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 March 31, 2024

☐ **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: 1-06620

GRIFFON CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**11-1893410**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

712 Fifth Ave, 18th Floor	**New York**	**New York**	**10019**
(Address of principal executive offices)			(Zip Code)

(212) 957-5000

(Registrant’s telephone number, including area code)

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, $0.25 par value	GFF	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 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 of common stock outstanding at **April 30, 2024** was 49,553,357.

Griffon Corporation and Subsidiaries

Contents

	Page
PART I - FINANCIAL INFORMATION	
Item 1 – Financial Statements	
Condensed Consolidated Balance Sheets at March 31, 2024 (unaudited) and September 30, 2023	1
Condensed Consolidated Statement of Shareholders’ Equity for the Three and Six Months Ended March 31, 2024 and 2023 (unaudited)	2
Condensed Consolidated Statements of Operations and Comprehensive Income (Loss) for the Three and Six Months Ended March 31, 2024 and 2023 (unaudited)	4
Condensed Consolidated Statements of Cash Flows for the Six Months Ended March 31, 2024 and 2023 (unaudited)	5
Notes to Condensed Consolidated Financial Statements (unaudited)	7
Item 2 – Management’s Discussion and Analysis of Financial Condition and Results of Operations	32
Item 3 - Quantitative and Qualitative Disclosures about Market Risk	46
Item 4 - Controls & Procedures	47
PART II – OTHER INFORMATION	
Item 1 – Legal Proceedings	47
Item 1A – Risk Factors	47
Item 2 – Unregistered Sales of Equity Securities and Use of Proceeds	48
Item 3 – Defaults Upon Senior Securities	48
Item 4 – Mine Safety Disclosures	48
Item 5 – Other Information	48
Item 6 – Exhibits	50
Signatures	51

Part I – Financial Information
Item 1 – Financial Statements

GRIFFON CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands)

	(Unaudited) March 31, 2024	September 30, 2023
CURRENT ASSETS		
Cash and equivalents	$ 123,030	$ 102,889
Accounts receivable, net of allowances of $11,567 and $11,264	349,818	312,432
Inventories	443,970	507,130
Prepaid and other current assets	65,196	57,139
Assets held for sale	24,172	—
Assets of discontinued operations	980	1,001
Total Current Assets	1,007,166	980,591
PROPERTY, PLANT AND EQUIPMENT, net	267,337	279,218
OPERATING LEASE RIGHT-OF-USE ASSETS	168,252	169,942
GOODWILL	327,864	327,864
INTANGIBLE ASSETS, net	625,202	635,243
OTHER ASSETS	23,805	21,731
ASSETS OF DISCONTINUED OPERATIONS	4,104	4,290
Total Assets	$ 2,423,730	$ 2,418,879
CURRENT LIABILITIES		
Notes payable and current portion of long-term debt	$ 8,152	$ 9,625
Accounts payable	143,152	116,646
Accrued liabilities	174,247	193,098
Current portion of operating lease liabilities	33,433	32,632
Liabilities of discontinued operations	2,753	7,148
Total Current Liabilities	361,737	359,149
LONG-TERM DEBT, net	1,577,208	1,459,904
LONG-TERM OPERATING LEASE LIABILITIES	145,295	147,224
OTHER LIABILITIES	132,063	132,708
LIABILITIES OF DISCONTINUED OPERATIONS	5,241	4,650
Total Liabilities	2,221,544	2,103,635
COMMITMENTS AND CONTINGENCIES - See Note 21		
SHAREHOLDERS' EQUITY		
Total Shareholders' Equity	202,186	315,244
Total Liabilities and Shareholders' Equity	$ 2,423,730	$ 2,418,879

The accompanying notes to condensed consolidated financial statements are an integral part of these statements.

GRIFFON CORPORATION
CONDENSED CONSOLIDATED STATEMENT OF SHAREHOLDERS’ EQUITY
For the Three and Six Months Ended March 31, 2024 and 2023
(Unaudited)

	COMMON STOCK		CAPITAL IN EXCESS OF PAR VALUE	RETAINED EARNINGS	TREASURY SHARES		ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)	DEFERRED COMPENSATION	TOTAL
(in thousands)	**SHARES**	**PAR VALUE**			**SHARES**	**COST**			
Balance at September 30, 2023	84,746	$ 21,187	$ 662,680	$ 281,516	31,684	$ (577,686)	$ (70,010)	$ (2,443)	$ 315,244
Net income	—	—	—	42,177	—	—	—	—	42,177
Dividend	—	—	—	(7,825)	—	—	—	—	(7,825)
Shares withheld on employee taxes on vested equity awards	—	—	—	—	221	(11,604)	—	—	(11,604)
Amortization of deferred compensation	—	—	—	—	—	—	—	520	520
Common stock acquired	—	—	—	—	1,634	(70,543)	—	—	(70,543)
Equity awards granted, net	—	—	(3,383)	—	(180)	3,383	—	—	—
ESOP allocation of common stock	—	—	1,550	—	—	—	—	—	1,550
Stock-based compensation	—	—	5,028	—	—	—	—	—	5,028
Other comprehensive income, net of tax	—	—	—	—	—	—	10,475	—	10,475
Balance at December 31, 2023	84,746	$ 21,187	$ 665,875	$ 315,868	33,359	$ (656,450)	$ (59,535)	$ (1,923)	$ 285,022
Net income	—	—	—	64,143	—	—	—	—	64,143
Dividend	—	—	—	(7,289)	—	—	—	—	(7,289)
Shares withheld on employee taxes on vested equity awards	—	—	—	—	375	(22,722)	—	—	(22,722)
Amortization of deferred compensation	—	—	—	—	—	—	—	586	586
Common stock acquired	—	—	—	—	1,803	(118,964)	—	—	(118,964)
Equity awards granted, net	—	—	(9,492)	—	(428)	9,492	—	—	—
ESOP allocation of common stock	—	—	2,484	—	—	—	—	—	2,484
Stock-based compensation	—	—	3,849	—	—	—	—	—	3,849
SEC filing fees	—	—	(27)	—	—	—	—	—	(27)
Other comprehensive loss, net of tax	—	—	—	—	—	—	(4,896)	—	(4,896)
Balance at March 31, 2024	84,746	$ 21,187	$ 662,689	$ 372,722	35,109	$ (788,644)	$ (64,431)	$ (1,337)	$ 202,186

(in thousands)	COMMON STOCK SHARES	COMMON STOCK PAR VALUE	CAPITAL IN EXCESS OF PAR VALUE	RETAINED EARNINGS	TREASURY SHARES SHARES	TREASURY SHARES COST	ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)	DEFERRED COMPENSATION	TOTAL
Balance at September 30, 2022	84,746	$ 21,187	$ 627,982	$ 344,060	27,682	$ (420,116)	$ (82,738)	$ (12,805)	$ 477,570
Net income	—	—	—	48,702	—	—	—	—	48,702
Dividend	—	—	—	(6,145)	—	—	—	—	(6,145)
Shares withheld on employee taxes on vested equity awards	—	—	—	—	345	(12,734)	—	—	(12,734)
Amortization of deferred compensation	—	—	—	—	—	—	—	571	571
Equity awards granted, net	—	—	(7,082)	—	(467)	7,082	—	—	—
ESOP allocation of common stock	—	—	1,127	—	—	—	—	—	1,127
Stock-based compensation	—	—	5,538	—	—	—	—	—	5,538
Other comprehensive income, net of tax	—	—	—	—	—	—	12,219	—	12,219
Balance at December 31, 2022	84,746	$ 21,187	$ 627,565	$ 386,617	27,560	$ (425,768)	$ (70,519)	$ (12,234)	$ 526,848
Net loss	—	—	—	(62,255)	—	—	—	—	(62,255)
Dividend	—	—	—	(5,714)	—	—	—	—	(5,714)
Shares withheld on employee taxes on vested equity awards	—	—	—	—	21	(254)	—	—	(254)
Amortization of deferred compensation	—	—	—	—	—	—	—	570	570
Equity awards granted, net	—	—	(617)	—	(40)	617	—	—	—
ESOP allocation of common stock	—	—	1,207	—	—	—	—	—	1,207
Stock-based compensation	—	—	5,296	—	—	—	—	—	5,296
Other comprehensive income, net of tax	—	—	—	—	—	—	2,613	—	2,613
Balance at March 31, 2023	84,746	$ 21,187	$ 633,451	$ 318,648	27,541	$ (425,405)	$ (67,906)	$ (11,664)	$ 468,311

The accompanying notes to condensed consolidated financial statements are an integral part of these statements.

GRIFFON CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(in thousands, except per share data)
(Unaudited)

	Three Months Ended March 31,		Six Months Ended March 31,	
	2024	2023	2024	2023
Revenue	$ 672,880	$ 710,984	$ 1,316,033	$ 1,360,368
Cost of goods and services	402,215	516,492	808,727	932,051
Gross profit	270,665	194,492	507,306	428,317
Selling, general and administrative expenses	157,217	160,301	310,020	313,021
Intangible asset impairment	—	100,000	—	100,000
Total operating expenses	157,217	260,301	310,020	413,021
Income (loss) from operations	113,448	(65,809)	197,286	15,296
Other income (expense)				
Interest expense	(26,149)	(24,879)	(51,448)	(49,527)
Interest income	637	236	1,061	340
Gain on sale of building	11	—	558	10,852
Other, net	626	293	1,258	900
Total other expense, net	(24,875)	(24,350)	(48,571)	(37,435)
Income (loss) before taxes	88,573	(90,159)	148,715	(22,139)
Provision (benefit) for income taxes	24,430	(27,904)	42,395	(8,586)
Net income (loss)	$ 64,143	$ (62,255)	$ 106,320	$ (13,553)
Basic earnings (loss) per common share	$ 1.34	$ (1.17)	$ 2.20	$ (0.26)
Basic weighted-average shares outstanding	47,946	53,038	48,365	52,809
Diluted earnings (loss) per common share	$ 1.28	$ (1.17)	$ 2.10	$ (0.26)
Diluted weighted-average shares outstanding	49,931	53,038	50,714	52,809
Dividends paid per common share	$ 0.15	$ 0.10	$ 0.30	$ 0.20
Net income (loss)	$ 64,143	$ (62,255)	$ 106,320	$ (13,553)
Other comprehensive income (loss), net of taxes:				
Foreign currency translation adjustments	(7,199)	334	3,039	12,271
Pension and other post retirement plans	531	746	1,063	1,608
Change in cash flow hedges	1,772	1,533	1,477	953
Total other comprehensive income (loss), net of taxes	(4,896)	2,613	5,579	14,832
Comprehensive income (loss), net	$ 59,247	$ (59,642)	$ 111,899	$ 1,279

The accompanying notes to condensed consolidated financial statements are an integral part of these statements.

GRIFFON CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(Unaudited)

	Six Months Ended March 31,	
	2024	**2023**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$ 106,320	$ (13,553)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	29,903	34,367
Stock-based compensation	12,674	13,335
Intangible asset impairments	—	100,000
Asset impairment charges - restructuring	8,482	59,118
Provision for losses on accounts receivable	904	343
Amortization of debt discounts and issuance costs	2,113	2,045
Deferred income tax provision (benefit)	—	(25,744)
Gain on sale of assets and investments	(1,075)	(10,852)
Increase in accounts receivable	(33,503)	(19,431)
Decrease in inventories	56,250	64,582
(Increase) decrease in prepaid and other assets	(5,766)	3,451
Increase (decrease) in accounts payable, accrued liabilities, income taxes payable and operating lease liabilities	7,979	(51,409)
Other changes, net	1,579	5,384
Net cash provided by operating activities	185,860	161,636
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisition of property, plant and equipment	(33,289)	(11,837)
Payments related to sale of business	—	(2,568)
Proceeds from the sale of property, plant and equipment	1,272	11,834
Net cash used in investing activities	(32,017)	(2,571)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Dividends paid	(21,676)	(12,824)
Purchase of shares for treasury	(222,421)	(12,989)
Proceeds from long-term debt	179,500	45,419
Payments of long-term debt	(67,184)	(119,110)
Other, net	(262)	(127)
Net cash used in financing activities	(132,043)	(99,631)

The accompanying notes to condensed consolidated financial statements are an integral part of these statements.

GRIFFON CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(Unaudited)

	Six Months Ended March 31,	
	2024	2023
CASH FLOWS FROM DISCONTINUED OPERATIONS:		
Net cash used in operating activities	(3,273)	(2,598)
Net cash used in discontinued operations	(3,273)	(2,598)
Effect of exchange rate changes on cash and equivalents	1,614	(1,428)
NET INCREASE IN CASH AND EQUIVALENTS	20,141	55,408
CASH AND EQUIVALENTS AT BEGINNING OF PERIOD	102,889	120,184
CASH AND EQUIVALENTS AT END OF PERIOD	$ 123,030	$ 175,592

The accompanying notes to condensed consolidated financial statements are an integral part of these statements.

GRIFFON CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(US dollars and non US currencies in thousands, except per share data)

(Unaudited)

(Unless otherwise indicated, references to years or year-end refer to Griffon's fiscal period ending September 30)

NOTE 1 – DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

About Griffon Corporation

Griffon Corporation (the "Company", "Griffon", "we" or "us") is a diversified management and holding company that conducts business through wholly-owned subsidiaries. Griffon oversees the operations of its subsidiaries, allocates resources among them and manages their capital structures. Griffon provides direction and assistance to its subsidiaries in connection with acquisition and growth opportunities, as well as in connection with divestitures. In order to further diversify, Griffon also seeks out, evaluates and, when appropriate, will acquire additional businesses that offer potentially attractive returns on capital.

The Company was founded in 1959, is a Delaware corporation headquartered in New York, N.Y. and is listed on the New York Stock Exchange (NYSE:GFF).

Griffon conducts its operations through two reportable segments:

- Home and Building Products ("HBP") conducts its operations through Clopay Corporation ("Clopay"). Founded in 1964, Clopay is the largest manufacturer and marketer of garage doors and rolling steel doors in North America. Residential and commercial sectional garage doors are sold through professional dealers and leading home center retail chains throughout North America under the brands Clopay, Ideal, and Holmes. Rolling steel door and grille products designed for commercial, industrial, institutional, and retail use are sold under the Cornell and Cookson brands.

- Consumer and Professional Products ("CPP") is a leading global provider of branded consumer and professional tools; residential, industrial and commercial fans; home storage and organization products; and products that enhance indoor and outdoor lifestyles. CPP sells products globally through a portfolio of leading brands including AMES, since 1774, Hunter, since 1886, True Temper, and ClosetMaid.

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") for interim financial information, and the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, these financial statements do not include all the information and footnotes required by US GAAP for complete financial statements. As such, they should be read together with Griffon's Annual Report on Form 10-K for the fiscal year ended September 30, 2023, which provides a more complete explanation of Griffon's accounting policies, financial position, operating results, business, properties and other matters. In the opinion of management, these financial statements reflect all adjustments considered necessary for a fair statement of interim results. Griffon's businesses are seasonal; for this and other reasons, the financial results of the Company for any interim period are not necessarily indicative of the results for the full year.

The condensed consolidated balance sheet information at September 30, 2023 was derived from the audited financial statements included in Griffon's Annual Report on Form 10-K for the year ended September 30, 2023.

The condensed consolidated financial statements include the accounts of Griffon and all subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation. Certain amounts in prior years may have been reclassified to conform to the current year presentation.

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting periods. These estimates may be adjusted due to changes in economic, industry or customer financial conditions, as well as changes in technology or demand. Significant estimates include expected loss allowances for credit losses and returns, net realizable value of inventories, restructuring reserves, valuation of goodwill and intangible assets, assumptions associated with pension benefit obligations and income or

expenses, useful lives associated with depreciation and amortization of intangible and fixed assets, warranty reserves, sales incentive accruals, assumption associated with stock based compensation valuation, income taxes and tax valuation reserves, environmental reserves, legal reserves, insurance reserves, the valuation of assets and liabilities of discontinued operations and the accompanying disclosures. These estimates are based on management's best knowledge of current events and actions Griffon may undertake in the future. Actual results may ultimately differ from these estimates.

NOTE 2 – FAIR VALUE MEASUREMENTS

The carrying values of cash and equivalents, accounts receivable, accounts and notes payable, and revolving credit and variable interest rate debt approximate fair value due to either the short-term nature of such instruments or the fact that the interest rate of the revolving credit and variable rate debt is based upon current market rates.

Applicable accounting guidance establishes a fair value hierarchy requiring the Company to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. The accounting guidance establishes three levels of inputs that may be used to measure fair value, as follows:

- Level 1 inputs are measured and recorded at fair value based upon quoted prices in active markets for identical assets.
- Level 2 inputs include inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices in active markets for similar assets and liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of assets or liabilities.
- Level 3 inputs are unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

On March 31, 2024, the fair values of Griffon's 2028 Senior Notes and Term Loan B facility approximated $950,406 and $459,574, respectively. Fair values were based upon quoted market prices (level 1 inputs).

Insurance contracts with values of $4,671 at March 31, 2024 are measured and recorded at fair value based upon quoted prices in active markets for similar assets (level 2 inputs) and are included in Prepaid and other current assets and $634 is included in other assets on the Consolidated Balance Sheets.

Items Measured at Fair Value on a Recurring Basis

In the normal course of business, Griffon's operations are exposed to the effects of changes in foreign currency exchange rates related to inventory purchases. To manage these risks, Griffon may enter into various derivative contracts such as foreign currency exchange contracts, including forwards and options. As of March 31, 2024, Griffon entered into several such contracts in order to lock into a foreign currency rate for planned settlements of trade liabilities payable in U.S. dollars.

At March 31, 2024, Griffon had $38,500 of Australian dollar contracts at a weighted average rate of $1.48 which qualified for hedge accounting (level 2 inputs). These hedges were all deemed effective as cash flow hedges with gains and losses related to changes in fair value deferred and recorded in Accumulated other comprehensive income (loss) ("AOCI") and Prepaid and other current assets, or Accrued liabilities, until settlement. Upon settlement, gains and losses are recognized in the Consolidated Statements of Operations and Comprehensive Income (Loss) in Cost of goods and services ("COGS"). AOCI included deferred gains of $1,388 ($972, net of tax) at March 31, 2024. Upon settlement, losses of $215 and gains of $310 were recorded in COGS during the three months and six months ended March 31, 2024. All contracts expire in 30 to 150 days.

At March 31, 2024, Griffon had $49,500 of Chinese Yuan contracts at a weighted average rate of $6.93 which qualified for hedge accounting (level 2 inputs). These hedges were all deemed effective as cash flow hedges with gains and losses related to changes in fair value deferred and recorded in AOCI and Prepaid and other current assets, or Accrued liabilities, until

settlement. Upon settlement, gains and losses are recognized in the Consolidated Statements of Operations and Comprehensive Income (Loss) in COGS. AOCI included deferred losses of $925 ($675, net of tax) at March 31, 2024. Upon settlement, losses of $564 and $1,200 were recorded in COGS during the three months and six months ended March 31, 2024. All contracts expire in 3 to 365 days.

At March 31, 2024, Griffon had $8,130 of Canadian dollar contracts at a weighted average rate of $1.35. The contracts, which protect Canadian operations from currency fluctuations for U.S. dollar based purchases, do not qualify for hedge accounting. For the three and six months ended March 31, 2024, fair value gains (losses) of $38 and $(65), respectively, were recorded to Other liabilities and to Other income for the outstanding contracts, based on similar contract values (level 2 inputs). Realized gains of $2 and $26 were recorded in Other income during the three months and six months ended March 31, 2024 for all settled contracts. All contracts expire in 30 to 509 days.

NOTE 3 – REVENUE

The Company recognizes revenue when performance obligations identified under the terms of contracts with its customers are satisfied. A performance obligation is a promise in a contract to transfer a distinct good or service, or a bundle of goods or services, to the customer, and is the unit of accounting. A contract with a customer is an agreement which both parties have approved, that creates enforceable rights and obligations, has commercial substance and with respect to which payment terms are identified and collectability is probable. Once the Company has entered into a contract or purchase order, it is evaluated to identify performance obligations. For each performance obligation, revenue is recognized when control of the promised products is transferred to the customer, or services are satisfied under the contract or purchase order, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those products or services (the transaction price).

The Company’s performance obligations are recognized at a point in time related to the manufacture and sale of a broad range of products and components, and revenue is recognized when title, and risk and rewards of ownership, have transferred to the customer, which is generally upon shipment.

For a complete explanation of Griffon’s revenue accounting policies, this note should be read in conjunction with Griffon’s Annual Report on Form 10-K for the year ended September 30, 2023. See Note 12 - Business Segments for revenue from contracts with customers disaggregated by end markets, segments and geographic location.

NOTE 4 – INVENTORIES

Inventories are stated at the lower of cost (first-in, first-out or average cost) or net realizable value.

The following table details the components of inventory:

	At March 31, 2024	At September 30, 2023
Raw materials and supplies	$ 92,740	$ 127,342
Work in process	16,594	12,070
Finished goods	334,636	367,718
Total	$ 443,970	$ 507,130

In connection with the Company's restructuring activities described in Note 16, Restructuring Charges, during the six months ended March 31, 2024, CPP recorded an impairment charge of $8,482 to adjust inventory to its net realizable value.

NOTE 5 – PROPERTY, PLANT AND EQUIPMENT

The following table details the components of property, plant and equipment, net:

	At March 31, 2024	At September 30, 2023
Land, building and building improvements	$ 140,457	$ 169,923
Machinery and equipment	455,176	447,972
Leasehold improvements	34,905	33,740
	630,538	651,635
Accumulated depreciation	(363,201)	(372,417)
Total	$ 267,337	$ 279,218

Depreciation and amortization expense for property, plant and equipment was $9,499 and $11,601 for the quarters ended March 31, 2024 and 2023, respectively, and $18,766 and $23,090 for the six months ended March 31, 2024 and 2023, respectively. Depreciation included in Selling, general and administrative ("SG&A") expenses was $4,095 and $4,646 for the quarters ended March 31, 2024 and 2023, respectively, and $8,094 and $8,885 for the six months ended March 31, 2024 and 2023, respectively. Remaining components of depreciation, attributable to manufacturing operations, are included in Cost of goods and services.

In connection with the expansion of CPP's global sourcing strategy announced on May 3, 2023, certain owned manufacturing locations which ceased operations have met the criteria to be classified as held for sale as of March 31, 2024. The net book value of these properties as of March 31, 2024 totaled $24,172.

Except as described in Note 16, Restructuring charges, no event or indicator of impairment occurred during the six months ended March 31, 2024 which would require additional impairment testing of property, plant and equipment.

NOTE 6 – CREDIT LOSSES

The Company is exposed to credit losses primarily through sales of products and services. Trade receivables are recorded at their stated amount, less allowances for discounts, credit losses and returns. The Company's expected loss allowance methodology for trade receivables is primarily based on the aging method of the accounts receivables balances and the financial condition of its customers. The allowances represent estimated uncollectible receivables associated with potential customer defaults on contractual obligations (usually due to customers' potential insolvency), discounts related to early payment of accounts receivables by customers and estimates for returns. The allowance for credit losses includes amounts for certain customers in which a risk of default has been specifically identified, as well as an amount for customer defaults, based on a formula, when it is determined the risk of some default is probable and estimable, but cannot yet be associated with specific customers. Allowance for discounts and returns are recorded as a reduction of revenue and the provision related to the allowance for credit losses is recorded in SG&A expenses.

The Company also considers current and expected future economic and market conditions when determining any estimate of credit losses. Generally, estimates used to determine the allowance are based on assessment of anticipated payment and all other historical, current and future information that is reasonably available. All accounts receivable amounts are expected to be collected in less than one year.

Based on a review of the Company's policies and procedures across all segments, including the aging of its trade receivables, recent write-off history and other factors related to future macroeconomic conditions, Griffon determined that its method to determine credit losses and the amount of its allowances for bad debts is in accordance with the accounting guidance for credit losses on financial instruments, including trade receivables, in all material respects.

The following table provides a roll-forward of the allowance for doubtful accounts, including provisions for expected credit losses that is deducted from gross accounts receivable to present the net amount expected to be collected:

	Six months ended March 31,	
	2024	2023
Beginning Balance, October 1	$ 11,264	$ 12,137
Provision for expected credit losses	904	2,395
Amounts written off charged against the allowance	(636)	(723)
Other, primarily foreign currency translation	35	(554)
Ending Balance, March 31	$ 11,567	$ 13,255

NOTE 7 – GOODWILL AND OTHER INTANGIBLES

Indicators of impairment were not present for any of Griffon's reporting units during the six months ended March 31, 2024. The following table provides a summary of the carrying value of goodwill by segment as of September 30, 2023 and March 31, 2024, as follows:

Home and Building Products	$ 191,253
Consumer and Professional Products	136,611
Total	$ 327,864

The following table provides the gross carrying value and accumulated amortization for each major class of intangible assets:

	At March 31, 2024			At September 30, 2023	
	Gross Carrying Amount	Accumulated Amortization	Average Life (Years)	Gross Carrying Amount	Accumulated Amortization
Customer relationships & other	$ 447,152	$ 124,198	23	$ 443,164	$ 113,057
Technology and patents	16,663	4,304	13	15,504	3,815
Total amortizable intangible assets	463,815	128,502		458,668	116,872
Trademarks	289,889	—		293,447	—
Total intangible assets	$ 753,704	$ 128,502		$ 752,115	$ 116,872

The gross carrying amount of intangible assets was impacted by $1,589 related to favorable foreign currency translation.

Amortization expense for intangible assets was $5,581 and $5,653 for the quarters ended March 31, 2024 and 2023, respectively, and $11,137 and $11,277 for the six months ended March 31, 2024 and 2023, respectively. Amortization expense for the remainder of 2024 and the next five fiscal years and thereafter, based on current intangible balances and classifications, is estimated as follows: remaining in 2024 - $11,037; 2025 - $22,174; 2026 - $22,174; 2027 - $22,174; 2028 - $22,174; 2029 - $21,354; thereafter $214,226.

NOTE 8 – INCOME TAXES

During the quarter ended March 31, 2024, the Company recognized a tax provision of $24,430 on income before taxes of $88,573, compared to a tax benefit of $27,904 on a loss before taxes of $90,159 in the prior year quarter. The current year quarter results included strategic review costs - retention and other of $2,676 ($1,997, net of tax); restructuring charges of $2,401 ($1,769, net of tax); gain on sale of building of $11 ($9, net of tax); and discrete and certain other tax benefits, net, that affect comparability of $390. The prior year quarter results included strategic review - retention and other of $6,190 ($4,658, net of tax); restructuring charges of $78,334 ($58,529, net of tax); intangible asset impairment charges of $100,000 ($74,256, net of tax); proxy expenses of $614 ($471, net of tax); and discrete and certain other tax benefits, net, that affect comparability of $8,723. Excluding these items, the effective tax rates for the quarters ended March 31, 2024 and 2023 were 27.9% and 29.5%, respectively.

During the six months ended March 31, 2024, the Company recognized a tax provision of $42,395 on income before taxes of $148,715, compared to a tax benefit of $8,586 on a loss before taxes of $22,139 in the comparable prior year period. The six month period ended March 31, 2024 included restructuring charges of $14,801 ($10,982, net of tax); strategic review - retention and other of $7,334 ($5,497, net of tax); gain on sale of building of $558 ($415, net of tax); and discrete and certain other tax provisions, net, that affect comparability of $393. The six month period ended March 31, 2023 included restructuring charges of $78,334 ($58,529, net of tax); Strategic review - retention and other of $14,422 ($10,880, net of tax); gain on the sale of building $10,852 ($8,323, net of tax); intangible asset impairment charges of $100,000 ($74,256, net of tax); proxy expenses of $2,117 ($1,624, net of tax); and discrete tax and certain other tax benefits, net, that affect comparability of $9,056. Excluding these items, the effective tax rates for the six months ended March 31, 2024 and 2023 were 27.9% and 29.4%, respectively.

NOTE 9 – LONG-TERM DEBT

		At March 31, 2024					At September 30, 2023				
		Outstanding Balance	Original Issuer Premium/(Discount)	Capitalized Fees & Expenses	Balance Sheet	Coupon Interest Rate	Outstanding Balance	Original Issuer Premium/(Discount)	Capitalized Fees & Expenses	Balance Sheet	Coupon Interest Rate
Senior notes due 2028	(a)	$ 974,775	$ 194	(7,910)	$ 967,059	5.75 %	$ 974,775	$ 218	$ (8,920)	$ 966,073	5.75 %
Term Loan B due 2029	(b)	459,000	(837)	(6,378)	451,785	Variable	463,000	(922)	(7,039)	455,039	Variable
Revolver due 2028	(b)	169,500	—	(3,232)	166,268	Variable	50,445	—	(3,606)	46,839	Variable
Non US lines of credit	(d)	—	—	(9)	(9)	Variable	—	—	(3)	(3)	Variable
Other long term debt	(e)	279	—	(22)	257	Variable	1,592	—	(11)	1,581	Variable
Totals		1,603,554	(643)	(17,551)	1,585,360		1,489,812	(704)	(19,579)	1,469,529	
less: Current portion		(8,152)	—	—	(8,152)		(9,625)	—	—	(9,625)	
Long-term debt		$1,595,402	$ (643)	$(17,551)	$1,577,208		$1,480,187	$ (704)	$(19,579)	$1,459,904	

		Three Months Ended March 31, 2024					Three Months Ended March 31, 2023				
		Effective Interest Rate	Cash Interest	Amort. Debt (Premium)/Discount	Amort. Debt Issuance Costs & Other Fees	Total Interest Expense	Effective Interest Rate	Cash Interest	Amort. Debt (Premium)/Discount	Amort. Debt Issuance Costs & Other Fees	Total Interest Expense
Senior notes due 2028	(a)	6.0 %	$ 14,012	$ (12)	$ 505	$ 14,505	6.0 %	$ 14,012	$ (12)	$ 505	$ 14,505
Term Loan B due 2029	(b)	8.2 %	9,027	42	331	9,400	7.5 %	8,737	43	352	9,132
Revolver due 2028	(b)	Variable	2,231	—	187	2,418	Variable	673	—	122	795
Finance lease - real estate	(c)	n/a	—	—	—	—	5.6 %	174	—	—	174
Non US lines of credit	(d)	Variable	14	—	4	18	Variable	205	—	12	217
Other long term debt	(e)	Variable	115	—	1	116	Variable	64	—	1	65
Capitalized interest			(308)	—	—	(308)		(9)	—	—	(9)
Totals			$ 25,091	$ 30	$ 1,028	$ 26,149		$ 23,856	$ 31	$ 992	$ 24,879

		Six Months Ended March 31, 2024					Six Months Ended March 31, 2023				
		Effective Interest Rate	Cash Interest	Amort. Debt (Premium)/Discount	Amort. Debt Issuance Costs & Other Fees	Total Interest Expense	Effective Interest Rate	Cash Interest	Amort. Debt (Premium)/Discount	Amort. Debt Issuance Costs & Other Fees	Total Interest Expense
Senior notes due 2028	(a)	6.0 %	$ 28,024	$ (24)	$ 1,010	$ 29,010	6.0 %	$ 28,024	$ (24)	$ 1,010	$ 29,010
Term Loan B due 2029	(b)	8.2 %	18,244	85	661	18,990	7.0 %	16,545	86	703	17,334
Revolver due 2028	(b)	Variable	3,139	—	373	3,512	Variable	2,017	—	245	2,262
Finance lease - real estate	(c)	n/a	—	—	—	—	5.6 %	352	—	—	352
Non US lines of credit	(d)	Variable	14	—	8	22	Variable	360	—	25	385
Non US term loans	(d)	Variable	—	—	—	—	Variable	—	—	—	—
Other long term debt	(e)	Variable	417	—	1	418	Variable	194	—	1	195
Capitalized interest			(504)	—	—	(504)		(11)	—	—	(11)
Totals			$ 49,334	$ 61	$ 2,053	$ 51,448		$ 47,481	$ 62	$ 1,984	$ 49,527

(a) During 2020, Griffon issued, at par, $1,000,000 of 5.75% Senior Notes due 2028 (the "2028 Senior Notes"). Proceeds from the 2028 Senior Notes were used to redeem $1,000,000 of 5.25% Senior Notes due 2022. In connection with the issuance and exchange of the 2028 Senior Notes, Griffon capitalized $16,448 of underwriting fees and other expenses incurred, which is being amortized over the term of such notes. During 2022, Griffon purchased $25,225 of 2028 Senior Notes in the open market at a weighted average discount of 91.82% of par, or $23,161. As of March 31, 2024, outstanding 2028 Senior Notes due totaled $974,775; interest is payable semi-annually on March 1 and September 1.

The 2028 Senior Notes are senior unsecured obligations of Griffon guaranteed by certain domestic subsidiaries, and subject to certain covenants, limitations and restrictions. The 2028 Senior Notes were registered under the Securities Act of 1933, as amended (the "Securities Act") via exchange offer. The fair value of the 2028 Senior Notes approximated $950,406 on March 31, 2024 based upon quoted market prices (level 1 inputs). At March 31, 2024, $7,910 of underwriting fees and other expenses incurred remained to be amortized.

(b) On August 1, 2023, Griffon amended and restated its Credit Agreement (as amended, "Credit Agreement"). The amendment increased the maximum borrowing availability on its revolving credit facility from $400,000 to $500,000 (the "Revolver") and extended the maturity date of the Revolver from March 22, 2025 to August 1, 2028. In the event the 2028 Senior Notes are not repaid, refinanced, or replaced prior to December 1, 2027, the Revolver will mature on December 1, 2027. The amendment also modified certain other provisions of the Credit Agreement, including increasing the letter of credit sub-facility under the Revolver from $100,000 to $125,000 and increasing the customary accordion feature from a minimum of $375,000 to a minimum of $500,000. The Revolver also includes a multi-currency sub-facility of $200,000.

Borrowings under the Revolver may be repaid and re-borrowed at any time. Interest is payable on borrowings at either a Secured Overnight Financing Rate ("SOFR"), Sterling Overnight Index Average ("SONIA") or base rate benchmark rate, plus an applicable margin, which adjusts based on financial performance. Griffon's SOFR loans accrue interest at Term SOFR plus a credit adjustment spread and a margin of 2.00% (7.43% at March 31, 2024); SONIA loans accrue interest at SONIA Base Rate plus a credit adjustment spread and a margin of 2.00% (7.22% at March 31, 2024); and base rate loans accrue interest at prime rate plus a margin of 1.00% (9.50% at March 31, 2024).

At March 31, 2024, under the Revolver, there were $169,500 in outstanding borrowings; outstanding standby letters of credit were $12,962; and $317,538 was available, subject to certain loan covenants, for borrowing at that date.

On January 24, 2022, Griffon amended and restated its Credit Agreement to provide for a new $800,000 Term Loan B facility, due January 24, 2029, in addition to the Revolver. The Term Loan B accrues interest at the Term SOFR rate plus a credit adjustment spread with a floor of 0.50%, and a spread of 2.25% (7.70% as of March 31, 2024). The Term Loan B was issued at 99.75% of par value. In connection with this amendment, Griffon capitalized $15,466 of underwriting fees and other expenses incurred, which are being amortized over the term of the loan.
The Term Loan B facility requires nominal quarterly principal payments of $2,000, potential additional annual principal payments based on a percentage of excess cash flow and certain secured leverage thresholds starting with the fiscal year ending September 30, 2023; and a final balloon payment due at maturity. At September 30, 2023, Griffon's secured leverage remained below the threshold set forth in the Credit Agreement that would, if exceeded, require Griffon to make an additional payment, and therefore no additional annual principal payment was required. Term Loan B borrowings may generally be repaid without penalty but may not be re-borrowed. During 2023 and 2022, Griffon prepaid $25,000 and $300,000, respectively, aggregate principal amount of the Term Loan B, which permanently reduced the outstanding balance. In connection with the prepayment of the Term Loan B, Griffon recognized a charge of $437 and $6,296 on the prepayment of debt in 2023 and 2022, respectively. The charges were comprised of write-offs of underwriting fees and other expenses of $386 and $5,575 for 2023 and 2022, respectively, and the original issue discount of $51 and $721 for 2023 and 2022, respectively. The Term Loan B facility is subject to the same affirmative and negative covenants that apply to the Revolver (as described below), but is not subject to any financial maintenance covenants. Term Loan B borrowings are secured by the same collateral as the Revolver on an equal and ratable basis. The fair value of the Term Loan B facility approximated $459,574 on March 31, 2024 based upon quoted market prices (level 1 inputs). At March 31, 2024, $6,378 of underwriting fees and other expenses incurred, remained to be amortized. At March 31, 2024, $459,000 of the Term Loan B was outstanding.

