

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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2024

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

Commission File Number 001-31225

ENPRO INC.

(Exact name of registrant, as specified in its charter)

North Carolina

01-0573945

(State or other jurisdiction of incorporation)

(I.R.S. Employer Identification No.)

5605 Carnegie Boulevard

Suite 500

Charlotte

North Carolina

28209

(Address of principal executive offices)

(Zip Code)

(704) 731-1500

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, \$0.01 par value	NPO	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

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, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Relates to the reclassification of the cash outflow for the purchase of the noncontrolling interests in a subsidiary from investing activities to financing activities

within the calendar year 2022 consolidated statement of cash flow, which the registrant determined to be immaterial after applying the guidance in SAB No. 99. No other fiscal 2022 financial statement and no financial statement subsequent to fiscal 2022, was impacted by the above noted reclassification. Refer to Notes to Consolidated Financial Statements included herein.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

ý

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

The aggregate market value of voting and nonvoting common stock of the registrant held by non-affiliates of the registrant as of June 28, 2024 was \$ 3,037,824,925 . As of February 5, 2025, there were 21,190,297 shares of common stock of the registrant outstanding, which includes 176,465 shares of common stock held by a subsidiary of the registrant and accordingly are not entitled to be voted.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive proxy statement for the 2025 annual meeting of shareholders are incorporated by reference into Part III.

---

## TABLE OF CONTENTS

	Page	
<b>PART I</b>		
Item 1	<u>Business</u>	1
Item 1A	<u>Risk Factors</u>	7
Item 1B	<u>Unresolved Staff Comments</u>	15
Item 1C	<u>Cybersecurity</u>	15
Item 2	<u>Properties</u>	16
Item 3	<u>Legal Proceedings</u>	17
Item 4	<u>Mine Safety Disclosures</u>	17
	<u>Executive Officers of the Registrant</u>	18
<b>PART II</b>		
Item 5	<u>Market for Registrant's Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities</u>	19
Item 6	<u>[Reserved]</u>	20
Item 7	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	21
Item 7A	<u>Quantitative and Qualitative Disclosures About Market Risk</u>	40
Item 8	<u>Financial Statements and Supplementary Data</u>	41
Item 9	<u>Changes In and Disagreements with Accountants on Accounting and Financial Disclosure</u>	41
Item 9A	<u>Controls and Procedures</u>	41
Item 9B	<u>Other Information</u>	42
Item 9C	<u>Disclosure Regarding Foreign Jurisdictions that Prevent Inspections</u>	42
<b>PART III</b>		
Item 10	<u>Directors, Executive Officers and Corporate Governance</u>	43
Item 11	<u>Executive Compensation</u>	43
Item 12	<u>Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u>	43
Item 13	<u>Certain Relationships and Related Transactions, and Director Independence</u>	44
Item 14	<u>Principal Accountant Fees and Services</u>	44
<b>PART IV</b>		
Item 15	<u>Exhibits and Financial Statement Schedules</u>	44
Item 16	<u>Form 10-K Summary</u>	44
	<u>Exhibit Index</u>	45
	<u>Signatures</u>	49
	<u>Report of Independent Registered Public Accounting Firm</u>	50
	<u>Consolidated Statements of Operations</u>	53
	<u>Consolidated Statements of Comprehensive Income</u>	54
	<u>Consolidated Statements of Cash Flows</u>	55
	<u>Consolidated Balance Sheets</u>	57
	<u>Consolidated Statements of Changes in Shareholders' Equity</u>	58
	<u>Notes to Consolidated Financial Statements</u>	59
	<u>Schedule II – Valuation and Qualifying Accounts</u>	96

## ENPRO INC.

### PART I

#### ITEM 1. BUSINESS

As used in this report, the terms "we," "us," "our," "Enpro" and "Company" mean Enpro Inc. and its subsidiaries (unless the context indicates another meaning). The term "common stock" means the common stock of Enpro Inc., par value \$0.01 per share.

