveries or recoveries from other third parties. Uncertainties about the status of laws, regulations, technology and information related to individual sites make it difficult to develop estimates of environmental remediation exposures. Some of the potential liabilities relate to sites we own, and some relate to sites we no longer own or never owned. Several of our subsidiaries have been designated as potentially responsible parties ("PRP") under Superfund or similar state laws. In most instances where our subsidiaries are named as a PRP, we enter into cost-sharing arrangements with other PRPs. We give notice to insurance carriers of potential PRP liability, but very rarely, if ever, receive reimbursement from insurance for PRP costs. We believe compliance with current environmental protection laws (before taking into account estimated recoveries from third parties) will not have a material adverse effect upon our results of operations, cash flows or financial condition.

IEEPA Tariff Refunds

The Company has paid customs duties on certain imported products subject to U.S. trade actions. The Company has filed claims seeking refunds of a portion of these duties based on ongoing legal proceedings and related administrative actions. During the second quarter of 2026, management determined that recovery of IEEPA tariff refund claims of $122.1 million was probable and estimable and recorded a refund receivable of $122.1 million and a related reduction to cost of products sold and inventory of $104.2 million and $17.9 million, respectively. As of June 27, 2026, the Company received $8.9 million of the submitted refund claims. The estimate reflects the Company's judgment regarding the portion of previously recognized IEEPA tariffs expected to be recoverable through the refund process, and it may be subject to change based on the ultimate resolution of refund claims. The ultimate amount of recoveries may differ from the Company's estimates, based on additional guidance, the resolution of specific entry-level claims or other administrative developments. To the extent there are changes in amounts that become recoverable, including any associated interest, such amounts will be recognized in the period in which information about the probable and reasonably estimable amounts becomes known to the Company.

Other

On September 12, 2025, the Company experienced a fire within a portion of one of its manufacturing facilities within the Outdoors segment. The fire primarily caused damage to owned property and equipment. In 2025, expenses of $21.1 million, related to clean-up costs, damage to assets and fixed operating costs, less probable insurance recoveries, were recorded within Cost of products sold in the Consolidated Statements of Comprehensive Income. For the twenty-six weeks ended June 27, 2026, expenses of $6.6 million, related to clean-up costs, less probable insurance recoveries, were recorded within Cost of products sold in the Consolidated Statements of Comprehensive Income.

18. Subsequent Events

Dividend Declared

On July 20, 2026, the Company's Board declared a cash dividend of $0.26 per common share payable on September 9, 2026 to stockholders of record at the close of business on August 21, 2026.

Item 2.

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and the notes thereto, which are included in this report, as well as our audited consolidated financial statements for the year ended December 27, 2025, which are included in our Annual Report on Form 10-K for the year ended December 27, 2025.

This discussion contains forward-looking statements that are made pursuant to the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). 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, in addition to statements regarding our strategies and investments to enhance execution and realign our business, our expectations for the markets in which we operate, expected impacts from recently-announced organizational and leadership changes, the market potential of our brands, trends in the housing market, the potential impact of costs, including material and labor costs, the potential impact of inflation, expected capital spending, expected pension contributions, the expected effects of acquisitions, dispositions and other strategic transactions including the expected benefits and costs of the spin-off of MasterBrand, Inc. and the tax-free nature of the spin-off transaction, the anticipated effects of recently issued accounting standards on our financial statements, the anticipated impact of future tariff refunds and other matters that are not historical in nature. Statements that include the words "believes," "expects," "anticipates," "intends," "projects," "estimates," "plans," "outlook," "positioned", "confident," "opportunity", "focus" 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, plans, estimates, assumptions and projections of our management about our industry, business and future financial results available at the time this report is filed with the SEC. 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, including but not limited to: (i) our reliance on the North American and Chinese home improvement, repair and remodel and new home construction activity levels, (ii) the housing market, downward changes in the general economy, unfavorable interest rates or other business conditions, (iii) the competitive nature of consumer and trade brand businesses, (iv) our ability to execute on our strategic plans and the effectiveness of our strategies in the face of business competition, (v) our reliance on key customers and suppliers, including wholesale distributors and dealers and retailers, (vi) risks associated with our recent leadership changes and our search processes to identify additional permanent members of senior management, (vii) risks relating to rapidly evolving technological change, (viii) risks associated with our ability to improve organizational productivity and global supply chain efficiency and flexibility, (ix) risks associated with global commodity and energy availability and price volatility, as well as the possibility of sustained inflation, (x) delays or outages in our information technology systems or computer networks or breaches of our information technology systems or other cybersecurity incidents, (xi) risks associated with doing business globally, including changes in trade-related tariffs (including recent U.S. tariffs announced or imposed on China, Canada, Mexico and other countries and any reciprocal actions taken by such countries) and risks with uncertain trade environments, (xii) risks associated with the disruption of operations, including as a result of severe weather events, (xiii) our inability to obtain raw materials and finished goods in a timely and cost-effective manner, (xiv) risks associated with strategic acquisitions, divestitures and joint ventures, including difficulties integrating acquired companies and the inability to achieve the expected financial results and benefits of transactions, (xv) impairments in the carrying value of goodwill or other acquired intangible assets, (xvi) risks of increases in our defined benefit-related costs and funding requirements, (xvii) our ability to attract and retain qualified personnel and other labor constraints, (xviii) the effect of climate change and the impact of related changes in government regulations and consumer preferences, (xix) risks associated with environmental, social and governance matters, (xx) potential liabilities and costs from claims and litigation, (xxi) changes in government and industry regulatory standards, (xxii) future tax law changes or the interpretation of existing tax laws, and (xxiii) our ability to secure and protect our intellectual property rights, as well as those described in the section of our Annual Report on Form 10-K for the year ended December 27, 2025 entitled Item 1A. "Risk Factors". We undertake no obligation to, and expressly disclaim any such obligation to, update, amend, clarify or revise 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.

OVERVIEW

References to “Fortune Brands,” “the Company,” “we,” “our” and “us” refer to Fortune Brands Innovations, Inc. and its consolidated subsidiaries as a whole, unless the context otherwise requires. The Company is a leading home, security and digital products company whose purpose is to elevate every life by transforming spaces into havens. We sell our products through a wide array of sales channels, including kitchen and bath dealers, wholesalers oriented toward builders or professional remodelers, industrial and locksmith distributors, “do-it-yourself” remodeling-oriented home centers, showrooms, direct to consumer, e-commerce and other retail outlets.

We believe that the Company has certain competitive advantages including market-leading brands, a diversified mix of channels, lean and flexible supply chains, a strong capital structure, as well as a tradition of strong innovation and customer service. We are focused on outperforming our markets in growth, profitability and returns in order to drive increased stockholder value. We believe the Company’s track record reflects the long-term attractiveness and potential of the categories we serve and our leading brands. We believe the long-term outlook for our products remains favorable, and our strategic advantages, including the set of capabilities we refer to as the Fortune Brands Advantage, will help us to achieve profitable organic growth over time.

We continue to believe our most attractive opportunities are to invest in profitable organic growth initiatives, pursue accretive strategic acquisitions, non-controlling equity investments, and joint ventures, and return cash to stockholders through a combination of dividends and repurchases of shares of our common stock under our share repurchase program as explained in further detail under “Liquidity and Capital Resources” below.

The U.S. market for our products primarily consists of spending on both new home construction and repair and remodel activities within existing homes, with a substantial majority of the markets we serve consisting of repair and remodel spending. Growth in the U.S. market for our home products will largely depend on consumer confidence, employment, wage growth, home prices, equity levels and rates of extraction, stable mortgage rates and credit availability. Increases in inflation and mortgage rates during the preceding years have slowed the pace of single-family and existing home sales activity and new home construction and repair and remodel activities. However, we believe we are well positioned to manage the continued slow-down in the housing market as we believe the fundamental drivers of the housing market remain intact.

We have been and may continue to be impacted by near-term supply, labor and freight constraints, a volatile geopolitical environment, as well as increased rates of inflation, increased interest rates and unfavorable fluctuations in foreign exchange rates. In addition, we have been adversely impacted and may in the future be impacted by tariff-related costs.

On February 20, 2026, the U.S. Supreme Court ruled that the U.S. tariffs imposed under the International Emergency Economic Powers Act (“IEEPA”) on goods imported into the U.S. were unauthorized. In March 2026, the Court of International Trade (“CIT”) issued refund orders and the administrative system the government created to process refunds began accepting refund claims on April 20, 2026. During the second quarter of 2026, management determined that recovery of IEEPA tariff refund claims of $122.1 million were probable and estimable and recorded a refund receivable of $122.1 million and a related reduction to cost of products sold and inventory of $104.2 million and $17.9 million, respectively. As of June 27, 2026, the Company received $8.9 million of the submitted refund claims. The estimate reflects Company’s judgment regarding the portion of previously recognized IEEPA tariffs expected to be recoverable through the refund process, and it may be subject to change based on the ultimate resolution of refund claims. The ultimate amount of recoveries may differ from the Company’s estimates, based on additional guidance, the resolution of specific entry-level claims or other administrative developments. To the extent there are changes in amounts that become recoverable, including any associated interest, such amounts will be recognized in the period in which information about the probable and reasonably estimable amounts becomes known to the Company. We will continue to monitor changes to import and export policies of the U.S. and other countries that could impact our financial position, results of operations and cash flows.

The Company continues to actively work to mitigate the anticipated impacts of tariffs through a combination of supply chain actions, cost-out activities and strategic pricing actions across all of our channels and brands. However, this remains a rapidly evolving landscape, and the Company's ability to mitigate the anticipated impacts of tariffs could be affected by a number of factors, including additional tariffs or trade-related sanctions imposed by the U.S. or other countries, and if the Company is ultimately not able to substantially mitigate the impacts of tariffs, there would be negative impacts to the Company's results of operations. We are also unable, at this time, to determine any future negative impacts from reduced consumer spending as a result of inflationary or other macroeconomic pressures or uncertainty that may result from the imposition of current or future tariffs.

The Company announced on May 27, 2026 that, in collaboration with the Board of Directors, management initiated a formal strategic review of its Fiberon composite decking business. The review explores a range of strategic alternatives while Fiberon continues to operate its business, serve customers, and execute its commercial priorities. The Company recognized asset impairment charges of $228.7 million with respect to the Fiberon asset group as of June 27, 2026.

RESULTS OF OPERATIONS

Twenty-Six Weeks Ended June 27, 2026 Compared To Twenty-Six Weeks Ended June 28, 2025

Fortune Brands delivered net income of $1.7 million, or $0.01 per diluted common share for the twenty-six weeks ended June 27, 2026 compared to net income of $151.6 million, or $1.24 per diluted common share in the prior year. Net income for the twenty-six weeks ended June 27, 2026 was negatively impacted by asset impairment charges of $229.3 million and lower sales unit volume, partially offset by tariff refunds of $104.2 million. We delivered cash provided by operating activities of $83.6 million of the twenty-six weeks ended June 27, 2026, compared to $66.0 million in the same prior year period.

	Net Sales		
(In millions)	2026	2025	% Change vs. Prior Year
Water	$ 1,168.6	$ 1,212.3	(3.6) %
Outdoors	658.9	683.6	(3.6)
Security	337.7	340.6	(0.9)
Net sales	$ 2,165.2	$ 2,236.5	(3.2) %

	Operating Income (Loss)		
	2026	2025	% Change vs. Prior Year
Water	$ 278.7	$ 259.3	7.5 %
Outdoors	(160.0)	64.7	(347.3)
Security	70.8	38.7	82.9
Less: Corporate expenses	(138.3)	(94.1)	47.0
Operating income	$ 51.2	$ 268.6	(80.9) %

The following discussion of consolidated results of operations and segment results refers to the twenty-six weeks ended June 27, 2026 compared to the twenty-six weeks ended June 28, 2025. Consolidated results of operations should be read in conjunction with segment results of operations.

Net sales

Net sales decreased by $71.3 million, or 3.2%, primarily due to lower sales volume across all operating segments, primarily driven by market softness, service level challenges and discrete share losses in certain product categories. Volume declines were offset by year over year price increases, including those intended to mitigate cost increases, and by the favorable impact of foreign exchange of $15.2 million.

Cost of products sold

Cost of products sold decreased by $99.9 million, or 8.1%, primarily due to the recognition of the IEEPA tariff refunds in the current year and lower sales volumes, partially offset by higher landed product cost.

Selling, general and administrative expenses

Selling, general and administrative expenses increased by $42.8 million, or 6.5%, primarily due to costs associated with governance advisory services and leadership changes of $43.6 million and increased variable incentive compensation costs of $14.3 million, partially offset by lower restructuring-related charges of $14.2 million.

