

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GARY D. VOIGT, Individually and on Behalf of All
Others Similarly Situated and Derivatively on Behalf of
Nominal Defendant NCI BUILDING SYSTEMS, INC.,

Plaintiff,

v.

JAMES S. METCALF, DONALD R. RILEY, NATHAN
K. SLEEPER, WILLIAM R. VANARSDALE,
JONATHAN L. ZREBIEC, KATHLEEN J. AFFELDT,
JAMES G. BERGES, LAWRENCE J. KREMER,
CLAYTON, DUBILIER & RICE FUND VIII, L.P., and
CLAYTON, DUBILIER & RICE, LLC,

Defendants,

and

NCI BUILDING SYSTEMS, INC., a
Delaware corporation,

Nominal Defendant.

C.A. No. 2018-0828-JTL

NOTICE OF PENDENCY AND SETTLEMENT OF ACTION

TO: (1) ALL RECORD AND BENEFICIAL OWNERS OF CORNERSTONE BUILDING BRANDS, INC. (“NCI” OR THE “COMPANY,” F/K/A NCI BUILDING SYSTEMS, INC.) COMMON STOCK AS OF THE CLOSE OF BUSINESS ON AUGUST 25, 2021, AND (2) ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF NCI COMMON STOCK AS OF JULY 17, 2018 (“CLASS SHARES”), AND THEIR HEIRS, ASSIGNEES, TRANSFEREES, AND SUCCESSORS-IN-INTEREST, BUT EXCLUDING THE DEFENDANTS AND DISMISSED DEFENDANTS, AND THEIR IMMEDIATE FAMILY MEMBERS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, ESTATES, PREDECESSORS, SUCCESSORS, ASSIGNS AND ANY ENTITY IN WHICH ANY EXCLUDED PARTY HAS OR HAD A DIRECT OR INDIRECT CONTROLLING INTEREST (THE “CLASS,” CONSISTING OF “CLASS MEMBERS”).

BROKERAGE FIRMS, BANKS, AND OTHER PERSONS OR ENTITIES WHO HELD OR HOLD CLASS SHARES OR WHO HELD OR HOLD SHARES OF RECORD WHO ARE NOT ALSO BENEFICIAL OWNERS, ARE DIRECTED TO FORWARD THIS NOTICE PROMPTLY TO THE BENEFICIAL OWNERS OF SUCH SHARES, OR REQUEST NCI TO DO SO (SEE SECTION AT THE END OF THIS NOTICE ENTITLED “NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS”).

The purpose of this Notice is to inform you about: (i) the pendency of the above captioned stockholder derivative and class action (the “Action”), which was brought by an NCI stockholder on behalf of and for the benefit of NCI and a class of NCI stockholders in the Court of Chancery of the State of Delaware (the “Court”); (ii) a proposed settlement of the Action (the “Settlement”), subject to Court approval and other conditions as set forth in a Stipulation of Settlement (the “Stipulation”) that was filed with the Court and is publicly available for review as indicated in paragraph 37 below; (iii) the hearing that the Court will hold on January 19, 2022 at 11:00 a.m. ET, to determine whether to finally certify the class, whether to approve the Settlement and to consider Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses and Plaintiff’s Counsel’s application for an incentive award to Plaintiff; and (iv) NCI stockholders’ and Class Members’ rights with respect to the proposed Settlement and Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses and Plaintiff’s Counsel’s application for an incentive award to Plaintiff.¹

¹ All capitalized terms not otherwise defined in this Notice shall have the meaning provided in the Stipulation.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
YOUR RIGHTS WILL BE AFFECTED BY THE ACTION.**

The Stipulation was entered into as of August 25, 2021, between and among: plaintiff in the Action (“Plaintiff”); Clayton, Dubilier & Rice Fund VIII, L.P. (“CD&R Fund VIII”) and Clayton, Dubilier & Rice LLC (“CD&R LLC,” and together with CD&R Fund VIII, the “CD&R Entity Defendants”); Kathleen J. Affeldt, James G. Berges, Lawrence J. Kremer, James S. Metcalf, Donald R. Riley, Nathan K. Sleeper, Jonathan L. Zrebiec, and William VanArsdale (the “Director Defendants,” and together with CD&R Fund VIII, and CD&R LLC, “Defendants”); George L. Ball, Gary L. Forbes, John J. Holland, and George Martinez (the “Dismissed Directors”); and nominal defendant NCI (collectively with Plaintiff, Defendants, and the Dismissed Directors, the “Parties”), subject to the approval of the Court pursuant to Delaware Chancery Rules 23 and 23.1.