The Revolver has certain financial maintenance tests including a maximum total leverage ratio, a maximum senior secured leverage ratio and a minimum interest coverage ratio, as well as customary affirmative and negative covenants and events of default. The negative covenants place limits on Griffon's ability to, among other things, incur indebtedness, incur liens, and make restricted payments and investments. Both the Revolver and Term Loan B borrowings under the Credit Agreement are guaranteed by Griffon's material domestic subsidiaries and are secured, on a first priority basis, by substantially all domestic assets of the Company and the guarantors, and a pledge of not greater than 65% of the equity interest in Griffon's material, first-tier foreign subsidiaries.

(c) On September 28, 2023, the Company closed on the exercise of its lease purchase option, as permitted under the lease agreement, to acquire ownership of the manufacturing facility located in Ocala, Florida for a cash purchase price of $23,207. The Ocala lease had a maturity date in 2025 and bore interest at a fixed rate of approximately 5.6%. As a result of exercising the purchase option, the Company no longer has any future lease obligations related to this real estate. The remaining lease liability balance relates to finance equipment leases. Refer to Note 20-Leases for further details.

(d) In November 2012, Garant G.P. ("Garant"), a Griffon wholly owned subsidiary, entered into a CAD 15,000 revolving credit facility. Effective in December 2023, the facility was amended to replace the Canadian Dollar Offer Rate with the Canadian Overnight Repo Rate Average ("CORRA"). The facility accrues interest at CORRA or the Canadian Bankers Acceptance Rate plus 1.3% per annum (6.30% using CORRA and 6.35% using the Canadian Bankers Acceptance Rate as of March 31, 2024). The revolving facility matures in December 2024, but is renewable upon mutual agreement with the lender. Garant is required to maintain a certain minimum equity. At March 31, 2024, there were no outstanding borrowings under the revolving credit facility with CAD 15,000 ($11,039 as of March 31, 2024) available.

During 2023, Griffon Australia Holdings Pty Ltd and its Australian subsidiaries (collectively, "Griffon Australia") amended its AUD 15,000 receivable purchase facility to AUD 30,000. The receivable purchase facility was renewed in 2024 and now matures in March 2025, but is renewable upon mutual agreement with the lender. The receivable purchase facility accrues interest at BBSY (Bank Bill Swap Rate) plus 1.25% per annum (5.55% at March 31, 2024). At March 31, 2024, there was no balance outstanding under the receivable purchase facility with AUD 30,000 ($19,575 as of March 31, 2024) available. The receivable purchase facility is secured by substantially all of the assets of Griffon Australia and its subsidiaries. Griffon Australia is required to maintain a certain minimum equity level.

In July 2018, the AMES Companies UK Ltd and its subsidiaries (collectively, "Ames UK") entered into a GBP 14,000 term loan, GBP 4,000 mortgage loan and GBP 5,000 revolver, which matured in July 2023. Prior to maturity, on June 30, 2023, AMES UK paid off and cancelled the GBP 14,000 term loan and GBP 4,000 mortgage loan. The payoff amounts were GBP 7,525 ($9,543) and GBP 2,451 ($3,108), respectively. Upon maturity in July 2023, the GBP 5,000 revolver had no balance and was not renewed.

(e) In February 2024, Griffon repaid in full a loan with the Pennsylvania Industrial Development Authority. The balance in other long-term debt consists primarily of finance leases.

At March 31, 2024, Griffon and its subsidiaries were in compliance with the terms and covenants of all credit and loan agreements.

NOTE 10 — SHAREHOLDERS' EQUITY AND EQUITY COMPENSATION

During the six months ended March 31, 2024, the Company paid two quarterly cash dividends of $0.15 per share each. During 2023, the Board of Directors approved two quarterly cash dividends of $0.10 per share and two quarterly cash dividends of $0.125 per share, totaling $0.45. Additionally, on April 19, 2023, the Board of Directors declared a special cash dividend of $2.00 per share, paid on May 19, 2023, to shareholders of record as of the close of business on May 9, 2023. The Company currently intends to pay dividends each quarter; however, payment of dividends is determined by the Board of Directors at its discretion based on various factors, and no assurance can be provided as to the payment of future dividends. Dividends paid on shares in the ESOP were used to offset ESOP compensation expense. For all dividends, a dividend payable is established for the holders of restricted shares; such dividends will be released upon vesting of the underlying restricted shares.

On May 7, 2024, the Board of Directors declared a quarterly cash dividend of $0.15 per share, payable on June 20, 2024 to shareholders of record as of the close of business on May 29, 2024.

On January 29, 2016, shareholders approved the Griffon Corporation 2016 Equity Incentive Plan (the "Original Incentive Plan") pursuant to which, among other things, awards of performance shares, performance units, stock options, stock appreciation rights, restricted shares, restricted stock units, deferred shares and other stock-based awards may be granted. On January 31, 2018, shareholders approved Amendment No. 1 to the Original Incentive Plan pursuant to which, among other things, 1,000,000 shares were added to the Original Incentive Plan; on January 30, 2020, shareholders approved Amendment No. 2 to the Original Incentive Plan, pursuant to which 1,700,000 shares were added to the Original Incentive Plan; on February 17, 2022, shareholders approved the Amended and Restated 2016 Equity Incentive Plan (the “Amended Incentive Plan”), which amended and restated the Original Incentive Plan and pursuant to which, among other things, 1,200,000 shares were added to the Original Incentive Plan; and on March 20, 2024, shareholders approved an amendment to add 2,600,000 shares to the Amended Incentive Plan. Options granted under the Amended Incentive Plan may be either “incentive stock options” or nonqualified stock options, generally expire ten years after the date of grant and are granted at an exercise price of not less than 100% of the fair market value at the date of grant. The maximum number of shares of common stock available for award under the Amended Incentive Plan is 8,850,000 (600,000 of which may be issued as incentive stock options), plus (i) any shares that were reserved for issuance under the Original Incentive Plan as of the effective date of the Original Incentive Plan, and (ii) any shares underlying awards outstanding on such date under the 2011 Incentive Plan that were subsequently canceled or forfeited. As of March 31, 2024, there were 2,377,532 shares available for grant.

Compensation expense for restricted stock and restricted stock units is recognized ratably over the required service period based on the fair value of the grant, calculated as the number of shares or units granted multiplied by the stock price on the date of grant, and for performance shares, including performance units, the likelihood of achieving the performance criteria. The Company recognizes forfeitures as they occur. Compensation expense for restricted stock granted to four senior executives is calculated as the maximum number of shares granted, upon achieving certain performance criteria, multiplied by the stock price as valued by a Monte Carlo Simulation Model. Compensation cost related to stock-based awards with graded vesting, generally over a period of three to four years, is recognized using the straight-line attribution method and recorded within SG&A expenses.

The following table summarizes the Company’s compensation expense relating to all stock-based incentive plans:

	For the Three Months Ended March 31,		For the Six Months Ended March 31,	
	2024	2023	2024	2023
Restricted stock	$ 3,849	$ 5,296	$ 8,877	$ 10,834
ESOP	2,408	1,297	3,797	2,501
Total stock-based compensation	$ 6,257	$ 6,593	$ 12,674	$ 13,335

During the first quarter of 2024, Griffon granted 174,104 shares of restricted stock and restricted stock units ("RSUs"). This includes 166,272 shares of restricted stock and 7,832 RSUs granted to 43 executives and key employees, subject to certain performance conditions, with a vesting period of thirty-six months and a total fair value of $8,225, or a weighted average fair value of $47.24 per share.

During the second quarter of 2024, Griffon granted 403,997 shares of restricted stock and RSUs. This includes 387,222 shares of restricted stock granted to four senior executives with a vesting period of thirty-three months and a two-year post-vesting holding period, subject to the achievement of certain performance conditions relating to required levels of return on invested capital and the relative total shareholder return of Griffon's common stock as compared to a market index. So long as the minimum performance conditions are attained, the amount of shares that can vest will range from a minimum of 64,539 to a maximum of 387,222, with the target number of shares being 129,074. The total fair value of these restricted shares, assuming achievement of the performance conditions at target, is $12,181, or a weighted average fair value of $94.37 per share. This also includes 16,775 shares of restricted stock granted to non-employee directors of Griffon with a vesting period of one-year and a fair value of $1,210, or a weighted average fair value of $72.13 per share. During the six months ended March 31, 2024, 570,269 shares granted were issued out of treasury stock.

On April 19, 2023, the Company's Board of Directors approved a $200,000 increase to Griffon's share repurchase program to $257,955 from the prior unused board authorizations of $57,955. Also, on November 15, 2023, Griffon announced that the Board of Directors approved an additional increase of $200,000 to its share repurchase authorization. Under the authorized share repurchase program, the Company may, from time to time, purchase shares of its common stock in the open market, including pursuant to a 10b5-1 plan, pursuant to an accelerated share repurchase program or issuer tender offer, or in privately negotiated transactions. Share repurchases during the quarter and six months ended March 31, 2024 totaled 1,803,424 shares and 3,437,878 shares of common stock, respectively, for a total of $117,384 and $187,024, respectively, or an average of $65.09 per share and $54.40 per share, respectively. This includes the repurchase of 1,500,000 shares of common shares by the Company on February 20, 2024 pursuant to a stock purchase and cooperation agreement executed by the Company and Voss Value Master Fund, L.P., Voss Value-Oriented Special Situations Fund, L.P and four separately managed accounts of which Voss Capital, LLC is the investment manager, in a private transaction. The purchase price per share was $65.50, for an aggregate purchase price of $98,250. As of March 31, 2024, $120,158 remains under these Board authorized repurchase programs.

During the quarter and six months ended March 31, 2024, 374,700 and 595,929 shares, respectively, with a market value of $22,722, or $60.64 per share and $34,326, or $57.60 per share, respectively, were withheld to settle employee taxes due upon the vesting of restricted stock, and were added to treasury stock.

During the quarter and six months ended March 31, 2024, $715 and $1,411, respectively, were accrued for excise taxes for share repurchases and vesting of restricted stock. As of March 31, 2024, $2,712 was accrued for excise taxes for share repurchases.

NOTE 11 – EARNINGS PER SHARE (EPS)

Basic EPS was calculated by dividing income available to common shareholders by the weighted average number of shares of common stock outstanding during the period. Diluted EPS was calculated by dividing income available to common shareholders by the weighted average number of shares of common stock outstanding plus additional common shares that could be issued in connection with stock-based compensation.

The following table is a reconciliation of the share amounts (in thousands) used in computing earnings per share:

	Three Months Ended March 31,		Six Months Ended March 31,	
	2024	2023	2024	2023
Common shares outstanding	49,637	57,205	49,637	57,205
Unallocated ESOP shares	(131)	(933)	(131)	(933)
Non-vested restricted stock	(2,337)	(3,113)	(2,337)	(3,113)
Impact of weighted average shares	777	(121)	1,196	(350)
Weighted average shares outstanding - basic	47,946	53,038	48,365	52,809
Incremental shares from stock-based compensation	1,985	—	2,349	—
Weighted average shares outstanding - diluted	49,931	53,038	50,714	52,809
Anti-dilutive restricted stock excluded from diluted EPS computation	—	2,326	—	2,525

Shares of the ESOP that have been allocated to employee accounts are treated as outstanding in determining earnings per share.

NOTE 12 – BUSINESS SEGMENTS

Griffon reports its operations through two reportable segments, as follows:

- Home and Building Products ("HBP") conducts its operations through Clopay. Founded in 1964, Clopay is the largest manufacturer and marketer of garage doors and rolling steel doors in North America. Residential and commercial sectional garage doors are sold through professional dealers and leading home center retail chains throughout North America under the brands Clopay, Ideal, and Holmes. Rolling steel door and grille products designed for commercial, industrial, institutional, and retail use are sold under the Cornell and Cookson brands.

- Consumer and Professional Products (“CPP”) is a leading global provider of branded consumer and professional tools; residential, industrial and commercial fans; home storage and organization products; and products that enhance indoor and outdoor lifestyles. CPP sells products globally through a portfolio of leading brands including AMES, since 1774, Hunter, since 1886, True Temper, and ClosetMaid.

Information on Griffon’s reportable segments is as follows:

	For the Three Months Ended March 31,		For the Six Months Ended March 31,	
REVENUE	**2024**	**2023**	**2024**	**2023**
Home and Building Products	$ 392,062	$ 396,659	$ 787,853	$ 793,232
Consumer and Professional Products	280,818	314,325	528,180	567,136
Total revenue	$ 672,880	$ 710,984	$ 1,316,033	$ 1,360,368

Disaggregation of Revenue

Revenue from contracts with customers is disaggregated by end markets, segments and geographic location, as it more accurately depicts the nature and amount of the Company’s revenue. The following table presents revenue disaggregated by end market and segment:

	Three Months Ended March 31,		Six Months Ended March 31,	
	2024	**2023**	**2024**	**2023**
Residential repair and remodel	$ 188,529	$ 185,149	$ 375,070	$ 375,879
Commercial	170,740	176,243	347,733	345,757
Residential new construction	32,793	35,267	65,050	71,596
Total Home and Building Products	392,062	396,659	787,853	793,232
Residential repair and remodel	97,044	103,403	173,108	185,109
Retail	73,511	97,903	142,789	166,400
Residential new construction	13,676	11,698	27,681	24,185
Industrial	16,372	19,083	31,149	36,176
International excluding North America	80,215	82,238	153,453	155,266
Total Consumer and Professional Products	280,818	314,325	528,180	567,136
Total Consolidated Revenue	$ 672,880	$ 710,984	$ 1,316,033	$ 1,360,368

The following table presents revenue disaggregated by geography based on the location of the Company's customer:

	For the Three Months Ended March 31,					
	2024			2023		
	HBP	CPP	Total	HBP	CPP	Total
United States	$ 375,326	$ 183,142	$ 558,468	$ 378,341	$ 212,385	$ 590,726
Europe	1	18,353	18,354	—	19,070	19,070
Canada	14,413	16,363	30,776	15,406	21,570	36,976
Australia	—	57,030	57,030	—	56,585	56,585
All other countries	2,322	5,930	8,252	2,912	4,715	7,627
Consolidated revenue	$ 392,062	$ 280,818	$ 672,880	$ 396,659	$ 314,325	$ 710,984

	For the Six Months Ended March 31,					
	2024			2023		
	HBP	CPP	Total	HBP	CPP	Total
United States	$ 754,954	$ 334,314	$ 1,089,268	$ 757,641	$ 366,052	$ 1,123,693
Europe	109	23,598	23,707	16	23,766	23,782
Canada	29,181	37,391	66,572	30,761	44,686	75,447
Australia	—	121,901	121,901	—	122,802	122,802
All other countries	3,609	10,976	14,585	4,814	9,830	14,644
Consolidated revenue	$ 787,853	$ 528,180	$ 1,316,033	$ 793,232	$ 567,136	$ 1,360,368

Griffon evaluates performance and allocates resources based on segment adjusted EBITDA and adjusted EBITDA, non-GAAP measures, which is defined as income (loss) before taxes, excluding interest income and expense, depreciation and amortization, strategic review charges, non-cash impairment charges, restructuring charges, gain/loss from debt extinguishment and acquisition related expenses, as well as other items that may affect comparability, as applicable. Segment adjusted EBITDA also excludes unallocated amounts, mainly corporate overhead. Griffon believes this information is useful to investors for the same reason. The following table provides a reconciliation of segment and adjusted EBITDA to income (loss) before taxes:

	For the Three Months Ended March 31,		For the Six Months Ended March 31,	
	2024	2023	2024	2023
Segment adjusted EBITDA:				
Home and Building Products	$ 128,924	$ 131,871	$ 253,643	$ 256,016
Consumer and Professional Products	20,121	19,635	25,660	17,826
Segment adjusted EBITDA	149,045	151,506	279,303	273,842
Unallocated amounts, excluding depreciation *	(14,814)	(14,630)	(28,721)	(28,406)
Adjusted EBITDA	134,231	136,876	250,582	245,436
Net interest expense	(25,512)	(24,643)	(50,387)	(49,187)
Depreciation and amortization	(15,080)	(17,254)	(29,903)	(34,367)
Restructuring charges	(2,401)	(78,334)	(14,801)	(78,334)
Gain on sale of building	11	—	558	10,852
Strategic review - retention and other	(2,676)	(6,190)	(7,334)	(14,422)
Proxy expenses	—	(614)	—	(2,117)
Intangible asset impairment	—	(100,000)	—	(100,000)
Income (loss) before taxes	$ 88,573	$ (90,159)	$ 148,715	$ (22,139)

* Unallocated amounts typically include general corporate expenses not attributable to a reportable segment.

	For the Three Months Ended March 31,		For the Six Months Ended March 31,	
DEPRECIATION and AMORTIZATION	2024	2023	2024	2023
Segment:				
Home and Building Products	$ 3,772	$ 3,811	$ 7,405	$ 7,657
Consumer and Professional Products	11,171	13,303	22,228	26,430
Total segment depreciation and amortization	14,943	17,114	29,633	34,087
Corporate	137	140	270	280
Total consolidated depreciation and amortization	$ 15,080	$ 17,254	$ 29,903	$ 34,367

	For the Three Months Ended March 31,		For the Six Months Ended March 31,	
	2024	2023	2024	2023
CAPITAL EXPENDITURES				
Segment:				
Home and Building Products	$ 12,525	$ 3,605	$ 23,033	$ 5,673
Consumer and Professional Products	6,368	3,474	10,117	6,132
Total segment	18,893	7,079	33,150	11,805
Corporate	66	32	139	32
Total consolidated capital expenditures	$ 18,959	$ 7,111	$ 33,289	$ 11,837

ASSETS	At March 31, 2024	At September 30, 2023
Segment assets:		
Home and Building Products	$ 706,622	$ 703,661
Consumer and Professional Products[(1)]	1,579,941	1,579,588
Total segment assets	2,286,563	2,283,249
Corporate	132,083	130,339
Total assets	2,418,646	2,413,588
Discontinued operations	5,084	5,291
Consolidated total	$ 2,423,730	$ 2,418,879

(1) In connection with the expansion of CPP's global sourcing strategy, certain owned manufacturing locations which ceased operations have met the criteria to be classified as held for sale as of March 31, 2024. The net book value of these properties as of March 31, 2024 totaled $24,172.

NOTE 13 – EMPLOYEE BENEFIT PLANS

Defined benefit pension expense (income) included in Other Income (Expense), net was as follows:

	Three Months Ended March 31,		Six Months Ended March 31,	
	2024	2023	2024	2023
Interest cost	$ 1,889	$ 1,826	$ 3,777	$ 3,651
Expected return on plan assets	(2,543)	(2,554)	(5,086)	(5,107)
Amortization:				
Recognized actuarial loss	689	945	1,378	1,889
Net periodic expense	$ 35	$ 217	$ 69	$ 433

The Hunter Fan Pension Plan (the "Plan") was terminated with an effective date of April 30, 2024. This was communicated to Plan participants in February 2024. The Plan is fully funded and the Company does not anticipate making an additional funding contribution as of the benefit distribution date. The benefit distribution date will be determined once the Company receives approval from certain regulatory agencies.

NOTE 14 – RECENT ACCOUNTING PRONOUNCEMENTS

In November 2023, the Financial Accounting Standards Board ("FASB") issued ASU No. 2023-07, Segment Reporting (Topic 280), Improvements to Reportable Segment Disclosures. This standard expands disclosures regarding a public entity's reportable segments and requires additional information about a reportable segment's expenses, interim segment profit or loss, and how a public entity's chief operating decision maker uses reported segment profit or loss information in assessing segment performance and allocating resources. The standard does not change the definition of operating segments. This standard is effective for the Company beginning with our fiscal year 2025, with early adoption permitted. The Company is currently evaluating the potential changes to its reportable segment disclosures and related impact on its business and financial reporting processes and information technology systems. The Company does not expect the adoption of this standard to have an impact on its financial position, results of operations, or cash flows.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740), Improvements to Income Tax Disclosure. The standard requires significant additional disclosures focused on income taxes paid and the rate reconciliation table. Specifically, the amendments in the standard require the Company to disclose disaggregated: (1) income taxes paid by federal, state, and foreign taxes, (2) pre-tax income between domestic and foreign, and (3) income tax expense by federal, state and

foreign tax expense. The standard also requires the Company to disclose specific categories in the rate reconciliation and provide additional information for reconciling items that meet a quantitative threshold. This standard is effective for the Company beginning with our fiscal year 2026, with retrospective application permitted. The Company is currently evaluating the potential changes to its income tax disclosures and related impact on its financial reporting processes and information technology systems. The Company does not expect the adoption of this standard to have an impact on its financial position, results of operations, or cash flows.

The Company has implemented all new accounting pronouncements that are in effect and that may impact its financial statements, and does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

NOTE 15 – DISCONTINUED OPERATIONS

At March 31, 2024 and September 30, 2023, Griffon's liabilities for discontinued operations primarily relate to insurance claims, income taxes, product liability, warranty and environmental reserves, and total $7,994 and $11,798, respectively. The following amounts summarize the total assets and liabilities which have been segregated from Griffon's continuing operations, and are reported as assets and liabilities of discontinued operations in the Condensed Consolidated Balance Sheets:

	At March 31, 2024	At September 30, 2023
Assets of discontinued operations:		
Prepaid and other current assets	$ 980	$ 1,001
Other long-term assets	4,104	4,290
Total assets of discontinued operations	$ 5,084	$ 5,291
Liabilities of discontinued operations:		
Accrued liabilities, current	$ 2,753	$ 7,148
Other long-term liabilities	5,241	4,650
Total liabilities of discontinued operations	$ 7,994	$ 11,798

There was no reported revenues or costs in the six months ended March 31, 2024 and 2023 for discontinued operations.

NOTE 16 – RESTRUCTURING CHARGES

In response to changing market conditions, Griffon announced in May 2023 that CPP is expanding its global sourcing strategy to include long handled tools, material handling, and wood storage and organization product lines.

By transitioning these product lines to an asset-light structure, CPP's operations will be better positioned to serve customers with a more flexible and cost-effective sourcing model that leverages supplier relationships around the world, while improving its competitive positioning in a post-pandemic marketplace.

The global sourcing strategy expansion is expected to be complete by the end of calendar 2024. By that time, CPP expects to have reduced its facility footprint by approximately 1.2 million square feet, or approximately 15% of CPP's square footage, and its headcount by approximately 600. Manufacturing Operations have ceased at all affected sites: Camp Hill and Harrisburg, PA; Fairfield, IA; Grantsville, MD; and four wood mills. The closed locations, which have a total net book value of $24,172, have met the held for sale criteria and have been classified as such on our Balance Sheet as of March 31, 2024.

Implementation of this strategy over the duration of the project will result in charges of $120,000 to $130,000, including $50,000 to $55,000 of cash charges for employee retention and severance, operational transition, and facility and lease exit costs, and $70,000 to $75,000 of non-cash charges primarily related to asset write-downs. Capital investment in the range of $3,000 to $5,000 will also be required. These costs exclude cash proceeds from the sale of real estate and equipment, which are expected to largely offset the cash charges, and also exclude inefficiencies due to duplicative labor costs and absorption impacts during transition.

In the quarter ended March 31, 2024, CPP incurred pre-tax restructuring and related exit costs comprised of cash charges totaling $2,401. The cash charges included $482 for one-time termination benefits and other personnel-related costs and $1,919 for facility exit costs. In the six months ended March 31, 2024, CPP incurred pre-tax restructuring and related exit costs approximating $14,801, comprised of cash charges totaling $6,319 and non-cash, asset-related charges totaling $8,482. The cash charges included $2,329 for one-time termination benefits and other personnel-related costs and $3,990 for facility exit costs. Non-cash charges of $8,482 were recorded to adjust inventory to net realizable value.

In both the quarter and six months ended March 31, 2023, CPP incurred pre-tax restructuring and related exit costs approximating $78,334. During both the quarter and six months ended March 31, 2023, cash charges totaled $19,216 and non-cash, asset-related charges totaled $59,118; the cash charges included $8,050 for one-time termination benefits and other personnel-related costs and $11,166 for facility exit costs. Non-cash charges included a $22,018 impairment charge related to certain fixed assets at several manufacturing locations and $37,100 to adjust inventory to net realizable value.

A summary of the restructuring and other related charges included in Cost of goods and services and SG&A expenses in the Company's Condensed Consolidated Statements of Operations were as follows:

	For the Three Months Ended March 31,		For the Six Months Ended March 31,	
	2024	2023	2024	2023
Cost of goods and services	$ 1,334	$ 74,645	$ 12,980	$ 74,645
Selling, general and administrative expenses	1,067	3,689	1,821	3,689
Total restructuring charges	$ 2,401	$ 78,334	$ 14,801	$ 78,334

	For the Three Months Ended March 31,		For the Six Months Ended March 31,	
	2024	2023	2024	2023
Personnel related costs	$ 482	$ 8,050	$ 2,329	$ 8,050
Facilities, exit costs and other	1,919	11,166	3,990	11,166
Non-cash facility and other	—	59,118	8,482	59,118
Total	$ 2,401	$ 78,334	$ 14,801	$ 78,334

The following tables summarizes the accrued liabilities of the Company's restructuring actions for the six months ended March 31, 2024 and 2023:

	Cash Charges		Non-Cash	
	Personnel related costs	Facilities & Exit Costs	Facility and Other Costs[1]	Total
Accrued liability at September 30, 2023	$ 14,107	$ 5,551	$ —	$ 19,658
Q1 Restructuring charges	1,847	2,071	8,482	12,400
Q1 Cash payments	(7,215)	(3,362)	—	(10,577)
Q1 Non-cash charges	—	—	(8,482)	(8,482)
Accrued liability at December 31, 2023	$ 8,739	$ 4,260	$ —	$ 12,999
Q2 Restructuring charges	482	1,919	—	2,401
Q2 Cash payments	(608)	(1,919)	—	(2,527)
Accrued liability at March 31, 2024	$ 8,613	$ 4,260	$ —	$ 12,873

(1) Non-cash charges in Facility and Other Costs represent non-cash impairment charges to adjust inventory to net realizable value.

	Cash Charges		Non-Cash	
	Personnel related costs	Facilities & Exit Costs	Facility and Other Costs [2]	Total
Accrued liability at September 30, 2022	$ 386	$ 264	$ —	$ 650
Q1 Cash payments	(74)	(93)	—	(167)
Accrued liability at December 31, 2022	$ 312	$ 171	$ —	$ 483
Q2 Restructuring charges	8,050	11,166	59,118	78,334
Q2 Cash payments	(244)	(1,883)	—	(2,127)
Q2 Non-cash charges	—	—	(59,118)	(59,118)
Accrued liability at March 31, 2023	$ 8,118	$ 9,454	$ —	$ 17,572

(2) Non-cash charges in Facility and Other Costs represent the non-cash impairment charges related to certain fixed assets at several manufacturing sites and to adjust inventory to net realizable value.

NOTE 17 – OTHER INCOME (EXPENSE)

For the quarters ended March 31, 2024 and 2023, Other income (expense) of $626 and $293, respectively, includes $179 and ($164), respectively, of net currency exchange gains (losses) in connection with the translation of receivables and payables denominated in currencies other than the functional currencies of Griffon and its subsidiaries, net periodic benefit plan expense of $35 and $217, respectively, and net investment income of $29 and $74, respectively. Other income (expense) also includes royalty income of $509 and $476 for the three months ended March 31, 2024 and 2023, respectively.

For the six months ended March 31, 2024 and 2023, Other income (expense) of $1,258 and $900, respectively, includes $191 and $(98), respectively, of net currency exchange gains (losses) in connection with the translation of receivables and payables denominated in currencies other than the functional currencies of Griffon and its subsidiaries, net periodic benefit plan expense of $69 and $433, respectively, as well as $85 and $107, respectively, of net investment income (loss). Other income (expense) also includes rental income of $0 and $212 in the six months ended March 31, 2024 and 2023, as well as royalty income of $1,100 and $1,025 for the six months ended March 31, 2024 and 2023, respectively.

NOTE 18 – WARRANTY LIABILITY

HBP and CPP offer warranties against product defects for periods generally ranging from one to ten years, with limited lifetime warranties on certain door and fan models. Typical warranties require HBP and CPP to repair or replace the defective products during the warranty period at no cost to the customer. At the time revenue is recognized, Griffon records a liability for warranty costs, estimated based on historical experience, and periodically assesses its warranty obligations and adjusts the liability as necessary. CPP offers an express limited warranty for a period of ninety days on all products from the date of original purchase unless otherwise stated on the product or packaging from the date of original purchase. Warranty costs expected to be incurred in the next 12 months are classified in accrued liabilities. Warranty costs expected to be incurred beyond one year are classified in other long-term liabilities. The short-term warranty liability was $14,903 as of March 31, 2024 and $20,781 as of September 30, 2023. The long-term warranty liability was $1,239 at both March 31, 2024 and September 30, 2023.

Changes in Griffon's warranty liability in accrued liabilities for the three and six months ended March 31, 2024 and 2023 were as follows:

	Three Months Ended March 31,		**Six Months Ended March 31,**	
	2024	**2023**	**2024**	**2023**
Balance, beginning of period	$ 15,461	$ 17,699	$ 20,781	$ 16,786
Warranties issued and changes in estimated pre-existing warranties	9,104	6,413	10,044	11,080
Actual warranty costs incurred	(9,662)	(4,011)	(15,922)	(7,765)
Balance, end of period	$ 14,903	$ 20,101	$ 14,903	$ 20,101

NOTE 19 – OTHER COMPREHENSIVE INCOME (LOSS)

The amounts recognized in other comprehensive income (loss) were as follows:

	For the Three Months Ended March 31,					
	2024			2023		
	Pre-tax	Tax	Net of tax	Pre-tax	Tax	Net of tax
Foreign currency translation adjustments	$ (7,199)	$ —	$ (7,199)	$ 334	$ —	$ 334
Pension and other defined benefit plans	672	(141)	531	941	(195)	746
Cash flow hedges	2,531	(759)	1,772	2,190	(657)	1,533
Total other comprehensive income (loss)	$ (3,996)	$ (900)	$ (4,896)	$ 3,465	$ (852)	$ 2,613

	For the Six Months Ended March 31,					
	2024			2023		
	Pre-tax	Tax	Net of tax	Pre-tax	Tax	Net of tax
Foreign currency translation adjustments	$ 3,039	$ —	$ 3,039	$ 12,271	$ —	$ 12,271
Pension and other defined benefit plans	1,345	(282)	1,063	2,029	(421)	1,608
Cash flow hedges	2,110	(633)	1,477	1,361	(408)	953
Total other comprehensive income (loss)	$ 6,494	$ (915)	$ 5,579	$ 15,661	$ (829)	$ 14,832

The components of Accumulated other comprehensive income (loss) are as follows:

	At March 31, 2024	At September 30, 2023
Foreign currency translation adjustments	$ (45,684)	$ (48,723)
Pension and other defined benefit plans	(19,602)	(20,665)
Cash flow hedges	855	(622)
Total	$ (64,431)	$ (70,010)

Amounts reclassified from accumulated other comprehensive income (loss) to income were as follows:

	For the Three Months Ended March 31,		For the Six Months Ended March 31,	
Gain (Loss)	2024	2023	2024	2023
Pension amortization	$ (689)	$ (945)	$ (1,378)	$ (1,889)
Cash flow hedges	(780)	9	(891)	1,013
Total gain (loss) before tax	$ (1,469)	$ (936)	$ (2,269)	$ (876)
Tax expense	308	197	476	184
Net of tax	$ (1,161)	$ (739)	$ (1,793)	$ (692)

NOTE 20 — LEASES

The Company recognizes right-of-use ("ROU") assets and lease liabilities on the balance sheet, with the exception of leases with a term of twelve months or less. The Company determines if an arrangement is a lease at inception. The ROU assets and short and long-term liabilities associated with our Operating leases are shown as separate line items on our Condensed Consolidated Balance Sheets. Finance leases are included in property, plant, and equipment, net, other accrued liabilities, and other non-current liabilities. The Company's finance leases are immaterial. ROU assets, along with any other related long-lived assets, are periodically evaluated for impairment.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. Lease payments primarily include rent and insurance costs (lease components). The Company's leases also include non-lease components such as real estate taxes and common-area maintenance costs. The Company elected the practical expedient to account for lease and non-lease components as a single component. In certain of the Company's leases, the non-lease components are variable and in accordance with the standard are therefore excluded from lease payments to determine the ROU asset. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. We use the implicit rate when readily determinable. Our determination of the lease term may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

For operating leases, fixed lease payments are recognized as operating lease cost on a straight-line basis over the lease term. For finance leases and impaired operating leases, the ROU asset is depreciated on a straight-line basis over the remaining lease term, along with recognition of interest expense associated with accretion of the lease liability. For leases with a lease term of 12 months or less (a "Short-term" lease), any fixed lease payments are recognized on a straight-line basis over such term, and are not recognized on the Condensed Consolidated Balance Sheets. Variable lease cost for both operating and finance leases, if any, is recognized as incurred. Components of operating lease costs are as follows:

	For the Three Months Ended March 31,		For the Six Months Ended March 31,	
	2024	2023	2024	2023
Fixed	$ 11,863	$ 11,373	$ 23,437	$ 22,667
Variable [(a), (b)]	2,436	3,246	4,910	6,018
Short-term [(b)]	1,081	1,844	2,662	4,048
Total	$ 15,380	$ 16,463	$ 31,009	$ 32,733

(a) Primarily relates to common-area maintenance and property taxes.

(b) Not recorded on the balance sheet.

Supplemental cash flow information were as follows:

	For the Six Months Ended March 31,	
	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 22,707	$ 19,701
Financing cash flows from finance leases	196	1,309
Total	$ 22,903	$ 21,010

Supplemental Condensed Consolidated Balance Sheet information related to leases were as follows:

	March 31, 2024	September 30, 2023
Operating Leases:		
Right of use assets:		
Operating right-of-use assets	$ 168,252	$ 169,942
Lease Liabilities:		
Current portion of operating lease liabilities	$ 33,433	$ 32,632
Long-term operating lease liabilities	145,295	147,224
Total operating lease liabilities	$ 178,728	$ 179,856
Finance Leases:		
Property, plant and equipment, net[1]	$ 768	$ 994
Lease Liabilities:		
Notes payable and current portion of long-term debt	$ 152	$ 280
Long-term debt, net	127	184
Total financing lease liabilities	$ 279	$ 464

(1) Finance lease assets are recorded net of accumulated depreciation of $1,547 and $6,769 as of March 31, 2024 and September 30, 2023, respectively.

On September 28, 2023, the Company closed on the exercise of its lease purchase option, as permitted under the lease agreement, to acquire ownership of the manufacturing facility located in Ocala, Florida for a cash purchase price of $23,207. The Ocala lease had a maturity date in 2025 and bore interest at a fixed rate of approximately 5.6%. As a result of exercising the purchase option, the Company no longer has any future lease obligations related to this real estate. The remaining lease liability balance relates to finance equipment leases.

The aggregate future maturities of lease payments for operating leases and finance leases as of March 31, 2024 are as follows (in thousands):

	Operating Leases	Finance Leases
2024(a)	$ 22,572	$ 97
2025	39,545	125
2026	30,430	67
2027	25,660	6
2028	20,686	—
2029	16,284	—
Thereafter	69,084	—
Total lease payments	$ 224,261	$ 295
Less: Imputed Interest	(45,533)	(16)
Present value of lease liabilities	$ 178,728	$ 279

(a) Excluding the six months ended March 31, 2024.

Average lease terms and discount rates at March 31, 2024 were as follows:

Weighted-average remaining lease term (years):	
Operating leases	7.5
Finance Leases	3.3
Weighted-average discount rate:	
Operating Leases	6.12 %
Finance Leases	6.07 %

NOTE 21 — COMMITMENTS AND CONTINGENCIES

Legal and environmental

Peekskill Site. Lightron Corporation (“Lightron”), a wholly-owned subsidiary of Griffon, once conducted lamp manufacturing and metal finishing operations at a location in the Town of Cortlandt, New York, just outside the city of Peekskill, New York (the “Peekskill Site”). ISC Properties, Inc. (“ISCP”), a wholly-owned subsidiary of Griffon, owned the Peekskill Site for approximately three years. ISCP sold the Peekskill Site in November 1982.

Based upon studies conducted by ISCP and the New York Department of Environmental Conservation, soils and groundwater beneath the Peekskill Site contain chlorinated solvents and metals. Stream sediments downgradient from the Peekskill Site also contain metals. On May 15, 2019 the United States Environmental Protection Agency ("EPA") added the Peekskill Site to the National Priorities List under CERCLA and has since reached agreement with Lightron and ISCP pursuant to which Lightron and ISCP will perform a Remedial Investigation/Feasibility Study (“RI/FS”). Performance of the RI/FS is expected to be completed in calendar 2025.