Asset impairment charges

Asset impairment charges increased by $229.3 million primarily due to the impairment of property, plant and equipment, net, customer and contractual relationships, and an indefinite-lived tradename within our Outdoors segment.

Restructuring charges

Restructuring charges of $12.5 million were primarily due to costs incurred in connection with the Company's headquarters consolidation and organizational changes for cost optimization.

RESULTS OF OPERATIONS (Continued)

Interest expense

Interest expense decreased by $5.9 million, or 9.9%, to $53.9 million primarily due to lower commercial paper borrowings net of repayments and lower interest rates on commercial paper during the twenty-six weeks ended June 27, 2026 of $5.0 million, as compared to the twenty-six weeks ended June 28, 2025 of $640.0 million.

Other income, net

Other income, net, was $(0.5) million in the twenty-six weeks ended June 27, 2026, compared to $8.2 million in the twenty-six weeks ended June 28, 2025. The decrease in other income, net was primarily due to a decrease in interest income of $2.5 million, and increases in foreign currency transaction expense of $5.9 million.

Income taxes

The effective income tax rates for the twenty-six weeks ended June 27, 2026 and twenty-six weeks ended June 28, 2025 were 153.1% and 30.1%, respectively.

The difference between the Company's effective income tax rate for the twenty-six weeks ended June 27, 2026 and the U.S. statutory income tax rate of 21% primarily relates to discrete tax items recognized year-to-date. Because these items were significant relative to the Company's pre-tax income, the resulting effective tax rate is not meaningful.

The difference between the Company’s effective income tax rate for the twenty-six weeks ended June 28, 2025, and the U.S. statutory rate of 21% primarily relates to state income taxes, including the state income tax impacts of legal entity restructuring, foreign income taxed at higher rates, and dividend withholding tax, partially offset by decreases in uncertain tax positions.

Results By Segment

Water

Net sales decreased by $43.7 million, or 3.6%, primarily due to lower sales unit volume from the carryover of discrete share losses from the first half of 2025, service level challenges, and market softness among the production builders. Volume declines were offset by price actions to mitigate cost inflation, continued growth in the eCommerce channel, and the favorable impact of foreign exchange of $12.0 million.

Operating income increased by $19.4 million, or 7.5%, primarily due to tariff refunds recognized of $73.9 million, lower restructuring and restructuring-related charges of $14.2 million, partially offset by the impact of lower net sales, higher landed product cost, and higher variable incentive compensation cost of $7.1 million.

Outdoors

Net sales decreased by $24.7 million, or 3.6%, primarily due to lower sales unit volume from softer new construction related demand in the wholesale channel, partially offset by price actions to mitigate cost inflation.

Operating income decreased by $224.7 million, or 347.3%, primarily due to asset impairment charges of $228.7 million, lower net sales and higher landed product cost, partially offset by lower restructuring and restructuring-related charges of $13.6 million, and tariff refunds recognized of $7.9 million.

Security

Net sales decreased by $2.9 million, or 0.9%, primarily due to lower sales unit volume, partially offset by pricing actions to mitigate cost inflation and the favorable impact of foreign exchange of $3.2 million.

Operating income increased by $32.1 million, or 82.9%, primarily due to tariff refunds recognized of $22.4 million and lower restructuring and restructuring-related charges of $10.4 million, partially offset by lower net sales and higher landed product cost.

Corporate

Corporate expenses increased by $44.2 million, or 47.0%, primarily due to costs associated with governance advisory services and leadership changes of $43.6 million, increased compensation costs of $9.5 million, partially offset by lower restructuring and restructuring-related charges of $10.9 million.

Thirteen Weeks Ended June 27, 2026 Compared To Thirteen Weeks Ended June 28, 2025

(In millions)	Net Sales 2026	2025	% Change vs. Prior Year
Water	$ 605.0	$ 646.9	(6.5) %
Outdoors	364.5	378.8	(3.8)
Security	184.4	177.6	3.8
Net sales	$ 1,153.9	$ 1,203.3	(4.1) %

	Operating Income (Loss) 2026	2025	% Change vs. Prior Year
Water	$ 175.0	$ 156.0	12.2 %
Outdoors	(177.4)	42.1	(521.4)
Security	49.1	22.7	116.3
Less: Corporate expenses	(55.7)	(49.2)	13.2
Operating income (loss)	$ (9.0)	$ 171.6	(105.2) %

The following discussion of consolidated results of operations and segment results refers to the thirteen weeks ended June 27, 2026 compared to the thirteen weeks ended June 28, 2025. Consolidated results of operations should be read in conjunction with segment results of operations.

Net sales

Net sales decreased by $49.4 million, or 4.1%, primarily due to lower sales at our Water and Outdoors segments. The decline was offset by year over year price increases, including those intended to mitigate cost increases, higher sales in the Security segment, and a favorable foreign exchange of $5.1 million.

Cost of products sold

Cost of products sold decreased by $96.9 million, or 14.7%, primarily due to recognition of the IEEPA tariff refunds in the current year and lower sales volume, partially offset by higher landed product cost.

Selling, general and administrative expenses

Selling, general and administrative expenses increased by $5.0 million, or 1.5%, primarily due to increased compensation costs of $16.2 million, partially offset by lower restructuring-related charges of $10.5 million.

Asset impairment charges

Asset impairment charges increased by $229.3 million primarily due to the impairment of property, plant and equipment, net, customer and contractual relationships, and an indefinite-lived tradename within our Outdoors segment.

Restructuring charges

Restructuring charges of $8.1 million were primarily attributable to costs associated with the decision to consolidate our U.S. regional offices into one campus headquarters and organizational changes for cost optimization.

Interest expense

Interest expense decreased by $3.8 million, or 12.2%, primarily due to lower commercial paper borrowings net of repayments during the thirteen weeks ended June 27, 2026 of ($163.3 million) and lower interest rates on commercial paper, as compared to the thirteen weeks ended June 28, 2025 of $358.0 million.

Other income, net

Other income, net, was $(0.6) million in the thirteen weeks ended June 27, 2026, compared to $7.3 million in the thirteen weeks ended June 28, 2025. The decrease in other income, net was primarily due to a decrease in interest income of $2.0 million, and increases in foreign currency transaction expense of $5.7 million.

Income taxes

The effective income tax rates for the thirteen weeks ended June 27, 2026 and thirteen weeks ended June 28, 2025 were 39.2% and 32.1%, respectively.

The difference between the Company's effective income tax rate for the thirteen weeks ended June 27, 2026 and the U.S. statutory income tax rate of 21% primarily relates to state income taxes, foreign income taxed at higher rates and decreases in uncertain tax positions. Due to the Company's pre-tax loss for the quarter, these items had a disproportionate impact on the effective income tax rate.

The difference between the Company’s effective income tax rate for the thirteen weeks ended June 28, 2025, and the U.S. statutory rate of 21% primarily relates to state income taxes, including the state income tax impacts of legal entity restructuring, foreign income taxed at higher rates, and dividend withholding tax, partially offset by decreases in uncertain tax positions.

Results By Segment

Water

Net sales decreased by $41.9 million, or 6.5%, primarily due to lower sales unit volume from the carryover of discrete share losses from the first half of 2025, service level challenges, and market softness among the production builders. Volume declines were offset by price actions to mitigate cost inflation, and continued growth in the eCommerce channel and the favorable impact of foreign exchange of $4.5 million.

Operating income increased by $19.0 million, or 12.2%, primarily due to tariff refunds recognized of $73.9 million, lower restructuring and restructuring-related charges of $6.6 million, partially offset by the impact of lower sales, higher landed product cost, and higher variable incentive compensation costs of $7.1 million.

Outdoors

Net sales decreased by $14.3 million, or 3.8%, primarily due to lower sales unit volume from softer new construction demand in the wholesale channel, partially offset by price actions to mitigate cost increases.

Operating income decreased by $219.5 million, or 521.4%, primarily due to asset impairment charges of $228.7 million, lower sales unit volume and higher landed product cost, partially offset by tariff refunds recognized of $7.9 million, and lower restructuring and restructuring-related charges of $5.3 million.

Security

Net sales increased by $6.8 million, or 3.8%, primarily due to higher sales unit volume in the commercial, retail, and eCommerce channels, and pricing actions to mitigate cost inflation.

Operating income increased by $26.4 million, or 116.3%, primarily due to tariff refunds recognized of $22.4 million, higher net sales, and lower restructuring and restructuring-related charges of $3.2 million, partially offset by higher landed product cost.

Corporate

Corporate expenses increased by $6.5 million, or 13.2%, primarily due to increased compensation costs of $8.4 million, partially offset by lower restructuring and restructuring-related charges of $1.3 million.

LIQUIDITY AND CAPITAL RESOURCES

Our principal sources of liquidity are cash on hand, cash flows from operating activities, cash borrowed under our credit facility and cash from debt issuances in the capital markets. Our operating income is generated by our subsidiaries. We believe our operating cash flows, including funds available under the credit facility and access to capital markets, provide sufficient liquidity to support the Company's working capital requirements, capital expenditures and service of indebtedness, as well as to finance acquisitions, repurchase shares of our common stock and pay dividends to stockholders, as the Board of Directors deems appropriate both for the 12-month period following June 27, 2026, and in the long-term.

Our cash flows from operations, borrowing availability and overall liquidity are subject to certain risks and uncertainties, including those described in the section of our Annual Report on Form 10-K for the year ended December 27, 2025 entitled "Item 1A. Risk Factors". In addition, we cannot predict whether or when we may enter into acquisitions, joint ventures or dispositions, repurchase shares of our common stock under our share repurchase program or pay dividends, or what impact any such transactions could have on our results of operations, cash flows or financial condition, whether as a result of the issuance of debt or equity securities, or otherwise.

Long-Term Debt

As of June 27, 2026, the Company had aggregate outstanding notes in the principal amount of $2.2 billion, with varying maturities (the "Notes"). The Notes are unsecured senior obligations of the Company. In addition, we believe that we have the ability to obtain alternative sources of financing if required. The following table provides a summary of the Company's outstanding Notes, including the net carrying value of the Notes, net of underwriting commissions, price discounts and debt issuance costs as of June 27, 2026 and December 27, 2025:

(in millions)	Principal Amount	Issuance Date	Maturity Date	Net Carrying Value June 27, 2026	Net Carrying Value December 27, 2025
3.250% Senior Notes	$ 700.0	September 2019	September 2029	697.6	697.2
4.000% Senior Notes	$ 450.0	March 2022	March 2032	447.4	447.2
4.500% Senior Notes	$ 450.0	March 2022	March 2052	437.1	436.9
5.875% Senior Notes	$ 600.0	June 2023	June 2033	595.2	594.8
Total Senior Notes long-term				$ 2,177.3	$ 2,176.1

Credit Facilities

In January 2026, the Company entered into a fourth amended and restated $1.25 billion revolving credit facility (the "Revolving Credit Agreement"), and borrowings thereunder will be used for general corporate purposes. The maturity date of the facility is January 2031. Borrowings under the Revolving Credit Agreement will bear interest at variable rates equal to, at the Company's election, the term Secured Overnight Financing Rate ("SOFR") plus an applicable term SOFR margin for an interest period selected by the Company. The applicable term SOFR rate margin will be determined based on the ratings of the Company's senior unsecured long-term debt securities. The daily simple SOFR rate margins range from 0.80% to 1.30%. Under the Revolving Credit Agreement, the Company is required to maintain a minimum ratio of consolidated EBITDA to consolidated interest expense of 3.0 to 1.0. Consolidated EBITDA is defined as consolidated net income before interest expense, income taxes, depreciation, amortization of intangible assets, losses from asset impairments, and certain other one-time adjustments. In addition, the Company's ratio of consolidated debt minus certain cash and cash equivalents to consolidated EBITDA generally may not exceed 3.5 to 1.0. There were no outstanding borrowings under this facility as of June 27, 2026 and December 27, 2025. As of June 27, 2026, we were in compliance with all covenants under this facility.

We currently have uncommitted bank lines of credit in China, which provide for unsecured borrowings for working capital of up to $30.5 million in aggregate as of June 27, 2026 and December 27, 2025. There were no outstanding balances as of June 27, 2026 and December 27, 2025.