This Action was brought as a derivative and class action on behalf of and for the benefit of NCI and a class of stockholders.

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to explain the Action, the terms of the proposed Settlement, and how the Settlement affects NCI stockholders’ and Class Members’ legal rights.
2. In a derivative action, one or more people and/or entities who are current stockholders of a corporation sue on behalf of and for the benefit of the corporation, seeking to enforce the corporation’s legal rights.
3. In a class action, one or more people and/or entities who were stockholders at the time the claim arose sue on behalf of and for the benefit of the individual class members, seeking to enforce the class members’ legal rights.
4. As described more fully in paragraph 35 below, NCI stockholders and Class Members have the right to object to the proposed Settlement, the application by Plaintiff’s Counsel for an award of attorneys’ fees and expenses, and Plaintiff’s Counsel’s application for an incentive award to Plaintiff. They have the right to appear and be heard at the Settlement Hearing, which will be held before The Honorable J. Travis Laster on January 19, 2022 at 11:00 a.m. ET, at the Leonard L. Williams Justice Center, 500 N. King Street, Wilmington, Delaware 19801 (or by telephone or Zoom if the Settlement Hearing is conducted in such manner). At the Settlement Hearing, the Court will (a) determine whether the proposed Settlement, on the terms and conditions provided for in the Stipulation, is fair, reasonable, and adequate and in the best interests of the NCI, its stockholders and the Class Members; (b) determine whether the Court should finally approve the Stipulation and enter the Judgment as provided in the Stipulation, finally certifying the Class, dismissing the Action with prejudice and extinguishing and releasing the Released Claims; (c) consider Plaintiff’s Counsel’s Fee and Expense Application, (d) consider Plaintiff’s application for an Incentive Award to be paid solely out of any Fee Award; (e) hear and determine any objections to the proposed Settlement, the class action determination, Plaintiff’s request for an Incentive Award or Plaintiff’s Counsel’s Fee and Expense Application; and (f) rule on such other matters as the Court may deem appropriate.
5. The Court has reserved the right to adjourn or continue the Settlement Hearing including consideration of the application by Plaintiff’s Counsel for attorneys’ fees and expenses and any application by Plaintiff’s Counsel for an incentive award to Plaintiff, without further notice to you other than by announcement at the Settlement Hearing or any adjournment thereof, or notation on the docket in the Action. The Court has further reserved the right to approve the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

THE FOLLOWING DESCRIPTION OF THE ACTION AND THE SETTLEMENT HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDINGS OF FACT.

6. CD&R Fund VIII acquired a majority stake in NCI in 2009, and subsequently reduced its stake over the following years. By mid-December 2017, CD&R Fund VIII held just under 35% of NCI’s outstanding stock.
7. On January 31, 2018, CD&R Fund X and Golden Gate Capital announced that they would acquire and combine Ply Gem Holdings, Inc. and Atrium Windows & Doors, Inc. (as combined, “New Ply Gem”). The New Ply Gem transaction closed on April 16, 2018.

8. On July 17, 2018, a Special Committee of the NCI board of directors (the “Board”) recommended, and then the full NCI board (other than Messrs. Berges, Sleeper, VanArsdale, and Zrebiec, who recused themselves from the vote) approved a transaction pursuant to which New Ply Gem would merge with and into NCI, and the New Ply Gem interests issued and outstanding would be converted into the right to receive 58,709,067 shares of NCI common stock (collectively, the “Transaction”), so as to effect the negotiated sharing ratio in the combined company of 53% to NCI’s stockholders and 47% to New Ply Gem’s stockholders.