##### **Background**

Enpro was incorporated under the laws of the State of North Carolina on January 11, 2002, as a wholly owned subsidiary of Goodrich Corporation ("Goodrich"). The incorporation was organized in anticipation of Goodrich's intended spin-off of its Engineered Industrial Products segment, named Enpro Industries, Inc., by a distribution of the Company's common stock to existing Goodrich shareholders. The distribution took place on May 31, 2002.

Today, Enpro Inc. is a leading-edge industrial technology company focused on critical applications across a diverse group of growing end markets including semiconductor, industrial process, commercial vehicle, sustainable power generation, aerospace, food and pharmaceuticals, photonics and life sciences. Enpro is a leader in applied engineering and designs, develops, manufactures, and markets proprietary, value-added products and solutions that generally have a specified position on a critical application, contributing key functionality with the purpose of safeguarding a variety of critical environments. Over the past several years, we have executed several strategic initiatives to create a portfolio of businesses that offers proprietary, industrial technology-related products and solutions with high barriers to entry, compelling margins, strong cash flow, and perpetual recurring/aftermarket revenue in markets with favorable secular tailwinds. These initiatives, which include those described in "Acquisitions" and "Dispositions" below, have widened our capabilities to provide solutions to the semiconductor, life sciences, and other leading-edge industries. As of December 31, 2024, our continuing operations had 15 primary manufacturing and service facilities (approximately 50,000 square feet or larger) located in 8 countries, including the United States.

Our sales from continuing operations by geography in 2024, 2023 and 2022:

	2024	2023		2022	
		(in millions)			
United States	\$ 601.7	\$ 640.3	\$ 687.4		
Europe	152.4	149.6	139.7		
Asia Pacific and Rest of World	294.6	269.4	272.1		
Total	\$ 1,048.7	\$ 1,059.3	\$ 1,099.2		

All filings can be found on our website at [www.enpro.com](http://www.enpro.com). We will make this annual report, in addition to our other annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports, available free of charge on our website as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission (the "SEC"). Our Corporate Governance Guidelines and the charters for each of our Board Committees (Audit and Risk Management, Compensation and Human Resources, Executive, and Nominating and Corporate Governance committees) are also available on our website, and copies of this information are available in print to any shareholder who requests it. Information included on or linked to our website is not incorporated by reference into this annual report.

##### **Acquisitions**

On January 29, 2024, Enpro acquired all of the equity securities of Advanced Micro Instruments, Inc. ("AMI"), a privately held company, for \$209.4 million, net of cash acquired. In connection with the acquisition of AMI, there were \$3.9 million of acquisition-related costs incurred during the year ended December 31, 2024 that are included in selling, general, and administrative expense in the accompanying Consolidated Statements of Operations.

AMI is a leading provider of highly-engineered, application-specific analyzers and sensing technologies that monitor critical parameters to maintain infrastructure integrity, enable process efficiency, enhance safety, and facilitate the clean energy transition. AMI is included within the Sealing Technologies segment.

Based in Costa Mesa, California, AMI serves customers in the midstream natural gas, biogas, industrial processing, cryogenics, food processing, laboratory wastewater and aerospace markets. The company offers a portfolio of oxygen, hydrogen, sulfide and moisture analyzers and proprietary sensing capabilities that detect contaminants in a variety of processes, including natural gas and biogas streams, which enable operators to avoid flaring and, thereby, reduce CO<sub>2</sub> emissions.