Commercial Paper

The Company operates a commercial paper program (the "Commercial Paper Program") pursuant to which the Company may issue unsecured commercial paper notes. The Company's Revolving Credit Agreement is the liquidity backstop for the repayment of any notes issued under the Commercial Paper Program, and as such borrowings under the Commercial Paper Program are included in Long-term debt in the Condensed Consolidated Balance Sheets. Amounts available under the Commercial Paper Program may be borrowed, repaid and re-borrowed, with the aggregate principal amount outstanding at any time, including borrowings under the Revolving Credit Agreement, not to exceed $1.25 billion. The Company expects to use any issuances under the Commercial Paper Program for general corporate purposes. Outstanding borrowings under the Commercial Paper Program as of June 27, 2026 and December 27, 2025 were $374.2 million and $368.8 million, respectively.

Cash and Seasonality

On June 27, 2026, we had non-restricted cash and cash equivalents of $209.7 million, of which $190.3 million was held at non-U.S. subsidiaries. We manage our global cash requirements considering (i) available funds among the subsidiaries through which we conduct business, (ii) the geographic location of our liquidity needs, and (iii) the cost to access international cash balances. The repatriation of non-U.S. cash balances from certain subsidiaries could have adverse tax consequences as we may be required to pay and record tax expense on those funds that are repatriated.

Our operating cash flows are significantly impacted by the seasonality of our business. We typically generate most of our operating cash flow in the third and fourth fiscal quarters of each year.

We believe that our current cash position, cash flow generated from operations, amounts available under our revolving credit facility and access to the capital markets should be sufficient for our operating requirements and enable us to fund our capital expenditures, share repurchases, dividend payments, and required long-term debt payments.

Share Repurchases and Dividends

In the twenty-six weeks ended June 27, 2026, we repurchased 1.0 million shares of our outstanding common stock under the Company’s share repurchase program for $45.2 million. As of June 27, 2026, the Company’s total remaining share repurchase authorization under its share repurchase program was approximately $782.1 million. The share repurchase program does not obligate the Company to repurchase any specific dollar amount or number of shares and may be suspended or discontinued at any time.

In the twenty-six weeks ended June 27, 2026, we paid dividends in the amount of $62.2 million to the Company’s stockholders. Our Board of Directors will continue to evaluate dividend payment opportunities on a quarterly basis. There can be no assurance as to when and if future dividends will be paid, and at what level, because the payment of dividends is dependent on our financial condition, results of operations, cash flows, capital requirements and other factors deemed relevant by our Board of Directors. Our subsidiaries are not limited by long-term debt or other agreements in their abilities to pay cash dividends or to make other distributions with respect to their capital stock or other payments to the Company.

On July 20, 2026, the Company's Board declared a cash dividend of $0.26 per common share payable on September 9, 2026 to stockholders of record at the close of business on August 21, 2026.

Acquisitions

We periodically review our portfolio of brands and evaluate potential strategic transactions and other capital initiatives to increase stockholder value.

Cash Flows

Below is a summary of cash flows for the twenty-six weeks ended June 27, 2026 and June 28, 2025.

(In millions)	Twenty-Six Weeks Ended June 27, 2026	Twenty-Six Weeks Ended June 28, 2025
Net cash provided by operating activities	$ 83.6	$ 66.0
Net cash used in investing activities	(34.0)	(57.0)
Net cash used in financing activities	(102.5)	(165.3)
Effect of foreign exchange rate changes on cash	(1.3)	9.6
Net decrease in cash and cash equivalents	$ (54.2)	$ (146.7)

Net cash provided by operating activities was $83.6 million in the twenty-six weeks ended June 27, 2026, compared to net cash provided by operating activities of $66.0 million in the twenty-six weeks ended June 28, 2025. The increase in cash provided of $17.6 million was primarily due to changes in other assets, inventories, accrued expenses and accrued taxes.

Net cash used in investing activities was $34.0 million in the twenty-six weeks ended June 27, 2026, compared to net cash used in investing activities of $57.0 million in the twenty-six weeks ended June 28, 2025. The decrease in cash used of $23 million was primarily due to a decrease in capital expenditures, as well as proceeds generated from the disposition of assets.

Net cash used in financing activities was $102.5 million in the twenty-six weeks ended June 27, 2026, compared to net cash used in financing activities of $165.3 million in the twenty-six weeks ended June 28, 2025. The decrease in cash used of $62.8 million was primarily due to lower treasury stock purchases offset by lower net debt proceeds.

Pension Plans

Subsidiaries of Fortune Brands sponsor their respective defined benefit pension plans that are funded by a portfolio of investments maintained within our benefit plan trust. As of December 27, 2025, the fair value of our total pension plan assets was $188.3 million, representing funding of approximately 95% of the accumulated qualified benefit obligation liability. During the twenty-six weeks ended June 27, 2026, we made no pension contributions. For the foreseeable future, we believe that we have sufficient liquidity to meet the minimum funding that may be required by the Pension Protection Act of 2006.

Foreign Exchange

We have operations in various foreign countries, principally Canada, Mexico, the United Kingdom, China, South Africa, Vietnam and France. Therefore, changes in the value of the related currencies affect our financial statements when translated into U.S. dollars.

CRITICAL ACCOUNTING ESTIMATES

There have been no material changes in the information provided in the section entitled "Critical Accounting Estimates" in our Annual Report on Form 10-K for the year ended December 27, 2025.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

There have been no material changes in the information provided in the section entitled "Quantitative and Qualitative Disclosures about Market Risk" in our Annual Report on Form 10-K for the year ended December 27, 2025.

Item 4. CONTROLS AND PROCEDURES.

(a) Evaluation of Disclosure Controls and Procedures.

The Company's management has evaluated, with the participation of the Company's Chief Executive Officer and Interim Chief Financial Officer, the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and the Interim Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective as of the end of the period covered by this report.

(b) Changes in Internal Control Over Financial Reporting.

There have been no changes in our internal control over financial reporting that occurred during thirteen weeks ended June 27, 2026 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS.

(a) Litigation.

The Company is a party to lawsuits that are ordinary, routine litigation matters incidental to its businesses. It is not possible to predict the outcome of the pending actions, and, as with any litigation, it is possible that these actions could be decided unfavorably to the Company. The Company believes that there are meritorious defenses to these actions and that these actions will not have a material adverse effect upon our results of operations, cash flows or financial condition, and where appropriate, these actions are being vigorously contested. Accordingly, the Company believes the likelihood of material loss is remote.

(b) Environmental.

We are involved in remediation activities to clean up hazardous wastes as required by federal and state laws. Liabilities for remediation costs of each site are based on our best estimate of undiscounted future costs, excluding possible insurance recoveries or recoveries from other third parties. Uncertainties about the status of laws, regulations, technology and information related to individual sites make it difficult to develop estimates of environmental remediation exposures. Some of the potential liabilities relate to sites we own, and some relate to sites we no longer own or never owned. Several of our subsidiaries have been designated as potentially responsible parties ("PRP") under Superfund or similar state laws. In most instances where our subsidiaries are named as a PRP, we enter into cost-sharing arrangements with other PRPs. We give notice to insurance carriers of potential PRP liability, but very rarely, if ever, receive reimbursement from insurance for PRP costs. We believe compliance with current environmental protection laws (before taking into account estimated recoveries from third parties) will not have a material adverse effect upon our results of operations, cash flows or financial condition.

Item 1A. RISK FACTORS.

There have been no material changes to the risk factors previously disclosed in our Annual Report on Form 10-K for the fiscal year ended December 27, 2025.

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

Below are the repurchases of common stock by the Company or any "affiliated purchaser" (as defined in Rule 10b-18(a)(3) under the Exchange Act) for the thirteen weeks ended June 27, 2026:

Issuer Purchases of Equity Securities

Thirteen Weeks Ended June 27, 2026	Total number of shares purchased [(a)]	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs [(a)]	Maximum dollar amount that may yet be purchased under the plans or programs [(a)]
March 29 – April 25	-	$ -	-	$ 783,772,024
April 26 – May 23	50,202	33.80	50,202	782,075,098
May 24 – June 27	-	-	-	782,075,098
Total	50,202	$ 33.80	50,202	$ 782,075,098

(a) *Information on the Company's share repurchase program follows:*

Authorization date	Announcement date	Authorization amount	Expiration date
February 4, 2025	February 6, 2025	$1,000,000,000	February 4, 2027

Item 5. OTHER INFORMATION.

Securities Trading Plans of Directors and Officers

A significant portion of the compensation of our officers is delivered in the form of equity awards, including performance share awards, restricted stock units and stock options. The Company’s compensation programs and practices are designed to pay for performance and to align management’s interests with those of the Company’s stockholders while attracting, motivating and retaining superior talent to lead our Company. In addition, members of the Board of Directors receive a portion of their compensation in Company common stock. Our executive officers and directors may engage from time to time in the open-market sale or other transactions involving those securities, and may also purchase our securities.

Transactions in our securities by our directors and officers are required to be made in accordance with our Insider Trading Policy, which, among other things, requires that the transactions be in accordance with applicable U.S. federal securities laws that prohibit trading while in possession of material nonpublic information. Rule 10b5-1 under the Exchange Act provides an affirmative defense that enables prearranged transactions in securities in a manner that avoids concerns about initiating transactions at a future date while possibly in possession of material nonpublic information. Our directors and officers are permitted to enter into trading plans designed to comply with Rule 10b5-1.

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

Item 6. EXHIBITS

3.1	Amended and Restated Certificate of Incorporation of Fortune Brands Innovations, Inc., effective May 6, 2026, is incorporated herein by reference to Exhibit 3.1 to the Company’s Current Report on Form 8-K filed with the SEC on May 7, 2026.
3.2	Amended and Restated Bylaws of Fortune Brands Innovations, Inc., effective May 6, 2026, are incorporated herein by reference to Exhibit 3.2 to the Company’s Current Report on Form 8-K filed with the SEC on May 7, 2026.
10.1*	Form of Inducement Performance Share Award Agreement.**
10.2*	Form of Inducement Stock Option Agreement.**
10.3*	Offer Letter, dated June 28, 2026, by and between the Company and Jesse Singh.**
31.1*	Certificate of Chief Executive Officer Required Under Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certificate of Interim Chief Financial Officer Required Under Section 302 of the Sarbanes-Oxley Act of 2002.
32.*	Joint Chief Executive Officer/Interim Chief Financial Officer Certificate Required Under Section 906 of the Sarbanes-Oxley Act of 2002.
101.*	The following materials from the Company’s Quarterly Report on Form 10-Q for the quarter ended June 27, 2026 formatted in Inline eXtensible Business Reporting Language (iXBRL): (i) the Cover Page, (ii) the Condensed Consolidated Statements of Comprehensive Income, (iii) the Condensed Consolidated Balance Sheets, (iv) the Condensed Consolidated Statements of Cash Flows, (v) the Condensed Consolidated Statements of Equity, and (vi) the Notes to the Condensed Consolidated Financial Statements.
104.*	Cover Page Interactive Data File (embedded within the iXBRL document).

* Filed or furnished herewith.

** Indicates the exhibit is a management contract or compensatory plan or arrangement.

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 thereunto duly authorized.

	FORTUNE BRANDS INNOVATIONS, INC.
	(Registrant)
Date: August 5, 2026	/s/ Ashley George
	Ashley George Interim Chief Financial Officer (Duly authorized officer and principal financial officer of the Registrant)

FORTUNE BRANDS INNOVATIONS, INC.

[*GRANT DATE*] Inducement Performance Share Award Agreement (the "Agreement")

Fortune Brands Innovations, Inc., a Delaware corporation (the "Company"), grants to the undersigned "Holder" an inducement performance share award (the "Award"). This Award is being granted to Holder as an "employment inducement award" under Section 303A.08 of the New York Stock Exchange Listed Company Manual and is granted outside of the Fortune Brands Innovations, Inc. 2022 Long-Term Incentive Plan (the "Plan"). Notwithstanding that the Award is granted outside of the Plan, except as expressly provided otherwise, the Award shall be administered in a manner consistent with the terms and conditions of the Plan. The date of the grant, the number of shares of Common Stock of the Company to be paid to Holder under the Award ("Performance Shares"), the applicable performance goals ("Performance Measures"), the period during which the Performance Measures may be achieved (the "Performance Period"), and the period during which time-based conditions may be applicable to the Award (the "Vesting Period") are provided in a separate notice outlining specifics of the Award (the "Award Notice") and on the Company's online administrative system. Capitalized terms not defined in this Agreement have the meanings specified in the Plan or the Award Notice, as applicable.