9. On August 28, 2018, Plaintiff made a demand pursuant to 8 *Del. C.* § 220 to inspect certain NCI books and records, including board and Special Committee meeting minutes regarding the Transaction and director questionnaires, which documents NCI subsequently produced to Plaintiff.

10. On November 14, 2018, Plaintiff filed a complaint (the “Initial Complaint”) in the Court, naming as defendants CD&R Fund VIII, CD&R LLC, and the Director Defendants, derivatively on behalf of NCI and on behalf of himself and a class of NCI stockholders. The Initial Complaint asserted claims for breach of fiduciary duty against the Director Defendants, CD&R Fund VIII, and CD&R LLC and alleged that CD&R Fund VIII and CD&R LLC were unjustly enriched by the Transaction. Specifically, the Initial Complaint alleged, among other things, that the CD&R Entity Defendants were a controlling stockholder of NCI and that the Director Defendants and the CD&R Entity Defendants caused NCI to enter into the Transaction through an unfair process and at an unfair price. The Initial Complaint further alleged, in the alternative, that the Transaction constituted a change of control of NCI.

11. On November 16, 2018, the Transaction closed.

12. On February 15, 2019, Defendants moved to dismiss the Initial Complaint, arguing among other things that CD&R was not a controlling stockholder and that the Transaction did not constitute a change of control (the “Motions to Dismiss”).

13. On April 11, 2019, Plaintiff filed an amended complaint (the “Amended Complaint”), which, among other things, added the Dismissed Directors as defendants and included additional allegations in support of Plaintiff’s claims.

14. On February 10, 2020, the Court dismissed the claims against the Dismissed Directors but otherwise denied the Motions to Dismiss the Action.

15. Following the Court’s ruling on the Motions to Dismiss, Plaintiff propounded his first requests for the production of documents to Defendants and his first set of interrogatories directed to Defendants. In addition, Plaintiff served subpoenas on 11 third parties.

16. In response to Plaintiff’s discovery requests propounded to the Defendants, Plaintiff received 189,199 documents or 1,968,537 pages of documents, and in response to the subpoenas directed to third parties, Plaintiff received 81,005 documents or 443,482 pages of documents. In total, Plaintiff’s counsel received approximately 2,412,019 pages of documents.

17. Plaintiff’s Counsel also deposed 12 fact witnesses.

18. On June 8, 2020, Defendants propounded their first request for the production of documents directed to Plaintiff, to which Plaintiff responded on July 8, 2020, and produced documents in response thereto beginning on November 6, 2020.

19. Beginning on or around July 22, 2020, the Parties exchanged multiple correspondence concerning Plaintiff’s responses to discovery requests in the Action.

20. On February 5, 2021, on stipulation of the Parties, the Court entered an order certifying the Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), appointing Voigt as representative of the Class, and Andrews & Springer LLC and Friedman Oster & Tejtel PLLC as Class Counsel.

21. On February 19, 2021, Plaintiff propounded his second set of interrogatories directed to the Director Defendants and NCI.

22. Beginning on or around March 23, 2021, the Parties exchanged multiple correspondence concerning Defendants’ privilege logs, responses to interrogatory requests, and text messages produced in the Action.

23. In connection with efforts to settle this Action, the Parties, along with insurers for Defendants, including those insurers responsible or potentially responsible for the ultimate settlement amount, engaged in extensive discussions, including an all-day mediation session with former United States District Court Judge Layn Phillips, which was held

on April 28, 2021. The mediation session did not result in an agreement, and over the course of the following month, the Parties, along with the Insurers, continued to engage in numerous discussions through the mediator, ultimately reaching an agreement in principle in late May 2021.

24. On August 25, 2021, the Parties entered into a formal Stipulation of Settlement setting forth the terms of the Settlement.

WHAT ARE THE TERMS OF THE SETTLEMENT?