Lightron has not engaged in any operations for over three decades. ISCP functioned solely as a real estate holding company and has not held any real property for over three decades. Griffon does not acknowledge any responsibility to perform any investigation or remediation at the Peekskill Site. Lightron and ISCP are being defended by an insurance company, subject to a reservation of rights, and this insurer is paying the costs of the RI/FS.

Memphis, TN site. Hunter Fan Company (“Hunter”) operated headquarters and a production plant in Memphis, TN for over 50 years (the “Memphis Site”). While Hunter completed certain on-site remediation of PCB-contaminated soils, Hunter did not investigate the extent to which PCBs existed beneath the building itself nor determine whether off-site areas had been impacted. Hunter vacated the site approximately twenty years ago, and the on-site buildings have now been demolished.

The State of Tennessee Department of Environment and Conservation (“TDEC”) identified the Memphis site as being potentially contaminated, raising the possibility that site operations could have resulted in soil and groundwater contamination involving volatile organic compounds and metals. In 2021, the TDEC performed a preliminary assessment of the site and recommended to the EPA that it include the site on the National Priorities List established under CERCLA. The TDEC further recommended that the EPA fund an investigation of potential soil gas contamination in receptors near the site. The TDEC has also indicated that it will proceed with this investigation if the EPA does not act.

It is unknown whether the EPA will add the Memphis Site to the National Priorities List, whether a site investigation will reveal contamination and, if there is contamination, the extent of any such contamination. However, given that certain PCB work was not completed in the past and the TDEC’s stated intent for the EPA to perform an investigation (and the statement by the TDEC that it will perform the investigation if the EPA will not), liability is probable in this matter. There are other potentially responsible parties for this site, including a former owner of Hunter; Hunter has notified such former owner of this matter, which may have certain liability for any required remediation.

If the EPA decides to add this site to the National Priorities List, a Remedial Investigation/Feasibility Study ("RI/FS") will be required. Hunter expects that the EPA will ask it to perform this work. If Hunter does not reach an agreement with the EPA to perform this work, the EPA will implement the RI/FS on its own. Should the EPA implement the RI/FS or perform further studies and/or subsequently remediate the site without first reaching an agreement with one or more relevant parties, the EPA would likely seek reimbursement from such parties, including Hunter, for the costs incurred.

General legal

Griffon is subject to various laws and regulations relating to the protection of the environment and is a party to legal proceedings arising in the ordinary course of business. Management believes, based on facts presently known to it, that the resolution of the matters above and such other matters will not have a material adverse effect on Griffon's consolidated financial position, results of operations or cash flows.

(Unless otherwise indicated, US dollars and non-US currencies are in thousands, except per share data)

Item 2 - Management's Discussion and Analysis of Financial Condition and Results of Operations

BUSINESS

Overview

Griffon Corporation (the "Company", "Griffon", "we" or "us") is a diversified management and holding company that conducts business through wholly-owned subsidiaries. The Company was founded in 1959, is a Delaware corporation headquartered in New York, N.Y. and is listed on the New York Stock Exchange (NYSE:GFF).

Business Strategy

We own and operate, and seek to acquire, businesses in multiple industries and geographic markets. Our objective is to maintain leading positions in the markets we serve by providing innovative, branded products with superior quality and industry-leading service. We place emphasis on our iconic and well-respected brands, which helps to differentiate us and our offerings from our competitors and strengthens our relationship with our customers and those who ultimately use our products.

Through operating a diverse portfolio of businesses, we expect to reduce variability caused by external factors such as market cyclicality, seasonality, and weather. We achieve diversity by providing various product offerings and brands through multiple sales and distribution channels and conducting business across multiple countries which we consider our home markets.

Griffon oversees the operations of its subsidiaries, allocates resources among them and manages their capital structures. Griffon provides direction and assistance to its subsidiaries in connection with acquisition and growth opportunities as well as in connection with divestitures. As long-term investors, having substantial experience in a variety of industries, our intent is to continue the growth and strengthening of our existing businesses, and to diversify further through investments in our businesses and through acquisitions.

Since 2017, we have undertaken a series of transformative transactions. We divested our specialty plastics business in 2018 and our defense electronics (Telephonics) business in 2022 to focus on our core markets and improve our free cash flow conversion. In our Home and Building Products ("HBP") segment, we acquired CornellCookson, Inc. ("CornellCookson") in 2018, which has been integrated into Clopay Corporation ("Clopay"), creating a leading North American manufacturer and marketer of residential garage doors and sectional commercial doors, and rolling steel doors and grille products, under brands that include Clopay, Ideal, Cornell and Cookson. In our Consumer and Professional Products ("CPP") segment, we expanded the scope of our brands through the acquisition of Hunter Fan Company ("Hunter") in January 2022 and ClosetMaid, LLC ("ClosetMaid") in 2018. We established an integrated headquarters for CPP in Orlando, Florida for our portfolio of leading brands that includes AMES, Hunter, True Temper and ClosetMaid.

CPP Global Sourcing Strategy Expansion and Restructuring Charges

In response to changing market conditions, Griffon announced in May 2023 that CPP is expanding its global sourcing strategy to include long handled tools, material handling, and wood storage and organization product lines.

By transitioning these product lines to an asset-light structure, CPP's operations will be better positioned to serve customers with a more flexible and cost-effective sourcing model that leverages supplier relationships around the world, while improving its competitive positioning in a post-pandemic marketplace. These actions will be essential to CPP achieving 15% EBITDA margins, while enhancing free cash flow through improved working capital and significantly lower capital expenditures.

The global sourcing strategy expansion is expected to be complete by the end of calendar 2024. By that time, CPP expects to reduce its facility footprint by approximately 1.2 million square feet, or approximately 15% of CPP's square footage, and its headcount by approximately 600. Manufacturing operations have ceased at all affected sites: Camp Hill and Harrisburg, PA; Fairfield, IA; Grantsville, MD and four wood mills.

Implementation of this strategy over the duration of the project will result in charges of $120,000 to $130,000, including $50,000 to $55,000 of cash charges for employee retention and severance, operational transition, and facility and lease exit costs, and $70,000 to $75,000 of non-cash charges primarily related to asset write-downs. Capital investment in the range of $3,000 to $5,000 will also be required. These costs exclude cash proceeds from the sale of real estate and equipment, which are

expected to largely offset the cash charges, and also exclude inefficiencies due to duplicative labor costs and absorption impacts during transition.

Further Information

Griffon posts and makes available, free of charge through its website at *www.griffon.com*, its annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) of the Securities Exchange Act of 1934, as well as press releases, as soon as reasonably practicable after such materials are published or filed with or furnished to the Securities and Exchange Commission (the "SEC"). The information found on Griffon's website is not part of this or any other report it files with or furnishes to the SEC.

For information regarding revenue, profit and total assets of each segment, see the Business Segments footnote in the Notes to Consolidated Financial Statements.

Reportable Segments:

Griffon conducts its operations through two reportable segments:

- Home and Building Products ("HBP") conducts its operations through Clopay. Founded in 1964, Clopay is the largest manufacturer and marketer of garage doors and rolling steel doors in North America. Residential and commercial sectional garage doors are sold through professional dealers and leading home center retail chains throughout North America under the brands Clopay, Ideal, and Holmes. Rolling steel door and grille products designed for commercial, industrial, institutional, and retail use are sold under the Cornell and Cookson brands.

- Consumer and Professional Products ("CPP") is a leading global provider of branded consumer and professional tools; residential, industrial and commercial fans; home storage and organization products; and products that enhance indoor and outdoor lifestyles. CPP sells products globally through a portfolio of leading brands including AMES, since 1774, Hunter, since 1886, True Temper, and ClosetMaid.

OVERVIEW

Revenue for the quarter ended March 31, 2024 was $672,880 compared to $710,984 in the prior year quarter, a decrease of 5%, driven by decreased revenue of 1% and 11% at HBP and CPP, respectively. Net income was $64,143 or $1.28 per share, compared to a net loss of $62,255, or $1.17 per share, in the prior year quarter.

The current year quarter results from operations included the following:

– Restructuring charges of $2,401 ($1,769, net of tax, or $0.04 per share);
– Gain on sale of building of $11 ($9, net of tax, or $0.00 per share);
– Strategic review - retention and other of $2,676 ($1,997, net of tax, or $0.04 per share); and
– Discrete and certain other tax benefits, net, of $390 or $0.01 per share.

The prior year quarter results from operations included the following:

– Restructuring charges of $78,334 ($58,529, net of tax, or $1.06 per share);
– Strategic review - retention and other of $6,190 ($4,658, net of tax, or $0.08 per share);
– Intangible asset impairment charges of $100,000 ($74,256, net of tax, or $1.34 per share);
– Proxy expenses of $614 ($471, net of tax, or $0.01 per share); and
– Discrete and certain other tax benefits, net, of $8,723 or $0.16 per share.

Excluding these items from the respective quarterly results, net income would have been $67,510, or $1.35 per share in the current year quarter ended March 31, 2024 compared to $66,936, or $1.21 per share, in the prior year quarter.

Revenue for the six months ended March 31, 2024 was $1,316,033 compared to $1,360,368 in the prior year period, a decrease of 3% driven by decreased revenue of 1% and 7% at HBP and CPP, respectively. Net income was $106,320 or $2.10 per share, compared to a net loss of $13,553, or $0.26 per share, in the prior year period.

The current year-to-date results from operations included the following:

– Restructuring charges of $14,801 ($10,982, net of tax, or $0.22 per share);
– Strategic review - retention and other of $7,334 ($5,497, net of tax, or $0.11 per share);
– Gain on sale of building of $558 ($415, net of tax, or $0.01 per share); and
– Discrete and certain other tax provisions, net, of $393 or $0.01 per share.

The prior year-to-date results from operations included the following:

– Restructuring charges of $78,334 ($58,529, net of tax, or $1.06 per share);
– Gain on the sale of building $10,852 ($8,323, net of tax, or $0.15 per share);
– Intangible asset impairment charges of $100,000 ($74,256, net of tax, or $1.34 per share);
– Proxy expenses of $2,117 ($1,624, net of tax, or $0.03 per share);
– Strategic review - retention and other of $14,422 ($10,880, net of tax, or $0.20 per share); and
– Discrete and certain other tax benefits, net, of $9,056 or $0.16 per share.

Excluding these items from the respective periods, net income would have been $122,777, or $2.42 per share in the current year period ended March 31, 2024 compared to $114,357, or $2.07 per share, in the prior year period.

Griffon evaluates performance based on adjusted net income (loss) and the related adjusted earnings (loss) per share, which excludes restructuring charges, non-cash impairment charges, loss from debt extinguishment, acquisition related expenses and discrete and certain other tax items, as well as other items that may affect comparability, as applicable, non-GAAP measures. Griffon believes this information is useful to investors for the same reason. The following table provides a reconciliation of net income (loss) from operations to adjusted net income and earnings (loss) per share to adjusted earnings per share:

	For the Three Months Ended March 31,		For the Six Months Ended March 31,	
	2024	2023	2024	2023
	(Unaudited)			
Net income (loss)	$ 64,143	$ (62,255)	$ 106,320	$ (13,553)
Adjusting items:				
Restructuring charges[1]	2,401	78,334	14,801	78,334
Intangible asset impairment	—	100,000	—	100,000
Gain on sale of building	(11)	—	(558)	(10,852)
Strategic review - retention and other	2,676	6,190	7,334	14,422
Proxy expenses	—	614	—	2,117
Tax impact of above items[2]	(1,309)	(47,224)	(5,513)	(47,055)
Discrete and certain other tax provisions (benefits), net[3]	(390)	(8,723)	393	(9,056)
Adjusted net income	$ 67,510	$ 66,936	$ 122,777	$ 114,357
Earnings (loss) per common share	$ 1.28	$ (1.17)	$ 2.10	$ (0.26)
Adjusting items, net of tax:				
Anti-dilutive share impact[4]	—	0.05	—	0.02
Restructuring charges[1]	0.04	1.06	0.22	1.06
Intangible asset impairment	—	1.34	—	1.34
Gain on sale of building	—	—	(0.01)	(0.15)
Strategic review - retention and other	0.04	0.08	0.11	0.20
Proxy expenses	—	0.01	—	0.03
Discrete and certain other tax provisions (benefits), net[3]	(0.01)	(0.16)	0.01	(0.16)
Adjusted earnings per common share	$ 1.35	$ 1.21	$ 2.42	$ 2.07
Weighted-average shares outstanding (in thousands)	47,946	53,038	48,365	52,809
Diluted weighted-average shares outstanding (in thousands)	49,931	55,364	50,714	55,334

Note: Due to rounding, the sum of earnings per common share and adjusting items, net of tax, may not equal adjusted earnings per common share.

(1) For the three months ended March 31, 2024 and 2023, restructuring charges relate to the CPP global sourcing expansion, of which $1,334 and $74,645, respectively, is included in Cost of goods and services and $1,067 and $3,689, respectively, is included in SG&A. For the six months ended March 31, 2024 and 2023, restructuring charges relate to the CPP global sourcing expansion, of which $12,980 and $74,645, respectively, are included in Cost of goods and services and $1,821 and $3,689, respectively, are included in SG&A.

(2) The tax impact for the above reconciling adjustments from GAAP to non-GAAP Net income and EPS is determined by comparing the Company's tax provision, including the reconciling adjustments, to the tax provision excluding such adjustments.

(3) Discrete and certain other tax provisions (benefits) primarily relate to the impact of a rate differential between the statutory and annual effective tax rates on items impacting the quarter.

(4) In the three and six months ended March 31, 2023, Earnings (loss) per common share is calculated using basic shares on the face of the income statement. The anti-dilutive share impact represents the impact of converting from basic shares to diluted shares used in calculating Earnings (loss) per common share.

Table of Contents

RESULTS OF OPERATIONS

Three and Six Months ended March 31, 2024 and 2023

Griffon evaluates performance and allocates resources based on each segment adjusted EBITDA, a non-GAAP measure, which is defined as income (loss) before taxes, excluding interest income and expense, depreciation and amortization, unallocated amounts (mainly corporate overhead), strategic review charges, non-cash impairment charges, restructuring charges, and acquisition related expenses, as well as other items that may affect comparability, as applicable. Griffon believes this information is useful to investors for the same reason. See table provided in Note 12 - Business Segments for a reconciliation of adjusted EBITDA to income (loss) before taxes.

Home and Building Products

	For the Three Months Ended March 31,				For the Six Months Ended March 31,			
	2024		2023		2024		2023	
Residential	$ 221,322		$ 220,416		$ 440,120		$ 447,475	
Commercial	170,740		176,243		347,733		345,757	
Total Revenue	$ 392,062		$ 396,659		$ 787,853		$ 793,232	
Adjusted EBITDA	$ 128,924	32.9 %	$ 131,871	33.2 %	$ 253,643	32.2 %	$ 256,016	32.3 %
Depreciation and amortization	$ 3,772		$ 3,811		$ 7,405		$ 7,657	

For the quarter ended March 31, 2024, HBP revenue decreased $4,597 or 1% from the prior year quarter due to unfavorable product mix of 2%, partially offset by a 1% increase in volume. Increased residential volume in the quarter was partially offset by decreased commercial volume.

For the quarter ended March 31, 2024, adjusted EBITDA of $128,924 decreased $2,947 or 2%, compared to $131,871 in the prior year quarter. The unfavorable variance to the prior year resulted from the decreased revenue noted above, and increased labor and distribution costs, partially offset by reduced material costs.

For the six months ended March 31, 2024, revenue decreased $5,379 or 1%, compared to the prior year period, driven by decreased volume of 3% reflecting decreased commercial volume, partially offset by increased residential volume and favorable product mix of 2%.
For the six months ended March 31, 2024, adjusted EBITDA of $253,643 decreased $2,373, or 1%, compared to $256,016 in the prior year period. The unfavorable variance resulted from the decreased revenue noted above, and increased labor and distribution costs, partially offset by reduced material costs.

For the quarter ended March 31, 2024, segment depreciation and amortization remained consistent with the prior year quarter. For the six months ended March 31, 2024, segment depreciation and amortization decreased $252 compared to the prior year period due to fully depreciated assets.

Consumer and Professional Products

	For the Three Months Ended March 31,				For the Six Months Ended March 31,			
	2024		2023		2024		2023	
United States	$ 183,142		$ 212,385		$ 334,314		$ 366,052	
Europe	18,353		19,070		23,598		23,766	
Canada	16,363		21,570		37,391		44,686	
Australia	57,030		56,585		121,901		122,802	
All other countries	5,930		4,715		10,976		9,830	
Total Revenue	$ 280,818		$ 314,325		$ 528,180		$ 567,136	
Adjusted EBITDA	$ 20,121	7.2 %	$ 19,635	6.2 %	25,660	4.9 %	17,826	3.1 %
Depreciation and amortization	$ 11,171		$ 13,303		$ 22,228		$ 26,430	

For the quarter ended March 31, 2024, revenue decreased $33,507, or 11%, compared to the prior year quarter primarily due to decreased volume driven by reduced consumer demand in North America and the U.K., partially offset by increased volume in Australia.

For the quarter ended March 31, 2024, adjusted EBITDA of $20,121 increased $486 or 2% compared to $19,635 in the prior year quarter. The variance to the prior year was primarily due to improved North American production costs and decreased discretionary spending, partially offset by the unfavorable impact of the reduced volume noted above.

For the six months ended March 31, 2024, revenue decreased $38,956, or 7%, compared to the prior year period primarily due to decreased volume driven by reduced consumer demand in North America and the U.K., partially offset by increased volume in Australia and elevated customer inventory levels.

For the six months ended March 31, 2024, adjusted EBITDA of $25,660 increased $7,834 or 44% compared to $17,826 in the prior year period. The variance to the prior year was primarily due to improved margins in Australia and reduced North American production costs, as well as decreased discretionary spending, partially offset by the unfavorable impact of the reduced volume noted above.

For the quarter and six months ended March 31, 2024, segment depreciation and amortization decreased $2,132 and $4,202, respectively, compared to the prior year period, primarily related to fully depreciated assets and the write-down of certain fixed assets at several manufacturing facilities in connection with restructuring activities.

CPP Global Sourcing Strategy Expansion and Restructuring Charges

In response to changing market conditions, Griffon announced in May 2023 that CPP is expanding its global sourcing strategy to include long handled tools, material handling, and wood storage and organization product lines.

By transitioning these product lines to an asset-light structure, CPP’s operations will be better positioned to serve customers with a more flexible and cost-effective sourcing model that leverages supplier relationships around the world, while improving its competitive positioning in a post-pandemic marketplace. These actions will be essential to CPP achieving 15% EBITDA margins, while enhancing free cash flow through improved working capital and significantly lower capital expenditures.

The global sourcing strategy expansion is expected to be complete by the end of calendar 2024. By that time, CPP expects to have reduced its U.S. facility footprint by approximately 1.2 million square feet, or 15% of CPP's square footage, and its headcount by approximately 600. Manufacturing operations have ceased at all affected sites: Camp Hill and Harrisburg, PA; Fairfield, IA; Grantsville, MD; and four wood mills.

Implementation of this strategy over the duration of the project will result in charges of $120,000 to $130,000, including $50,000 to $55,000 of cash charges for employee retention and severance, operational transition, and facility and lease exit costs, and $70,000 to $75,000 of non-cash charges primarily related to asset write-downs. Capital investment in the range of $3,000 to $5,000 will also be required. These costs exclude cash proceeds from the sale of real estate and equipment, which are expected to largely offset the cash charges, and also exclude inefficiencies due to duplicative labor costs and absorption impacts during transition.

In the six months ended March 31, 2024, CPP incurred pre-tax restructuring charges of $14,801 consisting of cash charges of $6,319 and non-cash, asset related charges of $8,482 to adjust inventory to net realizable value. The cash charges included $2,329 for one-time termination benefits and other personnel-related costs and $3,990 for facility exit and other related costs. Since inception, cash charges totaled $39,855 and non-cash, asset-related charges totaled $67,414; the cash charges included $19,101 for one-time termination benefits and other personnel-related costs and $20,754 for facility exit and other related costs. Non-cash charges included a $22,018 impairment charge related to certain fixed assets at several manufacturing locations and $45,396 to adjust inventory to net realizable value.

	Cash Charges		Non-Cash Charges		
	Personnel related costs	Facilities, exit costs and other	Facilities, inventory and other	Total	Capital Investments
Anticipated Charges[1]	$ 19,500	$ 35,500	$ 75,000	$ 130,000	$ 5,000
Total 2023 restructuring charges	(16,772)	(16,764)	(58,932)	(92,468)	—
Q1 FY2024 Activity	(1,847)	(2,071)	(8,482)	(12,400)	—
Q2 FY2024 Activity	(482)	(1,919)	—	(2,401)	$ —
Total 2024 restructuring charges	(2,329)	(3,990)	(8,482)	(14,801)	—
Total cumulative charges	(19,101)	(20,754)	(67,414)	(107,269)	—
Estimate to Complete	$ 399	$ 14,746	$ 7,586	$ 22,731	$ 5,000
Facility and equipment sales to date (gain / cash proceeds)	$ —	$ —	$ 1,065	$ 1,065	$ 1,192

(1)The above table represents the upper range of anticipated charges during the duration of the project.

Unallocated

For the quarter ended March 31, 2024, unallocated amounts, excluding depreciation, consisted primarily of corporate overhead costs totaling $14,814 compared to $14,630 in the prior year quarter; for the six months ended March 31, 2024, unallocated amounts totaled $28,721 compared to $28,406 in the prior year period. The increase in both the current quarter and six month periods, compared to their respective comparable prior year periods, primarily relates to increases in Employee Stock Ownership Plan (ESOP) expenses driven by the increase in Griffon's share price, partially offset by a decrease in other compensation related expenses.

Strategic review

During the three months ended March 31, 2024 and 2023, we incurred strategic review expenses of $2,676 ($1,997, net of tax) and $6,190 ($4,658, net of tax), respectively, and during the six months ended March 31, 2024 and 2023, we incurred strategic review expenses of $7,334 ($5,497, net of tax) and $14,422 ($10,880, net of tax), respectively, primarily for retention payments and other associated costs related to the strategic review process that concluded in April 2023.

Proxy expenses

During the three and six months ended March 31, 2024, we did not incur any non-recurring proxy expenses. During the three and six months ended March 31, 2023, non-recurring proxy expenses of $614 ($471, net of tax) and $2,117 ($1,624, net of tax), respectively, were recorded in SG&A, and related to a settlement entered into with a shareholder that had submitted a slate of director nominees.

Segment Depreciation and Amortization

For the three months ended March 31, 2024, segment depreciation and amortization of $14,943 decreased $2,171 compared to $17,114 in the prior year quarter, and for the six months ended March 31, 2024, segment depreciation and amortization of $29,633 decreased $4,454 compared to $34,087 in the prior year period. The decrease in both the three and six months ended March 31, 2024, primarily relates to fully depreciated assets and the write-down of certain fixed assets at several manufacturing facilities in connection with CPP's restructuring activities.

Other Income (Expense)

For the quarters ended March 31, 2024 and 2023, Other income (expense) of $626 and $293, respectively, includes $179 and ($164), respectively, of net currency exchange gains (losses) in connection with the translation of receivables and payables denominated in currencies other than the functional currencies of Griffon and its subsidiaries, net periodic benefit plan expense of $35 and $217, respectively, and net investment income of $29 and $74, respectively. Other income (expense) also includes royalty income of $509 and $476 for the three months ended March 31, 2024 and 2023, respectively.

For the six months ended March 31, 2024 and 2023, Other income (expense) of $1,258 and $900, respectively, includes $191 and $(98), respectively, of net currency exchange gains (losses) in connection with the translation of receivables and payables denominated in currencies other than the functional currencies of Griffon and its subsidiaries, net periodic benefit plan expense of $69 and $433, respectively, as well as $85 and $107, respectively, of net investment income (loss). Other income (expense) also includes rental income of $0 and $212 in the six months ended March 31, 2024 and 2023, as well as royalty income of $1,100 and $1,025 for the six months ended March 31, 2024 and 2023, respectively.

Provision for income taxes

During the quarter ended March 31, 2024, the Company recognized a tax provision of $24,430 on income before taxes of $88,573, compared to a tax benefit of $27,904 on a loss before taxes of $90,159 in the prior year quarter. The current year quarter results included strategic review costs - retention and other of $2,676 ($1,997, net of tax), restructuring charges of $2,401 ($1,769, net of tax), gain on sale of building of $11 ($9, net of tax); and discrete and certain other tax benefits, net, that affect comparability of $390. The prior year quarter results included strategic review - retention and other of $6,190 ($4,658, net of tax); restructuring charges of $78,334 ($58,529, net of tax); intangible asset impairment charges of $100,000 ($74,256, net of tax); proxy expenses of $614 ($471, net of tax); and discrete and certain other tax benefits, net, that affect comparability of $8,723. Excluding these items, the effective tax rates for the quarters ended March 31, 2024 and 2023 were 27.9% and 29.5%, respectively.

During the six months ended March 31, 2024, the Company recognized a tax provision of $42,395 on income before taxes of $148,715, compared to a tax benefit of $8,586 on a loss before taxes of $22,139 in the comparable prior year period. The six month period ended March 31, 2024 included restructuring charges of $14,801 ($10,982, net of tax); strategic review - retention and other of $7,334 ($5,497, net of tax); gain on sale of building of $558 ($415, net of tax); and discrete and certain other tax provisions, net, that affect comparability of $393. The six month period ended March 31, 2023 included restructuring charges of $78,334 ($58,529, net of tax); Strategic review - retention and other of $14,422 ($10,880, net of tax); gain on the sale of building $10,852 ($8,323, net of tax); intangible asset impairment charges of $100,000 ($74,256, net of tax); proxy expenses of $2,117 ($1,624, net of tax); and discrete tax and certain other tax benefits, net, that affect comparability of $9,056. Excluding these items, the effective tax rates for the six months ended March 31, 2024 and 2023 were 27.9% and 29.4%, respectively.

Stock-based compensation

For the quarters ended March 31, 2024 and 2023, stock based compensation expense, which includes expense for both restricted stock grants and the ESOP, totaled $6,257 and $6,593, respectively. For the six months ended March 31, 2024 and 2023, stock based compensation expense totaled $12,674 and $13,335, respectively.

Comprehensive income (loss)

For the quarter ended March 31, 2024, total other comprehensive loss, net of taxes, of $4,896 included a loss of $7,199 from foreign currency translation adjustments primarily due to the weakening of the Euro, British Pound and Australian and Canadian Dollars, all in comparison to the U.S. Dollar; partially offset by a $531 benefit from pension amortization and a $1,772 gain on cash flow hedges.

For the quarter ended March 31, 2023, total other comprehensive income, net of taxes, of $2,613 included a gain of $334 from foreign currency translation adjustments primarily due to the strengthening of the Euro and British Pound, partially offset by the weakening of Australian Dollars, all in comparison to the U.S. Dollar; a $746 benefit from pension amortization; and a $1,533 gain on cash flow hedges.

For the six months ended March 31, 2024, total other comprehensive income, net of taxes, of $5,579 included a gain of $3,039 from foreign currency translation adjustments primarily due to the strengthening of the Euro, British Pound and Australian Dollars partially offset by the weakening of Canadian Dollars, all in comparison to the US Dollar; a $1,063 benefit from pension amortization ; and a $1,477 gain on cash flow hedges.

For the six months ended March 31, 2023, total other comprehensive income, net of taxes, of $14,832 included a gain of $12,271 from foreign currency translation adjustments primarily due to the strengthening of the Euro, Canadian and Australian Dollars and British Pound, all in comparison to the US Dollar; a $1,608 benefit from pension amortization of actuarial losses; and a $953 gain on cash flow hedges.

DISCONTINUED OPERATIONS

At March 31, 2024 and September 30, 2023, Griffon’s liabilities for discontinued operations primarily relate to insurance claims, income taxes, product liability, warranty and environmental reserves totaling $7,994 and $11,798, respectively. Griffon's assets for discontinued operations primarily relate to insurance claims. There was no reported revenues or costs in the three and six months ended March 31, 2024 and 2023 for discontinued operations.

LIQUIDITY AND CAPITAL RESOURCES

Liquidity

Management assesses Griffon’s liquidity in terms of its ability to generate cash to fund its operating, investing and financing activities. Significant factors affecting liquidity include cash flows from operating activities, capital expenditures, acquisitions, dispositions, bank lines of credit and the ability to attract long-term capital under satisfactory terms. Griffon believes it has sufficient liquidity available to invest in existing businesses and strategic acquisitions while managing its capital structure on both a short-term and long-term basis.

As of March 31, 2024, the amount of cash, cash equivalents and marketable securities held by foreign subsidiaries was $69,900. Funds held outside the U.S. may be subject to foreign withholding taxes if repatriated to the U.S. Funds held outside the U.S. are typically used for foreign operating needs or reinvested to fund expansion of existing non-U.S. businesses. The Company has accrued a deferred tax liability for withholding taxes on previously taxed earnings and profit (PTEP) which are not considered permanently reinvested.

Griffon's primary sources of liquidity are cash flows generated from operations, cash on hand and our secured $500,000 revolving credit facility ("Revolver"), which matures in August 2028. During the six months ended March 31, 2024, the Company generated $185,860 of net cash from operating activities and, as of March 31, 2024, the Company had $317,538 available, subject to certain loan covenants, for borrowing under the Revolver. The Company had cash and cash equivalents of $123,030 at March 31, 2024.

The following table is derived from the Condensed Consolidated Statements of Cash Flows:

Cash Flows from Operations	**For the Six Months Ended March 31,**	
	2024	**2023**
Net Cash Flows Provided by (Used In):		
Operating activities	$ 185,860	$ 161,636
Investing activities	(32,017)	(2,571)
Financing activities	(132,043)	(99,631)

Cash flows provided by operating activities for the six months ended March 31, 2024 was $185,860 compared to $161,636 in the prior year period. The variance was due to increased cash generated from operations and a decrease in net working capital across all businesses, primarily inventory, partially offset by an increase in accounts receivable.

Cash flows used in investing activities is primarily comprised of capital expenditures and proceeds from the sale of businesses, investments and property, plant and equipment. During the six months ended March 31, 2024, cash flows used in investing activities was $32,017 compared to $2,571 in the prior year period. Cash flows used in investing activities in the current period primarily consisted of capital expenditures of $33,289, partially offset by proceeds totaling $1,272 primarily from the sale of a building. In the prior year period, cash flows used in investing activities consisted of capital expenditures of $11,837 and a working capital adjustment payment of $2,568 related to the sale of Telephonics, partially offset by proceeds totaling $11,834, primarily from the sale of a building.

During the six months ended March 31, 2024, cash used in financing activities totaled $132,043 compared to $99,631 in the prior year period. Cash flows used in financing activities in the current period consisted of the purchase of shares of common stock in connection with the board authorized share repurchase program and the purchase of common stock withheld to satisfy tax obligations in connection with the vesting of restricted stock totaling $222,421 and the payment of dividends of $21,676, partially offset by net proceeds of long-term debt of $112,316, primarily related to the Revolver. Cash flows used in financing activities in the prior year period consisted primarily of net repayments of long-term debt of $73,691, purchases of common stock withheld to satisfy tax obligations in connection with the vesting of restricted stock of $12,989 and the payment of dividends of $12,824.

During the six months ended March 31, 2024, 595,929 shares, with a market value of $34,326, or $57.60 per share, were withheld to settle employee taxes due upon the vesting of restricted stock, and were added to treasury stock.

During the six months ended March 31, 2024, the Board of Directors approved and paid two quarterly cash dividends of $0.15 per share. The Company currently intends to pay dividends each quarter; however, payment of dividends is determined by the Board of Directors at its discretion based on various factors, and no assurance can be provided as to the payment of future dividends.

During 2023, the Board of Directors approved two quarterly cash dividends of $0.10 per share and two quarterly cash dividends of $0.125 per share, totaling $0.45. Additionally, on April 19, 2023, the Board of Directors declared a special cash dividend of $2.00 per share, paid on May 19, 2023, to shareholders of record as of the close of business on May 9, 2023.

On May 7, 2024, the Board of Directors declared a quarterly cash dividend of $0.15 per share, payable on June 20, 2024 to shareholders of record as of the close of business on May 29, 2024.

On April 19, 2023, the Company's Board of Directors approved a $200,000 increase to Griffon's share repurchase program to $257,955 from the prior unused board authorizations from August 3, 2016 and August 1, 2018 of $57,955. Also, on November 15, 2023, Griffon announced that the Board of Directors approved an additional increase of $200,000 to its share repurchase authorization. Share repurchases during the six months ended March 31, 2024 totaled 3,437,878 shares of common stock, for a total of $187,024, or an average of $54.40 per share. This includes the repurchase of 1,500,000 shares repurchased by the Company on February 20, 2024 pursuant to a stock purchase and cooperation agreement executed by the Company and Voss Value Master Fund, L.P., Voss Value-Oriented Special Situations Fund, L.P and four separately managed accounts of which Voss Capital, LLC is the investment manager, in a private transaction. The purchase price per share was $65.50, for an aggregate purchase price of $98,250. As of March 31, 2024, $120,158 remained under these Board authorized repurchase programs. During the six months ended and as of March 31, 2024, $1,411 and $2,712, respectively, were accrued for excise taxes for share repurchases.

During the six months ended March 31, 2024 and 2023, cash used in discontinued operations from operating activities of $3,273 and $2,598, respectively, primarily related to the settling of certain liabilities and environmental costs.

Cash and Equivalents and Debt	**March 31, 2024**	**September 30, 2023**
Cash and equivalents	$ 123,030	$ 102,889
Notes payables and current portion of long-term debt	8,152	9,625
Long-term debt, net of current maturities	1,577,208	1,459,904
Debt discount/premium and issuance costs	18,194	20,283
Total debt	1,603,554	1,489,812
Debt, net of cash and equivalents	$ 1,480,524	$ 1,386,923

During 2020, Griffon issued, at par, $1,000,000 of 5.75% Senior Notes due 2028 (the “2028 Senior Notes”). Proceeds from the 2028 Senior Notes were used to redeem $1,000,000 of 5.25% Senior Notes due 2022. In connection with the issuance and exchange of the 2028 Senior Notes, Griffon capitalized $16,448 of underwriting fees and other expenses incurred, which is being amortized over the term of such notes. During 2022, Griffon purchased $25,225 of 2028 Senior Notes in the open market at a weighted average discount of 91.82% of par, or $23,161. As of March 31, 2024, outstanding 2028 Senior Notes due totaled $974,775; interest is payable semi-annually on March 1 and September 1.

The 2028 Senior Notes are senior unsecured obligations of Griffon guaranteed by certain domestic subsidiaries, and subject to certain covenants, limitations and restrictions. The 2028 Senior Notes were registered under the Securities Act of 1933, as amended (the "Securities Act") via exchange offer. The fair value of the 2028 Senior Notes approximated $950,406 on March 31, 2024 based upon quoted market prices (level 1 inputs). At March 31, 2024, $7,910 of underwriting fees and other expenses incurred remained to be amortized.

On August 1, 2023, Griffon amended and restated its Credit Agreement (as amended, "Credit Agreement"). The amendment increased the maximum borrowing availability on its revolving credit facility from $400,000 to $500,000 (the "Revolver") and extended the maturity date of the Revolver from March 22, 2025 to August 1, 2028. In the event the 2028 Senior Notes are not repaid, refinanced, or replaced prior to December 1, 2027, the Revolver will mature on December 1, 2027. The amendment also modified certain other provisions of the Credit Agreement, including increasing the letter of credit sub-facility under the Revolver from $100,000 to $125,000 and increasing the customary accordion feature from a minimum of $375,000 to a minimum of $500,000. The Revolver also includes a multi-currency sub-facility of $200,000.

Borrowings under the Revolver may be repaid and re-borrowed at any time. Interest is payable on borrowings at either a Secured Overnight Financing Rate ("SOFR"), Sterling Overnight Index Average ("SONIA") or base rate benchmark rate, plus an applicable margin, which adjusts based on financial performance. Griffon's SOFR loans accrue interest at Term SOFR plus a credit adjustment spread and a margin of 2.00% (7.43% at March 31, 2024); SONIA loans accrue interest at SONIA Base Rate

plus a credit adjustment spread and a margin of 2.00% (7.22% at March 31, 2024); and base rate loans accrue interest at prime rate plus a margin of 1.00% (9.50% at March 31, 2024).

At March 31, 2024, under the Revolver, there were $169,500 in outstanding borrowings; outstanding standby letters of credit were $12,962; and $317,538 was available, subject to certain loan covenants, for borrowing at that date.