1. Number of Shares Payable Pursuant to Award; Holding Period. Subject to the certification by the Committee and except as otherwise provided in this Agreement, the number of Performance Shares payable to Holder shall be determined based on the satisfaction of the Performance Measures as set forth in the Award Notice; provided, however, that no Performance Shares shall be payable for the Performance Period if none of the Performance Measures are met. Except as otherwise provided under Section 2 below, any Performance Shares that become payable to Holder under this Award will be issued to Holder (or, in the event of Holder's death or termination due to Disability, Holder's appointed and qualified executor or other personal representative) by the Company as soon as practicable (but in any event no later than sixty (60) days) following the vesting of the Award. Except as provided pursuant to Section 4 hereunder, Holder understands any agrees that any shares of Common Stock issued to Holder hereunder shall be retained by Holder for the duration of Holder's employment with the Company or any of its Subsidiaries; and at least 50% of such shares of Common Stock must be retained by Holder for at least one (1) year following Holder's death or termination of employment with the Company or any of its Subsidiaries (the "Holding Requirement"); provided, however, that the Holding Requirement shall lapse upon a Change in Control.

2. Termination of Employment During the Performance Period.

(a) In the event of Holder's death, termination of employment due to Disability or termination by the Company without Cause, in each case, during the Vesting Period, Holder or Holder's beneficiary or estate (as applicable) will be entitled to vest, effective as of the date of such termination, in the number of Performance Shares which have been earned, but not yet vested, as of such date based upon the Performance Measures satisfied as of such date, as calculated in accordance with the Award Notice. Any such vested Performance Shares will be issued to Holder (or, in the event of Holder's death or termination due to Disability, Holder's appointed and qualified executor or other personal representative) by the Company as soon as practicable following the date of such death or termination due to Disability or by the Company without Cause, but no later than sixty (60) days following such date. Any such Performance Shares which do not become vested as of the date of such death, termination for Disability or termination by the Company without Cause will be immediately forfeited and cancelled for no consideration. For purposes of this award, (i) Holder will have a "Disability" if Holder is receiving benefits under the long-term disability plan maintained by Holder's employer at the time of Holder's termination of employment and (ii) "Cause" shall have the meaning set forth in the Holder's Agreement for the Payment of Benefits Following Termination of Employment (the "Termination Agreement").

(b) If Holder's employer terminates Holder's employment for Cause at any time prior to payment of the Performance Shares, then the Award (including all unvested Performance Shares and any vested Performance Shares which have not yet been paid to Holder) will be forfeited and cancelled immediately upon such termination of employment.

(c) Except as otherwise provided in Section 4 below, if Holder's employment terminates during the Vesting Period for any reason other than death, Disability or by the Company other than for Cause, any then-unvested Performance Shares granted hereunder will be immediately forfeited and cancelled as of such terminate date.

(d) For the purposes of this Agreement, (i) a transfer of Holder's employment from the Company to a Subsidiary or vice versa, or from one Subsidiary to another, without an intervening period, will not be deemed a termination of employment; (ii) if Holder ceases to serve as an executive officer of the Company, then Holder shall be treated as having a termination of employment for purposes of this Agreement; or (iii) if Holder is granted in writing a leave of absence, Holder will be deemed to have remained in the employ of the Company or a Subsidiary during such leave of absence (but not beyond Holder's separation from service within the meaning of Section 409A of the Code if this Award is deemed to be subject to said Section, using a 29-month period rather than 6-months per U.S. Treasury Regulation §1.409A-1(h)(1)(i) for a leave of absence due to any medically determinable physical or mental impairment as contemplated under such section).

3. Dividend Equivalents. Holder will be entitled to receive dividend equivalents with respect to earned but unvested or unpaid Performance Shares granted hereunder to the extent that the Company pays dividends on the Common Stock prior to the settlement of the Performance Shares. Such dividend equivalents will be equal to the cash dividends (if any) that would have been paid to Holder for the shares of Common Stock subject to such earned but unvested or unpaid Performance Shares had such shares been issued and outstanding on the dividend record date occurring following the Grant Date and prior to the settlement of the Performance Shares. Dividend equivalents (if any) will be subject to the same vesting conditions as the underlying Performance Shares and will be paid to Holder in cash at the same time as the shares of Common Stock subject to the Award are delivered.

4. Change in Control Treatment. In the event of a Change in Control in connection with which this Award is substituted, assumed, or continued by the corporation resulting from or

succeeding to the business of the Company pursuant to such Change in Control, then the Award will be converted to a time-vesting Restricted Stock Unit award with respect to a number of Restricted Stock Units calculated in accordance with the Award Notice (the "Conversion Units"), which Conversion Units shall remain subject to the time-based vesting schedule contemplated in the Award Notice. In the event Holder's employment is terminated due to death, Disability, by the Company without Cause or by Holder for Good Reason (as defined in the Termination Agreement), in each case, following such Change in Control, (i) any then-unvested Conversion Units will become immediately vested effective as of the date of such termination and (ii) the Company will deliver, to be delivered, one share of Common Stock for each such vested Conversion Unit within sixty (60) days following such termination date. In the event of a Change in Control in connection with which this Award is not substituted, assumed, or continued by the corporation resulting from or succeeding to the business of the Company pursuant to such Change in Control, then the Performance Shares will vest as of such Change in Control to the extent that the underlying Performance Measures are achieved as of such Change in Control, as calculated in accordance with he Award Notice and the Performance Shares shall be settled within sixty (60) days following such Change in Control; provided, however, if the Performance Shares are subject to Section 409A of the Code and the Change in Control is not a "change in control event" for purposes of Section 409A of the Code, then the Performance Shares shall vest as of such Change in Control, as calculated in accordance with the Award Notice, and the Performance Shares shall be settled in accordance with the time-based vesting schedule set forth in the Award Notice, subject to earlier settlement upon the Holder's death or termination of employment for any reason.

5. No Stockholder Rights. Holder will not have any rights of a stockholder (including voting rights) or any other right, title or interest, with respect to any of the Performance Shares or other Common Stock issued hereunder unless and until such shares have been recorded on the Company's official stockholder records as having been issued or transferred to Holder in the form of Common Stock of the Company.

6. Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the shares subject to the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the payment, delivery or issuance of Performance Shares, the shares of Common Stock subject to the Award may not be delivered, in whole or in part, unless such listing, registration, qualification, consent, approval or other action has been effected or obtained, free of any conditions not acceptable to the Company. The Company agrees to use reasonable efforts to obtain and maintain any such listing, registration, qualification, consent, approval or other action.

7. Clawback Policy. Notwithstanding any provision of this Agreement to the contrary, outstanding Performance Shares may be cancelled, and the Company may require Holder to return shares of Common Stock (or the value of such stock when originally paid to Holder), dividend equivalents (if any) issued under this Award and any other amount required by applicable law to be returned, in the event that such repayment is required pursuant to the terms of any clawback or recoupment policy which the Company may adopt from time to time and which is in effect as of the Award Date, including, without limitation, the Fortune Brands Innovations, Inc. Clawback Policy, or such other policy adopted in order to comply with any laws or regulations.

8. Non-transferability. This Award may not be transferred, assigned, pledged or hypothecated in any manner, by operation of law or otherwise by Holder, other than (a) by will or by the laws of descent and distribution; or (b) pursuant to an approved domestic relations order approved in writing by the Secretary of the Committee or the Secretary's designee. Except to the extent permitted by the foregoing sentence, the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all related rights will immediately become null and void.

9. Tax Withholding. As a condition to the delivery of shares of Common Stock, Holder must, upon request by the Company, pay to the Company such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the "Required Tax Payments") with respect to the Award. If Holder fails to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount payable by the Company to Holder, including regular salary or bonus payments. Holder may elect to satisfy his or her obligation to advance the Required Tax Payments by any of the following means: (a) a cash payment to the Company; (b) delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Stock having an aggregate Fair Market Value (as defined below), determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Required Tax Payments; (c) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered to Holder having an aggregate Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments; or (d) any combination of (a), (b) and (c). Shares of Common Stock may not have an aggregate Fair Market Value in excess of the amount determined by applying the maximum statutory withholding rate in the applicable jurisdiction. The number of shares to be delivered to the Company or withheld from Holder shall be determined by applying the maximum statutory withholding rate, if Holder makes such an election. For purposes of this Award, "Fair Market Value" as of any date means the value determined by reference to the closing price of a share of Common Stock as finally reported on the New York Stock Exchange for the trading day immediately preceding such date. Any fraction of a share of Common Stock which would be required to satisfy any Required Tax Payment will be disregarded and the remaining amount due must be paid in cash by Holder. No share of Common Stock will be issued or delivered until the Required Tax Payments have been satisfied in full.

10. Adjustments.

(a) In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation Stock Compensation or any successor or replacement accounting standard) that causes the per share value of shares of Common Stock to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary cash dividend, the terms of this Award (including the number and class of securities subject to the Award and the Performance Measures applicable to the Performance Shares) shall be appropriately adjusted by the Committee. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of participants. In either case, the decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

(b) Appropriate and equitable adjustments (which may be increases or decreases) will be made by the Committee to the Performance Measures to take into account changes in law or to reflect the inclusion or exclusion of the impact of extraordinary or unusual items, events or circumstances, including, but not limited to (i) changes in laws, regulations and accounting principles; (ii) actuarial gains or losses related to defined benefit plan accounting; and (iii) impairment and restructuring related changes.

11. No Rights to Continued Employment. In no event will the granting of the Award or its acceptance by Holder, or any provision of this Agreement, give or be deemed to give Holder any right to continued employment by the Company, any Subsidiary or any affiliate of the Company or affect in any manner the right of the Company, any Subsidiary or any affiliate of the Company to terminate the employment of any person at any time for any reason.

12. Restrictive Covenants. In exchange for accepting the Award and in consideration of the Confidential Information (defined below) the Company provides to Holder, benefits Holder is not otherwise entitled to, Holder agrees to the following restrictive covenants:

(a) State Specific Modifications. Holders in California, Colorado, Illinois, Maryland, Minnesota, Texas and Wisconsin are directed to Exhibit A for important limitations on the scope of this Agreement.

(b) Confidential Information. Holder acknowledges that he/she has access to highly confidential information of the Company and any Subsidiary that Holder provides services to or is provided confidential information about, including but not limited to, information concerning: finances, supply and service, marketing, customers (including lists), customer preferences, operations, research and development and other technical information, business and financial plans and strategies, and product costs, sourcing and pricing ("Confidential Information"). The term "Trade Secret" means information that qualifies for protection as a trade secret under applicable law. The Holder agrees that during his/her employment and for three years following the end of Holder's employment (for whatever reason), Holder will protect the Confidential Information and Trade Secrets to which you are entrusted by the Company and only use such information for business-related reasons; however, Trade Secrets will always remain protected for as long as the information qualifies as a trade secret under applicable law. Holder agrees that, after the end of his/her employment (for whatever reason) or at the Company's request: (i) he/she will promptly return to the Company (within three (3) business days of the end of his/her employment or upon the reasonable request of the Company) any and all documents and materials in his/her possession or control, whether in hard copy, electronic or other form, that consist of or relate directly or indirectly to Confidential Information and/or Trade Secrets; (ii) if he/she has copies of documents and materials that consist of or relate directly or indirectly to Confidential Information or Trade Secrets on his/her personal computer, tablet or mobile device, he/she will promptly permanently destroy all such files; (iii) he/she will not access the Company's computer system; and (iv) upon request, he/she will certify, in writing, his/her compliance with 12(b)(i) through (b)(iii) and/or make reasonable accommodations for the Company to forensically certify the same. Nothing in this Agreement is intended to prohibit any activity by Holder which is protected by law. The obligations of this Agreement (including, but not limited to the confidentiality obligations) do not prohibit Holder from reporting any event that Holder reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), cooperating in an investigation conducted by such a government agency, or disclosing to such a government agency any Confidential Information that is lawfully acquired by Holder and that Holder reasonably and in good faith believes is relevant to the matter at issue. Similarly, pursuant to the Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any Federal or State trade secret law for disclosing a Trade Secret if that disclosure is (A) made in confidence to an attorney or a Federal, State, or local government official, either directly or indirectly, and is solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the Trade Secret to the individual's attorney and may use the Trade Secret information in the court proceeding, provided the individual (1) files any document containing the Trade Secret under seal; and (2) does not disclose the Trade Secret, except pursuant to court order.

(c) Non-Competition. Holder agrees that he/she will not, directly or indirectly, for a period of 12 months after the end of Holder's employment (for whatever reason), engage in a Prohibited Capacity within the Restricted Area on behalf of a business that manufactures, distributes, offers, sells or provides any Competing Products. "Competing Products" means any products and/or services that are similar in function or purpose to those offered by the Company and its Subsidiaries and as to which Holder had Involvement. "Involvement" means to have responsibilities, provide supervision, engage in dealings or receive Confidential Information and/or Trade Secrets about during the last two (2) years immediately preceding the end of Holder's employment (the "Look Back Period"). "Prohibited Capacity" means to engage in the same or similar capacity or function that Holder worked for the Company and/or its Subsidiaries at any time during the Look Back Period or in a capacity that would otherwise result in the use or disclosure of Confidential Information. "Restricted Area" means those geographic areas in which the Company and its Subsidiaries do business and as to which business Holder had Involvement.