25. As consideration for the Settlement, Defendants shall cause the Insurers to pay the total sum of one hundred million dollars (\$100,000,000) (the “Settlement Payment”) into Escrow (the “Settlement Fund”). The Settlement Payment shall be funded within thirty (30) days after (1) the Court’s Judgment approving the Settlement becomes final (the “Settlement Payment Date”), and (2) Plaintiff’s Counsel provides the Defendants with a W-9 and complete wire transfer information and payment instructions. Defendants shall bear no personal responsibility for any payment in connection with the Stipulation or the Settlement. The balance of the Settlement Fund, minus all costs and expenses incurred in connection with administering the Escrow and the amount of any Fee Award (as defined in paragraph 33 below), shall be released from Escrow and paid to NCI within ten business days after the Settlement Payment Date. Individual Class Members will not receive any direct payment of funds from the Settlement, which will go to NCI. NCI has agreed that it will not pay any cash dividend attributable to the Settlement Payment within eighteen (18) months after the Settlement Payment Date.

WHAT ARE THE PARTIES’ REASONS FOR THE SETTLEMENT?

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

27. Defendants deny any and all allegations of wrongdoing, liability, violations of law or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct was at all times proper, in the best interests of NCI and its stockholders, and in compliance with applicable law. Defendants further deny any breach of fiduciary duties. The CD&R Entity Defendants deny that they were controlling stockholders and deny that they owed fiduciary duties to NCI or its stockholders. Defendants affirmatively assert that the Transaction was the best possible transaction for NCI and its stockholders, was entirely fair to NCI and to the unaffiliated stockholders, and has provided NCI and its stockholders with substantial benefits. Defendants also deny that NCI or its stockholders were harmed by any conduct of Defendants alleged in the Action or that could have been alleged therein. Each Defendant asserts that, at all relevant times, they acted in good faith and in a manner they reasonably believed to be in the best interests of NCI and all of its stockholders.

28. Defendants, however, recognize the uncertainty and the risk inherent in any litigation, and the difficulties and substantial burdens, expense, and length of time that may be necessary to defend this proceeding through the conclusion of trial, post-trial motions, and appeals. In particular, Defendants are cognizant of the burdens this litigation is imposing on them, NCI, the CD&R Entity Defendants, and those entities’ respective managements, and the impact that continued litigation will have on their ability to continue focusing on value creation. Defendants wish to eliminate the uncertainty, risk, burden, and expense of further litigation, and to permit the operation of NCI and the CD&R Entity Defendants without further distraction and diversion of their personnel with respect to the Action. Defendants have therefore determined to settle the Action on the terms and conditions set forth in this Stipulation solely to put the Released Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

29. Nothing in this Notice shall be construed as an admission by Defendants of wrongdoing, fault, liability, or damages whatsoever.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

30. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). Upon entry of the Judgment, and subject to NCI’s receipt of the Net Settlement Payment, the Action will be dismissed in its entirety and with prejudice and the following releases will occur:

Release of Claims by Plaintiff, NCI, other NCI stockholders and Class Members: NCI, Plaintiff, each and every other NCI stockholder, and the Class Members, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiff’s Claims on their behalf, in such capacity only, shall fully, finally, and forever release, settle, and discharge, and shall forever be enjoined from prosecuting, the Released Plaintiff’s Claims against Defendants and any other Defendants’ Releasees.

“Released Plaintiff’s Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including claims within the exclusive jurisdiction of the federal courts, such as, but not limited to, federal securities claims), that are, have been, could have been, could now be, or in the future could, can, or might be asserted, in the Action or in any other court, tribunal, or proceeding by Plaintiff, any other NCI stockholder, or any member of the Class, derivatively on behalf of NCI, or individually or as a member of the Class directly (in their capacities as current or former NCI stockholders), or otherwise, or by NCI directly against any of the Defendants’ Releasees, which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that arise out of or relate in any way to the events, acts or negotiations related to the decision to combine NCI with New Ply Gem (including any disclosures related thereto), except for (x) any claims relating to the enforcement of the Settlement and (y) any claims that any Defendant, any Dismissed Director, or NCI may have against any of their respective insurers, co-insurers, or reinsurers, to the extent such claims are not otherwise released pursuant to other documentation.