On January 24, 2022, Griffon amended and restated its Credit Agreement to provide for a new $800,000 Term Loan B facility, due January 24, 2029, in addition to the Revolver. The Term Loan B accrues interest at the Term SOFR rate plus a credit adjustment spread with a floor of 0.50%, and a spread of 2.25% (7.70% as of March 31, 2024). The Term Loan B was issued at 99.75% of par value. In connection with this amendment, Griffon capitalized $15,466 of underwriting fees and other expenses incurred, which are being amortized over the term of the loan.
The Term Loan B facility requires nominal quarterly principal payments of $2,000, potential additional annual principal payments based on a percentage of excess cash flow and certain secured leverage thresholds starting with the fiscal year ending September 30, 2023; and a final balloon payment due at maturity. At September 30, 2023, Griffon's secured leverage remained below the threshold set forth in the Credit Agreement that would, if exceeded, require Griffon to make an additional payment, and therefore no additional annual principal payment was required. Term Loan B borrowings may generally be repaid without penalty but may not be re-borrowed. During 2023 and 2022, Griffon prepaid $25,000 and $300,000, respectively, aggregate principal amount of the Term Loan B, which permanently reduced the outstanding balance. In connection with the prepayment of the Term Loan B, Griffon recognized a charge of $437 and $6,296 on the prepayment of debt in 2023 and 2022, respectively. The charges were comprised of write-offs of underwriting fees and other expenses of $386 and $5,575 for 2023 and 2022, respectively, and the original issue discount of $51 and $721 for 2023 and 2022, respectively. The Term Loan B facility is subject to the same affirmative and negative covenants that apply to the Revolver (as described below), but is not subject to any financial maintenance covenants. Term Loan B borrowings are secured by the same collateral as the Revolver on an equal and ratable basis. The fair value of the Term Loan B facility approximated $459,574 on March 31, 2024 based upon quoted market prices (level 1 inputs). At March 31, 2024, $6,378 of underwriting fees and other expenses incurred remained to be amortized. At March 31, 2024, $459,000 of the Term Loan B was outstanding.

The Revolver has certain financial maintenance tests including a maximum total leverage ratio, a maximum senior secured leverage ratio and a minimum interest coverage ratio, as well as customary affirmative and negative covenants and events of default. The negative covenants place limits on Griffon's ability to, among other things, incur indebtedness, incur liens, and make restricted payments and investments. Both the Revolver and Term Loan B borrowings under the Credit Agreement are guaranteed by Griffon’s material domestic subsidiaries and are secured, on a first priority basis, by substantially all domestic assets of the Company and the guarantors, and a pledge of not greater than 65% of the equity interest in Griffon’s material, first-tier foreign subsidiaries.

On September 28, 2023, the Company closed on the exercise of its lease purchase option, as permitted under the lease agreement, to acquire ownership of the manufacturing facility located in Ocala, Florida for a cash purchase price of $23,207. The Ocala lease had a maturity date in 2025 and bore interest at a fixed rate of approximately 5.6%. As a result of exercising the purchase option, the Company no longer has any future lease obligations related to this real estate. The remaining lease liability balance relates to finance equipment leases. Refer to Note 20-Leases for further details.
In November 2012, Garant G.P. (“Garant”), a Griffon wholly owned subsidiary, entered into a CAD 15,000 revolving credit facility. Effective in December 2023, the facility was amended to replace the Canadian Dollar Offer Rate with the Canadian Overnight Repo Rate Average ("CORRA"). The facility accrues interest at CORRA or the Canadian Bankers Acceptance Rate plus 1.3% per annum (6.30% using CORRA and 6.35% using the Canadian Bankers Acceptance Rate as of March 31, 2024). The revolving facility matures in December 2024, but is renewable upon mutual agreement with the lender. Garant is required to maintain a certain minimum equity. At March 31, 2024, there were no outstanding borrowings under the revolving credit facility with CAD 15,000 ($11,039 as of March 31, 2024) available.

During 2023, Griffon Australia Holdings Pty Ltd and its Australian subsidiaries (collectively, "Griffon Australia") amended its AUD 15,000 receivable purchase facility to AUD 30,000. The receivable purchase facility was renewed in 2024 and now matures in March 2025, but is renewable upon mutual agreement with the lender. The receivable purchase facility accrues interest at BBSY (Bank Bill Swap Rate) plus 1.25% per annum (5.55% at March 31, 2024). At March 31, 2024, there was no balance outstanding under the receivable purchase facility with AUD 30,000 ($19,575 as of March 31, 2024) available. The receivable purchase facility is secured by substantially all of the assets of Griffon Australia and its subsidiaries. Griffon Australia is required to maintain a certain minimum equity level.

In July 2018, the AMES Companies UK Ltd and its subsidiaries (collectively, "Ames UK") entered into a GBP 14,000 term loan, GBP 4,000 mortgage loan and GBP 5,000 revolver, which matured in July 2023. Prior to maturity, on June 30, 2023, AMES UK paid off and cancelled the GBP 14,000 term loan and GBP 4,000 mortgage loan. The payoff amounts were GBP 7,525 ($9,543) and GBP 2,451 ($3,108), respectively. Upon maturity in July 2023, the GBP 5,000 revolver had no balance and was not renewed.

In February 2024, Griffon repaid in full a loan with the Pennsylvania Industrial Development Authority. The balance in other long-term debt consists primarily of finance leases.

At March 31, 2024, Griffon and its subsidiaries were in compliance with the terms and covenants of its credit and loan agreements. Gross Debt to EBITDA (Leverage), as calculated in accordance with the definition in the Credit Agreement, was 2.8x at March 31, 2024.

Capital Resource Requirements

On May 3, 2023, in response to changing market conditions, Griffon announced that its CPP segment will expand its global sourcing strategy to include long handled tools, material handling, and wood storage and organization product lines. By transitioning these product lines to an asset-light structure, CPP’s operations will be better positioned to serve customers with a more flexible and cost-effective sourcing model that leverages supplier relationships around the world, while improving its competitive positioning in a post-pandemic marketplace. These actions will be essential to CPP achieving 15% EBITDA margins, while enhancing free cash flow through improved working capital and significantly lower capital expenditures. For additional information, see CPP reportable segments discussion.

Griffon's debt requirements include principal on our outstanding debt, most notably our Senior Notes totaling $974,775 payable in 2028 and related annual interest payments of approximately $56,050, a Term Loan B facility maturing in 2029 with an outstanding balance of $459,000 on March 31, 2024 and Revolver maturing in 2028 with an outstanding balance of $169,500. The Term Loan B accrues interest at the Term SOFR rate plus a credit adjustment spread with a floor of 0.50%, and a current spread of 2.25% (7.70% as of March 31, 2024). Additionally, the Term Loan B facility requires quarterly payments of $2,000 and a balloon payment due at maturity. For the Revolver, interest is payable on borrowings at either a SOFR, SONIA or base rate benchmark rate, plus an applicable margin, which adjusts based on financial performance. Griffon's SOFR loans accrue interest at Term SOFR plus a credit adjustment spread and a margin of 2.00% (7.43% at March 31, 2024); SONIA loans accrue interest at SONIA Base Rate plus a credit adjustment spread and a margin of 2.00% (7.22% at March 31, 2024); and base rate loans accrue interest at prime rate plus a margin of 1.00% (9.50% at March 31, 2024).

Customers

A small number of customers account for, and are expected to continue to account for, a substantial portion of Griffon’s consolidated revenue. For the six months ended March 31, 2024, our largest customer, The Home Depot, represented 11% of Griffon’s consolidated revenue, 14% of CPP's revenue and 8% of HBP’s revenue.

No other customer exceeded 10% of consolidated revenue. Future operating results will continue to depend substantially on the success of Griffon’s largest customers and our ongoing relationships with them. Orders from these customers are subject to change and may fluctuate materially. The loss of all or a portion of the volume from any one of these customers could have a material adverse impact on Griffon’s liquidity and results of operations.

SUPPLEMENTAL GUARANTOR FINANCIAL INFORMATION

Griffon’s Senior Notes are fully and unconditionally guaranteed, jointly and severally by Clopay Corporation, The AMES Companies, Inc., Clopay AMES Holding Corp., ClosetMaid LLC, AMES Hunter Holdings Corporation, Hunter Fan Company, CornellCookson, LLC and Cornell Real Estate Holdings, LLC, all of which are indirectly 100% owned by Griffon. In accordance with Rule 3-10 of Regulation S-X promulgated under the Securities Act, presented below are summarized financial information of the Parent (Griffon) subsidiaries and the Guarantor subsidiaries as of March 31, 2024 and September 30, 2023 and for the three and six months ended March 31, 2024 and for the year ended September 30, 2023. All intercompany balances and transactions between subsidiaries under Parent and subsidiaries under the Guarantor have been eliminated. The information presented below excludes eliminations necessary to arrive at the information on a consolidated basis. The summarized information excludes financial information of the non-Guarantors, including earnings from and investments in these entities. The financial information may not necessarily be indicative of the results of operations or financial position of the guarantor companies or non-guarantor companies had they operated as independent entities. The guarantor companies and the non-

guarantor companies include the consolidated financial results of their wholly-owned subsidiaries accounted for under the equity method.

The indentures relating to the Senior Notes (the "Indentures") contain terms providing that, under certain limited circumstances, a guarantor will be released from its obligations to guarantee the Senior Notes. These circumstances include (i) a sale of at least a majority of the stock, or all or substantially all the assets, of the subsidiary guarantor as permitted by the Indentures; (ii) a public equity offering of a subsidiary guarantor that qualifies as a "Minority Business" as defined in the Indentures (generally, a business the EBITDA of which constitutes less than 50% of the segment adjusted EBITDA of the Company for the most recently ended four fiscal quarters), and that meets certain other specified conditions as set forth in the Indentures; (iii) the designation of a guarantor as an "unrestricted subsidiary" as defined in the Indentures, in compliance with the terms of the Indentures; (iv) Griffon exercising its right to defease the Senior Notes, or to otherwise discharge its obligations under the Indentures, in each case in accordance with the terms of the Indentures; and (v) upon obtaining the requisite consent of the holders of the Senior Notes.

Summarized Statements of Operations and Comprehensive Income (Loss)

	For the Six Months Ended March 31, 2024		For the Year Ended September 30, 2023	
	Parent Company	Guarantor Companies	Parent Company	Guarantor Companies
Net sales	$ —	$ 1,079,917	$ —	$ 2,190,636
Gross profit	$ —	$ 423,158	$ —	$ 800,477
Income (loss) from operations	$ (13,017)	$ 191,453	$ (42,948)	$ 228,346
Equity in earnings of Guarantor subsidiaries	$ 125,394	$ —	$ 149,981	$ —
Net income (loss)	$ (27,557)	$ 125,394	$ (85,770)	$ 149,981

Summarized Balance Sheet Information

	As of March 31, 2024		As of September 30, 2023	
	Parent Company	Guarantor Companies	Parent Company	Guarantor Companies
Current assets	$ 52,543	$ 699,098	$ 51,701	$ 707,929
Non-current assets	13,860	1,291,593	13,954	1,317,575
Total assets	$ 66,403	$ 1,990,691	$ 65,655	$ 2,025,504
Current liabilities	$ 65,537	$ 234,353	$ 76,460	$ 226,532
Long-term debt	1,577,115	71	1,459,952	—
Other liabilities	23,676	237,606	(9,994)	271,985
Total liabilities	$ 1,666,328	$ 472,030	$ 1,526,418	$ 498,517

CRITICAL ACCOUNTING POLICIES

The preparation of Griffon's consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires the use of estimates, assumptions, judgments and subjective interpretations of accounting principles that have an impact on assets, liabilities, revenue and expenses. These estimates can also affect supplemental information contained in public disclosures of Griffon, including information regarding contingencies, risk and its financial condition. These estimates, assumptions and judgments are evaluated on an ongoing basis and based on historical experience, current conditions and various other assumptions, and form the basis for estimating the carrying values of assets and liabilities, as well as identifying and assessing the accounting treatment for commitments and contingencies. Actual results may materially differ from these estimates. There have been no changes in Griffon's critical accounting policies from September 30, 2023.

Griffon's significant accounting policies and procedures are explained in the Management Discussion and Analysis section in the Annual Report on Form 10-K for the year ended September 30, 2023. In the selection of the critical accounting policies, the objective is to properly reflect the financial position and results of operations for each reporting period in a consistent manner that can be understood by the reader of the financial statements. Griffon considers an estimate to be critical if it is subjective

and if changes in the estimate using different assumptions would result in a material impact on the financial position or results of operations of Griffon.

RECENT ACCOUNTING PRONOUNCEMENTS

The FASB issues, from time to time, new financial accounting standards, staff positions and emerging issues task force consensus. See the Notes to Condensed Consolidated Financial Statements for a discussion of these matters.

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q, especially “Management’s Discussion and Analysis”, contains certain “forward-looking statements” within the meaning of the Securities Act, the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. Such statements relate to, among other things, income (loss), earnings, cash flows, revenue, changes in operations, operating improvements, industries in which Griffon Corporation (the “Company” or “Griffon”) operates and the United States and global economies. Statements in this Form 10-Q that are not historical are hereby identified as “forward-looking statements” and may be indicated by words or phrases such as “anticipates,” “supports,” “plans,” “projects,” “expects,” “believes,” "achieves", “should,” “would,” “could,” “hope,” “forecast,” “management is of the opinion,” “may,” “will,” “estimates,” “intends,” “explores,” “opportunities,” the negative of these expressions, use of the future tense and similar words or phrases. Such forward-looking statements are subject to inherent risks and uncertainties that could cause actual results to differ materially from those expressed in any forward-looking statements. These risks and uncertainties include, among others: current economic conditions and uncertainties in the housing, credit and capital markets; Griffon’s ability to achieve expected savings and improved operational results from cost control, restructuring, integration and disposal initiatives (including, in particular, the expanded CPP global outsourcing strategy announced in May 2023); the ability to identify and successfully consummate, and integrate, value-adding acquisition opportunities; increasing competition and pricing pressures in the markets served by Griffon’s operating companies; the ability of Griffon’s operating companies to expand into new geographic and product markets, and to anticipate and meet customer demands for new products and product enhancements and innovations; increases in the cost or lack of availability of raw materials such as steel, resin and wood, components or purchased finished goods, including any potential impact on costs or availability resulting from tariffs; changes in customer demand or loss of a material customer at one of Griffon’s operating companies; the potential impact of seasonal variations and uncertain weather patterns on certain of Griffon’s businesses; political events or military conflicts that could impact the worldwide economy; a downgrade in Griffon’s credit ratings; changes in international economic conditions including inflation, interest rate and currency exchange fluctuations; the reliance by certain of Griffon’s businesses on particular third party suppliers and manufacturers to meet customer demands; the relative mix of products and services offered by Griffon’s businesses, which impacts margins and operating efficiencies; short-term capacity constraints or prolonged excess capacity; unforeseen developments in contingencies, such as litigation, regulatory and environmental matters; Griffon’s ability to adequately protect and maintain the validity of patent and other intellectual property rights; the cyclical nature of the businesses of certain of Griffon’s operating companies; possible terrorist threats and actions and their impact on the global economy; effects of possible IT system failures, data breaches or cyber-attacks; the impact of COVID-19, or some other future pandemic, on the U.S. and the global economy, including business disruptions, reductions in employment and an increase in business and operating facility failures, specifically among our customers and suppliers; Griffon’s ability to service and refinance its debt; and the impact of recent and future legislative and regulatory changes, including, without limitation, changes in tax laws. Additional important factors that could cause the statements made in this Quarterly Report on Form 10-Q or the actual results of operations or financial condition of Griffon to differ are discussed under the caption “Item 1A. Risk Factors” and “Special Notes Regarding Forward-Looking Statements” in Griffon’s Annual Report on Form 10-K for the year ended September 30, 2023. Such statements reflect the views of the Company with respect to future events and are subject to these and other risks, as previously disclosed in the Company's Securities and Exchange Commission filings. Readers are cautioned not to place undue reliance on these forward-looking statements. These forward-looking statements speak only as of the date made. Griffon undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Item 3 - Quantitative and Qualitative Disclosures About Market Risk

Griffon’s business activities necessitate the management of various financial and market risks, including those related to changes in interest rates, foreign currency rates and commodity prices.

Interest Rates

Griffon’s exposure to market risk for changes in interest rates relates primarily to variable interest rate debt and investments in cash and equivalents.

Griffon's amended and restated Credit Agreement references a benchmark rate with SONIA or SOFR. In addition, certain other of Griffon’s credit facilities have BBSY (Bank Bill Swap Rate) and CORRA (Canadian Overnight Repo Rate Average) (based variable interest rate. Due to the current and expected level of borrowings under these facilities, a 100 basis point change in SONIA, SOFR, BBSY, or CORRA would not have a material impact on Griffon’s results of operations or liquidity.

Foreign Exchange

Griffon conducts business in various non-US countries, primarily in Canada, Australia, the United Kingdom, Ireland, New Zealand and China; therefore, changes in the value of the currencies of these countries affect Griffon's financial position and cash flows when translated into US Dollars. Griffon has generally accepted the exposure to exchange rate movements relative to its non-US operations. Griffon may, from time to time, hedge its currency risk exposures. A change of 10% or less in the value of all applicable foreign currencies would not have a material effect on Griffon’s financial position and cash flows.

Item 4 - Controls and Procedures

Management's Quarterly Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of Griffon’s Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), Griffon’s disclosure controls and procedures, as defined by Exchange Act Rule 13a-15(e) and 15d-15(e), were evaluated as of the end of the period covered by this report. Based on that evaluation, Griffon’s CEO and CFO concluded that Griffon’s disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There were no changes in the Griffon’s internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f)) that occurred during the three months ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, Griffon’s internal control over financial reporting.

Limitations on the Effectiveness of Controls

Griffon believes that a control system, no matter how well designed and operated, cannot provide absolute assurance that the objectives of the control system are met, and no evaluation of controls can provide absolute assurance that all controls issues and instances of fraud, if any, within a company have been detected. Griffon’s disclosure controls and procedures, as defined by Exchange Act Rule 13a-15(e) and 15d-15(e), are designed to provide reasonable assurance of achieving their objectives.

PART II - OTHER INFORMATION

Item 1 Legal Proceedings

None

Item 1A Risk Factors

In addition to the other information set forth in this report, carefully consider the factors in Item 1A to Part I in Griffon’s Annual Report on Form 10-K for the year ended September 30, 2023, which could materially affect Griffon’s business, financial condition or future results. The risks described in Griffon’s Annual Report on Form 10-K are not the only risks facing Griffon. Additional risks and uncertainties not currently known to Griffon or that Griffon currently deems to be immaterial also may materially adversely affect Griffon’s business, financial condition and/or operating results.

Item 2 Unregistered Sales of Equity Securities and Use of Proceeds

(c) **ISSUER PURCHASES OF EQUITY SECURITIES**

Period	(a) Total Number of Shares (or Units) Purchased [1]		(b) Average Price Paid Per Share (or Unit)	(c) Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs [1]		(d) Maximum Number (or Approximate Dollar Value) of Shares (or Units) That May Yet Be Purchased Under the Plans or Programs [1]
January 1 - 31, 2024	478,079 [2]	$	60.20	145,227		
February 1 - 29, 2024	1,589,766 [3]	$	65.22	1,578,197		
March 1 - 31, 2024	110,279 [4]	$	69.24	80,000		
Total	2,178,124	$	64.32	1,803,424	$	120,158

1. On April 19, 2023, the Company's Board of Directors approved a $200,000 increase to its share repurchase program to $257,955 from the prior unused authorization of $57,955. On November 15, 2023, Griffon announced that the Board of Directors approved an additional increase of $200,000 to its share repurchase authorization. Under the share repurchase program, the Company may, from time to time, purchase shares of its common stock in the open market, including pursuant to a 10b5-1 plan, pursuant to an accelerated share repurchase program or issuer tender offer, or in privately negotiated transactions. As of March 31, 2024, $120,158 remained available for the purchase of common stock under board authorized programs. See "Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources - Liquidity."

2. Includes (a) 145,227 shares purchased by the Company in open market purchases pursuant to a stock buyback plan authorized by the Company's Board of Directors; and (b) 332,852 shares acquired by the Company from holders of restricted stock upon vesting of the restricted stock, to satisfy tax-withholding obligations of the holders.

3. Includes (a) 78,197 shares purchased by the Company in open market purchases pursuant to a stock buyback plan authorized by the Company's Board of Directors; (b) 11,569 shares acquired by the Company from holders of restricted stock upon vesting of the restricted stock, to satisfy tax-withholding obligations of the holders; and (c) the purchase, on February 20, 2024, of 1,500,000 shares pursuant to a stock purchase and cooperation agreement executed between the Company and Voss Value Master Fund, L.P., Voss Value-Oriented Special Situations Fund, L.P and four separately managed accounts of which Voss Capital, LLC is the investment manager, in a private transaction. The purchase price per share under the stock purchase and cooperation agreement was $65.50, for an aggregate purchase price of $98,250.

4. Includes (a) 80,000 shares purchased by the Company in open market purchases pursuant to a stock buyback plan authorized by the Company's Board of Directors; and (b) 30,279 shares acquired by the Company from holders of restricted stock upon vesting of the restricted stock, to satisfy tax-withholding obligations of the holders.

Item 3 Defaults Upon Senior Securities

None

Item 4 Mine Safety Disclosures

None

Item 5 Other Information

Rule 10b5-1 Trading Plans

During the fiscal quarter ended March 31, 2024, none of our directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any “non-Rule 10b5-1 trading arrangement.”

Amendment and Restatement of Employment Agreements and Severance Agreements with Named Executive Officers

Our Compensation Committee undertook a comprehensive review of our employment agreements with Ronald J. Kramer (our Chief Executive Officer and Chairman of the Board) and Robert F. Mehmel (our President and Chief Operating Officer), and our severance arrangements with Brian G. Harris (our Senior Vice President and Chief Financial Officer) and Seth L. Kaplan (our Senior Vice President, General Counsel and Secretary) (collectively, the "NEO Agreements"). Following this review, each NEO Agreement was amended and restated in its entirety. The material changes are summarized below.

The definition of "Change in Control" in each NEO Agreement was amended to align the definition across the NEO Agreements, such that "Change in Control" includes the following events: (i) the acquisition of 30% or more of Griffon's common stock; (ii) a change in a majority of the current Griffon Board of Directors (the "Incumbent Board") that is not approved by a majority of the Incumbent Board; (iii) completion of a business combination involving Griffon or a sale of all or substantially all of Griffon's assets, unless certain conditions are satisfied; or (iv) approval by the stockholders of Griffon of a complete liquidation or dissolution of Griffon. The Griffon Corporation Amended and Restated 2016 Equity Incentive Plan (the "Equity Plan") was also amended to incorporate the foregoing definition, except that "20%" is used in lieu of "30%" to align with the applicable threshold in the Equity Plan prior to this amendment.

Other material changes to the amended and restated NEO Agreements include: (i) clarifying that "Good Reason" includes any material diminution in status, office, title or reporting requirement, whether or not occurring solely as a result of Griffon ceasing to be a publicly traded entity or a Change in Control; (ii) providing that severance following a Change in Control will not be reduced by a decrease in the executive's base salary or bonus after a Change in Control; (iii) requiring that any determination of Cause following a Change in Control must be approved by two-thirds of the applicable board of directors, after the executive has had a chance to address the board (with counsel present); and (iv) for the NEO Agreements with Messrs. Mehmel, Harris and Kaplan, removing Griffon's unilateral right to terminate the NEO Agreement, upon a prescribed period of notice, without payment of severance.

The amended and restated NEO Agreements have also been revised to reflect the current structure of the cash bonus program in which the NEOs participate (the bonus program originally consisted of solely an annual cash bonus but was modified after the original NEO Agreements were in place to be split into an annual cash bonus and a long-term cash bonus), remove irrelevant legacy provisions, and incorporate prior amendments.

The foregoing is only a summary of the changes incorporated into the amended and restated NEO Agreements and the Equity Plan. This summary is qualified in its entirety by the actual amended and restated NEO Agreements and Amendment No. 2 to the Equity Plan, each of which is filed as an exhibit to this Quarterly Report on Form 10-Q.

Item 6	Exhibits
10.1	Stock Purchase and Cooperation Agreement, dated February 20, 2024, by and among Griffon Corporation, Travis W. Cocke, Voss Value Master Fund, L.P., Voss Value-Oriented Special Situations Fund, L.P. and four separately managed accounts of which Voss Capital, LLC is the investment manager, the names of which are set forth on Schedule I thereto (incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed February 20, 2024 (Commission File No. 1-06620)).
10.2*	Griffon Corporation Director Compensation Program (adopted as of March 20, 2024).
10.3*	Amended and Restated Employment Agreement made as of May 8, 2024 by and between Griffon Corporation and Ronald J. Kramer.
10.4*	Amended and Restated Employment Agreement made as of May 8, 2024 by and between Griffon Corporation and Robert F. Mehmel.
10.5*	Amended and Restated Severance Agreement made as of May 8, 2024 by and between Griffon Corporation and Brian G. Harris.
10.6*	Amended and Restated Severance Agreement made as of May 8, 2024 by and between Griffon Corporation and Seth L. Kaplan.
10.7*	Amendment No. 1 to the Griffon Corporation Amended and Restated 2016 Equity Incentive Plan, dated as of March 20, 2024 (incorporated by reference to Annex B to the Registrant's Proxy Statement relating to the 2024 Annual Meeting of Shareholders, filed with the Securities and Exchange Commission on January 29, 2024 (Commission File No. 001-06620)).
10.8*	Amendment No. 2 to the Griffon Corporation Amended and Restated 2016 Equity Incentive Plan, dated as of May 8, 2024.
31.1	Certification pursuant to Rule 13a-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification pursuant to Rule 13a-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certifications pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Document
101.DEF	XBRL Taxonomy Extension Definitions Document
101.LAB	XBRL Taxonomy Extension Labels Document
101.PRE	XBRL Taxonomy Extension Presentations Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Indicates a management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GRIFFON CORPORATION

/s/ Brian G. Harris

Brian G. Harris
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

/s/ W. Christopher Durborow

W. Christopher Durborow
Vice President and Chief Accounting Officer
(Principal Accounting Officer)

Date: May 8, 2024

Exhibit 10.2

Griffon Corporation Director Compensation Program
(adopted as of March 20, 2024)

Each member of the Board of Directors (the “Board”) of Griffon Corporation (the “Company”) who is not an employee of the Company (each a “Non-employee Director”) shall receive compensation for such person’s services as a member of the Board as outlined in this Director Compensation Program.

Cash Compensation

Annual Retainer Fees

- Annual retainer fee in the amount of $70,000
- Additional annual retainer fee for the Chairmen of the following Committees:
  - Audit – $20,000
  - Compensation – $17,500
  - Finance – $15,000
  - Nominating and Corporate Governance – $15,000
- Additional annual retainer fee in the amount of $30,000 for the Lead Independent Director

Meeting Fees

- Fee in the amount of $1,500 for attending any meeting of the Board
- Fee in the amount of $2,500 for attending any meeting of the Audit Committee
- Fee in the amount of $1,500 for attending any meeting of any committee other than the Audit Committee

Equity Compensation

Following election to the Board each year at the Annual Meeting of Shareholders (“AGM”), each Non-employee Director shall be awarded a grant of restricted shares with a value of $110,000 (the “RS Dollar Amount”). If a Non-employee Director becomes a member of the Board other than as a result of being elected at the AGM, such Non-employee Director shall be awarded a grant of restricted shares with a value based on the pro-rata portion of the RS Dollar Amount equal to the difference between 365 and the number of days elapsed since the last AGM as of the date such Non-employee Director becomes a member of the Board, divided by 365. All restricted shares granted to a Non-employee Director shall vest on the first anniversary of the date of grant. If service as a director terminates as a result of (i) death, (ii) disability, (iii) the failure of the Company to nominate such director for re-election to the Board, (iv) the failure of such director to be re-elected to the Board after being nominated for re-election, or (v) the occurrence of a change in control, all restricted shares shall immediately vest.

The number of restricted shares to be granted annually shall be determined by dividing the RS Dollar Amount (or a pro rata portion of such amount, as appropriate) by the closing price of the Company’s common stock on the New York Stock Exchange (or, if not the New York Stock Exchange, the principal exchange on which

the Company’s common stock is traded) on the date of grant. The RS Dollar Amount shall be subject to the review of the Board from time to time.

Exhibit 10.3

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement"), is made and entered into as of May 8, 2024 (the "Effective Date"), by and between Griffon Corporation, a Delaware corporation, with its principal office located at 712 Fifth Avenue, New York, NY 10019 (together with its successors and assigns permitted under this Agreement, "Griffon") and Ronald J. Kramer ("Kramer").

WITNESSETH:

WHEREAS, Griffon has determined that it is in the best interests of Griffon and its stockholders to continue to employ Kramer as its Chief Executive Officer;

WHEREAS, Griffon wishes to assure itself of the services of Kramer for the period hereinafter provided, and Kramer is willing to be employed by Griffon for said period, upon the terms and conditions provided in this Agreement; and

WHEREAS, Griffon and Kramer desire to replace and supersede, in its entirety, that certain Employment Agreement between Griffon and Kramer dated March 16, 2008, as amended by that certain Amendment No. 1 to Employment Agreement dated February 3, 2011, Amendment No. 2 to Employment Agreement dated December 12, 2013, Amendment No. 3 to Employment Agreement dated April 28, 2022 and Amendment No. 4 to Employment Agreement dated November 14, 2022 (collectively, the "Prior Agreement");

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, Griffon and Kramer (individually a "Party" and together the "Parties") agree as follows:

1. DEFINITIONS.

(a) "Affiliate" means any person or entity controlling, controlled by or under common control with Griffon.

(b) "Board" shall mean the Board of Directors of Griffon.

(c) "Cause" shall mean:

(i) Kramer's conviction of, or plea of guilty or nolo contendere to, a felony, excluding DWI (or any similar offense);

(ii) any material breach of the Agreement by Kramer which is not promptly cured, if curable, in accordance with Section 9(d); or

(iii) Kramer's willful misconduct or gross negligence that is materially economically injurious to Griffon. For purposes of this Section 1(c)(iii), no act or failure to act on the part of Kramer shall be considered "willful" unless it is committed, or

omitted to be done, by him in bad faith or without reasonable belief that his action or omission was in the best interests of Griffon.

Notwithstanding the foregoing, no act or failure to act (to the extent curable) shall constitute Cause unless Griffon gives Kramer written notice within one hundred and twenty (120) days after the Board (or, as applicable, the Post-CIC Board, as defined below) acquires actual knowledge of the occurrence of the act or failure to act which Griffon believes constitutes the basis for Cause, specifying the particular act or failure to act which Griffon believes constitutes the basis for Cause. If Kramer fails to cure such act or failure to act within thirty (30) days after receipt of such notice, Kramer's employment shall be deemed terminated for Cause; provided, however, that notwithstanding the foregoing, during the 24 months immediately following a Change in Control, a termination of Kramer's employment will not be deemed to be for "Cause" unless (i) Kramer has had an opportunity to be heard, with counsel, by the board of directors or other governing body of the corporation or other entity surviving such Change in Control (or the board of the applicable parent entity of such surviving entity) (the "Post-CIC Board") and (ii) the Post-CIC Board has approved the classification of Kramer's termination as being for "Cause" by a vote of at least two-thirds of the members of the Post-CIC Board.

(d) "Change in Control" shall mean the occurrence of any of the following events after the Effective Date):

(i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then outstanding shares of common stock of Griffon ("Outstanding Common Stock") or (B) the combined voting power of the then-outstanding voting securities of Griffon entitled to vote generally in the election of directors ("Outstanding Voting Securities"); provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (w) any acquisition directly from Griffon or any Affiliate, (x) any acquisition by Griffon or any Affiliate, (y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Griffon or any of its Affiliates (including but not limited to any rabbi trust or feeder trust established in connection with any broad-based employee benefit plan or any employee benefit plan in which Kramer is the sole participant) or (z) any acquisition pursuant to a transaction that meets the conditions of each of Sections 1(d)(iii)(A), 1(d)(iii)(B) and 1(d)(iii)(C);

(ii) individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided*, *however*, that any individual whose election to the Board, or nomination for election by Griffon's stockholders, is approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other

actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) the consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving Griffon or any of its Subsidiaries, or a sale or other disposition of all or substantially all of the assets of Griffon, in a single transaction or series of related transactions, or the acquisition of assets or securities of another entity by Griffon or any of its Subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Common Stock and the Outstanding Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 70% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns Griffon or all or substantially all of Griffon's assets either directly or through one or more Subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Common Stock and the Outstanding Voting Securities, as the case may be, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of Griffon or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of Griffon of a complete liquidation or dissolution of Griffon, or a sale (whether direct or indirect) of all or substantially all of the assets of Griffon or of Griffon's Subsidiaries in a single transaction or series of related transactions (except pursuant to an acquisition described in Sections 1(d)(i)(x) or 1(d)(i)(y)).

Notwithstanding the foregoing, a Change in Control shall not include any event, circumstance or transaction that results from an action of any Person, entity or group which includes, is affiliated with or is wholly or partly controlled by one or more executive officers of Griffon and in which Kramer participates directly or actively (other than a renegotiation of his employment arrangements or in his capacity as an employee of Griffon or any successor entity thereto or to the business of Griffon).

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(f) "Combined Bonus," with respect to any Fiscal Year, shall mean the sum of (i) the bonus (or bonuses) paid to Kramer in respect of, or during, such Fiscal Year, and (ii) any long-term bonus paid to Kramer with respect to a period ending with such Fiscal Year; provided that a bonus paid in respect of a Fiscal Year, or with respect to a period ending with a Fiscal Year, shall be part of the Combined Bonus for such Fiscal Year, and shall not be part of the Combined Bonus for the next succeeding Fiscal Year (notwithstanding when such bonus is actually paid).

(g) "Committee" shall mean the Compensation Committee of the Board.

(h) "Disability" shall mean Kramer's inability to substantially perform his duties due to physical or mental impairment for six (6) consecutive months and, within thirty (30) days after a notice of termination is given to Kramer, Kramer has not returned to work.

(i) "Employment Term" shall mean the period specified in Section 2(b) below.

(j) "Fiscal Year" shall mean the 12-month period beginning on October 1 and ending on the next subsequent September 30, or such other 12-month period as may constitute Griffon's fiscal year at any time hereafter.

(k) "Good Reason" shall mean the occurrence of any of the following events without Kramer's prior written consent:

(i) the failure of Kramer to be appointed to the positions set forth in Section 2(c), if not promptly cured after written notice, or the hiring of any officer to serve in a capacity equal or senior to Kramer;

(ii) the assignment to Kramer of duties materially inconsistent with his status as the chief executive officer of a publicly-traded company or a materially adverse alteration in the nature of Kramer's duties and/or responsibilities, reporting obligations, titles or authority, as set forth in Section 2(c) (whether or not occurring solely as a result of Griffon ceasing to be a publicly traded entity or a Change in Control; provided, however, that a continuation by Kramer as the Chief Executive Officer of Griffon (or a successor company) following the consummation of a transaction of the type described in the last sentence of Section 1(d) of this Agreement shall not, by itself, be deemed to be a change in Kramer's duties or responsibilities that would constitute "Good Reason" as set forth in this clause 1(k)(ii));

(iii) a reduction by Griffon in Kramer's Salary, target annual bonus amount or target long-term bonus amount;

(iv) the relocation of Kramer's own office location more than twenty-five (25) miles from Griffon's current headquarters;

(v) Griffon's failure to provide any employee benefits due to be provided to Kramer;

(vi) any purported termination of Kramer's employment for Cause which is not substantially effected pursuant to the procedures described in Section 9(d);

(vii) any material breach of the Agreement by Griffon; or

(viii) a failure of Griffon to have any successor assume in writing the obligations under the Agreement.

Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless Kramer gives Griffon prior notice within sixty (60) days after the occurrence of the event which Kramer believes constitutes the basis for Good Reason, specifying the particular act or failure to act which Kramer believes constitutes the basis for Good Reason. If Griffon fails to cure such act or failure to act, if curable, within thirty (30) days after receipt of such notice, Kramer may terminate his employment for Good Reason. For the avoidance of doubt, if such act is not curable, Kramer may terminate his employment for Good Reason upon providing such notice.

(l) "Salary" shall mean the annual salary provided for in Section 3 below, as adjusted from time to time.

(m) "Subsidiary" shall mean any entity of which Griffon owns, directly or indirectly, more than fifty percent (50%) of its voting stock or voting interests.