(d) Non-Solicitation of Customers. Holder agrees that he/she will not, directly or indirectly, during his/her employment and for a period of 12 months after the end of his/her employment (for whatever reason), solicit, induce or attempt to induce (or assist others to solicit) any customers or prospective customers of the Company and its Subsidiaries to cease doing business with the Company and its Subsidiaries or to buy a Competing Product. The prohibition in this Section 12(c) only applies to customers and prospective customers with which Holder had Involvement.

(e) Non-Solicitations of Employees. Holder agrees that he/she will not, directly or indirectly, for a period of 12 months after the end of his/her employment (for whatever reason), solicit (or assist another in soliciting), induce, employ or seek to employ any individual employed by Company and/or its Subsidiaries. Where an additional restriction is required to enforce the foregoing, Holder's non-solicitation obligation is limited to employees with whom Holder had Involvement.

(f) Reasonableness of Restrictions. Holder acknowledges that the temporal, activity and geographic limitations of Sections 12(b), (c), (d) and (e) above are reasonable in scope and narrowly constructed so as to protect only the Company and its Subsidiaries' legitimate protectable interests, and will not prohibit Holder from obtaining meaningful employment following the end of Holder's employment.

(g) Tolling of Restrictive Period. The periods described in Sections 12(b), (c), (d), and (e) above shall not run during any period of time in which the Holder is in violation of this paragraph, and shall toll during any such period of violation. If Holder resides in and is subject to the laws of Wisconsin, then this paragraph shall not apply.

(h) General. (i) Before accepting new employment, Holder will advise any such future employer of the restrictions in this Agreement. Holder agrees that the Company and its Subsidiaries may advise any such future employer or prospective employer of this Agreement and their position on the potential application of this Agreement without such giving rise to any legal claim. (ii) The obligations in this Agreement shall survive the termination of Holder's employment and shall, likewise, continue to apply and be valid notwithstanding any change in Holder's employment terms (such as, without limitation, a change in duties, responsibilities, compensation, position or title). (iii) The Subsidiaries are third party beneficiaries of the Agreement and may enforce the Agreement without the need for further consent or agreement by the Holder. (iv) If either party waives his, her, or its right to pursue a claim for the other's breach of any provision of the Agreement, the waiver will not extinguish that party's right to pursue a claim for a subsequent breach. (v) This Agreement shall not be construed to supersede or replace any prior agreements containing confidentiality, nondisclosure, non-competition and non-solicitation provisions. Rather, the restrictions in this Agreement shall be read together with such prior agreements to afford the Company and its Subsidiaries the broadest protections allowed by law. (vi) If a court finds any of the Agreement's restrictions unenforceable as written, the parties agree the court is authorized and expected under the terms of this Agreement to revise the restriction (for the jurisdiction covered by that court only) so as to make it enforceable, or if such revision is not permitted then to enforce the otherwise unreasonable or unenforceable restriction to such lesser extent as would be deemed reasonable and lawful within that jurisdiction. (vii) If Holder resides in California: Sections 12(c) and (e) shall not apply;

Section 12(d) shall only apply if Holder uses or discloses the Company's or its Subsidiaries' trade secrets per Cal. Bus. & Prof. Code §16600; and Section 17 shall not apply.

13. Decisions of Board or Committee. The Board or the Committee has the right to resolve all questions which may arise in connection with the Award. Any interpretation, determination or other action made or taken by the Board or the Committee regarding the Plan or this Agreement is final and binding.

14. Successors. This Agreement is binding upon and will inure to the benefit of any successor or successors of the Company and any person or persons who, upon the death of Holder, may acquire any rights in accordance with this Agreement.

15. Notices. All notices, requests or other communications provided for in this Agreement will be made, if to the Company, to Fortune Brands Innovations, Inc., Attn. Chief Legal Officer, 1 Horizon Way, Building N, Deerfield, Illinois 60015, and if to Holder, to the last known mailing address of Holder contained in the records of the Company. All notices, requests or other communications provided for in this Agreement will be made in writing either (a) by personal delivery; (b) by facsimile or electronic mail with confirmation of receipt; (c) by mailing in the United States mails; or (d) by express courier service. The notice, request or other communication will be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the intended party if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it will be deemed to be received on the next succeeding business day of the Company.

16. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement will not affect any other provisions of this Agreement and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. Governing Law. This Agreement, the Award and all determinations made and actions taken with respect to this Agreement or Award, to the extent not governed by the Code or the laws of the United States, will be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to principles of conflicts of laws.

18. Administration Consistent With the Plan. Notwithstanding that the Award is being granted outside of the Plan, except as expressly provided otherwise, the Award will be administered in a manner consistent with the terms and conditions of the Plan. In the event that the provisions of this Agreement and the Plan conflict, the Agreement shall control. The Holder hereby acknowledges receipt of a copy of the Plan. By accepting the Award in the manner specified by the Company, Holder agrees to be bound by the terms and conditions of this Agreement and, if applicable to Holder, stock ownership guidelines established by the Company.

19. Section 409A. Any payment of Performance Shares to the Holder pursuant to this Agreement is intended to be exempt from Section 409A of the Code to the maximum extent possible as a short-term deferral pursuant to Treasury Regulation §1.409A-1(b)(4). However, if this Agreement and the Award are not so exempt, then this Agreement and Award are intended to comply with the requirements of Section 409A of the Code and will be interpreted and construed

consistently with such intent. In the event the terms of this Agreement would subject Holder to taxes or penalties under Section 409A of the Code ("409A Penalties"), Holder and the Company will cooperate diligently to amend the terms of this Agreement to avoid such 409A Penalties, to the extent possible; provided that in no event will the Company be responsible for any 409A Penalties that arise in connection with any amounts payable under this Agreement. To the extent any amounts under this Agreement are payable by reference to Holder's "termination of employment," such term will be deemed to refer to Holder's "separation from service," within the meaning of Section 409A of the Code. Notwithstanding any other provision in this Agreement, if Holder is a "specified employee," as defined in Section 409A of the Code, as of the date of Holder's separation from service, then to the extent any amount payable to Holder (a) is payable upon Holder's separation from service, and (b) under the terms of this Agreement would be payable prior to the six-month anniversary of Holder's separation from service, to the extent that payment under this Agreement is otherwise subject to the provisions of Section 409A of the Code, such payment will be delayed until the earlier to occur of: (x) the six-month anniversary of Holder's separation from service and (y) the date of Holder's death. If any applicable payment period begins in one calendar year and ends in the following calendar year, Holder shall not have the right to designate the year of the payment.

20. Counterparts. This Agreement may be executed in one or more counterparts, all of which together will constitute but one Agreement.

EXHIBIT A

State-Specific Modifications. The following limitations on the scope of this Agreement apply to Holders in California, Colorado, Illinois, Maryland, Minnesota, Texas and Wisconsin.

California

If Holder resides in California, then, following the termination of Holder's employment with the Company, the following applies to Holder: (i) Section 12(c) shall not apply to Holder; (ii) Section 12(d) shall only apply to Holder if Holder uses or discloses the Company's trade secrets per Cal. Bus. & Prof. Code §16600; (iii) Section 12(e) shall not apply to Holder; and (iv) Section 17 shall not apply.

Colorado

If Holder primarily resides and works for the Company in Colorado, the following exceptions shall apply to Holder: (1) Sections 12(c), 12(d), and 12(e) shall be interpreted to apply to the fullest extent permitted by Colo. Rev. Stat. §8-2-113 and shall not be interpreted to apply in any manner that would constitute a violation of Colorado law; (2) the Company provided Holder with notice of this Agreement before you accepted an offer of employment with the Company or provided Holder with notice of this Agreement and at least fourteen (14) days to review and sign this Agreement before the effective date of this Agreement or the effective date of any additional compensation or change in the terms or conditions of employment that provides consideration for the Agreement (if Holder is an existing employee); (3) Section 12(c) shall not apply to Holder after Holder's employment ends unless Holder earns an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers defined by the Colorado Department of Labor; (4) Section 12(d) shall not apply to Holder after Holder's employment ends unless Holder earns an amount of annualized cash compensation equivalent to or greater than sixty percent (60%) of the threshold amount for highly compensated workers defined by the Colorado Department of Labor; (5) Section 17 shall not apply to Holder; and (6) Holder acknowledges that Sections 12(c) and 12(d) contain covenants not to compete that could restrict Holder's options for subsequent employment following Holder's separation from the Company.

Illinois(a) Section 12(c) shall not apply to any Holder whose actual or expected annualized rate of earnings does not exceed $75,000 per year. Starting on January 1, 2027, Section 12(c) shall not apply to any Holder whose actual or expected annualized rate of earnings does not exceed $80,000 per year. Starting on January 1, 2032, Section 12(c) shall not apply to any Holder whose actual or expected annualized rate of earnings does not exceed $85,000 per year. Starting on January 1, 2037, Section 12(c) shall not apply to any Holder whose actual or expected annualized rate of earnings does not exceed $90,000 per year.

(b) Sections 12(d) and 12(e) shall not apply to any Holder whose actual or expected annualized rate of earnings does not exceed $45,000 per year. Starting on January 1, 2027, Sections 12(d) and

12(e) shall not apply to any Holder whose actual or expected annualized rate of earnings does not exceed $47,500 per year. Starting on January 1, 2032, Sections 12(d) and 12(e) shall not apply to any Holder whose actual or expected annualized rate of earnings does not exceed $50,000 per year. Starting on January 1, 2037, Sections 12(d) and 12(e) shall not apply to any Holder whose actual or expected annualized rate of earnings does not exceed $52,500 per year.

(c) The Agreement is modified to include the following Section 12(h): Holder has been provided with a period of at least fourteen (14) days advance notice of this Agreement prior to being required to execute it and is advised to seek the advice of legal counsel before entering into this Agreement.

Maryland

If Holder primarily resides in and works for the Company in Maryland, the terms of Section 12(c) do not apply to Holder after Holder's employment terminates if Holder earns compensation equal to or less than the amount set forth in Maryland Code, Labor and Employment, § 3-716(a)(1).

Minnesota

If Holder primarily resides in and works for the Company in Minnesota, Section 12(c) shall apply to Holder during Holder's employment, but shall not apply after Holder's employment terminates. Further, Section 17 shall not apply to Holder if Holder primarily resides in and works for the Company in Minnesota.

Texas

If Holder resides in Texas, Holder acknowledges that, in exchange for Holder's promises in this Agreement, from the inception of this Agreement and continuing on an ongoing basis during Holder's employment with the Company, the Company promises to provide Holder with new Confidential Information to which Holder has not previously had access and of which Holder does not currently have knowledge only to perform Holder's job.

Wisconsin

If Holder resides in Wisconsin, for so long as Holder resides in Wisconsin and to the extent that Wisconsin does not honor the choice of law provision in the Agreement, then the following applies to Holder: (1) Holder's obligations not to disclose or use the Company's Confidential Information set forth in Section 12(b) shall continue during Holder's employment with the Company for as long as the Confidential Information is subject to protection as a trade secret under applicable law, or, if not subject to protection as a trade secret under applicable law, for thirty-six (36) months after Holder ceases to be employed by the Company; (2) Section 12(e) shall be replaced with the following language: "Non-Solicitation of Employees. Without limiting Holder's obligations under Section 12(c) of this Agreement, Holder agrees that, during the Restrictive Period, Holder will not directly or indirectly, on Holder's behalf or in conjunction with any other person, company or entity: (a) solicit or recruit any Company Employees to obtain employment with a person, company, or entity that sells products for a competitor in the Restricted Territory in a role in which the Company Employee will perform activities or services similar to the activities or services that the Company Employee performed for the Company during the 24 months prior to termination; (b) interfere with the performance by any such persons of their duties for the Company; or (c) communicate with any Company Employee for the purposes described herein"; and (3) Section 12(g) shall not apply to Holder.