“Defendants’ Releasees” means NCI, Defendants, and the Dismissed Directors, and their respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, associates and insurers, co-insurers and reinsurers.

Release of Claims by Defendants: Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants’ Claims on their behalf, in such capacity only, shall fully, finally, and forever release, settle, and discharge, and shall forever be enjoined from prosecuting, the Released Defendants’ Claims against Plaintiff’s Releasees.

“Released Defendants’ Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including claims within the exclusive jurisdiction of the federal courts), arising out of or relating to this litigation through the date of this Stipulation, including, without limitation, all actions taken by Plaintiff or Plaintiff’s Counsel in connection with the initiation and prosecution of this Action through the date of this Stipulation. For the avoidance of doubt, the Released Defendants’ Claims do not include (x) any claims relating to the enforcement of the Settlement or (y) any claims that any Defendant, any Dismissed Director, or NCI may have against any of their respective insurers, co-insurers, or reinsurers, to the extent such claims are not otherwise released pursuant to other documentation.

“Plaintiff’s Releasees” means Plaintiff, Plaintiff’s Counsel and their respective past and present family members, spouses, heirs, agents, predecessors and successors.

“Unknown Claims” means any Released Plaintiff’s Claims that Plaintiff, NCI, any other NCI stockholder, or the Class does not know or suspect to exist in his, her, or its favor at the time of the release of the Defendants’ Releasees, and any Released Defendants’ Claims that any of Defendants or any of the other Defendants’ Releasees does not know or suspect to exist in his, her, or its favor at the time of the release of the Plaintiff’s Releasees, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff’s Claims and Released Defendants’ Claims, the Parties stipulate and agree that Plaintiff, the Class, NCI, and each of the Defendants shall expressly waive, and each of the other NCI stockholders and each of the other Defendants’ Releasees shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code § 1542, which provides:

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

and any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542. Plaintiff, NCI, the Class, and each of the Defendants acknowledge, and each of the other NCI stockholders and each of the other Defendants’ Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

31. If the Settlement is approved and the Effective Date occurs, no NCI stockholder or Class Member will be able to bring another action asserting the Released Plaintiff’s Claims against any of Defendants’ Releasees on behalf of NCI or individually.

32. Pending final determination of whether the Settlement should be approved, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement and determine a fee and incentive award, have been stayed and suspended. Pending final determination of whether the Settlement should be approved, all parties to the Action and all Class Members are enjoined from filing, commencing, or prosecuting any Released Claims against the Releasees in the Action or in any other lawsuit in any jurisdiction.

HOW WILL PLAINTIFF’S COUNSEL GET PAID?

33. Plaintiff’s Counsel have not received any payment for their services in pursuing the claims asserted in the Action, nor have Plaintiff’s Counsel been reimbursed for their out-of-pocket expenses. Plaintiff’s Counsel invested their own resources in pursuing the Action on a contingency basis, meaning they would only recover their expenses and be compensated for their time if they created benefits through the Action. In light of the risks undertaken in pursuing the Action on a contingency basis and the benefits created for NCI and the Class through the Settlement and the prosecution of the Action, Plaintiff’s Counsel intend to petition the Court for an award of attorneys’ and litigation expenses to be paid from the Settlement Payment, and from no other source, which is no greater than \$23.5 million (the “Fee and Expense Application”). Plaintiff also intends to petition the Court for an incentive award of up to \$5,000 to be paid to Plaintiff solely from the Fee Award (the “Incentive Award”). Any attorneys’ fees and expenses that are awarded by the Court (the “Fee Award”) and/or the Incentive Award will be paid by the Escrow Agent from the Settlement Fund. Defendants and NCI agree that they will not object to or otherwise take any position on the Fee and Expense Application and/or Incentive Award so long as the Fee and Expense Application seeks an award no greater than 23.5% of the Settlement Payment and the Incentive Award seeks no greater than \$5,000 of the Fee Award. The Court will determine the amount of any fee and expense award to Plaintiff’s Counsel and any Incentive Award to Plaintiff.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE THE RIGHT TO APPEAR AT THE SETTLEMENT HEARING?

34. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held before The Honorable J. Travis Laster on January 19, 2022 at 11:00 a.m. ET, in the Court of Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 (or by telephone or Zoom if the Settlement Hearing is conducted in such manner).

35. Any NCI stockholder or Class Member who objects to the Settlement, the proposed Judgment to be entered, the Fee and Expense Application, or the application for an Incentive Award, or who otherwise wishes to be heard ("Objector"), may appear in person or through his, her, or its attorney at the Settlement Hearing (or by telephone or Zoom if the Settlement Hearing is conducted in such manner) and present any evidence or argument that may be proper and relevant; provided, however, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Judgment to be entered thereon, or the allowance of fees and expenses to Plaintiff's Counsel or the Incentive Award unless, no later than ten business days before the Settlement Hearing, such person files with the Register in Chancery, Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, the following: (a) proof of ownership of NCI stock either (i) as of July 17, 2018 and continuously to the present (if objecting to the derivative aspects of the Settlement); or (ii) as of July 17, 2018 or as a result of the acquisition of Class Shares thereafter (if objecting to the class aspects of the Settlement); (b) a written and signed notice of the Objector's intention to appear, which states the name, address and telephone number of the Objector and, if represented, the name, address and telephone number of his, her or its counsel; (c) a detailed statement of the objections to any matter before the Court; and (d) a detailed statement of all of the grounds thereon and the reasons for the Objector's desire to appear and to be heard, as well as all documents or writings which the Objector desires the Court to consider. Any such filings with the Court must also be served upon each of the following counsel (i) by hand, first class U.S. mail, or express service and (ii) by email such that they are received no later than ten calendar days prior to the Settlement Hearing:

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David M. Sborz (#6203)
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Counsel for Nominal Defendant NCI Building Systems, Inc.

36. Unless the Court otherwise directs, any person or entity who fails to object in the manner prescribed above shall be deemed to have waived such objection (including the right to appeal), unless the Court in its discretion allows such objection to be heard at the Settlement Hearing, and shall be forever barred from raising any objection to the Settlement, Plaintiff's Counsel's application for an award of attorneys' and expenses, and Plaintiff's application for an inventive fee award, or any other matter related to the Settlement, in the Action or in any other action or proceeding, and will otherwise be bound by the Judgment to be entered and the releases to be given.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

37. This Notice does not purport to be a comprehensive description of the Action, the allegations related thereto, the terms of the Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in the Action, and to the extent permitted by any Court rules governing access to the Court in light of COVID, you may inspect the pleadings, the Stipulation, the Orders entered by the Court, and other papers filed in the Action at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 N. King Street, Wilmington, Delaware 19801, during regular business hours of each business day. You may also view a copy of the Stipulation and any related orders entered by the Court at <http://www.andrewspringer.com/blog/cornerstone-building-brands-settlement-notice/>. If you have questions regarding the Settlement, you may write or call Plaintiff's Counsel: Peter B. Andrews, Andrews & Springer LLC, 4001 Kennett Pike, Suite 250, Wilmington, Delaware 19807, (302) 504-4957, and Jeremy S. Friedman, Friedman Oster & Tejtel PLLC, 493 Bedford Center Road, Suite 2D, Bedford Hills, New York 10507, (888) 529-1108.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE

NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS.

38. Brokerage firms, banks, and other persons or entities who hold shares of NCI common stock as record owners, but not as beneficial owners, are directed to either (a) promptly request from NCI sufficient copies of this Notice to forward to all such beneficial owners and after receipt of the requested copies promptly forward such Notices to all such beneficial owners; or (b) promptly provide a list of the names and addresses of all such beneficial owners to SecuritiesInfo@epiqglobal.com, after which NCI will promptly send copies of the Notice to such beneficial owners. Copies of this Notice may be obtained by contacting Epiq Global at SecuritiesInfo@epiqglobal.com.

Dated: August 30, 2021

BY ORDER OF THE COURT

Register in Chancery