2. EMPLOYMENT TERM, POSITIONS AND DUTIES.

(a) Employment of Kramer. Griffon hereby employs Kramer, and Kramer hereby accepts employment with Griffon, in the positions and with the duties and responsibilities set forth below and upon such other terms and conditions as are hereinafter stated. Kramer shall render services to Griffon principally at Griffon's corporate headquarters, but he shall do such traveling on behalf of Griffon as shall be reasonably required in the course of the performance of his duties hereunder.

(b) Employment Term. The terms of this Agreement shall be effective as of the Effective Date, and Kramer's employment with Griffon shall continue until terminated by either Party in accordance with the provisions of Section 9. The entire duration of Kramer's employment with Griffon hereunder shall be referred to as the "Employment Term."

(c) Titles and Duties.

(i) During the Employment Term, Kramer shall be employed as Chief Executive Officer, reporting to the Board. In his capacity as Chief Executive Officer, Kramer shall perform such duties as are consistent with his title and position as Chief Executive Officer of a publicly-traded company.

(ii) During the Employment Term, Kramer shall also serve as Chairman of the Board.

(d) Time and Effort. Kramer shall devote his best efforts and abilities, and substantially all his business time, to the performance of his duties under the Agreement; provided that he shall, to the extent same does not substantially interfere with the performance of his duties hereunder, be permitted to: (i) serve on corporate and civic boards and committees; (ii) deliver lectures, fulfill speaking engagements or teach at educational institutions; (iii) manage personal and family investments and (iv) engage in investment management business activities that are not competitive with the businesses of Griffon.

3. SALARY.

(a) Initial Salary. For the Fiscal Year ending September 30, 2024, Kramer shall receive from Griffon a Salary, payable in accordance with the regular payroll practices of Griffon, in an amount of $1,255,085 per annum.

(b) Salary Increase. Kramer's Salary shall be reviewed annually for possible increases (but not decreases) commencing October 1, 2025. Any amount to which Kramer's Salary is increased, as provided in this Section 3(b) or otherwise, shall not thereafter be reduced without his prior written consent.

4. BONUSES.

(a) Annual Bonus. Commencing with the Fiscal Year ending September 30, 2024 and for each Fiscal Year thereafter during the Employment Term, Kramer shall be eligible to receive an annual bonus in accordance with Griffon's 2016 Performance Bonus Plan or another plan or plans providing for annual award opportunities to senior executives. Any such bonus shall be based on the achievement of performance objectives to be determined by the Board (or the Committee) after consultation with Kramer. Such performance criteria shall be communicated to Kramer in writing within ninety (90) days after the commencement of the applicable performance period. Any bonus payable for any Fiscal Year shall be paid within sixty (60) days of the end of the Fiscal Year during which it is earned.

(b) Long-Term Bonus. Commencing with the three Fiscal Year period ending September 30, 2024, and for each three Fiscal Year period thereafter during the Employment Term, Kramer shall be eligible to receive a long-term bonus in accordance with Griffon's 2016 Performance Bonus Plan or another plan or plans providing for long-term bonus award opportunities to senior executives. Any such bonus shall be based on the achievement of performance objectives to be determined by the Board (or the Committee) after consultation with Kramer. Such performance criteria shall be communicated to Kramer in writing within ninety (90) days after the commencement of the applicable performance period. Any bonus payable for any three Fiscal Year period shall be paid within sixty (60) days of the end of the three Fiscal Year period during which it is earned.

(c) Discretionary Bonus. Kramer shall be eligible to receive additional bonuses during the Employment Term. The amount and the occasion for payment of such bonus, if any, shall be determined by the Committee in its sole discretion.

5. EQUITY AWARDS.

(a) Equity Grants. The Board (or the Committee) shall consider making equity grants to Kramer at least annually. Subject to the Committee's approval at the time of grant, it is the intention of Griffon that such awards, if any, shall, except as may be otherwise set forth in any existing or future equity award agreement between Kramer and Griffon, (i) be subject to the same terms and conditions relating to Change in Control and vesting on termination of employment as set forth in the April 1, 2008 grant of 250,000 shares of restricted stock to Kramer, or the October 1, 2008 grant of an option to purchase 350,000 shares of common stock to Kramer, as applicable; (ii) with respect to any time-based vesting conditions on restricted stock or stock units, vest on a basis that is no less favorable than the third anniversary of such subsequent grant date; and (iii) with respect to any time-based vesting conditions on options or stock appreciation rights, vest over a three year period in equal installments on each anniversary of such subsequent grant date.

(b) Registration. Griffon represents that the shares subject to the awards described in this Section 5 shall be registered on a Form S-8 or other appropriate registration statement under the Securities Act of 1933, as amended.

6. BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT; CERTAIN OTHER COSTS.

(a) Business Expenses. Kramer shall be entitled to prompt reimbursement by Griffon for all reasonable business expenses incurred by him during the Employment Term in performing services under this Agreement, upon his proper submission of such accounts and records as may be reasonably required by Griffon.

(b) Travel Expenses. Kramer shall be entitled to prompt reimbursement by Griffon for all reasonable travel expenses incurred by him during the Employment Term while performing duties on behalf of Griffon (including, without limitation, first class air travel), upon his proper submission of such accounts and records as may be reasonably required by Griffon. Subject to the foregoing, Kramer shall be subject to Griffon's policies adopted from time to time with respect to travel.

(c) Other Costs. Griffon shall reimburse Kramer for reasonable attorneys fees and expenses incurred in connection with the preparation and negotiation of this Agreement.

All reimbursements under this Section 6 shall be made as soon as practicable following submission of a reimbursement request, but no later than the end of the year following the year during which the underlying expense was incurred.

7. PERQUISITES.

During the Employment Term, Griffon shall provide Kramer with the following perquisites:

(a) an office of a size and with furnishings and other appointments, and exclusive personal secretarial and other assistance, at a level appropriate for a chief executive officer of a publicly traded corporation; and

(b) use of an automobile and driver and payment of all related expenses, including, without limitation, driver's salary, lease payments, insurance, maintenance and parking, subject to Kramer's prompt submission of such accounts and records as may be reasonably required by Griffon.

All reimbursements under this Section 7(b) shall be made as soon as practicable following submission of a reimbursement request, but no later than the end of the year following the year during which the underlying expense was incurred.

8. BENEFITS.

(a) General. During the Employment Term, Kramer shall be entitled to participate in all employee benefit plans and programs made available to Griffon's senior executives or to its employees generally, in accordance with the terms and conditions of such plans and programs and as such plans or programs may be in effect from time to time, including without limitation, pension and other retirement plans, profit-sharing plans, savings and similar plans, group life insurance, accidental death and dismemberment insurance, travel accident insurance, hospitalization insurance, surgical insurance, major and excess medical insurance, dental insurance, short-term and long-term disability insurance, sick leave (including salary continuation arrangements), holidays, vacation (not less than four weeks in any calendar year) and any other employee benefit plans or programs that may be sponsored by Griffon from time to time, including plans that supplement the above-listed plans, whether funded or unfunded; provided however, that Kramer shall not be entitled to participate in any supplemental retirement plan, any non-qualified deferred compensation plan or any retiree medical plan unless such participation is specifically designated by the Board (or the Committee); and provided further that approval by the Board (or the Committee) of this Agreement shall not constitute such designation.

(b) Medical Care Insurance. During the Employment Term, Griffon shall provide Kramer, his spouse and his dependents with hospitalization insurance, surgical insurance, major and excess major medical insurance and dental insurance in accordance with the most favorable plans, policies, programs and practices of Griffon and its Subsidiaries made available generally to all other senior executive officers of Griffon and its Subsidiaries as a group, as in effect from time to time.

(c) Life Insurance Benefit. In addition to the group life insurance available to employees generally, Griffon shall provide Kramer with an individual life insurance policy with a death benefit of at least $10,000,000. Upon cessation of Kramer's employment for any reason other than death, (i) he or his spouse shall have the right to continue such policy (so long as

permitted by, and in accordance with, the terms of such policy) by paying the premiums on a going-forward basis, and (ii) Griffon will forward to Kramer any premium or other notices Griffon receives regarding the policy, by overnight courier and email (to Kramer's personal email address).

9. TERMINATION OF EMPLOYMENT.

(a) Voluntary Termination. Kramer may terminate his employment voluntarily at any time during the Employment Term. If he does so, except for a termination due to Good Reason, he shall be entitled to receive only the compensation and benefits specified in Section 9(b).

(b) General. Notwithstanding anything to the contrary herein, in the event of any termination of Kramer's employment during the Employment Term (including by reason of his death), he shall be entitled to receive as soon as administratively feasible following such termination, but in any event, except as provided below, within fifteen (15) days thereafter (in addition to the applicable payments and benefits he may also be entitled to receive under subsections (c) through (g) below, as applicable):

(i) accrued but unpaid Salary through the date of termination;

(ii) any accrued but unused vacation;

(iii) any annual or long-term bonus earned for the Fiscal Year (or Fiscal Years) completed prior to the year of termination but not yet paid to him; and

(iv) reimbursement in accordance with Section 6 above of any expenses incurred by him through the date of termination but not yet paid to him.

Additionally, Kramer shall receive any other compensation or benefits, including, without limitation, benefits under equity grants and awards described in Section 5 above and employee benefits under plans described in Section 8 above, that have vested through the date of termination or to which he may then be entitled in accordance with the applicable terms and conditions of each grant, award or plan.

For purposes of Section 9(b)(iii) above, "earned" shall mean that all performance goals for the applicable performance period have been met and certified to by the Committee whether or not Kramer is still actually employed on the date the Committee certifies such results; provided however, that no annual (or long-term) bonus shall be deemed earned if Kramer is terminated for Cause. The Committee shall, with respect to Kramer, conduct its certification process in a manner substantially consistent with past practices and any such bonus shall be paid at the time such bonus would have been paid had Kramer been still employed by Griffon.

(c) Termination Due to Disability. If, during the Employment Term, Kramer's employment is terminated by Griffon due to Disability, he shall be entitled, in addition to the compensation and benefits specified in Section 9(h), to receive:

(i) a pro-rata bonus for the year of termination equal to the Target Bonus multiplied by a fraction, the numerator of which is the number of completed days in the Fiscal Year of Kramer's termination of employment during which Kramer was employed by Griffon and the denominator of which is 365 (the "Pro-Rata Bonus Payment"), as soon as administratively feasible following such termination, but in any event within fifteen (15) days;

(ii) severance for twelve (12) months payable in twelve (12) equal monthly installments and commencing on the first payroll period following such termination in the amount of one-twelfth the sum of (A) the Salary plus (B) the highest Combined Bonus in each of the three Fiscal Years prior to such termination (but in no event less than the Target Bonus for the year of termination), provided however, that if a termination due to Disability occurs within two years after an event described in Section 409A(a)(2)(A)(v) of the Code (a "409A CIC"), Kramer shall receive a lump sum payment of the amount described above in lieu of such monthly installments, as soon as administratively feasible following such termination, but in any event, within fifteen (15) days thereafter; and

(iii) if Kramer (or his beneficiaries) elects continued medical coverage under COBRA, Griffon shall pay for coverage under COBRA for 18 months following such termination.

(d) Termination by Griffon for Cause. Griffon may terminate Kramer's employment hereunder for Cause, provided however, that no termination for Cause shall be effective unless (i) the decision is made by a majority of the Board at a Board meeting, held for such purpose, where Kramer and his counsel had an opportunity to be heard on at least ten (10) days prior notice; (ii) Griffon gives Kramer notice of the Board's decision to terminate Kramer's employment for Cause specifying the particular act or failure to act which is the basis for such decision; and (iii) Kramer fails to cure such act or failure to act to the reasonable, good faith satisfaction of the Board within thirty (30) days after such notice. In the event that Kramer's employment is terminated for Cause, he shall be entitled to receive only the compensation and benefits specified in Section 9(b).

(e) Termination by Griffon Without Cause or by Kramer for Good Reason. If, during the Employment Term, Griffon terminates Kramer's employment without Cause or Kramer terminates his employment for Good Reason, in either such case, other than within two years after a Change in Control, he shall be entitled to receive, upon the execution and non-revocation of a release substantially in the form attached hereto as Exhibit A, but in no event later than forty-five (45) days after such termination, in addition to the compensation and benefits specified in Section 9(b):

(i) severance for twelve (12) months payable in twelve (12) equal monthly installments and commencing on the first payroll period following such termination in the amount of one-twelfth of two times the sum of (x) the Salary plus (y) the highest Combined Bonus in each of the three Fiscal Years prior to such termination (but in no event less than the Target Bonus for the year of termination);

(ii) a payment in the amount of a pro-rated portion of the bonus (including both annual bonus and long-term bonus) which would have otherwise been paid for the year of termination had Kramer's employment not been terminated, to be paid at such time as such bonus would otherwise have been paid; and

(iii) if Kramer elects to continue his medical coverage under COBRA, Griffon will pay for coverage under COBRA for 18 months following such termination.

(f) Termination by Griffon Without Cause or by Kramer for Good Reason Within Two Years After a Change in Control. If, during the Employment Term, Griffon terminates Kramer's employment without Cause or Kramer terminates his employment for Good Reason, in either such case, within two years after a Change in Control, he shall be entitled to receive, upon the execution and non-revocation of a release substantially in the form attached hereto as Exhibit A, but in no event later than forty-five (45) days after such termination, in addition to the compensation and benefits specified in Section 9(b):

(i) (x) if the Change in Control qualifies as a 409A CIC, a lump sum payment, as soon as administratively feasible following such termination, but in any event within ten (10) days thereafter, equal to three times the sum of (A) the Salary plus (B) the highest Combined Bonus in each of the three Fiscal Years prior to such termination (but in no event less than the Target Bonus for the year of termination); provided that the amount calculated for purposes of this clause (B) shall not be less than the amount as if such calculation were performed immediately prior to the Change in Control; or (y) if the Change in Control does not qualify as a 409A CIC, Kramer will receive the amount described in the foregoing clause (x) payable in twelve (12) equal monthly installments commencing as soon as administratively feasible following the date on which the release becomes effective, but in any event within ten (10) days thereafter;

(ii) a pro-rata portion of the higher of (A) the Combined Bonus for the most recently completed Fiscal Year, provided that the amount of the bonuses used for calculating the amount due under this clause (A) shall not be less than the Combined Bonus for the most recently completed Fiscal Year immediately prior to the Change in Control; or (B) the Target Bonus, to be paid as soon as administratively feasible following the date on which the release becomes effective, and in any event within ten (10) days thereafter; and

(iii) for the period commencing on the date of Kramer's termination of employment and continuing until December 31 of the second calendar year following the calendar year in which Kramer's employment terminates (the "Continuation Period"), either (x) subject to Kramer making a timely election and continued eligibility to elect benefits under COBRA and Kramer's continued payment of premiums at active employee rates, continued medical and other group health coverage for Kramer and his eligible dependents under Griffon's medical and group health plans (which expressly include Griffon's Group Health Plan, the ArmadaCare Ultimate Health Plan and the Supplemental Health Benefits Plan for Senior Executives) or (y) if Griffon determines in its sole discretion that any such coverage cannot be provided under the governing plan

documents or that providing such coverage would result in a fine, penalty or other violation of law, monthly payments equal to the premium amounts (including both employer and employee portions) or other claims paid by Griffon under such coverages; provided, however, that in the event that any such coverage is discontinued following a Change in Control or Griffon or any successor otherwise fails to provide Kramer access to such coverage following a Change in Control, Griffon shall either provide equivalent coverage, provide Kramer an amount in cash to procure equivalent coverage on an individual basis or otherwise continue to pay applicable claims that would have been reimbursed under such coverage.

(g) Vesting of Equity Upon Certain Events. Except as may be otherwise set forth in any existing or future equity award agreement between Kramer and Griffon:

(i) Termination by Griffon Without Cause or by Kramer for Good Reason. If, during the Employment Term, Griffon terminates Kramer's employment without Cause or Kramer terminates his employment for Good Reason, in either such case all of his then outstanding equity compensation awards shall immediately vest and, in the case of options, shall remain exercisable for one year after such termination of employment or the term of the option stated in the award agreement, whichever is shorter.

(ii) Change in Control, Termination Due to Death or Disability. Upon a Change in Control or a termination of Kramer's employment due to death or Disability, all Kramer's then outstanding equity compensation awards shall immediately vest and become exercisable.

(h) Specified Employee. Notwithstanding any other provision of this Agreement, if (i) Kramer is to receive payments or benefits under Section 9 by reason of his separation from service (as such term is defined in Section 409A of the Code) other than as a result of his death, (ii) Kramer is a "specified employee" within the meaning of Code Section 409A for the period in which the payment or benefits would otherwise commence, and (iii) such payment or benefit would otherwise subject Kramer to any tax, interest or penalty imposed under Section 409A of the Code (or any regulation promulgated thereunder) if the payment or benefit would commence within six months of a termination of Kramer's employment, then such payment or benefit required under Section 9 shall not commence until the first day which is at least six months after the termination of Kramer's employment. Each severance installment contemplated under this Section 9 shall be treated as a separate payment in a series of separate payments under Treasury Regulation Section 1.409A-2(b)(2)(iii). Such payments or benefits, together with simple interest calculated at the Secured Overnight Financing Rate (SOFR) as of the date of such separation from service, which would have otherwise been required to be made over such six-month period, shall be paid to Kramer in one lump sum payment or otherwise provided to Kramer as soon as administratively feasible after the first day which is at least six months after the termination of Kramer's employment. Thereafter, the payments and benefits shall continue, if applicable, for the relevant period set forth above. For purposes of this Agreement, all references to "termination of employment" and other similar language shall be deemed to refer to Kramer's

"separation from service" as defined in Treasury Regulation Section 1.409A-1(h), including, without limitation, the default presumptions thereof.

(i) Miscellaneous. For the avoidance of doubt, if applicable, Kramer shall only be entitled to receive the payments and benefits provided under Section 9(e) or 9(f), whichever is applicable, but not under both such sections. For purposes of this Section 9, "Target Bonus" shall mean 150% of Salary then in effect.

10. NO DUTY TO MITIGATE.

Kramer shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor will any payment hereunder be subject to offset in the event Kramer does receive compensation for any reason from any other source.

11. PARACHUTES.

(a) Change in Control. Upon the occurrence of a change in control or ownership (or other similar event), in the event that it would be economically advantageous for Kramer, any payments that constitute excess "parachute payments" within the meaning of Section 280G(b) of the Code (each such parachute payment, a "Parachute Payment"), shall be reduced in the aggregate by an amount that results in the receipt by Kramer on an after-tax basis (including the applicable federal, state and local income taxes, and the excise tax imposed by Section 4999 of the Code ("Excise Tax") of the greatest total Parachute Payments. Any such reduction in the preceding sentence shall be made in the following order: (i) first, any future cash payments (if any) shall be reduced (if necessary, to zero); (ii) second, any current cash payments shall be reduced (if necessary, to zero); (iii) third, all non-cash payments (other than equity or equity derivative related payments) shall be reduced (if necessary, to zero); and (iv) fourth, all equity or equity derivative payments shall be reduced.

(b) Computation. Kramer and Griffon hereby agree that the calculation of any reduction in payments contemplated by this Section 11 and any tax withholding due in connection with any Excise Tax shall be made by Golden Parachute Tax Solutions LLC (or another nationally recognized certified public accounting or professional firm that is recognized as an expert in determinations and calculations for purposes of Section 280G of the Code, selected by Griffon and consented to by Kramer, such consent not to be unreasonably withheld or delayed) (the "Calculating Firm") and the determination of any such reduction in payments or Excise Tax withholding shall be conclusive and binding on Kramer absent manifest error. All fees and expenses of the Calculating Firm shall be borne solely by Griffon. Prior to any reduction in payments contemplated by this Section 11, Griffon shall provide Kramer with a report setting forth its calculations and the amount of such reduction, along with adequate supporting information.

12. CONFIDENTIAL INFORMATION.

(a) Kramer shall not, during the Employment Term and at any time thereafter, without the prior express written consent of Griffon, directly or indirectly divulge, disclose or make available or accessible any Confidential Information (as defined below) to any person, firm, partnership, corporation, trust or any other entity or third party (other than when required to do so in good faith to perform his duties and responsibilities under this Agreement or when (i) required to do so by a lawful order of a court of competent jurisdiction, any governmental authority or agency, or any recognized subpoena power, or (ii) necessary to prosecute his rights against Griffon or its Affiliates or to defend himself against any allegations). Kramer shall also proffer to the Board's designee, no later than the effective date of any termination of his employment with Griffon for any reason, and without retaining any copies, notes or excerpts thereof, all memoranda, computer disks or other media, computer programs, diaries, notes, records, data, customer or client lists, marketing plans and strategies, and any other documents consisting of or containing Confidential Information that are in Kramer's actual or constructive possession or which are subject to his control at such time. For purposes of this Agreement, "Confidential Information" shall mean all information respecting the business and activities of Griffon, or any Affiliate of Griffon, including, without limitation, the clients, customers, suppliers, employees, consultants, computer or other files, projects, products, computer disks or other media, computer hardware or computer software programs, inventions, trade secrets, marketing plans, financial information, methodologies, know-how, processes, practices, approaches, projections, forecasts, formats, systems, data gathering methods and/or strategies of Griffon or any Affiliate. Notwithstanding the immediately preceding sentence, Confidential Information shall not include any information that is, or becomes, generally available to the public (unless such availability occurs as a result of Kramer's breach of any portion of this Section 12).

(b) Kramer understands and agrees that the rights and obligations set forth in this Section 12 shall extend beyond the Employment Term.

13. OTHER RESTRICTIVE COVENANTS.

(a) Non-Solicitation. During the Employment Term and for twelve (12) months following any termination of Kramer's employment with Griffon, Kramer shall not (except on Griffon's behalf), directly or indirectly, on his own behalf or on behalf of any other person, firm, partnership, corporation or other entity, solicit, induce, or attempt to cause any employee or consultant of Griffon or its Affiliates to leave Griffon or the Affiliate; provided however, that any general solicitations for employment not specifically directed at Griffon shall not be deemed to be in breach of this provision.

(b) Non-Competition. During the Employment Term and for twelve (12) months following any termination of Kramer's employment with Griffon, Kramer shall not, directly or indirectly, engage, without the consent of Griffon, in any business or activity, whether as an employee, consultant, partner, principal, agent, representative, stockholder or in any other capacity, or render any services or provide any advice to any business, activity, person or entity which competes with any of the businesses of Griffon; provided, however, that Kramer's

ownership of not more than five percent (5%) of the stock of any publicly-traded corporation shall not be a violation of this Section 13. Kramer acknowledges that his skills are such that he can be gainfully employed in noncompetitive employment and that the agreement not to compete will in no way prevent him from earning a living.

(c) Inventions. Each Invention (as defined below) made, conceived or first actually reduced to practice by Kramer, whether alone or jointly with others, during the Employment Term, shall be promptly disclosed in writing to the Board. Such report shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art of which the invention pertains, a clear understanding of the nature, purpose, operations, and, to the extent known, the physical, chemical, biological or other characteristics of the Invention. As used in this Agreement, "Invention" means any invention, discovery or innovation with regard to any facet of Griffon's business whether or not patentable, made, conceived, or first actually reduced to practice by Kramer, alone or jointly with others, in the course of, in connection with, or as a result of service as an employee of Griffon, including any art, method, process, machine, manufacture, design or composition of matter, or any improvement thereof. Each Invention, as herein defined, shall be the sole and exclusive property of Griffon. Kramer agrees to execute an assignment to Griffon or its nominee of Kramer's entire right, title and interest in and to any Invention, without compensation beyond that provided in this Agreement. Kramer further agrees, upon the request of Griffon and at its expense, that Kramer will execute any other instrument and document necessary or desirable in applying for and obtaining patents in the United States and in any foreign country with respect to any Invention. Kramer further agrees, to the extent it does not substantially interfere with any subsequent employment or business activities, whether or not Kramer is then an employee of Griffon, to reasonably cooperate to the extent and in the manner reasonably requested by Griffon in the prosecution or defense of any claim involving a patent covering any Invention or any litigation or other claim or proceeding involving any Invention covered by this Agreement, but all expenses thereof shall be paid by Griffon.

(d) Kramer understands and agrees that the rights and obligations set forth in this Section 13 shall extend beyond the Employment Term.

14. REMEDIES/SANCTIONS.

Kramer acknowledges that the services he is to render under this Agreement are of a unique and special nature, the loss of which cannot reasonably or adequately be compensated for in monetary damages, and that irreparable injury and damage may result to Griffon in the event of any breach of this Agreement or default by Kramer. Because of the unique nature of the Confidential Information and the importance of the prohibitions against competition and solicitation, Kramer further acknowledges and agrees that Griffon will suffer irreparable harm if he fails to comply with his obligations under Section 12 above and/or Section 13 above and that monetary damages would be inadequate to compensate Griffon for any such breach. Accordingly, Kramer agrees that, in addition to any other remedies available to either Party at law, in equity or otherwise, Griffon will be entitled to seek injunctive relief or specific

performance to enforce the terms, or prevent or remedy the violation, of any provisions of this Agreement.

15. WITHHOLDING TAXES.

All payments to Kramer or under this Agreement shall be subject to withholding on account of federal, state and local taxes as required by law.

16. INDEMNIFICATION AND LIABILITY INSURANCE.

During the Employment Term, Griffon shall provide Kramer with a standard indemnification agreement which shall provide that Kramer shall be indemnified to the fullest extent permitted by applicable law and shall provide for the advancement of expenses if Kramer shall have delivered in writing to Griffon (a) an undertaking to reimburse Griffon for expenses with respect to which Kramer is not entitled to indemnification; and (b) an affirmation of his good faith belief that the standard of conduct necessary for indemnification by Griffon has been met. Griffon shall cause Kramer to be covered at all times during the Employment Term by directors' and officers' liability insurance as Griffon shall from time to time obtain, but in no event shall Kramer's coverage be less than that provided to any other director or officer of Griffon. Griffon shall continue to indemnify Kramer as provided above and maintain such liability insurance coverage for him after the Employment Term for any claims that may be made against him with respect to his service as a director or officer of Griffon. In the event Griffon does not utilize a standard indemnification agreement, Griffon shall indemnify Kramer to the fullest extent permitted by applicable law.

17. ASSIGNABILITY; BINDING NATURE.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs (in the case of Kramer) and assigns. No rights or obligations of the Parties under this Agreement may be assigned without the written consent of both Parties, except by will or the laws of descent and distribution.

18. REPRESENTATIONS.

The Parties respectively represent and warrant that each is fully authorized and empowered to enter into this Agreement and that the performance of its or his obligations, as the case may be, under this Agreement will not violate any agreement between such Party and any other person, firm or organization. Griffon represents and warrants that this Agreement has been duly authorized by all necessary corporate action and is valid, binding and enforceable in accordance with its terms.

19. ENTIRE AGREEMENT.

Except to the extent otherwise provided herein, this Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, whether written or oral, between the Parties concerning the

subject matter hereof (including, without limitation, the Prior Agreement). Unless otherwise expressly determined by the Board or the Committee in its sole discretion after the Effective Date, payments and benefits provided under this Agreement are in lieu of any payments or other benefits under any severance program or policy of Griffon to which Kramer would otherwise be entitled.

20. <u>AMENDMENT OR WAIVER.</u>

No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by both Kramer and an authorized officer of Griffon. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Party to be charged with the waiver. No delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

21. <u>SEVERABILITY.</u>

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

22. <u>SURVIVAL.</u>

The respective rights and obligations of the Parties hereunder shall survive the termination of this Agreement, the termination of the Employment Term and the termination of Kramer’s employment with Griffon for any reason, to the extent necessary to the intended provision of such rights and the intended performance of such obligations.

23. <u>GOVERNING LAW/JURISDICTION.</u>

This Agreement shall be governed by and construed and interpreted in accordance with the laws of New York, without reference to principles of conflict of laws. Any action or proceeding not subject to arbitration under Section 25 must be brought solely in a state or federal court in New York County, New York. The Parties consent to the personal jurisdiction of such courts, and waive any objections based on *forum non conveniens*.

24. <u>NO CONFLICTS.</u>

Kramer represents that (a) his employment hereunder and performance of his duties hereunder will not conflict with or result in the breach by him of any agreement to which he is a party or by which he may be bound; (b) his employment with Griffon will not violate any non-solicitation or other similar covenant or agreement by which he is bound; and (c) in connection with his employment with Griffon, he will not use any confidential or proprietary information he may have obtained in connection with his employment with any prior employer.

25. ARBITRATION; COSTS OF DISPUTES.

Any contest or dispute arising out of or relating to the terms of this Agreement and/or Kramer's employment with Griffon shall be submitted to binding arbitration for resolution in New York, New York, in accordance with the Employment Arbitration Rules of JAMS then in effect. In the event of such dispute, Griffon shall pay all of the legal fees and expenses incurred by Kramer in such dispute, if Kramer substantially prevails in such contest or dispute. The arbitration award shall be final and binding upon the Parties, and the federal and state courts sitting in New York County, New York, shall have exclusive jurisdiction to confirm or modify such award. Thereafter, any court of competent jurisdiction may enter judgment upon the arbitration award.

26. NOTICES.

Any notice given to either Party shall be in writing and shall be deemed to have been given when delivered either personally, by email, by overnight delivery service (such as Federal Express) or sent by certified or registered mail postage prepaid, return receipt requested, duly addressed to the Party concerned at the address indicated below or to such changed address as the Party may subsequently give notice of.

If to Griffon or the Board:

Griffon Corporation
712 Fifth Avenue
New York, NY 10019
Attention: General Counsel
Telephone: (212) 957-5000
Email: kaplan@griffon.com

With a copy to:

Andrew Braid, Esq.
Dechert LLP
2929 Arch Street
Philadelphia, PA 19104

Telephone: (215) 994-2613
Email: andrew.braid@dechert.com

If to Kramer, the address Griffon has on file.

With a copy to:

Steven Pesner, Esq.
Lance J. Gotko, Esq.
Friedman Kaplan Seiler Adelman & Robbins LLP
7 Times Square
New York, NY 10036
Telephone: (212) 833-1100
Email: spesner@fklaw.com
lgotko@fklaw.com

27. HEADINGS.

The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

28. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

29. MISCELLANEOUS.

With respect to any provision of this Agreement that provides for reimbursement or in-kind benefits that are subject to Section 409A of the Code, (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any calendar year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (ii) Kramer's right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit and (iii) the reimbursement of an eligible expense shall be made as soon as practicable after Kramer submits evidence satisfactory to Griffon of the incurrence of such expense, but not later than December 31 of the calendar year following the calendar year in which the expense was incurred.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

GRIFFON CORPORATION

By: /s/ Seth L. Kaplan
Name: Seth L. Kaplan
Title: Senior Vice President

EXECUTIVE

By: _/s/ Ronald J. Kramer_______________
Ronald J. Kramer

EXHIBIT A

General Release

IN CONSIDERATION OF good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained in the Amended and Restated Employment Agreement, dated as of May 8, 2024, (the "Agreement") by and between Ronald J. Kramer (the "Executive") and Griffon Corporation (the "Company"), the Executive on behalf of himself and his heirs, executors, administrators, and assigns, releases and discharges the Company and its past present and future subsidiaries, divisions, affiliates and parents, and their respective current and former officers, directors, employees, agents, and/or owners, and their respective successors, and assigns and any other person or entity claimed to be jointly or severally liable with the Company or any of the aforementioned persons or entities (the "Released Parties") from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, and demands whatsoever ("Losses") which the Executive and his heirs, executors, administrators, and assigns have, had, or may hereafter have, against the Released Parties or any of them arising out of or by reason of any cause, matter, or thing whatsoever from the beginning of the world to the date hereof, relating to the Executive's employment by the Company and the cessation thereof, and any and all matters arising under any federal, state, or local statute, rule, or regulation, or principle of contract law or common law relating to the Executive's employment by the Company and the cessation thereof, including but not limited to, the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. §§ 2601 et seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000 et seq., the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 et seq. (the "ADEA"), the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq., the Worker Adjustment and Retraining Notification Act of 1988, as amended, 29 U.S.C. §§2101 et seq., the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 et seq., the New York State and New York City Human Rights Laws, the New York Labor Laws, and any other equivalent or similar federal, state, or local statute; provided, however, that the Executive does not release or discharge the Released Parties from (i) any rights to any payments, benefits or reimbursements due to the Executive under the Agreement; (ii) any rights of the Executive to indemnification under the Agreement (or the standard form of agreement, if any, entered into with the Executive pursuant to the Agreement) or under any applicable directors' and officers' liability insurance policies maintained by the Company; (iii) any rights to any vested benefits due to the Executive under any employee benefit plans sponsored or maintained by the Company; (iv) any rights of the Executive as a shareholder of the Company; or (v) any rights to indemnification or advancement of costs under applicable law or the Company's (or any of its subsidiaries') governing instruments or rights under any applicable director's and officer's liability insurance policy. It is understood that nothing in this general release is to be construed as an admission on behalf of the Released Parties of any wrongdoing with respect to the Executive, any such wrongdoing being expressly denied.

The Executive represents and warrants that he fully understands the terms of this General Release, that he has been encouraged to seek, and has sought, the benefit of advice of legal counsel, and that he knowingly and voluntarily, of his own free will, without any duress, being fully informed, and after due deliberation, accepts its terms and signs below as his own free act. Except as otherwise provided herein, the Executive understands that as a result of executing this General Release, he will not have the right to assert that the Company or any other of the Released Parties unlawfully terminated his employment or violated any of his rights in connection with his employment or otherwise.

The Executive further represents and warrants that he has not filed, and will not initiate, or cause to be initiated on his behalf any complaint, charge, claim, or proceeding against any of the Released Parties before any federal, state, or local agency, court, or other body relating to any claims barred or released in this General Release thereof, and will not voluntarily participate in such a proceeding. However, nothing in this General Release shall preclude or prevent the Executive from filing a claim, which challenges the validity of this General Release solely with respect to the Executive's waiver of any Losses arising under the ADEA. The Executive shall not accept any relief obtained on his behalf by any government agency, private party, class, or otherwise with respect to any claims covered by this General Release.

The Executive may take twenty-one (21) days to consider whether to execute this General Release. Upon the Executive's execution of this general release, the Executive will have seven (7) days after such execution in which he may revoke such execution. In the event of revocation, the Executive must present written notice of such revocation to the office of the Company. If seven (7) days pass without receipt of such notice of revocation, this General Release shall become binding and effective on the eighth (8th) day after the execution hereof (the "Effective Date").

INTENDING TO BE LEGALLY BOUND, I hereby set my hand below:

EXECUTIVE

____
Ronald J. Kramer

Dated:

Exhibit 10.4

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement"), is made and entered into as of May 8, 2024 (the "Effective Date"), by and between Griffon Corporation, a Delaware corporation, with its principal office located at 712 Fifth Avenue, New York, NY 10019 (together with its successors and assigns permitted under this Agreement, "Griffon") and Robert F. Mehmel ("Mehmel").

W I T N E S S E T H:

WHEREAS, Griffon has determined that it is in the best interests of Griffon and its stockholders to continue to employ Mehmel as its President and Chief Operating Officer;

WHEREAS, Griffon wishes to assure itself of the services of Mehmel for the period hereinafter provided, and Mehmel is willing to be employed by Griffon for said period, upon the terms and conditions provided in this Agreement; and

WHEREAS, Griffon and Mehmel desire to replace and supersede, in its entirety, that certain Employment Agreement between Griffon and Mehmel dated December 2, 2012, as amended by that certain Amendment No. 1 to Employment Agreement dated November 14, 2022 (collectively, the "Prior Agreement");

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, Griffon and Mehmel (individually a "Party" and together the "Parties") agree as follows:

1. DEFINITIONS.

(a) "Affiliate" means any person or entity controlling, controlled by or under common control with Griffon.

(b) "Board" shall mean the Board of Directors of Griffon.

(c) "Cause" shall mean:

(i) Mehmel's willful refusal to perform his material duties as defined herein (other than as a result of total or partial incapacity due to physical or mental illness),

(ii) theft or embezzlement of Griffon property or dishonesty in the performance of Mehmel's duties,

(iii) Mehmel's conviction of, or plea of guilty or nolo contendere to (x) a felony under the laws of the United States or any state thereof or (y) a crime involving moral turpitude,

(iv) Mehmel's willful misconduct or gross negligence in connection with Mehmel's duties hereunder or any act or omission which, in each case, is materially injurious to the financial condition or business reputation of Griffon or any of its subsidiaries or Affiliates. For purposes of Section 1(c)(i) and (iv), no act or failure to act on the part of Mehmel shall be considered "willful" unless it is committed, or omitted to be done, by him in bad faith or without reasonable belief that his action or omission was in the best interests of Griffon, and/or

(v) any material breach of the Agreement by Mehmel.