#### ***Acquisitions of non-controlling interests of Enpro subsidiaries***

In connection with our acquisition of Alluxa in October 2020, three Alluxa executives (the "Alluxa Executives") received rollover equity interests in the form of approximately 7% of the total equity interest of an entity we formed for the purpose of acquiring Alluxa (the "Alluxa Acquisition Subsidiary"). Pursuant to the limited liability operating agreement (the "Alluxa LLC Agreement") that was entered into with the completion of the transaction, each Alluxa Executive had the right to sell to us, and we had the right to purchase from each Alluxa Executive (collectively, the "Put and Call Rights"), one-third of the Alluxa Executive equity interests in the Alluxa Acquisition Subsidiary during each of three exercise periods in 2024, 2025 and 2026, with any amount not sold or purchased in a prior exercise period being carried forward to the subsequent exercise periods. In January 2024, we agreed with the Alluxa Executives to change the terms of the Put and Call Rights so that all outstanding equity interests could be acquired in 2024. In February of 2024, we acquired all outstanding equity interests in the Alluxa Acquisition Subsidiary for \$17.9 million, which was the minimum fixed price set in the Alluxa LLC Agreement. Enpro is now the sole owner of Alluxa.

In September 2019, Lunar Investment LLC ("Lunar"), a subsidiary of Enpro, acquired all of the equity securities of LeanTeq Co, LTD. and its affiliate LeanTeq LLC (collectively referred to as "LeanTeq"). As part of the transaction, two of the equity owners of LeanTeq, who were executives of the acquired entity (the "LeanTeq Executives"), acquired approximately a 10% ownership share of Lunar in the form of rollover equity. LeanTeq is included as part of our Advanced Surface Technologies segment. During the fourth quarter of 2022, Enpro acquired all of the equity interests of Lunar owned by the LeanTeq Executives and became the sole owner of LeanTeq.

As these transactions were for the acquisition of all remaining shares of a consolidated subsidiary with no change in control, the portion of the consideration paid that was related to the redeemable non-controlling interest as of the date the options were exercised was recorded within shareholder's equity and as a financing cash flow in the Consolidated Statement of Cash Flows in the respective periods.

#### ***Dispositions***

During the third quarter of 2022, we entered into an agreement to sell our GGB business and announced our intention to sell Garlock Pipeline Technologies, Inc. ("GPT"), which was sold in January 2023. These businesses comprised our remaining Engineered Materials segment ("Engineered Materials"). As a result of classifying the GGB and GPT businesses as held for sale in the third quarter of 2022, we determined Engineered Materials to be a discontinued operation. Unless otherwise indicated, amounts provided in Part I pertain to continuing operations only (see [Note 20](#) to our Consolidated Financial Statements in this Form 10-K for information on discontinued operations and the related disposition of those operations).

On January 30, 2023 we completed the sale of GPT. In 2023, we received \$28.9 million, net of transaction fees and cash sold, resulting in a pretax gain of \$14.6 million recognized in the first quarter of 2023.

The sale of GGB to The Timken Company closed on November 4, 2022. We received \$298.2 million, net of transaction fees and cash sold, including \$3.1 million of payments made in the first quarter of 2023. We recorded a pre-tax gain of \$189.1 million as part of our discontinued operations in the fourth quarter of 2022.

The sale of GGB included a subsidiary of our Sealing Technologies segment which is not part of the discontinued operations described above. The results of operations of this subsidiary are included in continuing operations for all periods being reported. As a result of this sale, we recorded a \$0.4 million loss in the fourth quarter of 2022 in other expense in our consolidated statement of operations.

#### ***Operations***

We manage our business as two segments: a Sealing Technologies segment and an Advanced Surface Technologies segment. Our reportable segments are managed separately based on differences in their respective products and solutions, and end-customers. For financial information with respect to our business segments, see [Item 7](#), "Management's Discussion and Analysis of Financial Condition and Results of Operations – Results of Operations," and [Note 18](#) to our Consolidated Financial Statements. Item 7 contains information about sales and profits for each segment, and Note 18 contains information about each segment's sales by major end market, capital expenditures, depreciation and amortization, and assets.