FORTUNE BRANDS INNOVATIONS, INC.
[GRANT DATE] Inducement Stock Option Agreement (the "Agreement")

Fortune Brands Innovations, Inc., a Delaware corporation (the "Company"), grants to the undersigned "Optionee" an inducement option to purchase shares of Common Stock from the Company (collectively, the "Award"). This Award is being granted to Optionee as an "employment inducement award" under Section 303A.08 of the New York Stock Exchange Listed Company Manual and is granted outside of the Fortune Brands Innovations, Inc. 2022 Long-Term Incentive Plan (the "Plan"). Notwithstanding that the Award is granted outside of the Plan, except as expressly provided otherwise, the Award shall be administered in a manner consistent with the terms and conditions of the Plan. Capitalized terms not defined in this Agreement have the meanings specified in the Plan.

1. Option Subject to Acceptance of Agreement. The date of grant (the "Award Date"), the number and class of shares of Common Stock subject to the Option and the purchase price per share (the "Exercise Price") are set forth in the Award Notice (the "Award Notice") and in the Plan's online administrative system. The Option will be null and void unless Optionee accepts this Agreement in a timely manner through the acceptance process prescribed by the Company.

The Option will terminate on the expiration date set forth in the Award Notice (the "Expiration Date") except as otherwise provided in Section 2 or if exercised pursuant to Section 3. Upon the termination of the Option, the Option will no longer be exercisable and will immediately become null and void.

2. Time and Manner of Exercise of Option.

(a) Maximum Term of Option. Except as specifically provided in Section 2(b) below, the Option may not be exercised, in whole or in part, after the Expiration Date.

(b) Vesting and Exercise of Option. The Option will vest and become exercisable in accordance with the vesting schedule specified in the Award Notice (the "Vesting Schedule"), subject to Section 3 below. If Optionee's employment terminates before the Option is fully vested, the Option will vest and be exercisable as follows:

(i) Notwithstanding the provisions of Section 5 below, in the event of Optionee's death while the Award is outstanding, the Option will immediately become fully exercisable (to the extent not exercisable on the date of death) and will continue to be exercisable by Optionee's beneficiary, executor, administrator or legal representative through the earlier of: (A) the date which is three (3) years after the date of Optionee's death, and (B) the Expiration Date; provided, however, that the Option will continue to be exercisable for at least one (1) year following the date of Optionee's death, even if this one-year period extends beyond the Expiration Date.

(ii) In the event of Optionee's Disability (as defined below) while the Award is outstanding, provided that Optionee has been continuously employed with the Company for at least one (1) year following the Award Date and prior to the date of Disability, Optionee will be treated as continuing employment with the Company during the Disability for purposes of determining the vesting and exercisability of the Options. For purposes of this Award, Optionee will have a "Disability" if Optionee is receiving benefits under the long-term disability plan maintained by Optionee's employer.

(iii) In the event of Optionee's termination of employment for any reason (other than a termination of employment by the Company or an affiliate thereof for Cause) following the date on which the Optionee attains age 65, then any vested Options hereunder will continue to be exercisable following such termination of employment until the Expiration Date.

(iv) If the Optionee's employment is terminated for Cause (as defined below) while the Award is outstanding, then all options (including without limitation any vested but unexercised Options) will be forfeited and cancelled immediately upon such termination. For purposes of this Award, "Cause" has the same meaning as specified in any employment or other written agreement between Optionee and Optionee's employer regarding benefits upon termination of employment and which is in effect on the Award Date ("Termination Agreement"), provided that if Optionee is not a party to a Termination Agreement that contains such definition, then Cause shall mean termination of employment for: (A) dishonesty or fraud; (B) commission of any act, or omission to act, that causes or may cause damage or detriment to the business, employees, property or reputation of the Company or its Subsidiaries; (C) dereliction of duty; (D) gross misconduct, gross negligence or gross malfeasance; or (E) violation of the code of conduct and/or personnel policies of the Company or its Subsidiaries.

(v) Except as provided in Section 5 below, if Optionee's employment terminates for any reason other than death, Disability or Cause while the Option is outstanding, unvested Options will be cancelled as of Optionee's termination date and vested Options will remain exercisable through the earlier of: (A) three (3) months following Optionee's termination, or (B) the Expiration Date. Any vested Options not exercised within three (3) months of the Optionee's termination will be forfeited and cancelled by the Company.

(vi) For the purposes of this Agreement, (i) a transfer of Optionee's employment from the Company to a Subsidiary or vice versa, or from one Subsidiary to another, without an intervening period, will not be deemed a termination of employment; (ii) if Optionee is granted in writing a leave of absence, Optionee will be deemed to have remained in the employ of the Company or a Subsidiary during such leave of absence;

and (iii) if Optionee ceases to serve as an executive officer of the Company, then Optionee shall be treated as having a termination of employment for purposes of this Agreement.

3. Method of Exercise. Subject to this Agreement, the Option may be exercised as follows:

(a) By specifying the number of whole shares of Common Stock to be purchased in the manner prescribed by the Company, accompanied by full payment (or by arranging for full payment to the Company's satisfaction) either:

(i) in cash;

(ii) by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of shares of Common Stock having an aggregate "Fair Market Value" (as defined below), determined as of the date of exercise, equal to the aggregate purchase price payable pursuant to the Option;

(iii) by authorizing the Company to sell shares of Common Stock subject to the option exercise and withhold from the proceeds an amount equal to the option exercise price; or

(iv) by a combination of (i), (ii) and (iii); and

(b) By executing such documents as the Company may reasonably request.

For this purpose, "Fair Market Value" as of any date means the value determined by reference to the closing price of a share of Common Stock as finally reported on the New York Stock Exchange for the trading day immediately preceding such date. Any fraction of a share of Common Stock which would be required to pay such purchase price will be disregarded and the remaining amount due will be paid in cash by Optionee. No Common Stock will be issued or delivered until the full purchase price and any related withholding taxes, as described in Section 10 herein, have been paid.

4. Issuance or Delivery of Shares. Upon the exercise of the Option, in whole or in part, the Company will issue or deliver, subject to the conditions of this Agreement, the number of shares of Common Stock purchased. Such issuance will be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company. The Company will pay all original issue or transfer taxes and all fees and expenses related to such issuance, except as otherwise provided in Section 10 herein. Optionee agrees and acknowledges that any shares of Common Stock issued or delivered to Optionee pursuant to this Agreement must be retained by Optionee for the duration of Optionee's employment with the Company or any of its Subsidiaries or affiliates, and that following Optionee's termination of employment for any reason, Optionee must retain at least 50% of Common Stock for one (1) year following the date of such termination of employment (the "Holding Requirement"); provided, however, that the Holding Requirement shall lapse upon a Change in Control.

5. Change in Control. In the event of a Change in Control, the Award will be treated as

subject to Section 5.8 of the Plan. In the event that Options remain outstanding following a Change in Control and Optionee's employment is terminated either: (i) by the Company other than for Cause (as defined in Section 2(b)(iv) above), or (ii) by Optionee for Good Reason (as defined below), in each case, on or within two years after such Change in Control but while the Options are outstanding, the Options will become fully vested, exercisable and nonforfeitable as of the date of such termination of employment and will remain exercisable through the Expiration Date, subject to the provisions of Section 5.8 of the Plan. For purposes of this Award, "Good Reason" will have the same meaning as such term has under any Termination Agreement, provided that if Optionee is not a party to any Termination Agreement that contains such definition, then Good Reason shall mean the Optionee's termination of the Optionee's employment for any of the following reasons without the Optionee's consent: (A) a material diminution in the Optionee's duties, responsibilities and status as in effect immediately preceding the Change in Control; (B) a material reduction in the Optionee's base salary as in effect immediately preceding the Change in Control; or (C) requiring Optionee to relocate to an office more than 50 miles from the offices at which the Optionee was based immediately preceding the Change in Control, except for required travel on Company business to an extent substantially consistent with Optionee's position; provided, however, that in order to terminate Optionee's employment for Good Reason, Optionee must (x) provide written notice of his or her intent to terminate employment within 30 days following the initial existence of the event or circumstance giving rise to Good Reason, (y) the Company must be provided an opportunity to cure the event or circumstance giving rise to "Good Reason for a period of 30 days; and (z) if not cured, the Optionee must terminate his or her employment due to Good Reason within 30 days following the expiration of the Company's cure period.

6. No Stockholder Rights. Optionee will not have any rights of a stockholder (including voting rights) or any other right, title or interest, with respect to any of the shares of Common Stock subject to the Option unless and until such shares of Common Stock have been recorded on the Company's official stockholder records as having been issued or transferred to Optionee.

7. Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the shares subject to the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the vesting of the Options or the delivery or issuance of shares, the shares of Common Stock subject to the Award may not be delivered, in whole or in part, unless such listing, registration, qualification, consent, approval or other action has been effected or obtained, free of any conditions not acceptable to the Company. The Company agrees to use reasonable efforts to obtain and maintain any such listing, registration, qualification, consent, approval or other action.

8. Clawback Policy. Notwithstanding any provision of this Agreement to the contrary, outstanding Options may be cancelled, and the Company may require Optionee to return shares of Common Stock (or the value of such stock when originally issued to Optionee) issued under this Agreement and any other amount required by applicable law to be returned, in the event that such repayment is required pursuant to the terms of any clawback or recoupment policy which the Company may adopt from time to time and which is in effect as of the Award Date, including, without limitation, the Fortune Brands Innovations, Inc. Clawback Policy, or such other policy adopted in order to comply with any laws or regulations.

9. Non-transferability. The Award may not be transferred, assigned, pledged or hypothecated in any manner, by operation of law or otherwise by Optionee other than (a) by will or by the laws of descent and distribution; or (b) pursuant to an approved domestic relations order approved in writing by the Secretary of the Committee or the Secretary's designee. Except to the extent permitted by the foregoing sentence, the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all related rights will immediately become null and void.

10. Tax Withholding. As a condition to the delivery of shares of Common Stock upon the exercise of Options, Optionee must, upon request by the Company, pay to the Company such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the "Required Tax Payments") with respect to the Award. If Optionee fails to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount payable by the Company to Optionee, including regular salary or bonus payments. No shares of Common Stock will be issued or delivered until the Required Tax Payments have been paid in full. Optionee may elect to satisfy his or her obligation to advance the Required Tax Payments by any of the following means: (a) a cash payment to the Company; (b) delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Stock having an aggregate Fair Market Value (as defined in Section 3), determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Required Tax Payments; (c) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered to Optionee having an aggregate Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments; or (d) any combination of (a), (b) and (c). Shares of Common Stock may not have an aggregate Fair Market Value in excess of the amount determined by applying the maximum statutory withholding rate in the applicable jurisdiction. The number of shares to be delivered to the Company or withheld from the Optionee shall be determined by applying the maximum statutory withholding rate, if the Optionee makes such an election. Any fraction of a share of Common Stock which would be required to satisfy any Required Tax Payment will be disregarded and the remaining amount due must be paid in cash by Optionee. No share of Common Stock will be issued or delivered until the Required Tax Payments have been satisfied in full.

11. Adjustment. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation Stock Compensation or any successor or replacement accounting standard) that causes the per share value of shares of Common Stock to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary cash dividend, the terms of the Option (including the number and class of securities subject to the Option and the purchase price per share) shall be appropriately adjusted by the Committee, such adjustments to be made in accordance with Section 409A of the Code. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of participants. In either

case, the decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

12. No Rights to Continued Employment. In no event will the granting of the Option or its acceptance by Optionee, or any provision of this Agreement, give or be deemed to give Optionee any right to continued employment by the Company, any Subsidiary or any affiliate of the Company or affect in any manner the right of the Company, any Subsidiary or any affiliate of the Company to terminate the employment of any person at any time for any reason.

13. Restrictive Covenants. In exchange for accepting the Award and in consideration of the Confidential Information (defined below) the Company provides to Optionee, benefits Optionee is not otherwise entitled to, Optionee agrees to the following restrictive covenants:

(a) State Specific Modifications. Optionees in California, Colorado, Illinois, Maryland, Minnesota, Texas and Wisconsin are directed to Exhibit A for important limitations on the scope of this Agreement.