Notwithstanding the foregoing, no act or failure to act (to the extent curable) shall constitute Cause unless Griffon gives Mehmel written notice within one hundred and twenty (120) days after the Board (or, as applicable, the Post-CIC Board, as defined below) acquires actual knowledge of the occurrence of the act or failure to act which Griffon believes constitutes the basis for Cause, specifying the particular act or failure to act which Griffon believes constitutes the basis for Cause. If Mehmel fails to cure such act or failure to act within thirty (30) days after receipt of such notice, Mehmel's employment shall be deemed terminated for Cause; provided, however, that notwithstanding the foregoing, during the 24 months immediately following a Change in Control, a termination of Mehmel's employment will not be deemed to be for "Cause" unless (i) Mehmel has had an opportunity to be heard, with counsel, by the board of directors or other governing body of the corporation or other entity surviving such Change in Control (or the board of the applicable parent entity of such surviving entity) (the "Post-CIC Board") and (ii) the Post-CIC Board has approved the classification of Mehmel's termination as being for "Cause" by a vote of at least two-thirds of the members of the Post-CIC Board.

(d) "Change in Control" shall mean the occurrence of any of the following events after the Effective Date:

(i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of Griffon ("Outstanding Common Stock") or (B) the combined voting power of the then-outstanding voting securities of Griffon entitled to vote generally in the election of directors ("Outstanding Voting Securities"); provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (w) any acquisition directly from Griffon or any Affiliate, (x) any acquisition by Griffon or any Affiliate, (y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Griffon or any of its Affiliates or (z) any acquisition pursuant to a transaction that meets the conditions of each of Sections 1(d)(iii)(A), 1(d)(iii)(B) and 1(d)(iii)(C);

(ii) individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided*, *however*, that any individual whose election to the Board, or nomination for election by Griffon's stockholders, is approved by a vote of at least a majority of the

directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) the consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving Griffon or any of its subsidiaries, or a sale or other disposition of all or substantially all of the assets of Griffon, in a single transaction or series of related transactions, or the acquisition of assets or securities of another entity by Griffon or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Common Stock and the Outstanding Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 70% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns Griffon or all or substantially all of Griffon's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Common Stock and the Outstanding Voting Securities, as the case may be, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of Griffon or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of Griffon of a complete liquidation or dissolution of Griffon, or a sale (whether direct or indirect) of all or substantially all of the assets of Griffon or of Griffon's subsidiaries in a single transaction or series of related transactions (except pursuant to an acquisition described in Sections 1(d)(i)(x) or 1(d)(i)(y)).

Notwithstanding the foregoing, a Change in Control shall not include any event, circumstance or transaction that results from an action of any Person, entity or group

which includes, is affiliated with or is wholly or partly controlled by one or more executive officers of Griffon and in which Mehmel participates directly or actively (other than a renegotiation of his employment arrangements or in his capacity as an employee of Griffon or any successor entity thereto or to the business of Griffon).

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(f) "Combined Bonus," with respect to any Fiscal Year, shall mean the sum of (i) the bonus (or bonuses) paid to Mehmel in respect of, or during, such Fiscal Year, and (ii) any long-term bonus paid to Mehmel with respect to a period ending with such Fiscal Year; provided that a bonus paid in respect of a Fiscal Year, or with respect to a period ending with a Fiscal Year, shall be part of the Combined Bonus for such Fiscal Year, and shall not be part of the Combined Bonus for the next succeeding Fiscal Year (notwithstanding when such bonus is actually paid).

(g) "Committee" shall mean the Compensation Committee of the Board.

(h) "Employment Term" shall have the meaning specified in Section 2(b) below.

(i) "Disability" shall mean the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of Griffon.

(j) "Fiscal Year" shall mean the 12-month period beginning on October 1 and ending on the next subsequent September 30, or such other 12-month period as may constitute Griffon's fiscal year at any time hereafter.

(k) "Good Reason" shall mean the occurrence of any of the following events without Mehmel's prior written consent:

(i) the failure of Griffon to pay Mehmel's Salary or annual bonus when due and if earned, other than an inadvertent administrative error or failure,

(ii) a reduction by Griffon in Mehmel's Salary, target annual bonus amount or target long-term bonus amount, other than a percentage reduction applied equally to all senior executives that does not exceed 10% of any such component of compensation,

(iii) a material diminution in Mehmel's authority, position (including status, office, title or reporting requirement) or responsibilities from those described herein (whether or not occurring solely as a result of Griffon ceasing to be a publicly traded entity or a Change in Control; provided, however, that a continuation by Mehmel as the President and Chief Operating Officer of Griffon (or a successor company) following the consummation of a transaction of the type described in the last sentence of Section 1(d) of this Agreement shall not, by itself, be deemed to be a material diminution in Mehmel's authority, position or responsibilities that would constitute "Good Reason" as set forth in this clause 1(k)(iii)), including, without limitation, (A) the appointment of another person to the position of President or Chief Operating Officer or (B) Mehmel ceasing to report to the Chief Executive Officer of Griffon,

(iv) a requirement that Mehmel provide services on a regular basis at a location that is more than 35 miles from the Griffon offices at which Mehmel currently works,

(v) any material breach of the Agreement by Griffon, or

(vi) a failure of Griffon to have any successor assume in writing the obligations under the Agreement, unless such obligations are otherwise assumed by the successor by operation of law.

Notwithstanding the foregoing, none of these events shall constitute Good Reason unless Mehmel gives Griffon written notice within ninety (90) days after the occurrence of the event which Mehmel believes constitutes the basis for Good Reason, specifying the particular act or failure to act which Mehmel believes constitutes the basis for Good Reason. If Griffon fails to cure such act or failure to act within thirty (30) days after receipt of such notice, Mehmel may terminate his employment for Good Reason.

(l) "Salary" shall mean the annual salary provided for in Section 3 below, as adjusted from time to time.

2. EMPLOYMENT TERM, POSITIONS AND DUTIES.

(a) Employment of Mehmel. Griffon hereby employs Mehmel, and Mehmel hereby accepts employment with Griffon, in the positions and with the duties and responsibilities set forth below and upon such other terms and conditions as are hereinafter stated. Mehmel shall render services to Griffon principally at Griffon's corporate headquarters, but he shall do such traveling on behalf of Griffon as shall be reasonably required in the course of the performance of his duties hereunder.

(b) Employment Term. The terms of this Agreement shall be effective as of the Effective Date, and Mehmel's employment with Griffon shall continue until terminated by either Party in accordance with the provisions of Section 9. The entire duration of Mehmel's employment with Griffon hereunder shall hereinafter be referred to as the "Employment Term."

(c) Titles and Duties. During the Employment Term, Mehmel shall (i) have the titles of President and Chief Operating Officer, (ii) report to Griffon's Chief Executive Officer, (iii) be responsible for, and, along with Griffon's Chief Executive Officer, have authority over all operational activities, including, without limitation (A) developing Griffon's operational business strategies and tactics, (B) establishing best practices, and guiding and aligning Griffon's personnel with those best practices and Griffon's business goals and strategies, (C) monitoring staffing, facility planning, knowledge skills, expectations and motivation to fulfill Griffon's organizational needs, including planning and prioritizing customer, employee and organizational requirements, (D) driving performance and the related measurement thereof and coordinating environmental, health and safety compliance and (E) coordinating due diligence and related activities in connection with acquisitions and divestitures and (iv) have such other duties and responsibilities as are assigned to Mehmel by Griffon's Chief Executive Officer or Griffon's Board of Directors (not inconsistent in any significant respect with the duties and responsibilities typically assigned to the president and chief operating officer of a publicly-traded corporation).

(d) Time and Effort. Mehmel shall devote his best efforts and abilities, and all of his business time, to the performance of his duties under the Agreement; provided that he shall, to the extent same does not substantially interfere with the performance of his duties hereunder, be permitted to: (i) serve on civic boards and committees and, with the prior written consent of the Board, corporate boards, (ii) deliver lectures, fulfill speaking engagements or teach at educational institutions, and (iii) manage personal and family investments.

3. SALARY.

(a) Mehmel shall receive from Griffon a Salary, payable in accordance with the regular payroll practices of Griffon, in an amount of $1,114,074 per annum. During the Employment Term, Mehmel shall be eligible for periodic annual increases in Salary, in the sole discretion of the Committee.

4. BONUSES.

(a) Annual Bonus. For the Fiscal Year ending September 30, 2024 and for each subsequent Fiscal Year during Mehmel's employment, Mehmel will be eligible to receive a performance based bonus as determined by Griffon's Compensation Committee (the "Committee") based upon the achievement of specified performance objectives, as established and certified by the Committee in accordance with Griffon's 2016 Performance Bonus Plan, or any successor plan. The Chief Executive Officer will recommend to the Committee that, under the 2016 Performance Bonus Plan, or any successor plan, Mehmel's potential annual bonus awards at the specified minimum, target, superior and maximum performance levels be no less than 25% of the potential bonus award amounts established for the Chief Executive Officer (and that in no event will Mehmel's (i) target bonus opportunity for any fiscal year, when added together with any target long-term performance bonus opportunity for which Mehmel is eligible with respect to which the relevant performance period ends with such fiscal year, be less than 100% of Mehmel's Salary (the "Target Bonus") and (ii) maximum bonus opportunity for any fiscal year, when added together with any target long-term performance bonus opportunity for

which Mehmel is eligible with respect to which the relevant performance period ends with such fiscal year, be less than 200% of Mehmel's Salary). Actual bonus amounts shall be subject to determination, certification and approval of the Committee prior to payment. Such performance-based bonus, if any, shall be paid following the close of the Fiscal Year to which it relates at such time as Griffon pays bonuses with respect to such Fiscal Year to its executives generally, but in no event later than March 15 of the immediately following calendar year.

(b) Discretionary Bonus. Mehmel shall be eligible to receive additional bonuses during the Employment Term. The amount and the occasion for payment of such bonuses, if any, shall be determined by the Committee in its sole discretion.

5. EQUITY AWARDS.

Mehmel will be eligible to receive annual grants of restricted stock and/or options, the amount and frequency of which shall be determined by the Committee in its sole discretion.

6. BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT; CERTAIN OTHER COSTS.

Mehmel shall be entitled to prompt reimbursement by Griffon for all reasonable business expenses incurred by him during the Employment Term in performing services under this Agreement, upon his proper submission of such accounts and records as may be reasonably required by Griffon. All reimbursements under this Section 6 shall be made as soon as practicable following submission of a reimbursement request, but no later than the end of the year following the year during which the underlying expense was incurred. The amount of such expenses reimbursable or in-kind benefits provided in any one calendar year shall not affect the expenses eligible for reimbursement or the in-kind benefits to be provided in any other calendar year, and no right to reimbursement of expenses or in-kind benefits under this Agreement shall be subject to liquidation or exchange for any other benefit.

7. PERQUISITES.

During the Employment Term, Griffon shall provide Mehmel with an automobile allowance of $2,000 per month and shall reimburse or pay all other reasonable or necessary expenses related to the operation of such automobile, including, without limitation, insurance, maintenance and parking, subject to Mehmel's prompt submission of such accounts and records as may be reasonably required by Griffon. All reimbursements or payments under this Section 7 shall be made as soon as practicable following submission of a reimbursement request, but no later than the end of the year following the year during which the underlying expense was incurred. The amount of such expenses reimbursable or in-kind benefits provided in any one calendar year shall not affect the expenses eligible for reimbursement or the in-kind benefits to be provided in any other calendar year, and no right to reimbursement of expenses or in-kind benefits under this Agreement shall be subject to liquidation or exchange for any other benefit.

8. BENEFITS.

(a) General. During the Employment Term, Mehmel will be eligible to participate in all welfare benefit plans and tax-qualified pension plans of Griffon as are generally available to Griffon's other similarly situated executives in accordance with the terms and provisions of such plans, including without limitation, profit-sharing plans, savings and similar plans, group life insurance, accidental death and dismemberment insurance, travel accident insurance, hospitalization insurance, surgical insurance, major medical insurance, dental insurance, short-term and long-term disability insurance, sick leave, holidays, vacation (four weeks per calendar year, to be taken in accordance with Griffon's policy) and any other employee benefit plans or programs that may be sponsored by Griffon from time to time; provided, however, that Mehmel shall not be eligible to receive benefits or payments under any severance plan, program or arrangement of Griffon other than those benefits Mehmel may become entitled to receive, as the case may be, under this Agreement.

(b) Life Insurance Benefit. During the Employment Term, in addition to the group life insurance available to employees generally, Griffon shall provide Mehmel with company-paid term life insurance coverage with a face amount equal to three times his Salary.

9. TERMINATION OF EMPLOYMENT.

(a) Voluntary Termination. Mehmel may terminate his employment voluntarily at any time during the Employment Term. If he does so, except for Good Reason, he shall be entitled to receive only the compensation and benefits specified in Section 9(b).

(b) General. Notwithstanding anything to the contrary herein, in the event of any termination of Mehmel's employment during the Employment Term (including by reason of his death), he shall be entitled to receive as soon as administratively feasible following such termination, but in any event, except as provided below, within fifteen (15) days thereafter (in addition to the applicable payments and benefits he may also be entitled to receive under subsections (c) through (h) below, as applicable):

(i) accrued but unpaid Salary through the date of termination;

(ii) any accrued but unused vacation;

(iii) any annual bonus earned for the Fiscal Year completed prior to the year of termination but not yet paid to him; and

(iv) reimbursement in accordance with Sections 6 and 7 above of any expenses incurred by him through the date of termination but not yet paid to him.

Additionally, Mehmel shall receive any other compensation or benefits, including, without limitation, benefits under any outstanding equity grants and awards granted pursuant to Section 5 above and employee benefits under plans described in Section 8 above, that have vested through

the date of termination or to which he may then be entitled in accordance with the applicable terms and conditions of each grant, award or plan.

(c) Termination Due to Disability. If, during the Employment Term, Mehmel's employment is terminated by Griffon due to Disability, he shall be entitled, in addition to the compensation and benefits specified in Section 9(b), to receive:

(i) a pro-rata bonus for the year of termination equal to the Target Bonus multiplied by a fraction, the numerator of which is the number of completed days in the Fiscal Year of Mehmel's termination of employment during which Mehmel was employed by Griffon and the denominator of which is 365, as soon as administratively feasible following such termination, but in any event within fifteen (15) days thereafter;

(ii) severance equal to nine months' Salary payable in nine (9) equal monthly installments and commencing on the first payroll period following such termination; provided, however, that, if and to the extent necessary to avoid the imposition of any taxes imposed under Section 409A of the Code, such nine months of continued Salary shall be payable over eighteen months (instead of over nine months); and

(iii) if Mehmel (or his beneficiaries) elects continued medical coverage under COBRA, Griffon shall pay for coverage under COBRA for nine (9) months following such termination.

(d) Termination due to Death. If, during the Employment Term, Mehmel's employment is terminated due to Mehmel's death, he shall be entitled, in addition to the compensation and benefits specified in Section 9(b), to receive a pro-rata bonus for the year of termination equal to the Target Bonus multiplied by a fraction, the numerator of which is the number of completed days in the Fiscal Year of Mehmel's termination of employment during which Mehmel was employed by Griffon and the denominator of which is 365, as soon as administratively feasible following such termination, but in any event within fifteen (15) days thereafter.

(e) Termination by Griffon for Cause. Griffon may terminate Mehmel's employment hereunder for Cause. In the event that Mehmel's employment is terminated for Cause, he shall be entitled to receive only the compensation and benefits specified in Section 9(b).

(f) Termination by Griffon Without Cause or by Mehmel for Good Reason. Griffon may terminate Mehmel's employment hereunder without Cause and Mehmel may terminate his employment hereunder for Good Reason. If, during the Employment Term, Griffon terminates Mehmel's employment without Cause or Mehmel terminates his employment for Good Reason, in either such case, other than within two years after a Change in Control, he shall be entitled to receive, subject to the execution and non-revocation of a release substantially in the form attached hereto as Exhibit B no later than sixty (60) days after such termination and

to Mehmel's continued compliance with the restrictive covenants contained in Sections 12 and 13, in addition to the compensation and benefits specified in Section 9(b):

(i) continued Salary for eighteen (18) months payable in eighteen (18) equal monthly installments and commencing as soon as administratively feasible following the date on which the release becomes effective, but in any event within ten (10) days thereafter;

(ii) an amount equal to one and one-half (1.5) times the average of the Combined Bonuses paid to Mehmel in the three-year period immediately prior to such termination, which amount will be paid in eighteen (18) equal monthly installments commencing as soon as administratively feasible following the date on which the release becomes effective, but in any event within ten (10) days thereafter; and

(iii) if Mehmel (or his beneficiaries) elect continued medical coverage under COBRA, Griffon will pay for coverage under COBRA for 18 months following such termination.

(iv) Notwithstanding the foregoing, if the sixty (60) day period described above begins in one calendar year and ends in the next calendar year, then any payments or benefits described above that, but for this subsection (iv), would have been paid in the first calendar year will instead be paid in a lump sum on or within ten (10) days following the first day of the second calendar year, with any other payments to be made as though no such delay had occurred.

(g) Termination by Griffon Without Cause or by Mehmel for Good Reason Within Two Years After a Change in Control. If, during the Employment Term, Griffon terminates Mehmel's employment without Cause or Mehmel terminates his employment for Good Reason, in either such case, within two years after a Change in Control, he shall be entitled to receive, subject to the execution and non-revocation of a release substantially in the form attached hereto as Exhibit B no later than sixty (60) days after such termination and to Mehmel's continued compliance with the restrictive covenants contained in Sections 12 and 13, in addition to the compensation and benefits specified in Section 9(b):

(i) (x) if the Change in Control satisfies the requirements of Section 1.409A-3(i)(5)(v), (vi) or (vii) of the Code (a "409A Change in Control"), a lump sum payment, as soon as administratively feasible following the date on which the release becomes effective, but in any event within ten (10) days thereafter, equal to two and one-half (2.5) times the sum of (A) the Salary (but in no event less than Mehmel's Salary in effect immediately prior to the Change in Control) plus (B) the average of the Combined Bonuses paid to Mehmel in each of the three Fiscal Years prior to such termination; provided that the amount calculated for purposes of this clause (B) shall not be less than the amount as if such calculation were performed immediately prior to the Change in Control; or (y) if the Change in Control does not qualify as a 409A Change in Control, Mehmel will receive the amount described in the foregoing clause (x) payable in eighteen (18) equal monthly installments commencing as soon as administratively feasible

following the date on which the release becomes effective, but in any event within ten (10) days thereafter;

(ii) a pro-rata portion of the higher of (A) the Combined Bonus for the most recently completed Fiscal Year, provided that the amount of the bonuses used for calculating the amount due under this clause (A) shall not be less than the Combined Bonus for the complete Fiscal Year immediately prior to the Change in Control; or (B) the Target Bonus, to be paid as soon as administratively feasible following the date on which the release becomes effective, but in any event within ten (10) days thereafter; and

(iii) for the period commencing on the date of Mehmel's termination of employment and continuing until December 31 of the second calendar year following the calendar year in which Mehmel's employment terminates (the "Continuation Period"), either (x) subject to Mehmel making a timely election and continued eligibility to elect benefits under COBRA and Mehmel's continued payment of premiums at active employee rates, continued medical and other group health coverage for Mehmel and his eligible dependents under Griffon's medical and group health plans (which expressly include Griffon's Group Health Plan, the ArmadaCare Ultimate Health Plan and the Supplemental Health Benefits Plan for Senior Executives) or (y) if Griffon determines in its sole discretion that any such coverage cannot be provided under the governing plan documents or that providing such coverage would result in a fine, penalty or other violation of law, monthly payments equal to the premium amounts (including both employer and employee portions) or other claims paid by Griffon under such coverages; provided, however, that in the event that any such coverage is discontinued following a Change in Control or Griffon or any successor otherwise fails to provide Mehmel access to such coverage following a Change in Control, Griffon shall either provide equivalent coverage, provide Mehmel an amount in cash to procure equivalent coverage on an individual basis or otherwise continue to pay applicable claims that would have been reimbursed under such coverage.

Notwithstanding the foregoing, if the sixty (60) day period described above in this Section 9(g) or Section 9(f) begins in one calendar year and ends in the following calendar year, then any payments or benefits described above that, but for this subsection (iv), would have been paid in the first calendar year will instead be paid in a lump sum on or within ten (10) days after the first day of the second calendar year, with any other payments to be made as though no such delay had occurred.

(h) Specified Employee. Notwithstanding any other provision of this Agreement, if (i) Mehmel is to receive payments or benefits under Section 9 by reason of his separation from service (as such term is defined in Section 409A of the Code) other than as a result of his death, (ii) Mehmel is a "specified employee" within the meaning of Code Section 409A for the period in which the payment or benefits would otherwise commence, and/or (iii) such payment or benefit would otherwise subject Mehmel to any tax, interest or penalty imposed under Section 409A of the Code (or any regulation promulgated thereunder) if the payment or benefit would commence within six months after the termination of Mehmel's employment, then

such payment or benefit required under Section 9 shall not commence until the first day which is at least six months and one day after the termination of Mehmel's employment. Each severance installment contemplated under this Section 9 shall be treated as a separate payment in a series of separate payments under Treasury Regulation Section 1.409A-2(b)(2)(iii). Such payments or benefits, together with simple interest calculated at the Secured Overnight Financing rate (SOFR) as of the date of such separation from service, which would otherwise have been required to be made over such six-month period, shall be paid to Mehmel in one lump sum payment or otherwise provided to Mehmel as soon as administratively feasible after the first day which is at least six months after the termination of Mehmel's employment. Thereafter, the payments and benefits shall continue, if applicable, for the relevant period set forth above as if no such delay had occurred. For purposes of this Agreement, all references to "termination of employment" and other similar language shall be deemed to refer to Mehmel's "separation from service" as defined in Treasury Regulation Section 1.409A-1(h), including, without limitation, the default presumptions thereof.

(i) Miscellaneous. For the avoidance of doubt, if applicable, Mehmel shall only be entitled to receive the payments and benefits provided under Section 9(f) or 9(g), whichever is applicable, but not under both such sections.

10. NO DUTY TO MITIGATE.

In the event of a termination of employment under Sections 9(c), 9(f) or 9(g), Mehmel shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor will any payment hereunder be subject to offset in the event Mehmel does receive compensation for any reason from any other source.

11. PARACHUTES.

Upon a Change in Control during the Employment Term, notwithstanding any other provisions of this Agreement to the contrary, in the event that any payments or benefits received or to be received by Mehmel in connection with his employment with Griffon (or termination thereof) would subject Mehmel to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), and if the net-after tax amount (taking into account all applicable taxes payable by Mehmel, including any Excise Tax) that Mehmel would receive with respect to such payments or benefits does not exceed the net-after tax amount Mehmel would receive if the amount of such payment and benefits were reduced to the maximum amount which could otherwise be payable to Mehmel without the imposition of the Excise Tax, then, to the extent necessary to eliminate the imposition of the Excise Tax, such payments and benefits shall be reduced in the following order: (i) first, any future cash payments (if any) shall be reduced (if necessary, to zero); (ii) second, any current cash payments shall be reduced (if necessary, to zero); (iii) third, all non-cash payments (other than equity or equity derivative related payments) shall be reduced (if necessary, to zero); and (iv) fourth, all equity or equity derivative payments shall be reduced. Mehmel and Griffon hereby agree that the calculation of any reduction in payments contemplated by this Section 11 and any tax withholding due in connection with any Excise Tax shall be made by Golden Parachute Tax Solutions LLC (or another nationally

recognized certified public accounting or professional firm that is recognized as an expert in determinations and calculations for purposes of Section 280G of the Code, selected by Griffon and consented to by Mehmel, such consent not to be unreasonably withheld or delayed) (the "Calculating Firm") and the determination of any such reduction in payments or Excise Tax withholding shall be conclusive and binding on Mehmel absent manifest error. All fees and expenses of the Calculating Firm shall be borne solely by Griffon. Prior to any reduction in payments contemplated by this Section 11, Griffon shall provide Mehmel with a report setting forth its calculations and the amount of such reduction, along with adequate supporting information.

12. CONFIDENTIAL INFORMATION.

Mehmel acknowledges that during his employment by Griffon he will be in close contact with many confidential affairs of Griffon or of any of its Affiliates, including, without limitation, trade secrets, other private or secret information including secrets and information relating to corporate strategy, business development plans, product designs, intellectual property, business contacts, names and addresses of actual and potential customers and/or suppliers and their requirements, terms of business with such customers and potential customer and/or suppliers, annual budgets, management accounts, other financial information, and other business affairs, methods and other information not readily available to the public (collectively, "Confidential Information"). Notwithstanding the foregoing, Confidential Information does not include any information which (a) is or becomes publicly known or available other than as a result of wrongful disclosure by Mehmel, (b) becomes available to Mehmel on a non-confidential basis from a source which, to his knowledge, is not prohibited from disclosing such Confidential Information to him, or (c) is generally known in the industry in which Griffon or its Affiliates operate and pertains to activities or business not specific to Griffon or its Affiliates. Mehmel agrees to use all reasonable efforts to protect Griffon's Confidential Information and will keep secret all such Confidential Information and will not intentionally disclose such Confidential Information to anyone outside of Griffon except (x) as required in the performance of his duties hereunder; (y) as required by a lawful order of a court of competent jurisdiction, any governmental authority or agency, or any recognized subpoena power; or (z) with Griffon's prior written consent. Additionally, Mehmel will deliver promptly to Griffon upon any termination of employment, all agreements, memoranda, notes, records, reports and other documents (and all copies thereof) relating to Griffon's business and all other property of Griffon, which he may then possess or have under his control other than publicly available documents. Mehmel understands and agrees that the rights and obligations set forth in this Section 12 shall extend beyond the Employment Term.

13. OTHER RESTRICTIVE COVENANTS.

(a) Non-Solicitation of Employees. During Mehmel's employment by Griffon and for the eighteen (18) month period following any termination of employment, Mehmel will not, for any reason, solicit, assist or encourage the solicitation of, or employ any person who was a full-time employee of, or independent contractor to, Griffon at the date of such termination or within six (6) months prior thereto to work for Mehmel or for any entity with

which Mehmel is affiliated. For this purpose, the term "solicit" will mean contacting, or providing information to others who may be reasonably expected to contact, any employee of Griffon regarding such employee's interest in seeking employment with any entity other than Griffon or for any entity with which Griffon is affiliated.

(b) Non-Solicitation of Clients or Customers/Non-Interference with Vendors. During Mehmel's employment by Griffon and for the twelve (12) month period following any termination of employment, Mehmel will not, for any reason, solicit or encourage any vendor, Client or Prospective Client to cease any relationship with Griffon or any of its Affiliates, or service in any way any Client or Prospective Client. For this purpose, the term "solicit" will mean contacting, or providing information to others who may be reasonably expected to contact, any such vendor, Client or Prospective Client of Griffon regarding such Client or Prospective Client's interest in receiving Mehmel's services or the services of any entity with which Mehmel is affiliated or the cessation of any such relationship. The term "Client" will mean all persons for whom Griffon maintains an active account or file in the active records of Griffon, or for whom Griffon has otherwise performed or performs any services or provided products within the twelve (12) month period preceding Mehmel's termination of employment. The term "Prospective Client" means those persons and entities who have been approached by or on behalf of Griffon to become a client or who have been entered into the internal records of Griffon as a prospective or potential client.

(c) Non-Compete. Mehmel expressly covenants and agrees that during his employment by Griffon and for the twelve (12) month period following any termination of employment, he will not directly or indirectly, own, manage, operate, join, control, receive compensation or benefits from, or participate in the ownership, management, operation, or control of, or be employed or be otherwise connected in any manner with, any business which directly or indirectly competes in any material manner with any of the businesses of Griffon or any of its Affiliates, as conducted or planned by Griffon or any Affiliate during Mehmel's employment with Griffon.

(d) Non-Disparagement. Mehmel agrees that, during his employment by Griffon and thereafter, he will not defame, disparage or publicly criticize Griffon and/or its Affiliates and/or their management to any person or entity. Subsequent to Mehmel's termination of employment for any reason, he will not speak in a negative or disparaging manner about Griffon (and/or its Affiliates, management and/or its business), to the media, whether electronic, print or otherwise, without the prior written approval of Griffon. Nothing herein, however, will prohibit Mehmel from making truthful statements to the extent legally compelled or otherwise required by applicable laws or governmental regulations or judicial or regulatory proceedings.

(e) Survival. Mehmel understands and agrees that the rights and obligations set forth in this Section 13 shall extend beyond the Employment Term.

14. REMEDIES/SANCTIONS.

Mehmel acknowledges that the services he is to render under this Agreement are of a unique and special nature, the loss of which cannot reasonably or adequately be compensated for

in monetary damages, and that irreparable injury and damage may result to Griffon in the event of any breach of this Agreement or default by Mehmel. Because of the unique nature of the Confidential Information and the importance of the prohibitions against competition and solicitation, Mehmel further acknowledges and agrees that Griffon will suffer irreparable harm if he fails to comply with his obligations under Section 12 above and/or Section 13 above and that monetary damages would be inadequate to compensate Griffon for any such breach. Accordingly, Mehmel agrees that, in addition to any other remedies available to either Party at law, in equity or otherwise, Griffon will be entitled to seek injunctive relief or specific performance to enforce the terms, or prevent or remedy the violation, of any provisions of this Agreement.

15. WITHHOLDING TAXES.

Mehmel will be solely responsible for any applicable federal, state, local or other taxes, resulting from any taxable income paid to him hereunder or otherwise by Griffon, including without limitation any taxes imposed under Section 409A or Section 4999 of the Code. Notwithstanding the foregoing, Griffon will be entitled to withhold from any payments made to Mehmel hereunder, and to report to appropriate federal, state and local taxing authorities, all amounts required to be withheld or reported.

16. ASSIGNABILITY; BINDING NATURE.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs (in the case of Mehmel) and assigns. No rights or obligations of the Parties under this Agreement may be assigned without the written consent of both Parties, except by will or the laws of descent and distribution.

17. ENTIRE AGREEMENT.

Except to the extent otherwise provided herein, this Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, whether written or oral, between the Parties concerning the subject matter hereof (including, without limitation, the Prior Agreement). Unless otherwise expressly determined by the Board or the Committee in its sole discretion after the Effective Date, payments and benefits provided under this Agreement are in lieu of any payments or other benefits under any severance program or policy of Griffon to which Mehmel would otherwise be entitled.

18. AMENDMENT OR WAIVER.

No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by both Mehmel and an authorized officer of Griffon. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and

signed by the Party to be charged with the waiver. No delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

19. SEVERABILITY.

In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

20. SURVIVAL.

The respective rights and obligations of the Parties hereunder shall survive the termination of this Agreement, the termination of the Employment Term and the termination of Mehmel's employment with Griffon for any reason, to the extent necessary to the intended provision of such rights and the intended performance of such obligations.

21. GOVERNING LAW/JURISDICTION.

This Agreement shall be governed by and construed and interpreted in accordance with the laws of New York State, without reference to principles of conflict of laws. Any action or proceeding not subject to arbitration under Section 25 must be brought solely in a state or federal court in New York County, New York. The Parties consent to the personal jurisdiction of such courts, and waive any objections based on *forum non conveniens*.

22. NO CONFLICTS.

Mehmel represents and warrants that (a) his employment hereunder and performance of his duties hereunder will not conflict with or result in the breach by him of any agreement to which he is a party or by which he may be bound; (b) his employment with Griffon will not violate any non-competition, non-solicitation or other similar covenant or agreement by which he is bound; and (c) in connection with his employment with Griffon, he will not use any confidential or proprietary information he may have obtained in connection with his employment with any prior employer. Mehmel further represents and warrants that there are no facts or circumstances that would, or could reasonably be expected to, impede Mehmel's ability to obtain any and all government contractor security clearances and/or approvals, and other governmental clearances and/or approvals, necessary or desirable to perform Mehmel's duties as Griffon's President and Chief Operating Officer, including, without limitation, any facts or circumstances pertaining to personal finances, substance abuse, excessive gambling or personal behavior or activities, foreign influence or relationships, or the misuse of technology or confidential, classified or proprietary information.

23. ARBITRATION; COSTS OF DISPUTES.

If any contest or dispute arising with respect to the terms of employment under this Agreement, such contest or dispute shall be submitted to binding arbitration for resolution in

New York, New York, in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect; provided, however, that Griffon may bring an action to specifically enforce any confidentiality, non-compete, non-interference, non-disparagement or non-solicitation covenant. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. The costs of commencing such arbitration will be borne equally by Mehmel and Griffon. Notwithstanding the foregoing of this Section 23, each of the Parties agrees that, prior to submitting a dispute under this Agreement to arbitration, the Parties agree to submit, for a period of 60 days, to non-binding voluntary mediation before a jointly selected neutral third party mediator under the auspices of JAMS, New York, NY, Resolutions Center or such other dispute resolution firm as is mutually agreed upon by the Parties, pursuant to the procedures of JAMS International Mediation Rules, or the procedures of such other dispute resolution firm, in each such case to the extent not inconsistent herewith, and conducted in the State of New York (however, such mediation or obligation to mediate shall not apply to, or suspend or otherwise delay, any action of Griffon to specifically enforce any confidentiality, non-compete, non-interference, non-disparagement or non-solicitation covenant).

24. INDEMNIFICATION.

During the Employment Term, Griffon will provide Mehmel with indemnification rights and protections to the same extent as is provided from time to time to the other senior executives of Griffon, including, without limitation, the advancement of expenses, and on the same terms and conditions applicable to such senior executive officers. During the Employment Term, Mehmel will be covered at all times by such directors' and officers' liability insurance as Griffon will from time to time obtain, if any, and such coverage will be substantially similar to that provided to the other senior executive officers of Griffon.

25. NOTICES.

Any notice given to either Party shall be in writing and shall be deemed to have been given when delivered either personally, by fax, by overnight delivery service (such as Federal Express) or sent by certified or registered mail postage prepaid, return receipt requested, duly addressed to the Party concerned at the address indicated below or to such changed address as the Party may subsequently give notice of.

If to Griffon or the Board:

Griffon Corporation
712 Fifth Avenue
New York, NY 10019
Attention: General Counsel
Telephone: (212) 957-5000
E-mail: kaplan@griffon.com

With a copy to:

Andrew Braid, Esq.
Dechert LLP
2929 Arch Street
Philadelphia, PA 19104
E-mail: andrew.braid@dechert.com

If to Mehmel, the address Griffon has on file.

26. HEADINGS.

The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

27. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

GRIFFON CORPORATION

By: /s/ Seth L. Kaplan__________
Seth L. Kaplan
Senior Vice President

EXECUTIVE

By: _/s/ Robert F. Mehmel_______
Robert F. Mehmel

EXHIBIT A

General Release

IN CONSIDERATION OF good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained in the Amended and Restated Employment Agreement, dated as of May 8, 2024, (the "Agreement") by and between Robert F. Mehmel (the "Executive") and Griffon Corporation (the "Company"), the Executive on behalf of himself and his heirs, executors, administrators, and assigns, releases and discharges the Company and its past, present and future subsidiaries, divisions, affiliates and parents, and their respective current and former officers, directors, employees, agents, and/or owners, and their respective successors, and assigns and any other person or entity claimed to be jointly or severally liable with the Company or any of the aforementioned persons or entities (the "Released Parties") from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, and demands whatsoever ("Losses") which the Executive and his heirs, executors, administrators, and assigns have, had, or may hereafter have, against the Released Parties or any of them arising out of or by reason of any cause, matter, or thing whatsoever from the beginning of the world to the date hereof, relating to the Executive's employment by the Company and the cessation thereof, and any and all matters arising under any federal, state, or local statute, rule, or regulation, or principle of contract law or common law relating to the Executive's employment by the Company and the cessation thereof, including but not limited to, the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. §§ 2601 et seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000 et seq., the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 et seq. (the "ADEA"), the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq., the Worker Adjustment and Retraining Notification Act of 1988, as amended, 29 U.S.C. §§2101 et seq., the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 et seq., the New York State and New York City Human Rights Laws, the New York Labor Laws, the Florida Civil Rights Act; the Florida Equal Pay Law; the Florida Private Whistleblower Protection Law; the Florida Unpaid Wages Law; the Florida Minimum Wage Act, and any other equivalent or similar federal, state, or local statute; provided, however, that the Executive does not release or discharge the Released Parties from (i) any rights to any payments, benefits or reimbursements due to the Executive under the Agreement; (ii) any rights of the Executive to indemnification under the Agreement (or the standard form of agreement, if any, entered into with the Executive pursuant to the Agreement) or under any applicable directors' and officers' liability insurance policies maintained by the Company; (iii) any rights to any vested benefits due to the Executive under any employee benefit plans sponsored or maintained by the Company; (iv) any rights of the Executive as a shareholder of the Company; or (v) any rights to indemnification or advancement of costs under applicable law or the Company's (or any of its subsidiaries') governing instruments or rights under any applicable director's and officer's liability insurance policy. It is understood that nothing in this general release is to be construed as an admission on behalf of the Released Parties of any wrongdoing with respect to the Executive, any such wrongdoing being expressly denied.