Sales by market for the year ended December 31, 2024 were as follows:

	Year Ended December 31, 2024	
	(in millions)	
	Total	% of Total
Aerospace	\$ 71.8	6.8%
Chemical and material processing	85.1	8.1%
Commercial vehicle	174.0	16.6%
Food and pharmaceutical	67.7	6.4%
General industrial	195.7	18.7%
Oil and gas	57.7	5.5%
Power generation	72.0	6.9%
Semiconductors	324.7	31.0%
Total third-party sales	\$ 1,048.7	100.0%

### **Sealing Technologies Segment**

Overview. Our Sealing Technologies segment, composed of three operating divisions, Garlock, Technetics and STEMCO, designs, engineers and manufactures value-added products and solutions that safeguard a variety of critical environments, including: metallic, non-metallic and composite material gaskets; dynamic seals; compression packing; elastomeric components; custom-engineered mechanical seals used in diverse applications; hydraulic components; test, measurement and sensing applications; sanitary gaskets; hoses and fittings for hygienic process industries; fluid transfer products for the pharmaceutical and biopharmaceutical industries; and commercial vehicle solutions used in wheel-end and suspension components that customers rely upon to ensure safety on our roadways.

These products are used in a variety of markets, including chemical and petrochemical processing, nuclear energy, hydrogen, natural gas, food and biopharmaceutical processing, primary metal manufacturing, mining, water and waste treatment, commercial vehicle, aerospace, medical, filtration and semiconductor fabrication. The performance and durability of our proprietary products and solutions are vital for the safety and environmental protection of our customers' processes. Many of our products and solutions are used in highly demanding applications, often in incredibly harsh environments; for example, where extreme temperatures, extreme pressures, corrosive environments, strict tolerances, or worn equipment create challenges for product performance.

Sealing Technologies offers customers widely recognized applied engineering, innovation, process know-how and reliability, driving a enduring aftermarket for many of our products and solutions. Aftermarket or recurring revenue approximates two-thirds of our Sealing Technologies segment's total revenue.

Garlock consists of two companies: Garlock Sealing Technologies (GST) and Garlock Hygienic Technologies (GHT).

GST engineers, designs, manufactures and markets metallic, non-metallic and composite material gaskets; dynamic seals; compression packing; hydraulic components; expansion joints; and wall penetration products.

Gasket products are used for sealing flange joints in a number of applications including in chemical, petrochemical and pulp and paper processing facilities where high pressures, high temperatures and corrosive chemicals create the need for specialized and highly engineered sealing products. Our products are also used in sanitary markets, such as food and beverage and pharmaceuticals, where product integrity and safety are extremely important. We sell these gasket products under a number of brand names, including: Garlock®, Gylon®, Blue-Gard®, ONE-UP®, Bio-Pro®, Tuf-Steel®, Detectomer®, and LINK-SEAL®. These products have a long-standing reputation for performance and reliability within the industries we serve.

Dynamic elastomeric seals are used in rotating applications to contain the lubricants that protect bearings from excessive friction and heat generation. Because these sealing products are utilized in dynamic applications, they are subject to wear. Durability, performance, and reliability are, therefore, critical requirements of our customers. These rotary seals are used for many markets, including for demanding applications in the steel, machine building, and mining and pulp and paper processing industries, under the well-known brand names Klozure® and PS Seal.

Compression packing is used to provide sealing in pressurized, static and dynamic applications such as pumps and valves. Major markets for compression packing products are the pulp and paper, mining, petrochemical and hydrocarbon processing industries. Branded products for these markets include 9000 EVSP®, Quickset®, and Graph-lock®.

GHT, includes Rubber Fab and The Aseptic Group, which together, design, manufacture and sell fluid process solutions, including: single-use hygienic seals, tubing, components and assemblies, primary for food and pharma markets.