(b) Confidential Information. Optionee acknowledges that he/she has access to highly confidential information of the Company and any Subsidiary that Optionee provides services to or is provided confidential information about, including but not limited to, information concerning: finances, supply and service, marketing, customers (including lists), customer preferences, operations, research and development and other technical information, business and financial plans and strategies, and product costs, sourcing and pricing ("Confidential Information"). The term "Trade Secret" means information that qualifies for protection as a trade secret under applicable law. The Optionee agrees that during his/her employment and for three years following the end of Optionee's employment (for whatever reason), Optionee will protect the Confidential Information and Trade Secrets to which you are entrusted by the Company and only use such information for business-related reasons; however, Trade Secrets will always remain protected for as long as the information qualifies as a trade secret under applicable law. Optionee agrees that, after the end of his/her employment (for whatever reason) or at the Company's request: (i) he/she will promptly return to the Company (within three (3) business days of the end of his/her employment or upon the reasonable request of the Company) any and all documents and materials in his/her possession or control, whether in hard copy, electronic or other form, that consist of or relate directly or indirectly to Confidential Information and/or Trade Secrets; (ii) if he/she has copies of documents and materials that consist of or relate directly or indirectly to Confidential Information or Trade Secrets on his/her personal computer, tablet or mobile device, he/she will promptly permanently destroy all such files; (iii) he/she will not access the Company's computer system; and (iv) upon request, he/she will certify, in writing, his/her compliance with 13(b)(i) through (b)(iii) and/or make reasonable accommodations for the Company to forensically certify the same. The obligations of this Agreement (including, but not limited to the confidentiality obligations) do not prohibit Optionee from reporting any event that Optionee reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), cooperating in an investigation conducted by such a government agency, or disclosing to such a government agency any Confidential Information that is lawfully acquired by Optionee and that Optionee reasonably and in good faith believes is relevant to the matter at issue. Similarly, pursuant to the Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any Federal or State trade secret law for disclosing a Trade Secret if that disclosure is (A) made in confidence to an attorney or a Federal, State, or local government official, either directly or indirectly, and is solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the Trade Secret to the individual's attorney and may use the Trade Secret information in the court proceeding, provided the individual (1) files any document containing the Trade Secret under seal; and (2) does not disclose the Trade Secret, except pursuant to court order.

(c) Non-Competition. Optionee agrees that he/she will not, directly or indirectly, for a period of 12 months after the end of Optionee's employment (for whatever reason), engage in a Prohibited Capacity within the Restricted Area on behalf of a business that manufactures, distributes, offers, sells or provides any Competing Products. "Competing Products" means any products and/or services that are similar in function or purpose to those offered by the Company and its Subsidiaries and as to which Optionee had Involvement. "Involvement" means to have responsibilities, provide supervision, engage in dealings or receive Confidential Information and/or Trade Secrets about during the last two (2) years immediately preceding the end of Optionee's employment (the "Look Back Period"). "Prohibited Capacity" means to engage in the same or similar capacity or function that Optionee worked for the Company and/or its Subsidiaries at any time during the Look Back Period or in a capacity that would otherwise result in the use or disclosure of Confidential Information. "Restricted Area" means those geographic areas in which the Company and its Subsidiaries do business and as to which business Optionee had Involvement.

(d) Non-Solicitation of Customers. Optionee agrees that he/she will not, directly or indirectly, during his/her employment and for a period of 12 months after the end of his/her employment (for whatever reason), solicit, induce or attempt to induce (or assist others to solicit) any customers or prospective customers of the Company and its Subsidiaries to cease doing business with the Company and its Subsidiaries or to buy a Competing Product. The prohibition in this Section 13(c) only applies to customers and prospective customers with which Optionee had Involvement.

(e) Non-Solicitations of Employees. Optionee agrees that he/she will not, directly or indirectly, for a period of 12 months after the end of his/her employment (for whatever reason), solicit (or assist another in soliciting), induce, employ or seek to employ any individual employed by Company and/or its Subsidiaries. Where an additional restriction is required to enforce the foregoing, Optionee's non-solicitation obligation is limited to employees with whom Optionee had Involvement.

(f) Reasonableness of Restrictions. Optionee acknowledges that the temporal, activity and geographic limitations of Sections 13(b), (c), (d) and (e) above are reasonable in scope and narrowly constructed so as to protect only the Company and its Subsidiaries' legitimate protectable interests and will not prohibit Optionee from obtaining meaningful employment following the end of Optionee's employment.

(g) Tolling of Restrictive Period. The periods described in Sections 13(b), (c) (d) and (e) above shall not run during any period of time in which the Optionee is in violation of this paragraph and shall toll during any such period of violation. If Optionee resides in and is subject to the laws of Wisconsin, then this paragraph shall not apply.

(h) General. (i) Before accepting new employment, Optionee will advise any such future employer of the restrictions in this Agreement. Optionee agrees that the Company and its Subsidiaries may advise any such future employer or prospective employer of this Agreement and their position on the potential application of this Agreement without such giving rise to any legal claim. (ii) The obligations in this Agreement shall survive the termination of Optionee's employment and shall, likewise, continue to apply and be valid notwithstanding any change in Optionee's employment terms (such as, without limitation, a change in duties, responsibilities, compensation, position or title). (iii) The Subsidiaries are third party beneficiaries of the Agreement and may enforce the Agreement without the need for further consent or agreement by the Optionee. (iv) If either party waives his, her, or its right to pursue a claim for the other's breach of any provision of the Agreement, the waiver will not extinguish that party's right to pursue a claim for a subsequent breach. (v) This Agreement shall not be construed to supersede or replace any prior agreements containing confidentiality, nondisclosure, non-competition and non-solicitation provisions. Rather, the restrictions in this Agreement shall be read together with such prior agreements to afford the Company and its Subsidiaries the broadest protections allowed by law. (vi) If a court finds any of the Agreement's restrictions unenforceable as written, the parties agree the court is authorized and expected under the terms of this Agreement to revise the restriction (for the jurisdiction covered by that court only) so as to make it enforceable, or if such revision is not permitted then to enforce the otherwise unreasonable or unenforceable restriction to such lesser extent as would be deemed reasonable and lawful within that jurisdiction. (vii) If Optionee resides in California: Sections 13(c), and (e) shall not apply; Section 13(d) shall only apply if Optionee uses or discloses the Company's or its Subsidiaries' trade secrets per Cal. Bus. & Prof. Code §16600; and Section 18 shall not apply.

14. Decisions of Board or Committee. The Board or the Committee has the right to resolve all questions which may arise in connection with the Option. Any interpretation, determination or other action made or taken by the Board or the Committee regarding the Plan or this Agreement is final and binding.

15. Successors. This Agreement is binding upon and will inure to the benefit of any successor or successors of the Company and any person or persons who, upon the death of Optionee, may acquire any rights in accordance with this Agreement.

16. Notices. All notices, requests or other communications provided for in this Agreement will be made, if to the Company, to Fortune Brands Innovations, Inc., Attn. Chief Legal Officer, 1 Horizon Way, Building N, Deerfield, Illinois 60015, and if to Optionee, to the last known mailing address of Optionee contained in the records of the Company. All notices, requests or other communications provided for in this Agreement will be made in writing either (a) by personal delivery; (b) by facsimile or electronic mail with confirmation of receipt; (c) by mailing in the United States mails; or (d) by express courier service. The notice, request or other communication will be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or

electronic mail transmission or upon receipt by the intended party if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it will be deemed to be received on the next succeeding business day of the Company.

17. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement will not affect any other provisions of this Agreement and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

18. Governing Law. This Agreement, the Award and all determinations made and actions taken with respect to this Agreement or Award, to the extent not governed by the Code or the laws of the United States, will be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to principles of conflicts of laws.

19. Administration Consistent with the Plan. Notwithstanding that the Award is being granted outside of the Plan, except as expressly provided otherwise, the Award will be administered in a manner consistent with the terms and conditions of the Plan. In the event that the provisions of this Agreement and the Plan conflict, the Agreement shall control

. Optionee hereby acknowledges receipt of a copy of the Plan. By accepting the Award in the manner specified by the Company, he or she agrees to be bound by the terms and conditions of this Agreement and, if applicable to the Optionee, stock ownership guidelines established by the Company.

20. Counterparts. This Agreement may be executed in one or more counterparts, all of which together will constitute but one Agreement.

EXHIBIT A

State-Specific Modifications. The following limitations on the scope of this Agreement apply to Optionees in California, Colorado, Illinois, Maryland, Minnesota, Texas and Wisconsin.

California

If Optionee resides in California, then, following the termination of Optionee's employment with the Company, the following applies to Optionee: (i) Section 13(c) shall not apply to Optionee; (ii) Section 13(d) shall only apply to Optionee if Optionee uses or discloses the Company's trade secrets per Cal. Bus. & Prof. Code §16600; (iii) Section 13(e) shall not apply to Optionee; and (iv) Section 18 shall not apply.

Colorado

If Optionee primarily resides and works for the Company in Colorado, the following exceptions shall apply to Optionee: (1) Sections 13(c), 13(d), and 13(e) shall be interpreted to apply to the fullest extent permitted by Colo. Rev. Stat. §8-2-113 and shall not be interpreted to apply in any manner that would constitute a violation of Colorado law; (2) the Company provided Optionee with notice of this Agreement before you accepted an offer of employment with the Company or provided Optionee with notice of this Agreement and at least fourteen (14) days to review and sign this Agreement before the effective date of this Agreement or the effective date of any additional compensation or change in the terms or conditions of employment that provides consideration for the Agreement (if Optionee is an existing employee); (3) Section 13(c) shall not apply to Optionee after Optionee's employment ends unless Optionee earns an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers defined by the Colorado Department of Labor; (4) Section 13(d) shall not apply to Optionee after Optionee's employment ends unless Optionee earns an amount of annualized cash compensation equivalent to or greater than sixty percent (60%) of the threshold amount for highly compensated workers defined by the Colorado Department of Labor; (5) Section 18 shall not apply to Optionee; and (6) Optionee acknowledges that Sections 13(c) and 13(d) contain covenants not to compete that could restrict Optionee's options for subsequent employment following Optionee's separation from the Company.

Illinois

(a) Section 13(c) shall not apply to any Optionee whose actual or expected annualized rate of earnings does not exceed $75,000 per year. Starting on January 1, 2027, Section 13(c) shall not apply to any Optionee whose actual or expected annualized rate of earnings does not exceed $80,000 per year. Starting on January 1, 2032, Section 13(c) shall not apply to any Optionee whose actual or expected annualized rate of earnings does not exceed $85,000 per year. Starting on January 1, 2037, Section 13(c) shall not apply to any Optionee whose actual or expected annualized rate of earnings does not exceed $90,000 per year.

(b) Sections 13(d) and 13(e) shall not apply to any Optionee whose actual or expected annualized rate of earnings does not exceed $45,000 per year. Starting on January 1, 2027, Sections 13(d) and 13(e) shall not apply to any Optionee whose actual or expected annualized rate of earnings does not exceed $47,500 per year. Starting on January 1, 2032, Sections 13(d) and 13(e) shall not apply to any Optionee whose actual or expected annualized rate of earnings does not exceed $50,000 per year. Starting on January 1, 2037, Sections 13(d) and 13(e) shall not apply to any Optionee whose actual or expected annualized rate of earnings does not exceed $52,500 per year.

(c) The Agreement is modified to include the following Section 13(h): Optionee has been provided with a period of at least fourteen (14) days advance notice of this Agreement prior to being required to execute it and is advised to seek the advice of legal counsel before entering into this Agreement.

Maryland

If Optionee primarily resides in and works for the Company in Maryland, the terms of Section 13(c) do not apply to Optionee after Optionee's employment terminates if Optionee earns compensation equal to or less than the amount set forth in Maryland Code, Labor and Employment, § 3-716(a)(1).

Minnesota

If Optionee primarily resides in and works for the Company in Minnesota, Section 13(c) shall apply to Optionee during Optionee's employment, but shall not apply after Optionee's employment terminates. Further, Section 18 shall not apply to Optionee if Optionee primarily resides in and works for the Company in Minnesota.

Texas

If Optionee resides in Texas, Optionee acknowledges that, in exchange for Optionee's promises in this Agreement, from the inception of this Agreement and continuing on an ongoing basis during Optionee's employment with the Company, the Company promises to provide Optionee with new Confidential Information to which Optionee has not previously had access and of which Optionee does not currently have knowledge only to perform Optionee's job.

Wisconsin

If Optionee resides in Wisconsin, for so long as Optionee resides in Wisconsin and to the extent that Wisconsin does not honor the choice of law provision in the Agreement, then the following applies to Optionee: (1) Optionee's obligations not to disclose or use the Company's Confidential Information set forth in Section 13(b) shall continue during Optionee's employment with the Company for as long as the Confidential Information is subject to protection as a trade secret under applicable law, or, if not subject to protection as a trade secret under applicable law, for thirty-six (36) months after Optionee ceases to be employed by the Company; (2) Section 13(e) shall be replaced with the following language: "Non-Solicitation of Employees. Without limiting Optionee's obligations under Section 13(c) of this Agreement, Optionee agrees that, during the Restrictive Period, Optionee will not directly or indirectly, on Optionee's behalf or in conjunction with any other person, company or entity: (a) solicit or recruit any Company Employees to obtain employment with a person, company, or entity that sells products for a competitor in the Restricted Territory in a role in which the Company Employee will perform activities or services similar to the activities or services that the Company Employee performed for the Company during the 24 months prior to termination; (b) interfere with the performance by any such persons of their duties for the Company; or (c) communicate with any Company Employee for the purposes described herein"; and (3) Section 13(g) shall not apply to Optionee.