The Executive represents and warrants that he fully understands the terms of this General Release, that he has been encouraged to seek, and has sought, the benefit of advice of legal counsel, and that he knowingly and voluntarily, of his own free will, without any duress, being fully informed, and after due deliberation, accepts its terms and signs below as his own free act. Except as otherwise provided herein, the Executive understands that as a result of executing this General Release, he will not have the right to assert that the Company or any other of the Released Parties unlawfully terminated his employment or violated any of his rights in connection with his employment or otherwise.

The Executive further represents and warrants that he has not filed, and will not initiate, or cause to be initiated on his behalf any complaint, charge, claim, or proceeding against any of the Released Parties before any federal, state, or local agency, court, or other body relating to any claims barred or released in this General Release thereof, and will not voluntarily participate in such a proceeding. However, nothing in this General Release shall preclude or prevent the Executive from filing a claim, which challenges the validity of this General Release solely with respect to the Executive’s waiver of any Losses arising under the ADEA. The Executive shall not accept any relief obtained on his behalf by any government agency, private party, class, or otherwise with respect to any claims covered by this General Release.

The Executive may take twenty-one (21) days to consider whether to execute this General Release. Upon the Executive’s execution of this general release, the Executive will have seven (7) days after such execution in which he may revoke such execution. In the event of revocation, the Executive must present written notice of such revocation to the office of the Company. If seven (7) days pass without receipt of such notice of revocation, this General Release shall become binding and effective on the eighth (8th) day after the execution hereof (the “Effective Date”).

INTENDING TO BE LEGALLY BOUND, I hereby set my hand below:

____
Robert F. Mehmel

Dated:_________________

Exhibit 10.5

AMENDED AND RESTATED SEVERANCE AGREEMENT

THIS AMENDED AND RESTATED SEVERANCE AGREEMENT (this "Agreement"), made and entered into as of May 8, 2024 (the "Effective Date"), by and between Griffon Corporation, a Delaware corporation, with its principal executive office located at 712 Fifth Avenue, 18th Floor, New York, New York, 10019 (hereinafter, together with its subsidiaries, collectively referred to as the "Corporation") and Brian G. Harris (hereinafter referred to as the "Executive").

WITNESSETH:

WHEREAS, the Corporation has determined that it is in the best interests of the Corporation to continue to employ the Executive as Senior Vice-President and Chief Financial Officer;

WHEREAS, the Corporation wishes to ensure the attention of Executive to his assigned duties without distraction by providing severance entitlements upon certain terminations of employment, on the terms and conditions provided in this Agreement; and

WHEREAS, the Corporation and the Executive desire to replace and supersede, in its entirety, that certain Severance Agreement between the Company and the Executive dated July 30, 2015, as amended by that certain Amendment No. 1 to Severance Agreement dated April 28, 2022 and Amendment No. 2 to Severance Agreement dated November 14, 2022 (collectively, the "Prior Agreement");

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.**

(a) "Board" shall mean the Board of Directors of the Corporation.

(b) "Cause" shall mean:

(i) the Executive's willful refusal to perform his material duties as defined under the Offer Letter (other than as a result of total or partial incapacity due to physical or mental illness),

(ii) theft or embezzlement by the Executive of the Corporation's property or dishonesty in the performance of the Executive's duties,

(iii) the Executive's conviction of, or plea of guilty or nolo contendere to (x) a felony under the laws of the United States or any state thereof or (y) a crime involving moral turpitude,

(iv) the Executive's willful malfeasance or willful misconduct in connection with the Executive's duties or any act or omission which is materially injurious to the financial condition or business reputation of the Corporation or any of its subsidiaries or affiliates. For purposes of this Section 1(b)(iv), no act or failure to act on the part of the Executive shall be considered "willful" unless it is committed, or omitted to be done, by him in bad faith or without reasonable belief that the action or omission was in the best interests of the Corporation; and/or

(v) a material breach of the Agreement or Offer Letter by the Executive.

Notwithstanding the foregoing, no act or failure to act (to the extent curable) shall constitute Cause unless the Corporation gives the Executive written notice within one hundred and twenty (120) days after the Board (or, as applicable, the Post-CIC Board, as defined below) acquires actual knowledge of the occurrence of the act or failure to act which the Corporation believes constitutes the basis for Cause, specifying the particular act or failure to act which the Corporation believes constitutes the basis for Cause. If the Executive fails to cure such act or failure to act within thirty (30) days after receipt of such notice, the Executive's employment shall be deemed terminated for Cause; provided, however, that notwithstanding the foregoing, during the 24 months immediately following a Change in Control, a termination of Executive's employment will not be deemed to be for "Cause" unless (i) Executive has had an opportunity to be heard, with counsel, by the board of directors or other governing body of the corporation or other entity surviving such Change in Control (or the board of the applicable parent entity of such surviving entity) (the "Post-CIC Board") and (ii) the Post-CIC Board has approved the classification of Executive's termination as being for "Cause" by at least two-thirds of the members of the Post-CIC Board.

(c) "Change in Control" shall mean the occurrence of any of the following events after the Effective Date:

(i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Corporation ("Outstanding Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of directors ("Outstanding Voting Securities"); provided, however, that for purposes of this Section 1(c)(i), the following acquisitions shall not constitute a Change in Control: (w) any acquisition directly from the Corporation or any affiliate, (x) any acquisition by the Corporation or any affiliate, (y) any acquisition by any employee benefit plan (or related trust) sponsored or

maintained by the Corporation or any of its affiliates or (z) any acquisition pursuant to a transaction that meets the conditions of each of Sections 1(c)(iii)(A), 1(c)(iii)(B) and 1(c)(iii)(C);

(ii) individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided*, *however*, that any individual whose election to the Board, or nomination for election by Griffon's stockholders, is approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) the consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Corporation or any of its subsidiaries, or a sale or other disposition of all or substantially all of the assets of the Corporation, in a single transaction or a series of related transactions, or the acquisition of assets or securities of another entity by the Corporation or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Common Stock and the Outstanding Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, 70% or more of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Common Stock and the Outstanding Voting Securities, as the case may be, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Corporation or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of the Corporation of a complete liquidation or dissolution of the Corporation, or a sale (whether direct or indirect) of all or substantially all

of the assets of the Corporation or of the Corporation's subsidiaries in a single transaction or series of related transactions (except pursuant to an acquisition described in Sections 1(c)(i)(x) or 1(c)(i)(y)).

Notwithstanding the foregoing, a Change in Control shall not include any event, circumstance or transaction that results from an action of any person, entity or group which includes, is affiliated with or is wholly or partly controlled by one or more executive officers of the Corporation and in which the Executive participates directly or actively.

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(e) "Combined Bonus," with respect to any Fiscal Year, shall mean the sum of (i) the bonus (or bonuses) paid to the Executive in respect of, or during, such Fiscal Year, and (ii) any long-term bonus paid to the Executive with respect to a period ending with such Fiscal Year; provided that a bonus paid in respect of a Fiscal Year, or with respect to a period ending with a Fiscal Year, shall be part of the Combined Bonus for such Fiscal Year, and shall not be part of the Combined Bonus for the next succeeding Fiscal Year (notwithstanding when such bonus is actually paid).

(f) "Committee" shall mean the Compensation Committee of the Board.

(g) "Disability" shall mean the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Corporation.

(h) "Fiscal Year" shall mean the twelve (12) month period beginning on October 1 and ending on the next subsequent September 30, or such other twelve (12) month period as may constitute the Corporation's fiscal year at any time hereafter.

(i) "Good Reason" shall mean the occurrence of any of the following events without the Executive's consent:

(i) the failure of the Corporation to pay the Executive's base salary, annual bonus or long-term bonus when due and if earned, other than an inadvertent administrative error or failure,

(ii) a reduction by the Corporation in the Executive's base salary, target annual bonus amount or target long-term bonus amount, other than a percentage reduction

applied equally to all senior executives that does not exceed 10% of any such component of compensation,

(iii) a material diminution in the Executive's authority, position (including status, office, title or reporting requirement) or responsibilities from those described herein (whether or not occurring solely as a result of the Corporation ceasing to be a publicly traded entity or a Change in Control; provided, however, that a continuation by the Executive as the Chief Financial Officer and Senior Vice President of Griffon (or a successor company) following the consummation of a transaction of the type described in the last sentence of Section 1(c) of this Agreement shall not, by itself, be deemed to be a material diminution in the Executive's authority, position or responsibilities that would constitute "Good Reason" as set forth in this clause 1(i)(iii)), including the appointment of another person to the position of Chief Financial Officer,

(iv) a requirement that the Executive provide services on a regular basis at a location that is more than 35 miles from the Griffon offices at which the Executive currently works,

(v) a material breach of the Offer Letter or this Agreement by the Corporation,

(vi) a failure of the Corporation to have any successor assume in writing the obligations under the Agreement, unless such obligations are otherwise assumed by the successor by operation of law, or

(vii) a change in the Corporation's reporting structure pursuant to which the Executive no longer reports directly to the Chief Executive Officer or Chief Operating Officer or President of the Corporation.

Notwithstanding the foregoing, none of these events shall constitute Good Reason unless the Executive gives the Corporation written notice within ninety (90) days after the occurrence of the event which the Executive believes constitutes the basis for Good Reason, specifying the particular act or failure to act which the Executive believes constitutes the basis for Good Reason. If the Corporation fails to cure such act or failure to act within thirty (30) days after receipt of such notice, the Executive may terminate his employment for Good Reason.

(j) "Offer Letter" shall mean the employment offer letter from the Corporation to the Executive, dated June 1, 2015.

(k) "Salary" shall mean the annual base salary provided to Executive by the Corporation, as adjusted from time to time.

(l) "Target Bonus" shall mean a target bonus opportunity equal to fifty percent (50%) of the Executive's base salary, the payment of which may be based upon the achievement of one or more performance objectives (which may be objective or subjective).

2. **TERM OF AGREEMENT**. The terms of this Agreement shall be effective as of the Effective Date, and the Executive's employment with the Corporation shall continue until terminated by either party hereto in accordance with the provisions of Section 4. The entire duration of the Executive's employment with the Corporation hereunder shall hereinafter be referred to as the "Term."

3. **EMPLOYMENT.** During the Term, the Executive agrees to remain in the employ of the Corporation and to continue to perform the Executive's regular duties as an executive of the Corporation.

4. **SEVERANCE BENEFITS ON TERMINATION**.

(a) Termination Due to Disability. If, during the Term, the Executive's employment is terminated by the Corporation due to Disability, he shall be entitled to receive:

(i) accrued but unpaid Salary through the date of the Executive's termination of employment, any accrued but unused vacation, any annual bonus or long-term bonus earned for the Fiscal Year (or Fiscal Years) completed prior to the year of termination but not yet paid to him and reimbursement of expenses incurred by him through the date of termination but not yet paid to him, payable as soon as administratively feasible following the termination date, but in any event within fifteen (15) days thereafter; and, additionally, the Executive shall receive any other compensation or benefits, including, without limitation, benefits under any outstanding equity grants and awards granted to the Executive and employee benefits under plans in which the Executive participates, that have vested through the date of termination or to which the Executive may then be entitled in accordance with the applicable terms and conditions of each grant, award or plan (collectively, the "Accrued Benefits");

(ii) a pro-rata bonus for the year of termination equal to the Target Bonus multiplied by a fraction, the numerator of which is the number of completed days in the Fiscal Year of the Executive's termination of employment during which the Executive was employed by the Corporation and the denominator of which is 365, as soon as administratively feasible following the termination date, but in any event within fifteen (15) days thereafter (the "Pro-Rata Target Bonus");

(iii) severance equal to six months' Salary payable in six (6) equal monthly installments and commencing on the first payroll period following such termination; and

(iv) if the Executive (or his beneficiaries) elects continued medical coverage under COBRA, the Corporation shall pay for coverage under COBRA for six (6) months following such termination.

(b) Voluntary Termination, Termination by the Corporation for Cause, and Termination due to Death. If, during the Term, the Executive terminates his employment voluntarily (other than for Good Reason), or the Corporation terminates the Executive's

employment for Cause, then the Executive shall be entitled to receive only the Accrued Benefits. If, during the Term, the Executive's employment is terminated due to his death, the Executive's estate or legal representative shall be entitled to receive the Accrued Benefits and the Pro-Rata Target Bonus.

(c) Termination by the Corporation Without Cause or by the Executive for Good Reason Other Than Within Two Years Following a Change in Control. If, during the Term, the Corporation terminates the Executive's employment without Cause or the Executive terminates his employment for Good Reason, in either such case, other than within two years after a Change in Control, he shall be entitled to receive, in addition to the Accrued Benefits, subject to the timely execution and non-revocation of a release substantially in the form attached hereto as Exhibit A within sixty (60) days following the termination date and to Executive's continued compliance with the restrictive covenants contained in Section 6:

(i) continued Salary (disregarding any reduction in Salary that would constitute Good Reason) for eighteen (18) months payable in eighteen (18) equal monthly installments commencing as soon as administratively feasible following the sixtieth (60th) day after such termination;

(ii) an amount equal to the average of the Combined Bonuses paid to the Executive in the three-year period immediately prior to such termination, which amount will be payable in twelve equal installments commencing as soon as administratively feasible following the sixtieth (60th) day after such termination; and

(iii) if the Executive or his beneficiaries elect continued medical coverage under COBRA, the Corporation will pay for coverage under COBRA for eighteen (18) months following such termination.

(d) Termination by the Corporation Without Cause or by the Executive for Good Reason Within Two Years After a Change in Control. If, during the Term, the Corporation terminates the Executive's employment without Cause or the Executive terminates his employment for Good Reason, in either such case, within two years after a Change in Control, he shall be entitled to receive, in addition to the Accrued Benefits, subject to the timely execution and non-revocation of a release substantially in the form attached hereto as Exhibit A within sixty (60) days following the termination date and to the Executive's continued compliance with the restrictive covenants contained in Section 6:

(i) (x) if the Change in Control satisfies the requirements of Section 1.409A-3(i)(5)(v), (vi) or (vii) of the Code (a "409A Change in Control"), a lump sum payment, to be paid as soon as administratively feasible following the date on which the release becomes effective, and in any event within ten (10) days thereafter, equal to two and one-half (2.5) times the sum of (A) the Salary (but in no event less than the Salary in effect immediately prior to the Change in Control) and (B) the average of the Combined Bonuses paid to the Executive for each

of the three Fiscal Years immediately prior to such termination; provided that the amount calculated for purposes of this clause (B) shall not be less than the amount as if the calculation were performed immediately prior to the Change in Control; or (y) if the Change in Control does not qualify as a 409A Change in Control, the Executive will receive the amount described in the foregoing clause (x) payable in eighteen (18) equal monthly installments commencing as soon as administratively feasible following the date on which the release becomes effective, but in any event within ten (10) days thereafter;

(ii) a pro-rata portion of the higher of (A) the Combined Bonus for the most recently completed Fiscal Year, provided that the bonus amounts used for calculating the amount due under this clause (A) shall not be less than the Combined Bonus for the Fiscal Year immediately prior to the Change in Control; or (B) the Target Bonus, to be paid as soon as administratively feasible following the date on which the release becomes effective, and in any event within ten (10) days thereafter; and

(iii) for the period commencing on the date of the Executive's termination of employment and continuing until December 31 of the second calendar year following the calendar year in which the Executive's employment terminates (the "Continuation Period"), either (x) subject to the Executive making a timely election and continued eligibility to elect benefits under COBRA and the Executive's continued payment of premiums at active employee rates, continued medical and other group health coverage for the Executive and his eligible dependents under the Corporation's medical and group health plans (which expressly include the Corporation's Group Health Plan, the ArmadaCare Ultimate Health Plan and the Supplemental Health Benefits Plan for Senior Executives) or (y) if the Corporation determines in its sole discretion that any such coverage cannot be provided under the governing plan documents or that providing such coverage would result in a fine, penalty or other violation of law, monthly payments equal to the premium amounts (including both employer and employee portions) or other claims paid by the Corporation under such coverages; provided, however, that in the event that any such coverage is discontinued following a Change in Control or the Corporation or any successor otherwise fails to provide the Executive access to such coverage following a Change in Control, the Corporation shall either provide equivalent coverage, provide the Executive an amount in cash to procure equivalent coverage on an individual basis or otherwise continue to pay applicable claims that would have been reimbursed under such coverage.

Notwithstanding the foregoing, if the sixty (60) day period described above in this Section 4(d) or Section 4(c) begins in one calendar year and ends in the following calendar year, then any payments or benefits described above that, but for this subsection (iv), would have been paid in the first calendar year will instead be paid in a lump sum on or within ten (10) days after the first day of the second calendar year, with any other payments to be made as though no such delay had occurred.

(e) Specified Employee. Notwithstanding any other provision of this Agreement, if (i) the Executive is to receive payments or benefits under Section 4 by reason of his separation

from service (as such term is defined in Code Section 409A) other than as a result of his death, (ii) the Executive is a "specified employee" within the meaning of Code Section 409A for the period in which the payment or benefits would otherwise commence, and/or (iii) such payment or benefit would otherwise subject the Executive to any tax, interest or penalty imposed under Code Section 409A (or any regulation promulgated thereunder) if the payment or benefit would commence within six months of a termination of the Executive's employment, then such payment or benefit required under Section 4 shall not commence until the first day which is at least six months and one day after the termination of the Executive's employment. Each severance installment contemplated under this Section 4 shall be treated as a separate payment in a series of separate payments under Treasury Regulation Section 1.409A-2(b)(2)(iii). Payments and benefits subject to this Section 4(f), together with simple interest calculated at the Secured Overnight Financing Rate (SOFR) as of the date of such separation from service, shall be paid to the Executive in one lump sum payment or otherwise provided to the Executive as soon as administratively feasible after the first day which is at least six months after the termination of the Executive's employment. Thereafter, such payments and benefits shall continue, if applicable, for the relevant period set forth above. For purposes of this Agreement, all references to "termination of employment" and other similar language shall mean a "separation from service," as defined in Treasury Regulation Section 1.409A-1(h).

(f) Reimbursements or In-Kind Benefits. To the extent any right to reimbursements or in-kind benefits hereunder constitutes "non-qualified deferred compensation" for purposes of Code Section 409A, (i) all such reimbursements shall be made as soon as practicable, but no later than the last day of the taxable year following the taxable year in which the related expenses were incurred, (ii) no such right shall be subject to liquidation or exchange for another benefit, and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(g) Miscellaneous. For the avoidance of doubt, the Executive shall only receive, if entitled, the payments and benefits provided under Section 4(c) or 4(d), whichever is applicable, but not under both such sections.

5. **NO DUTY TO MITIGATE.** The Executive shall not be required to mitigate or offset the amount of any payments or other benefits provided under this Agreement by seeking employment or otherwise, nor shall the amount of any payment provided under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the date of termination from the Corporation.

6. **RESTRICTIVE COVENANTS.**

(a) Confidentiality. The Executive agrees that at all times during his term of employment with the Corporation and at all times thereafter (except as otherwise required by applicable law, regulation or legal process) he shall hold in strictest confidence and not use for

his own benefit or the benefit of any other person, and not disclose to any person without authorization from the Corporation, any Confidential Information. "Confidential Information" means any and all confidential or proprietary business information of the Corporation or any of its affiliates, including, without limitation, information relating to the Corporation's or any of its affiliates' trade secrets, software and technology architecture, networks, business methodologies, facilities, financial and operational information, contracts, customer lists, marketing or sales prospect lists, "know how," and all copies, reproductions, notes, analyses, compilations, studies, interpretations, summaries and other documents in connection with the foregoing. Confidential Information does not include any information which (i) is or becomes publicly known or available other than as a result of wrongful disclosure by the Executive (ii) becomes available to the Executive on a non-confidential basis from a source which, to the Executive's knowledge, is not prohibited from disclosing such Confidential Information to him, or (iii) is generally known in the industry in which the Corporation or any of its affiliates operate and pertains to activities or business not specific to the Corporation or any of its affiliates. Additionally, the Executive will deliver promptly to the Corporation upon any termination of employment, all agreements, memoranda, notes, records, reports and other documents (and all copies thereof) relating to the Corporation's (or any of its affiliates') business and all other property of the Corporation, which the Executive may then possess or have under his control other than publicly available documents.

(b) Non-Solicitation of Employees. During the Executive's term of employment with the Corporation and for the eighteen (18) month period following any termination of employment (the "Non-Solicit Period"), the Executive will not, for any reason, solicit, assist or encourage the solicitation of, employ or engage the services of any person who was a full-time employee ("Employee") of, or independent contractor ("Independent Contractor") to, the Corporation at the date of such termination or within six (6) months prior thereto to work for the Executive or for any entity with which he is affiliated. For this purpose, the term "solicit" will mean contacting, or providing information to others who may reasonably be expected to contact, any Employee or Independent Contractor regarding such Employee's or Independent Contractor's interest in seeking employment with an entity other than (i) the Corporation or (ii) an entity affiliated with the Corporation.

(c) Non-Solicitation of Customers/Non-Interference with Vendors. During the Executive's term of employment with the Corporation and the Non-Solicit Period, the Executive will not, for any reason, solicit or encourage any vendor, Customer or Prospective Customer to cease any relationship with the Corporation or any of its affiliates, or service in any way any Customer or Prospective Customer. For this purpose, the term "solicit" will mean contacting, or providing information to others who may reasonably be expected to contact, any such vendor, Customer or Prospective Customer regarding such Customer or Prospective Customer's interest in receiving the Executive's services or the services of any entity with which the Executive is affiliated or the cessation of any such relationship. The term "Customer" will mean all persons for whom the Corporation maintains an active account or file in the active records of the Corporation, or for whom the Corporation has otherwise performed or performs any services or

provided products within the twelve (12) month period preceding the Executive's termination of employment. The term "Prospective Customer" means those persons and entities who have been approached by or on behalf of the Corporation to become a customer or who have been entered into the internal records of the Corporation as a prospective or potential customer.

(d) Non-Compete. The Executive expressly covenants and agrees that during his term of employment with the Corporation and the Non-Solicit Period, the Executive will not directly or indirectly, own, manage, operate, join, control, receive compensation or benefits from, or participate in the ownership, management, operation, or control of, or be employed or be otherwise connected in any manner with, any business which directly or indirectly competes in any material respect with any of the businesses of the Corporation or any of its affiliates, as conducted or planned by the Corporation or any affiliate during the Executive's employment.

(e) Non-Disparagement. The Executive agrees that, during his period of employment and thereafter, he will not defame, disparage or publicly criticize the Corporation and/or its affiliates and/or management to any person or entity. In addition, the Executive will not speak in a negative or disparaging manner about the Corporation and/or its affiliates and/or management or its business, to the media, whether electronic, print or otherwise, without the prior written approval of the Corporation. Nothing herein, however, will prohibit the Executive from making truthful statements to the extent legally compelled or otherwise required by applicable laws or governmental regulations or judicial or regulatory proceedings.

(f) Remedy for Breach. The Executive acknowledges and agrees that the restrictions set forth in this Section 6, including the protection of the Corporation's Confidential Information and the prohibitions against competition and solicitation, are critical and necessary to protect the Corporation's legitimate business interests; are reasonably drawn to this end with respect to duration, scope, and otherwise; are not unduly burdensome; are not injurious to the public interest; and are supported by adequate consideration. The Executive also acknowledges and agrees that, in the event that the Executive breaches any of these restrictions, the Corporation could suffer immediate, irreparable injury and will, therefore, be entitled to seek injunctive relief, in addition to any other damages to which it may be entitled. In the event of any dispute, claim or cause of action arising out of this Agreement or the Offer Letter, the losing party shall reimburse the prevailing party for the costs and reasonable attorneys' fees incurred by the prevailing party in connection with such dispute, claim or cause of action.

(g) Severability; Modification. The Executive acknowledges that the restrictive covenants contained in this Agreement are reasonable and valid in geographical and temporal scope and in all other respects. If any arbitrator or court of competent jurisdiction determines that any such restrictive covenants, or any part of any of them, is invalid or unenforceable, the remainder of such covenants and parts thereof shall not thereby be affected and shall be given full effect, without regard to the invalid portion. If any arbitrator or court determines that any of such covenants, or any part thereof, is invalid or unenforceable because of the geographic or

temporal scope of such provision, such arbitrator or court shall reduce such scope to the extent necessary to make such covenants valid and enforceable.

7. **CERTAIN EXCISE TAXES.** In the event of a change of ownership or control of the Corporation during the Executive's term of employment, anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment, benefit or distribution by, to or for the benefit of the Executive, whether made under this Agreement, the Offer Letter or otherwise (a "Payment") would be subject to the excise tax imposed by Code Section 4999 or any like or successor section thereto (the "Excise Tax") and if the net-after tax amount (taking into account all applicable taxes payable by the Executive, including any Excise Tax) that the Executive would receive with respect to such Payments does not exceed the net-after tax amount the Executive would receive if the amount of such Payments was reduced to the maximum amount which could otherwise be payable to the Executive without the imposition of the Excise Tax, then, to the extent necessary to eliminate the imposition of the Excise Tax, such Payments shall be reduced in the following order, (i) first, any future cash Payments (if any) shall be reduced (if necessary, to zero); (ii) second, any current cash Payments shall be reduced (if necessary, to zero); (ii) third, all non-cash Payments (other than equity or equity derivative related payments) shall be reduced (if necessary, to zero); and (iv) fourth, all equity or equity derivative payments shall be reduced. The Executive and the Corporation hereby agree that the calculation of any reduction in payments contemplated by this Section 7 and any tax withholding due in connection with any Excise Tax shall be made by Golden Parachute Tax Solutions LLC (or another nationally recognized certified public accounting or professional firm that is recognized as an expert in determinations and calculations for purposes of Section 280G of the Code, selected by the Corporation and consented to by the Executive, such consent not to be unreasonably withheld or delayed) (the "Calculating Firm") and the determination of any such reduction in payments or Excise Tax withholding shall be conclusive and binding on the Executive absent manifest error. All fees and expenses of the Calculating Firm shall be borne solely by the Corporation. Prior to any reduction in payments contemplated by this Section 7, the Corporation shall provide the Executive with a report setting forth its calculations and the amount of such reduction, along with adequate supporting information.

8. **INDEMNIFICATION.** During the Term, (i) the Corporation will provide the Executive with indemnification rights and protections to the same extent as is provided from time to time to the other senior executive officers of the Corporation, including, without limitation, the advancement of expenses, all on the same terms and conditions applicable to such senior executive officers, and (ii) the Executive will be covered at all times by such directors' and officers' liability insurance as the Corporation will from time to time obtain, if any, and such coverage will be substantially similar to that provided to the other senior executive officers of the Corporation.

9. **REPRESENTATIONS.** The Executive represents and warrants to the Corporation that his execution of this Agreement and the performance of his obligations hereunder and under the Offer Letter will not breach or be in conflict with any other agreement to which the Executive is

a party or by which he is otherwise bound. The Executive further represents and warrants that he is not currently subject to any covenants against competition or similar covenants or any court order that could preclude or otherwise affect the performance of his duties and obligations hereunder and under the Offer Letter.

10. **SUCCESSORS; ASSIGNABILITY; BINDING AGREEMENT**. The Corporation shall require any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business, equity and/or assets of the Corporation to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place. As referred to in this Agreement, "Corporation" shall mean the Corporation as herein defined and any successor to its business, equity and/or assets which becomes bound by the terms and conditions of this Agreement by operation of law. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs (if applicable) and assigns. No rights or obligations of the parties under this Agreement may be assigned without the consent of both parties, except by will or the laws of descent and distribution.

11. **NOTICES**. Any notice given to either party hereto shall be in writing and shall be deemed to have been given when delivered either personally, by fax, by overnight delivery service (such as Federal Express) or sent by certified mail postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as the party may subsequently give notice of.

If to the Corporation or the Board:

Griffon Corporation
712 Fifth Avenue, 18th Floor
New York, New York 10019
Attention: General Counsel
E-mail: seth.kaplan@griffon.com

With a copy to:

Andrew Braid, Esq.
Dechert LLP
2929 Arch Street
Philadelphia, PA 19104
E-mail: andrew.braid@dechert.com

If to the Executive:

Mr. Brian G. Harris
c/o Griffon Corporation
712 Fifth Avenue, 18th Floor
New York, New York 10019
E-mail: harris@griffon.com

12. **WITHHOLDING TAXES.** The Executive will be solely responsible for any applicable federal, state, local or other taxes, resulting from any taxable income paid to him hereunder or otherwise by the Corporation, including without limitation any taxes imposed under Code Section 409A or Code Section 4999. Notwithstanding the foregoing, the Corporation will be entitled to withhold from any payments made to the Executive hereunder or otherwise, and to report to appropriate federal, state and local taxing authorities, all amounts required to be withheld or reported.

13. **MODIFICATIONS AND WAIVERS; ENTIRE AGREEMENT**. No agreements or representations, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement or the Offer Letter. No provisions of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing signed by the Executive and the Chief Executive Officer of the Corporation. No waiver by either party hereto at any time of any breach by the other party hereto of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time. This Agreement shall not supersede or in any way limit the rights, duties or obligations the Executive may have under any other written agreement with the Corporation including, without limitation, any employment agreement now in effect or subsequently entered into by and between the Executive and the Corporation; provided, however, for the avoidance of doubt, this Agreement restates and supersedes the Prior Agreement in its entirety.

14. **SURVIVAL.** The respective rights and obligations of the parties hereunder and under the Offer Letter shall survive the termination of this Agreement and the termination of the Executive’s employment with the Corporation for any reason, to the extent necessary to enforce the rights and obligations of the parties following any such termination as set forth in this Agreement.

15. **GOVERNING LAW**. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to principles of conflict of laws thereof. Any action or proceeding not subject to arbitration under Section 25 must be brought solely in a state or federal court in New York County, New York. The Parties consent to the personal jurisdiction of such courts, and waive any objections based on *forum non conveniens*.

16. **DISPUTES**. If any contest or dispute arising with respect to the terms and conditions of the Executive's employment with the Corporation, under this Agreement, the Offer Letter or otherwise, such contest or dispute shall be submitted to binding arbitration for resolution in New York, New York, in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect; provided, however, that the Corporation may bring an action to specifically enforce any confidentiality, non-compete, non-interference, non-disparagement or non-solicitation covenant. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. The fees charged by the American Arbitration Association in connection with commencing such arbitration will be borne equally by the Executive and the Corporation.

17. **HEADINGS.** The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

18. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the day and year first written above.

GRIFFON CORPORATION:

By: /s/ Seth L. Kaplan
Seth L. Kaplan
Senior Vice President

EXECUTIVE:

Signature: /s/ Brian G. Harris
Name: Brian G. Harris

EXHIBIT A

General Release

IN CONSIDERATION OF good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained in the Amended and Restated Severance Agreement, dated as of May 8, 2024, (the "Agreement") by and between Brian G. Harris (the "Executive") and Griffon Corporation (the "Company"), the Executive on behalf of himself and his heirs, executors, administrators, and assigns, releases and discharges the Company and its past present and future subsidiaries, divisions, affiliates and parents, and their respective current and former officers, directors, shareholders, employees, agents, and/or owners, and their respective successors and assigns, and any other person or entity claimed to be jointly or severally liable with the Company or any of the aforementioned persons or entities (the "Released Parties") from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, and demands whatsoever ("Losses") which the Executive and his heirs, executors, administrators, and assigns have, had, or may hereafter have, against the Released Parties or any of them arising at any time from the beginning of the world to the date hereof, including but not limited to, any and all Losses arising under any federal, state, or local statute, rule, or regulation, or principle of contract law or common law relating to the Executive's employment by the Company and the cessation thereof, including but not limited to, the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. §§ 2601 et seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq., the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 et seq. (the "ADEA"), the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq., the Worker Adjustment and Retraining Notification Act of 1988, as amended, 29 U.S.C. §§2101 et seq., the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 et seq., the Older Workers Benefit Protection Act, as amended, 29 U.S.C. §§ 621 et seq., Sections 1981 through 1988 of Title 42 of the United States Code, the Fair Credit Reporting Act, as amended, 15 U.S.C. §§ 1681 et seq., the Occupational Safety and Health Act of 1970, as amended, the Sarbanes-Oxley Act of 2002, as amended, the Equal Pay Act, as amended,, the New York State and New York City Human Rights Laws, the New York Labor Laws, the New York Whistleblower Protection Law, the New York State and New York City Civil Rights Law, the New York AIDS/HIV confidentiality law; the Florida Civil Rights Act; the Florida Equal Pay Law; the Florida Private Whistleblower Protection Law; the Florida Unpaid Wages Law; the Florida Minimum Wage Act; and any other federal, state, or local civil, human rights, bias, whistleblower, discrimination, wage, wage-hour, compensation, retaliation, employment, labor or any federal, state or local other law, statute, regulation or ordinance; provided, however, that the Executive does not release or discharge the Released Parties from (i) any rights to any payments, benefits or reimbursements due to the Executive under the Agreement or the Offer Letter (as defined in the Agreement); (ii) any rights to any vested benefits due to the Executive under any employee benefit plans sponsored or maintained by the Company; or (iii) any rights to indemnification or advancement under applicable law or the

Company's (or any of its subsidiaries') governing instruments or rights under any applicable director's and officer's liability insurance policy. It is understood that nothing in this general release is to be construed as an admission on behalf of the Released Parties of any wrongdoing with respect to the Executive, any such wrongdoing being expressly denied.

The Executive represents and warrants that he fully understands the terms of this General Release, that he has been and hereby is encouraged to seek, and has sought, the benefit of advice of legal counsel, and that he knowingly and voluntarily, of his own free will, without any duress, being fully informed, and after due deliberation, accepts its terms and signs below as his own free act. Except as otherwise provided herein, the Executive understands that as a result of executing this General Release, he will not have the right to assert that the Company or any other of the Released Parties unlawfully terminated his employment or violated any of his rights in connection with his employment or otherwise.

The Executive further represents and warrants that he has not filed, and will not initiate, or cause to be initiated on his behalf any complaint, charge, claim, or proceeding against any of the Released Parties before any federal, state, or local agency, court, or other body relating to any claims barred or released in this General Release thereof, and will not voluntarily participate in such a proceeding. However, nothing in this General Release shall preclude or prevent the Executive from filing a claim which challenges the validity of this General Release solely with respect to the Executive's waiver of any Losses arising under the ADEA, nor shall this General Release preclude or prevent Executive from filing a charge of discrimination with the U.S. Equal Employment Opportunity Commission or similar state or local agency. The Executive shall not accept any relief obtained on his behalf by any government agency, private party, class, or otherwise with respect to any claims covered by this General Release.

The Executive may take twenty-one (21) days, or, if required under the ADEA, forty-five (45) days, to consider whether to execute this General Release. Upon the Executive's execution of this General Release, the Executive will have seven (7) days after such execution in which he may revoke such execution. In the event of revocation, the Executive must present written notice of such revocation to the office of the Company. If seven (7) days pass without receipt of such notice of revocation, this General Release shall become binding and effective on the eighth (8th) day after the execution hereof. If you revoke all or a part of this General Release prior to the expiration of the revocation period, the Company will have the right to terminate any or all or of its commitments under the Agreement and the Offer Letter (as defined in the Agreement) and to recover any monies or other consideration previously provided to you under the Agreement or the Offer Letter in connection with your termination, and to pursue any other remedies that may otherwise be available to the Company.

INTENDING TO BE LEGALLY BOUND, I hereby set my hand below:

____
Brian G. Harris

Dated:_________________

Exhibit 10.6

AMENDED AND RESTATED SEVERANCE AGREEMENT

THIS AMENDED AND RESTATED SEVERANCE AGREEMENT (this "Agreement"), made and entered into as of May 8, 2024 (the "Effective Date"), by and between Griffon Corporation, a Delaware corporation, with its principal executive office located at 712 Fifth Avenue, 18th Floor, New York, New York, 10019 (hereinafter, together with its subsidiaries, collectively referred to as the "Corporation") and Seth L. Kaplan (hereinafter referred to as the "Executive").

WITNESSETH:

WHEREAS, the Corporation has determined that it is in the best interests of the Corporation to continue to employ the Executive as Senior Vice-President, General Counsel and Secretary;

WHEREAS, the Corporation wishes to ensure the attention of Executive to his assigned duties without distraction by providing severance entitlements upon certain terminations of employment, on the terms and conditions provided in this Agreement; and

WHEREAS, the Corporation and the Executive desire to replace and supersede, in its entirety, that certain Severance Agreement between the Company and the Executive dated April 27, 2010, as amended by that certain Amendment No. 1 to Severance Agreement dated April 28, 2022 and Amendment No. 2 to Severance Agreement dated November 14, 2022 (collectively, the "Prior Agreement");

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.**

(a) "Board" shall mean the Board of Directors of the Corporation.

(b) "Cause" shall mean:

(i) the Executive's willful refusal to perform his material duties as defined under the Offer Letter (other than as a result of total or partial incapacity due to physical or mental illness),

(ii) theft or embezzlement by the Executive of the Corporation's property or dishonesty in the performance of the Executive's duties,

(iii) the Executive's conviction of, or plea of guilty or nolo contendere to (x) a felony under the laws of the United States or any state thereof or (y) a crime involving moral turpitude,

(iv) the Executive's willful malfeasance or willful misconduct in connection with the Executive's duties or any act or omission which is materially injurious to the financial condition or business reputation of the Corporation or any of its subsidiaries or affiliates. For purposes of this Section 1(b)(iv), no act or failure to act on the part of the Executive shall be considered "willful" unless it is committed, or omitted to be done, by him in bad faith or without reasonable belief that the action or omission was in the best interests of the Corporation; and/or

(v) a material breach of the Agreement or Offer Letter by the Executive.

Notwithstanding the foregoing, no act or failure to act (to the extent curable) shall constitute Cause unless the Corporation gives the Executive written notice within one hundred and twenty (120) days after the Board (or, as applicable, the Post-CIC Board, as defined below) acquires actual knowledge of the occurrence of the act or failure to act which the Corporation believes constitutes the basis for Cause, specifying the particular act or failure to act which the Corporation believes constitutes the basis for Cause. If the Executive fails to cure such act or failure to act within thirty (30) days after receipt of such notice, the Executive's employment shall be deemed terminated for Cause; provided, however, that notwithstanding the foregoing, during the 24 months immediately following a Change in Control, a termination of Executive's employment will not be deemed to be for "Cause" unless (i) Executive has had an opportunity to be heard, with counsel, by the board of directors or other governing body of the corporation or other entity surviving such Change in Control (or the board of the applicable parent entity of such surviving entity) (the "Post-CIC Board") and (ii) the Post-CIC Board has approved the classification of Executive's termination as being for "Cause" by at least two-thirds of the members of the Post-CIC Board.

(c) "Change in Control" shall mean the occurrence of any of the following events after the Effective Date:

(i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Corporation ("Outstanding Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of directors ("Outstanding Voting Securities"); provided, however, that for purposes of this Section 1(c)(i), the following acquisitions shall not constitute a Change in Control: (w) any acquisition directly from the Corporation or any affiliate, (x) any acquisition by the Corporation or any affiliate, (y) any acquisition by any employee benefit plan (or related trust) sponsored or

maintained by the Corporation or any of its affiliates or (z) any acquisition pursuant to a transaction that meets the conditions of each of Sections 1(c)(iii)(A), 1(c)(iii)(B) and 1(c)(iii)(C);

(ii) individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided*, *however*, that any individual whose election to the Board, or nomination for election by Griffon's stockholders, is approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) the consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Corporation or any of its subsidiaries, or a sale or other disposition of all or substantially all of the assets of the Corporation, in a single transaction or a series of related transactions, or the acquisition of assets or securities of another entity by the Corporation or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Common Stock and the Outstanding Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, 70% or more of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Common Stock and the Outstanding Voting Securities, as the case may be, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Corporation or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of the Corporation of a complete liquidation or dissolution of the Corporation, or a sale (whether direct or indirect) of all or substantially all

of the assets of the Corporation or of the Corporation's subsidiaries in a single transaction or series of related transactions (except pursuant to an acquisition described in Sections 1(c)(i)(x) or 1(c)(i)(y)).

Notwithstanding the foregoing, a Change in Control shall not include any event, circumstance or transaction that results from an action of any person, entity or group which includes, is affiliated with or is wholly or partly controlled by one or more executive officers of the Corporation and in which the Executive participates directly or actively.

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(e) "Combined Bonus," with respect to any Fiscal Year, shall mean the sum of (i) the bonus (or bonuses) paid to the Executive in respect of, or during, such Fiscal Year, and (ii) any long-term bonus paid to the Executive with respect to a period ending with such Fiscal Year; provided that a bonus paid in respect of a Fiscal Year, or with respect to a period ending with a Fiscal Year, shall be part of the Combined Bonus for such Fiscal Year, and shall not be part of the Combined Bonus for the next succeeding Fiscal Year (notwithstanding when such bonus is actually paid).

(f) "Committee" shall mean the Compensation Committee of the Board.

(g) "Disability" shall mean the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Corporation.

(h) "Fiscal Year" shall mean the twelve (12) month period beginning on October 1 and ending on the next subsequent September 30, or such other twelve (12) month period as may constitute the Corporation's fiscal year at any time hereafter.

(i) "Good Reason" shall mean the occurrence of any of the following events without the Executive's consent:

(i) the failure of the Corporation to pay the Executive's base salary, annual bonus or long-term bonus when due and if earned, other than an inadvertent administrative error or failure,

(ii) a reduction by the Corporation in the Executive's base salary, target annual bonus amount or target long-term bonus amount, other than a percentage reduction

applied equally to all senior executives that does not exceed 10% of any such component of compensation,

(iii) a material diminution in the Executive's authority, position (including status, office, title or reporting requirement) or responsibilities from those described herein (whether or not occurring solely as a result of the Corporation ceasing to be a publicly traded entity or a Change in Control; provided, however, that a continuation by the Executive as the Senior Vice President, General Counsel and Secretary of Griffon (or a successor company) following the consummation of a transaction of the type described in the last sentence of Section 1(c) of this Agreement shall not, by itself, be deemed to be a material diminution in the Executive's authority, position or responsibilities that would constitute "Good Reason" as set forth in this clause 1(i)(iii)), including the appointment of another person to the position of General Counsel,

(iv) a requirement that the Executive provide services on a regular basis at a location that is more than 35 miles from the Griffon offices at which the Executive currently works,

(v) a material breach of the Offer Letter or this Agreement by the Corporation;

(vi) a failure of the Corporation to have any successor assume in writing the obligations under the Agreement, unless such obligations are otherwise assumed by the successor by operation of law; or

(vii) a change in the Corporation's reporting structure pursuant to which the Executive no longer reports directly to the Chief Executive Officer or Chief Operating Officer or President of the Corporation.

Notwithstanding the foregoing, none of these events shall constitute Good Reason unless the Executive gives the Corporation written notice within ninety (90) days after the occurrence of the event which the Executive believes constitutes the basis for Good Reason, specifying the particular act or failure to act which the Executive believes constitutes the basis for Good Reason. If the Corporation fails to cure such act or failure to act within thirty (30) days after receipt of such notice, the Executive may terminate his employment for Good Reason.

(j) "Offer Letter" shall mean the employment offer letter from the Corporation to the Executive, dated June 1, 2015.

(k) "Salary" shall mean the annual base salary provided to Executive by the Corporation, as adjusted from time to time.

(l) "Target Bonus" shall mean a target bonus opportunity equal to fifty percent (50%) of the Executive's base salary, the payment of which may be based upon the achievement of one or more performance objectives (which may be objective or subjective).

2. **TERM OF AGREEMENT**. The terms of this Agreement shall be effective as of the Effective Date, and the Executive's employment with the Corporation shall continue until terminated by either party hereto in accordance with the provisions of Section 4. The entire duration of the Executive's employment with the Corporation hereunder shall hereinafter be referred to as the "Term."

3. **EMPLOYMENT.** During the Term, the Executive agrees to remain in the employ of the Corporation and to continue to perform the Executive's regular duties as an executive of the Corporation.

4. **SEVERANCE BENEFITS ON TERMINATION**.

(a) Termination Due to Disability. If, during the Term, the Executive's employment is terminated by the Corporation due to Disability, he shall be entitled to receive:

(i) accrued but unpaid Salary through the date of the Executive's termination of employment, any accrued but unused vacation, any annual bonus or long-term bonus earned for the Fiscal Year (or Fiscal Years) completed prior to the year of termination but not yet paid to him and reimbursement of expenses incurred by him through the date of termination but not yet paid to him, payable as soon as administratively feasible following the termination date, but in any event within fifteen (15) days thereafter; and, additionally, the Executive shall receive any other compensation or benefits, including, without limitation, benefits under any outstanding equity grants and awards granted to the Executive and employee benefits under plans in which the Executive participates, that have vested through the date of termination or to which the Executive may then be entitled in accordance with the applicable terms and conditions of each grant, award or plan (collectively, the "Accrued Benefits");

(ii) a pro-rata bonus for the year of termination equal to the Target Bonus multiplied by a fraction, the numerator of which is the number of completed days in the Fiscal Year of the Executive's termination of employment during which the Executive was employed by the Corporation and the denominator of which is 365, as soon as administratively feasible following the termination date, but in any event within fifteen (15) days thereafter (the "Pro-Rata Target Bonus");

(iii) severance equal to six months' Salary payable in six (6) equal monthly installments and commencing on the first payroll period following such termination; and

(iv) if the Executive (or his beneficiaries) elects continued medical coverage under COBRA, the Corporation shall pay for coverage under COBRA for six (6) months following such termination.

(b) Voluntary Termination, Termination by the Corporation for Cause, and Termination due to Death. If, during the Term, the Executive terminates his employment voluntarily (other than for Good Reason), or the Corporation terminates the Executive's employment for Cause, then the Executive shall be entitled to receive only the Accrued Benefits. If, during the Term, the Executive's employment is terminated due to his death, the Executive's estate or legal representative shall be entitled to receive the Accrued Benefits and the Pro-Rata Target Bonus.

(c) Termination by the Corporation Without Cause or by the Executive for Good Reason Other Than Within Two Years Following a Change in Control. If, during the Term, the Corporation terminates the Executive's employment without Cause or the Executive terminates his employment for Good Reason, in either such case, other than within two years after a Change in Control, he shall be entitled to receive, in addition to the Accrued Benefits, subject to the timely execution and non-revocation of a release substantially in the form attached hereto as Exhibit A within sixty (60) days following the termination date and to Executive's continued compliance with the restrictive covenants contained in Section 6:

(i) continued Salary (disregarding any reduction in Salary that would constitute Good Reason) for eighteen (18) months payable in eighteen (18) equal monthly installments commencing as soon as administratively feasible following the sixtieth (60th) day after such termination;

(ii) an amount equal to the average of the Combined Bonuses paid to the Executive in the three-year period immediately prior to such termination, which amount will be payable in twelve equal installments commencing as soon as administratively feasible following the sixtieth (60th) day after such termination; and

(iii) if the Executive or his beneficiaries elect continued medical coverage under COBRA, the Corporation will pay for coverage under COBRA for eighteen (18) months following such termination.

(d) Termination by the Corporation Without Cause or by the Executive for Good Reason Within Two Years After a Change in Control. If, during the Term, the Corporation terminates the Executive's employment without Cause or the Executive terminates his employment for Good Reason, in either such case, within two years after a Change in Control, he shall be entitled to receive, in addition to the Accrued Benefits, subject to the timely execution and non-revocation of a release substantially in the form attached hereto as Exhibit A within sixty (60) days following the termination date and to the Executive's continued compliance with the restrictive covenants contained in Section 6:

(i) (x) if the Change in Control satisfies the requirements of Section 1.409A-3(i)(5)(v), (vi) or (vii) of the Code (a "409A Change in Control"), a lump sum payment, to be paid as soon as administratively feasible following the date on which the release becomes

effective, and in any event within ten (10) days thereafter, equal to two and one-half (2.5) times the sum of (A) the Salary (but in no event less than the Salary in effect immediately prior to the Change in Control) and (B) the average of the Combined Bonuses paid to the Executive for each of the three Fiscal Years immediately prior to such termination; provided that the amount calculated for purposes of this clause (B) shall not be less than the amount as if the calculation were performed immediately prior to the Change in Control; or (y) if the Change in Control does not qualify as a 409A Change in Control, the Executive will receive the amount described in the foregoing clause (x) payable in eighteen (18) equal monthly installments commencing as soon as administratively feasible following the date on which the release becomes effective, but in any event within ten (10) days thereafter;

(ii) a pro-rata portion of the higher of (A) the Combined Bonus for the most recently completed Fiscal Year, provided that the bonus amounts used for calculating the amount due under this clause (A) shall not be less than the Combined Bonus for the Fiscal Year immediately prior to the Change in Control; or (B) the Target Bonus, to be paid as soon as administratively feasible following the date on which the release becomes effective, and in any event within ten (10) days thereafter; and

(iii) for the period commencing on the date of the Executive's termination of employment and continuing until December 31 of the second calendar year following the calendar year in which the Executive's employment terminates (the "Continuation Period"), either (x) subject to the Executive making a timely election and continued eligibility to elect benefits under COBRA and the Executive's continued payment of premiums at active employee rates, continued medical and other group health coverage for the Executive and his eligible dependents under the Corporation's medical and group health plans (which expressly include the Corporation's Group Health Plan, the ArmadaCare Ultimate Health Plan and the Supplemental Health Benefits Plan for Senior Executives) or (y) if the Corporation determines in its sole discretion that any such coverage cannot be provided under the governing plan documents or that providing such coverage would result in a fine, penalty or other violation of law, monthly payments equal to the premium amounts (including both employer and employee portions) or other claims paid by the Corporation under such coverages; provided, however, that in the event that any such coverage is discontinued following a Change in Control or the Corporation or any successor otherwise fails to provide the Executive access to such coverage following a Change in Control, the Corporation shall either provide equivalent coverage, provide the Executive an amount in cash to procure equivalent coverage on an individual basis or otherwise continue to pay applicable claims that would have been reimbursed under such coverage.

Notwithstanding the foregoing, if the sixty (60) day period described above in this Section 4(d) or Section 4(c) begins in one calendar year and ends in the following calendar year, then any payments or benefits described above that, but for this subsection (iv), would have been paid in the first calendar year will instead be paid in a lump sum on or within ten (10) days after the first day of the second calendar year, with any other payments to be made as though no such delay had occurred.

(e) Specified Employee. Notwithstanding any other provision of this Agreement, if (i) the Executive is to receive payments or benefits under Section 4 by reason of his separation from service (as such term is defined in Code Section 409A) other than as a result of his death, (ii) the Executive is a "specified employee" within the meaning of Code Section 409A for the period in which the payment or benefits would otherwise commence, and/or (iii) such payment or benefit would otherwise subject the Executive to any tax, interest or penalty imposed under Code Section 409A (or any regulation promulgated thereunder) if the payment or benefit would commence within six months of a termination of the Executive's employment, then such payment or benefit required under Section 4 shall not commence until the first day which is at least six months and one day after the termination of the Executive's employment. Each severance installment contemplated under this Section 4 shall be treated as a separate payment in a series of separate payments under Treasury Regulation Section 1.409A-2(b)(2)(iii). Payments and benefits subject to this Section 4(f), together with simple interest calculated at the Secured Overnight Financing Rate (SOFR) as of the date of such separation from service, shall be paid to the Executive in one lump sum payment or otherwise provided to the Executive as soon as administratively feasible after the first day which is at least six months after the termination of the Executive's employment. Thereafter, such payments and benefits shall continue, if applicable, for the relevant period set forth above. For purposes of this Agreement, all references to "termination of employment" and other similar language shall mean a "separation from service," as defined in Treasury Regulation Section 1.409A-1(h).

(f) Reimbursements or In-Kind Benefits. To the extent any right to reimbursements or in-kind benefits hereunder constitutes "non-qualified deferred compensation" for purposes of Code Section 409A, (i) all such reimbursements shall be made as soon as practicable, but no later than the last day of the taxable year following the taxable year in which the related expenses were incurred, (ii) no such right shall be subject to liquidation or exchange for another benefit, and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(g) Miscellaneous. For the avoidance of doubt, the Executive shall only receive, if entitled, the payments and benefits provided under Section 4(c) or 4(d), whichever is applicable, but not under both such sections.

5. **NO DUTY TO MITIGATE.** The Executive shall not be required to mitigate or offset the amount of any payments or other benefits provided under this Agreement by seeking employment or otherwise, nor shall the amount of any payment provided under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the date of termination from the Corporation.

6. **RESTRICTIVE COVENANTS.**

(a) Confidentiality. The Executive agrees that at all times during his term of employment with the Corporation and at all times thereafter (except as otherwise required by applicable law, regulation or legal process) he shall hold in strictest confidence and not use for his own benefit or the benefit of any other person, and not disclose to any person without authorization from the Corporation, any Confidential Information. "Confidential Information" means any and all confidential or proprietary business information of the Corporation or any of its affiliates, including, without limitation, information relating to the Corporation's or any of its affiliates' trade secrets, software and technology architecture, networks, business methodologies, facilities, financial and operational information, contracts, customer lists, marketing or sales prospect lists, "know how," and all copies, reproductions, notes, analyses, compilations, studies, interpretations, summaries and other documents in connection with the foregoing. Confidential Information does not include any information which (i) is or becomes publicly known or available other than as a result of wrongful disclosure by the Executive (ii) becomes available to the Executive on a non-confidential basis from a source which, to the Executive's knowledge, is not prohibited from disclosing such Confidential Information to him, or (iii) is generally known in the industry in which the Corporation or any of its affiliates operate and pertains to activities or business not specific to the Corporation or any of its affiliates. Additionally, the Executive will deliver promptly to the Corporation upon any termination of employment, all agreements, memoranda, notes, records, reports and other documents (and all copies thereof) relating to the Corporation's (or any of its affiliates') business and all other property of the Corporation, which the Executive may then possess or have under his control other than publicly available documents.

(b) Non-Solicitation of Employees. During the Executive's term of employment with the Corporation and for the eighteen (18) month period following any termination of employment (the "Non-Solicit Period"), the Executive will not, for any reason, solicit, assist or encourage the solicitation of, employ or engage the services of any person who was a full-time employee ("Employee") of, or independent contractor ("Independent Contractor") to, the Corporation at the date of such termination or within six (6) months prior thereto to work for the Executive or for any entity with which he is affiliated. For this purpose, the term "solicit" will mean contacting, or providing information to others who may reasonably be expected to contact, any Employee or Independent Contractor regarding such Employee's or Independent Contractor's interest in seeking employment with an entity other than (i) the Corporation or (ii) an entity affiliated with the Corporation.

(c) Non-Solicitation of Customers/Non-Interference with Vendors. During the Executive's term of employment with the Corporation and the Non-Solicit Period, the Executive will not, for any reason, solicit or encourage any vendor, Customer or Prospective Customer to cease any relationship with the Corporation or any of its affiliates, or service in any way any Customer or Prospective Customer. For this purpose, the term "solicit" will mean contacting, or providing information to others who may reasonably be expected to contact, any such vendor,

Customer or Prospective Customer regarding such Customer or Prospective Customer's interest in receiving the Executive's services or the services of any entity with which the Executive is affiliated or the cessation of any such relationship. The term "Customer" will mean all persons for whom the Corporation maintains an active account or file in the active records of the Corporation, or for whom the Corporation has otherwise performed or performs any services or provided products within the twelve (12) month period preceding the Executive's termination of employment. The term "Prospective Customer" means those persons and entities who have been approached by or on behalf of the Corporation to become a customer or who have been entered into the internal records of the Corporation as a prospective or potential customer.

(d) Non-Compete. The Executive expressly covenants and agrees that during his term of employment with the Corporation and the Non-Solicit Period, the Executive will not directly or indirectly, own, manage, operate, join, control, receive compensation or benefits from, or participate in the ownership, management, operation, or control of, or be employed or be otherwise connected in any manner with, any business which directly or indirectly competes in any material respect with any of the businesses of the Corporation or any of its affiliates, as conducted or planned by the Corporation or any affiliate during the Executive's employment.

(e) Non-Disparagement. The Executive agrees that, during his period of employment and thereafter, he will not defame, disparage or publicly criticize the Corporation and/or its affiliates and/or management to any person or entity. In addition, the Executive will not speak in a negative or disparaging manner about the Corporation and/or its affiliates and/or management or its business, to the media, whether electronic, print or otherwise, without the prior written approval of the Corporation. Nothing herein, however, will prohibit the Executive from making truthful statements to the extent legally compelled or otherwise required by applicable laws or governmental regulations or judicial or regulatory proceedings.

(f) Remedy for Breach. The Executive acknowledges and agrees that the restrictions set forth in this Section 6, including the protection of the Corporation's Confidential Information and the prohibitions against competition and solicitation, are critical and necessary to protect the Corporation's legitimate business interests; are reasonably drawn to this end with respect to duration, scope, and otherwise; are not unduly burdensome; are not injurious to the public interest; and are supported by adequate consideration. The Executive also acknowledges and agrees that, in the event that the Executive breaches any of these restrictions, the Corporation could suffer immediate, irreparable injury and will, therefore, be entitled to seek injunctive relief, in addition to any other damages to which it may be entitled. In the event of any dispute, claim or cause of action arising out of this Agreement or the Offer Letter, the losing party shall reimburse the prevailing party for the costs and reasonable attorneys' fees incurred by the prevailing party in connection with such dispute, claim or cause of action.

(g) Severability; Modification. The Executive acknowledges that the restrictive covenants contained in this Agreement are reasonable and valid in geographical and temporal scope and in all other respects. If any arbitrator or court of competent jurisdiction determines

that any such restrictive covenants, or any part of any of them, is invalid or unenforceable, the remainder of such covenants and parts thereof shall not thereby be affected and shall be given full effect, without regard to the invalid portion. If any arbitrator or court determines that any of such covenants, or any part thereof, is invalid or unenforceable because of the geographic or temporal scope of such provision, such arbitrator or court shall reduce such scope to the extent necessary to make such covenants valid and enforceable.

7. **CERTAIN EXCISE TAXES.** In the event of a change of ownership or control of the Corporation during the Executive's term of employment, anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment, benefit or distribution by, to or for the benefit of the Executive, whether made under this Agreement, the Offer Letter or otherwise (a "Payment") would be subject to the excise tax imposed by Code Section 4999 or any like or successor section thereto (the "Excise Tax") and if the net-after tax amount (taking into account all applicable taxes payable by the Executive, including any Excise Tax) that the Executive would receive with respect to such Payments does not exceed the net-after tax amount the Executive would receive if the amount of such Payments was reduced to the maximum amount which could otherwise be payable to the Executive without the imposition of the Excise Tax, then, to the extent necessary to eliminate the imposition of the Excise Tax, such Payments shall be reduced in the following order, (i) first, any future cash Payments (if any) shall be reduced (if necessary, to zero); (ii) second, any current cash Payments shall be reduced (if necessary, to zero); (ii) third, all non-cash Payments (other than equity or equity derivative related payments) shall be reduced (if necessary, to zero); and (iv) fourth, all equity or equity derivative payments shall be reduced. The Executive and the Corporation hereby agree that the calculation of any reduction in payments contemplated by this Section 7 and any tax withholding due in connection with any Excise Tax shall be made by Golden Parachute Tax Solutions LLC (or another nationally recognized certified public accounting or professional firm that is recognized as an expert in determinations and calculations for purposes of Section 280G of the Code, selected by the Corporation and consented to by the Executive, such consent not to be unreasonably withheld or delayed) (the "Calculating Firm") and the determination of any such reduction in payments or Excise Tax withholding shall be conclusive and binding on the Executive absent manifest error. All fees and expenses of the Calculating Firm shall be borne solely by the Corporation. Prior to any reduction in payments contemplated by this Section 7, the Corporation shall provide the Executive with a report setting forth its calculations and the amount of such reduction, along with adequate supporting information.

8. **INDEMNIFICATION.** During the Term, (i) the Corporation will provide the Executive with indemnification rights and protections to the same extent as is provided from time to time to the other senior executive officers of the Corporation, including, without limitation, the advancement of expenses, all on the same terms and conditions applicable to such senior executive officers, and (ii) the Executive will be covered at all times by such directors' and officers' liability insurance as the Corporation will from time to time obtain, if any, and such coverage will be substantially similar to that provided to the other senior executive officers of the Corporation.

9. **REPRESENTATIONS.** The Executive represents and warrants to the Corporation that his execution of this Agreement and the performance of his obligations hereunder and under the Offer Letter will not breach or be in conflict with any other agreement to which the Executive is a party or by which he is otherwise bound. The Executive further represents and warrants that he is not currently subject to any covenants against competition or similar covenants or any court order that could preclude or otherwise affect the performance of his duties and obligations hereunder and under the Offer Letter.

10. **SUCCESSORS; ASSIGNABILITY; BINDING AGREEMENT**. The Corporation shall require any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business, equity and/or assets of the Corporation to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place. As referred to in this Agreement, "Corporation" shall mean the Corporation as herein defined and any successor to its business, equity and/or assets which becomes bound by the terms and conditions of this Agreement by operation of law. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs (if applicable) and assigns. No rights or obligations of the parties under this Agreement may be assigned without the consent of both parties, except by will or the laws of descent and distribution.

11. **NOTICES**. Any notice given to either party hereto shall be in writing and shall be deemed to have been given when delivered either personally, by fax, by overnight delivery service (such as Federal Express) or sent by certified mail postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as the party may subsequently give notice of.

If to the Corporation or the Board:

Griffon Corporation
712 Fifth Avenue, 18th Floor
New York, New York 10019
Attention: Chief Executive Officer

With a copy to:

Andrew Braid, Esq.
Dechert LLP
2929 Arch Street
Philadelphia, PA 19104
E-mail: andrew.braid@dechert.com

If to the Executive:

Mr. Seth L. Kaplan
c/o Griffon Corporation
712 Fifth Avenue, 18th Floor
New York, New York 10019
E-mail: kaplan@griffon.com

12. **WITHHOLDING TAXES.** The Executive will be solely responsible for any applicable federal, state, local or other taxes, resulting from any taxable income paid to him hereunder or otherwise by the Corporation, including without limitation any taxes imposed under Code Section 409A or Code Section 4999. Notwithstanding the foregoing, the Corporation will be entitled to withhold from any payments made to the Executive hereunder or otherwise, and to report to appropriate federal, state and local taxing authorities, all amounts required to be withheld or reported.

13. **MODIFICATIONS AND WAIVERS; ENTIRE AGREEMENT**. No agreements or representations, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement or the Offer Letter. No provisions of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing signed by the Executive and the Chief Executive Officer of the Corporation. No waiver by either party hereto at any time of any breach by the other party hereto of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time. This Agreement shall not supersede or in any way limit the rights, duties or obligations the Executive may have under any other written agreement with the Corporation including, without limitation, any employment agreement now in effect or subsequently entered into by and between the Executive and the Corporation; provided, however, for the avoidance of doubt, this Agreement restates and supersedes the Prior Agreement in its entirety.

14. **SURVIVAL.** The respective rights and obligations of the parties hereunder and under the Offer Letter shall survive the termination of this Agreement and the termination of the Executive's employment with the Corporation for any reason, to the extent necessary to enforce the rights and obligations of the parties following any such termination as set forth in this Agreement.

15. **GOVERNING LAW**. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to principles of conflict of laws thereof. Any action or proceeding not subject to arbitration under Section 25 must be brought solely in a state or federal court in New York County, New York. The Parties consent to the personal jurisdiction of such courts, and waive any objections based on *forum non conveniens*.

16. **DISPUTES**. If any contest or dispute arising with respect to the terms and conditions of the Executive's employment with the Corporation, under this Agreement, the Offer Letter or otherwise, such contest or dispute shall be submitted to binding arbitration for resolution in New York, New York, in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect; provided, however, that the Corporation may bring an action to specifically enforce any confidentiality, non-compete, non-interference, non-disparagement or non-solicitation covenant. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. The fees charged by the American Arbitration Association in connection with commencing such arbitration will be borne equally by the Executive and the Corporation.

17. **HEADINGS.** The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

18. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the day and year first written above.

GRIFFON CORPORATION:

By: /s/ Robert F. Mehmel
Robert F. Mehmel
President and Chief Operating Officer

EXECUTIVE:

Signature: /s/ Seth L. Kaplan
Name: Seth L. Kaplan

EXHIBIT A

General Release

IN CONSIDERATION OF good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained in the Amended and Restated Severance Agreement, dated as of May 8, 2024, (the "Agreement") by and between Seth L. Kaplan (the "Executive") and Griffon Corporation (the "Company"), the Executive on behalf of himself and his heirs, executors, administrators, and assigns, releases and discharges the Company and its past present and future subsidiaries, divisions, affiliates and parents, and their respective current and former officers, directors, shareholders, employees, agents, and/or owners, and their respective successors and assigns, and any other person or entity claimed to be jointly or severally liable with the Company or any of the aforementioned persons or entities (the "Released Parties") from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, and demands whatsoever ("Losses") which the Executive and his heirs, executors, administrators, and assigns have, had, or may hereafter have, against the Released Parties or any of them arising at any time from the beginning of the world to the date hereof, including but not limited to, any and all Losses arising under any federal, state, or local statute, rule, or regulation, or principle of contract law or common law relating to the Executive's employment by the Company and the cessation thereof, including but not limited to, the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. §§ 2601 et seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq., the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 et seq. (the "ADEA"), the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq., the Worker Adjustment and Retraining Notification Act of 1988, as amended, 29 U.S.C. §§2101 et seq., the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 et seq., the Older Workers Benefit Protection Act, as amended, 29 U.S.C. §§ 621 et seq., Sections 1981 through 1988 of Title 42 of the United States Code, the Fair Credit Reporting Act, as amended, 15 U.S.C. §§ 1681 et seq., the Occupational Safety and Health Act of 1970, as amended, the Sarbanes-Oxley Act of 2002, as amended, the Equal Pay Act, as amended, the New York State and New York City Human Rights Laws, the New York Labor Laws, the New York Whistleblower Protection Law, the New York State and New York City Civil Rights Law, the New York AIDS/HIV confidentiality law and any other federal, state, or local civil human rights, bias, whistleblower, discrimination, wage, wage-hour, compensation, retaliation, employment, labor law, statute, regulation or ordinance; provided, however, that the Executive does not release or discharge the Released Parties from (i) any rights to any payments, benefits or reimbursements due to the Executive under the Agreement or the Offer Letter (as defined in the Agreement); (ii) any rights to any vested benefits due to the Executive under any employee benefit plans sponsored or maintained by the Company; or (iii) any rights to indemnification or advancement under applicable law or the Company's (or any of its subsidiaries') governing instruments or rights under any applicable director's and officer's liability insurance policy. It is understood that nothing in this general release is to be construed

as an admission on behalf of the Released Parties of any wrongdoing with respect to the Executive, any such wrongdoing being expressly denied.

The Executive represents and warrants that he fully understands the terms of this General Release, that he has been and hereby is encouraged to seek, and has sought, the benefit of advice of legal counsel, and that he knowingly and voluntarily, of his own free will, without any duress, being fully informed, and after due deliberation, accepts its terms and signs below as his own free act. Except as otherwise provided herein, the Executive understands that as a result of executing this General Release, he will not have the right to assert that the Company or any other of the Released Parties unlawfully terminated his employment or violated any of his rights in connection with his employment or otherwise.

The Executive further represents and warrants that he has not filed, and will not initiate, or cause to be initiated on his behalf any complaint, charge, claim, or proceeding against any of the Released Parties before any federal, state, or local agency, court, or other body relating to any claims barred or released in this General Release thereof, and will not voluntarily participate in such a proceeding. However, nothing in this General Release shall preclude or prevent the Executive from filing a claim which challenges the validity of this General Release solely with respect to the Executive's waiver of any Losses arising under the ADEA, nor shall this General Release preclude or prevent Executive from filing a charge of discrimination with the U.S. Equal Employment Opportunity Commission or similar state or local agency. The Executive shall not accept any relief obtained on his behalf by any government agency, private party, class, or otherwise with respect to any claims covered by this General Release.

The Executive may take twenty-one (21) days, or, if required under the ADEA, forty-five (45) days, to consider whether to execute this General Release. Upon the Executive's execution of this General Release, the Executive will have seven (7) days after such execution in which he may revoke such execution. In the event of revocation, the Executive must present written notice of such revocation to the office of the Company. If seven (7) days pass without receipt of such notice of revocation, this General Release shall become binding and effective on the eighth (8th) day after the execution hereof. If you revoke all or a part of this General Release prior to the expiration of the revocation period, the Company will have the right to terminate any or all or of its commitments under the Agreement and the Offer Letter (as defined in the Agreement) and to recover any monies or other consideration previously provided to you under the Agreement or the Offer Letter in connection with your termination, and to pursue any other remedies that may otherwise be available to the Company.

INTENDING TO BE LEGALLY BOUND, I hereby set my hand below:

____
Seth L. Kaplan

Dated:_________________

AMENDMENT NO. 2 TO THE

GRIFFON CORPORATION AMENDED AND RESTATED 2016 EQUITY INCENTIVE PLAN

WITNESSETH:

WHEREAS, Griffon Corporation (the "Company") adopted the Griffon Corporation Amended and Restated 2016 Equity Incentive Plan (the "Original A&R Plan") to attract, motivate and retain selected employees, consultants and non-employee directors for the Company and its subsidiaries, to provide such persons with incentives and rewards for superior performance and to better align the interests of such persons with the interests of the Company's stockholders as further described therein, and

WHEREAS, the Company previously amended the Original A&R Plan pursuant to Amendment No. 1 to the Original A&R Plan, effective as of March 20, 2024 (as so amended, the "Plan"); and

WHEREAS, the Company desires to further amend the Plan to change the definition of "Change in Control."

NOW, THEREFORE, the Plan is hereby amended as follows.

1. A new Section 2.39 is hereby added to the Plan, as follows:

   "2.39. "*Amendment No. 2 to A&R Plan Effective Date*" means the date Amendment No. 2 to the Plan is approved by the Board.

2. **Section 2.6** is of the Plan shall be deleted and replaced in its entirety with the following:

2.6. "*Change in Control*" means, after the Effective Date:

(i) any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d 3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of the Company ("Outstanding Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors ("Outstanding Voting Securities"); provided, however, that, for purposes of this Section 2.6(i), the following acquisitions shall not constitute a Change in Control: (w) any acquisition directly from the Company, (x) any acquisition by the Company or any Affiliate, (y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliated Company or (z) any acquisition pursuant to a transaction that meets the conditions of each of Sections 2.6(iii)(A), 2.6(iii)(B) and 2.6(iii)(C);

(ii) individuals who, as of the Amendment No. 2 to A&R Plan Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual whose election to the Board, or nomination for election by the Company's stockholders, is approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) the consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its Subsidiaries, or a sale or other disposition of all or substantially all of the assets of the Company, in a single transaction or series of related transactions, or the acquisition of assets or securities of another entity by the Company or any of its Subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Common Stock and the Outstanding Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, 80% or more of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more Subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Common Stock and the Outstanding Voting Securities, as the case may be, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company, or a sale (whether direct or indirect) of all or substantially all of the assets of the Company or of the Company's Subsidiaries in a single transaction or

series of related transactions (except pursuant to an acquisition described in Sections 2.6(i)(x) or 2.6(i)(y)).

Notwithstanding the foregoing, a "Change in Control" shall not include any event, circumstance or transaction that results from an action of any person, entity or group which includes, is affiliated with or is wholly or partly controlled by one or more executive officers of the Corporation and in which any named executive officer participates directly or actively.

3. Except as specifically provided in and modified by this amendment, the Plan is in all other respects hereby ratified and confirmed and references to the Plan shall be deemed to refer to the Plan as modified by this amendment.

To record the adoption of this Amendment No. 2 to the Plan, Griffon Corporation has caused its authorized officer to affix its corporate name this 8th day of May, 2024.

GRIFFON CORPORATION

By: _/s/ Seth L. Kaplan_______________

Name: Seth L. Kaplan
Title: Senior Vice President

Exhibit 31.1

CERTIFICATION

I, Ronald J. Kramer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Griffon Corporation;

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: May 8, 2024

/s/ Ronald J. Kramer
Ronald J. Kramer
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, Brian G. Harris, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Griffon Corporation;

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: May 8, 2024

/s/ Brian G. Harris
Brian G. Harris
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 32

CERTIFICATIONS PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Ronald J. Kramer, Chief Executive Officer of Griffon Corporation, hereby certify that the Form 10-Q of Griffon Corporation for the period ended March 31, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Griffon Corporation.

/s/ Ronald J. Kramer
Name: Ronald J. Kramer
Date: May 8, 2024

I, Brian G. Harris, Senior Vice President and Chief Financial Officer of Griffon Corporation, hereby certify that the Form 10-Q of Griffon Corporation for the period ended March 31, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Griffon Corporation.

/s/ Brian G. Harris
Name: Brian G. Harris
Date: May 8, 2024

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