June 28, 2026

Jesse Singh
[***]

Dear Jesse,

It is with a great deal of pleasure that I confirm the terms of our offer of employment to you for the position of Chief Executive Officer of Fortune Brands Innovations, Inc. (“FBIN” or the “Company”). You will be an officer appointed by the Board of Directors of the Company (the “Board”). In addition, upon your start date, you will also be a member of the Board, with an initial term expiring at the Company’s 2027 Annual Meeting of Stockholders and your continued service after the 2027 Annual Meeting will be subject to approval by the Company’s stockholders. Your employment and appointment to these positions will be effective June 29, 2026 (your “start date”). The terms of your employment are described below.

CASH COMPENSATION
Base Salary
Your base salary will be $1,100,000, paid bi-weekly and subject to normal federal, state, and local payroll tax withholdings as well as any employee benefit premiums for plans in which you choose to enroll. Your next salary review will occur in early 2027.

Annual Bonus
You are eligible to participate in the Executive Annual Incentive Plan (“AIP”) immediately upon hire. Your target annual bonus will be 150% of your base salary. Actual bonus payments are based on the performance achieved by the Company against goals set each year. Your 2026 bonus will be prorated based on your start date. Bonuses are paid within two and half months following the end of the applicable performance year, subject to your continued employment on the applicable payment date and except as otherwise provided in the AIP or your Severance Agreement (as defined below).

LONG-TERM INCENTIVE COMPENSATION
You will be eligible to receive long-term incentive awards under the FBIN Long-Term Incentive Program (the “LTIP”) with an annual target value of $6,700,000, with the equity mix and structure as determined by the Compensation Committee. Your 2026 long-term incentive award will be issued two business days following your start date and will be prorated based on your start date and delivered entirely in the form of Performance Share Awards, with the same vesting conditions and performance goals, including vesting dates, applicable to the 2026 Performance Share Awards granted to the Company’s executive officers.

Sign on Inducement Stock Option Grant
To immediately tie you to the Company’s long-term performance, you will be granted sign-on inducement stock options with a grant date two business days following your start date. The stock option award will be with respect to 300,000 shares. The sign-on stock option award will be a ten-year stock option, will vest in one-third annual installments on each anniversary of the grant date, subject to your continued service as an executive officer of the Company through the applicable vesting date. Your stock option award will be subject to the terms and conditions of the LTIP, an associated award

agreement and the Company's clawback policy. The award agreement will be substantially consistent with the most recent form of Stock Option Award Agreement in the Company's public filings and incorporate the terms set forth in this letter, modified as follows: (i) in the event you remain employed with the Company through your attainment of age 65 and terminate employment after attaining age 65 other than for Cause (as defined in the Severance Agreement), then your sign-on option will remain exercisable through the Expiration Date of the sign-on option; and (ii) any net shares received upon exercise of the sign-on option must be retained for the duration of employment.

In addition, following the termination of your employment for any reason, a minimum of 50% of the net shares received upon exercise of the sign-on option award must be held for one-year post termination with the Company.

Special One-Time Inducement Award
As a material inducement for you to accept employment with the Company, in connection with your appointment as Chief Executive Officer, you will be granted a one-time inducement award of performance share units two business days after your start date representing the right to receive up to 850,000 shares of Company common stock, subject to the achievement of specified stock price performance goals, continued service and the conditions set forth below and in the underlying award agreement (the "Inducement Award"). The Inducement Award will be earned and eligible to vest contingent on the achievement of the following three stock price targets:

- $80 (225,000 shares);
- $100 (an additional 325,000 shares); and
- $125 (an additional 300,000 shares).

For shares to be earned, the applicable stock price target must be met during the three-year period commencing on the grant date (the "Performance Period"). Shares will be earned on the first date during the Performance Period on which the weighted average closing price of a share of Company common stock over a rolling 60-consecutive-trading-day period during the Performance Period (the "Achieved Stock Price") equals or exceeds an applicable stock price target. The shares will not be adjusted using interpolation for any actual Achieved Stock Price that exceeds the targets noted above, except as provided below in the event of certain qualifying terminations of employment or a change in control. Shares earned pursuant to these stock price triggers will vest and be payable (along with related dividend equivalents and less applicable tax withholding) based on continued service, with 50% of shares earned on or prior to the three-year anniversary of the grant date vesting on such date and shares which have been earned but which are unvested as of the four-year anniversary of the grant date vesting in full on such date, subject to your continued service as an executive officer of the Company through the applicable vesting date. Any net shares received under the Inducement Award must be retained for the duration of employment. In the event the Company pays an extraordinary dividend, the stock price triggers will be subject to the adjustment provisions in the underlying award agreement.

Following the termination of your employment for any reason, a minimum of 50% of the net shares received under the Inducement Award must be held for one-year post termination with the Company.

In the event your employment terminates due to death, disability or termination by the Company without Cause, any earned but unvested shares shall fully vest and be payable upon such termination of employment. The number of shares earned will be determined based on the stock price triggers achieved on or prior to such termination, with straight line interpolation for performance between stock price triggers if the weighted average closing price for the 60-day period ending as of the termination date is between stock price triggers.

In the event of a change in control during the Performance Period, the Performance Period will end and shares will be earned based on the Achieved Stock Price at the time of the change in control determined using the greater of (i) the 60-day weighted average closing price as of such date and (ii) the per share transaction price received by the Company's stockholders in the transaction (the "Change in Control Value"), with straight line interpolation for performance between stock price triggers if the Change in Control Value is between stock price triggers. Earned but unpaid shares will convert to time-based restricted stock units and will vest and be paid on the three-year or four-year anniversary in accordance with the original vesting schedule, subject to accelerated vesting and payment if your employment is terminated due to death, disability, termination by the Company without Cause or your resignation for Good Reason (as defined in the Severance Agreement).

The Inducement Award will be subject to the terms of the underlying award agreement, the LTIP and the Company's clawback policy.

As an executive of FBIN, you will be required to adhere to our Executive Stock Ownership Guidelines and hold 6 times your base salary in shares of common stock in the Company within five years of your appointment.

Effect of a Change in Control on Stock Retention Requirements
In the event of a change in control, the stock retention requirement relating to net shares received under the sign-on stock option or Inducement Award set forth above shall terminate and cease to be applicable to you.

Fortune Brands Innovations, Inc. Non-Qualified Deferred Compensation Plan (DCP)
You will be eligible to participate in the Company's Non-Qualified Deferred Compensation Plan (DCP). The DCP provides tax advantaged means to accumulate assets for the future – beyond what you may contribute to the 401(k) Plan. Compensation eligible for deferral includes base salary and annual bonus. Enrollment into the DCP is conducted annually, usually in November, for the next calendar year.

ADDITIONAL TOTAL REWARDS OFFERINGS
Location of the role
While it is not the expectation of the Board that you relocate to Illinois for this position, it is expected that you will retain a residence in the Chicagoland area, at your own expense, to ensure your regular presence at the Company's headquarters in Deerfield, IL. To facilitate your travel to the Deerfield area, the Company will provide the use of its aircraft or reimburse your airfare in the event the Company's aircraft is not available. You will be responsible for any taxes incurred with respect to the use of the Company's aircraft or your receipt of airfare reimbursement.

Personal Use of Company Aircraft
In the role of Chief Executive Officer, you are eligible under the Aviation Policy to utilize the Company aircraft for personal use to a maximum of 50 hours per year. The value of the personal flights is considered to be taxable compensation and is subject to federal, state and local income tax withholding, social security and Medicare withholding and federal unemployment tax. The taxable

compensation value is equal to the amount computed with a prescribed IRS formula. Additional information, including the policy and procedures, will be provided at the time of hire.

Total Rewards
Upon hire, you will be eligible to participate in our Total Rewards Package, which includes competitive healthcare benefits (medical, dental, vision), health savings and flexible spending accounts, life and disability coverage and retirement savings plan. We also offer health advocacy solutions, telemedicine, associate discount programs, matching gifts programs and wellness programs, among other benefits, to all associates. Refer to the additional materials included with this letter for details about our benefit offerings.

You will also be eligible for a Company paid annual executive physical and membership in HealthNet, a healthcare concierge service. The Company will provide you with personal security if necessary as determined in the sole discretion of the Compensation Committee, and with the same perquisites, including cybersecurity privacy protection, made available to similarly-situated named executive officers of the Company from time to time, as determined in the sole discretion of the Compensation Committee. You will be entitled to reimbursement for business expenses in accordance with Company policies and procedures.

You will also be eligible to participate in our profit-sharing plan, which provides a Company contribution to each eligible employee's 401k account (typically in March) and vests fully after three years of service. You would be eligible for our 401(k) Plan, which matches 100% on the first 4% of employee contributions. Employee contributions vest immediately, and the Company match contributions vest fully after one year of service.

Additionally, you will be eligible to receive an Agreement for the Payment of Benefits Following Termination of Employment (your "Severance Agreement"), which you must agree to and sign, that provides 24 months of salary and annual bonus if you are terminated other than for cause. In the event termination occurs following a "change in control", the severance amount increases by an additional twelve months of salary and bonus (for a total of 36 months). The terms of the Severance Agreement will be substantially consistent with the form which has been included for your reference.

You will receive four weeks of PTO annually, prorated based on your start date. The Company also recognizes key holidays annually. Refer to the additional materials included with this letter for details about our paid time off and holiday policy.

As a result of your service as our Chief Executive Officer and a member of our Board, you will be eligible for indemnification in accordance with the Company's governing documents and as permitted by applicable law.

CONDITIONS OF EMPLOYMENT
The following conditions will need to be met before employment can commence:

- Satisfactory completion of a criminal history and background investigation, which will include verification of previous employment and education, and an acceptable post-offer drug screening test.
- The verification that you have the legal right to work in the United States, as required by the Immigration Reform and Control Act of 1986.

CONTINUING OBLIGATIONS

By accepting this offer, you:

- Confirm that you are able to accept this job and carry out the work involved without breaching any legal restrictions on your activities, such as restrictions imposed by a current or former employer.
- Confirm that as of September 11, 2026, you will only be a director of one public company board other than the Company's board.
- Confirm your intention to purchase not less than $1,000,000 worth of Company common stock during the first open trading window following your start date.
- Confirm you will not remove or copy any documents or proprietary data or materials of any kind, electronic or otherwise, from your current or former employer to FBIN without written authorization from your current or former employer, nor will you use or disclose any such confidential information during the course and scope of your employment with FBIN.
- Agree that you will be an "employee-at-will", which means that either you or the Company can terminate the employment relationship at any time with or without reason or notice, subject to post-employment obligations set forth herein or in any other agreement to which you and the Company are party . Nothing in this letter is intended to change the at-will nature of your employment or serve as a guarantee of employment for any fixed period of time.

I am very pleased to extend this offer of employment to you based on the terms in this letter, and eagerly look forward to your formal acceptance. Please indicate your agreement to the above terms of our offer by signing this letter. I recommend retaining a copy for your personal files. Should you have any questions, please do not hesitate to contact me.

Sincerely,

/s/ Susan Saltzbart Kilsby

Susan Saltzbart Kilsby
Chair of the Board
Fortune Brands Innovations, Inc.

Acknowledged:

/s/ Jesse Singh

Jesse Singh

Signatures in support of this offer will be obtained through Docusign.

EXHIBIT 31.1

CERTIFICATION

I, Jesse Singh, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 27, 2026 of Fortune Brands Innovations, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 5, 2026

/s/ Jesse Singh

Jesse Singh

Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Ashley George, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 27, 2026 of Fortune Brands Innovations, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 5, 2026

/s/ Ashley George
Ashley George
Interim Chief Financial Officer

EXHIBIT 32

JOINT CEO/CFO CERTIFICATE REQUIRED PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Each of the undersigned, the Chief Executive Officer and the Interim Chief Financial Officer of Fortune Brands Innovations, Inc. (the "Company"), hereby certifies pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002, that the Quarterly Report of the Company on Form 10-Q for the period ended June 27, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and the results of operations of the Company.

Dated: August 5, 2026

/s/ Jesse Singh
Jesse Singh
Chief Executive Officer

/s/ Ashley George
Ashley George
Interim Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Fortune Brands Innovations, Inc. and will be retained by Fortune Brands Innovations, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.