Technetics designs, manufactures and sells high performance metal seals, mechanical seals, and elastomeric seals. These products are used in extreme applications for a variety of industries, including semiconductor, aerospace (including commercial space), power generation, oil and gas, life sciences and other markets. Technetics' brands include HELICOFLEX®, TEXEAL®, FELTMETAL™, CEFILAC GPA®, Qualiseal®, CEFIL'AIR®, and ORIGRAF®.

STEMCO designs, engineers and manufactures innovative wheel-end and suspension products and solutions for the medium and heavy-duty commercial vehicle and trailer markets. STEMCO's products protect our roadways and make them safer. The critical nature of the STEMCO product offering reduces the possibility of catastrophic failure on the roadways. Approximately two-thirds of the business is tied to the regular replacement of wheel-end systems through distribution, with a focus on securing specified positions with large transportation fleets, largely in North America, driving a sustainable aftermarket. New product innovation, best in class product performance and customer intimacy contribute to STEMCO's competitive advantages.

**Customers.** Our Sealing Technologies segment sells products and solutions through distribution, original equipment manufacturers ("OEMs"), engineering and construction firms and end users worldwide. Solutions are offered to a broad range of global customers, with approximately 42% of 2024 sales delivered to customers outside the United States.

**Competition.** Our businesses are differentiated from competitors with technology, applied engineering advantage and reliability, as well as customer service, application expertise, technical support, on-time delivery, breadth of product offering, reputation for quality, and product availability. Our leading brand names, including Garlock®, Technetics®, and STEMCO®, have been built upon long-standing reputations for reliability, engineering expertise, safety and durability. The breadth, performance and quality of our product offerings allow us to achieve premium pricing and have made us a preferred supplier, with specified positions in a variety of critical applications, that we can leverage through our distribution channels. We believe that our Sealing Segment's record of product performance in the major markets it serves is a significant competitive advantage.

**Raw Materials and Components.** Our Sealing Technologies segment uses PTFE resins, aramid fibers, specialty elastomers, elastomeric compounds, graphite and carbon, common and exotic metals, cold-rolled steel, leather, aluminum die castings, nitrile rubber, powdered metal components, and various fibers and resins. We believe that these raw materials and components are generally available from various suppliers, though sources for certain raw materials and components are limited.

#### **Advanced Surface Technologies Segment**

**Overview.** Our Advanced Surface Technologies ("AST") segment is composed of four operating businesses, NxEdge, Technetics Semi, LeanTeq, and Alluxa. Our AST segment applies proprietary technologies, processes, and capabilities to deliver a highly differentiated suite of products and solutions for challenging applications in high-growth markets. The segment's products and solutions are used in demanding environments requiring performance, precision and repeatability, with a low tolerance for failure. AST's products and solutions include: (i) cleaning, coating, testing, refurbishment and verification for critical components and assemblies used in state-of-the-art advanced node semiconductor manufacturing equipment, (ii) designing, manufacturing and selling specialized optical filters and proprietary thin-film coatings for the most challenging applications in the industrial technology, life sciences, communications and semiconductor markets, (iii) engineering and manufacturing complex front-end wafer processing sub-systems and new and refurbished electrostatic chuck pedestals for the semiconductor equipment industry, and (iv) engineering and manufacturing edge-welded metal bellows for the semiconductor equipment industry and critical applications in the space, aerospace and defense markets. In many instances, AST capabilities drive products and solutions that enable the maintenance of our customers' high-value processes through an entire life cycle.

NxEdge is an advanced manufacturing, special processing (cleaning, coating, surface treatments), and refurbishment solutions provider. NxEdge serves customers across the semiconductor supply chain, including top-tier global integrated device manufacturers ("IDMs") and original equipment manufacturers ("OEMs"). NxEdge's unique set of vertically integrated capabilities with proprietary processes has resulted in a broad range of qualifications at top customers.

Technetics Semi engineers and manufactures complex front-end wafer processing sub-systems, new and refurbished electrostatic chuck pedestals, thin film coatings, and edge-welded metal bellows for the semiconductor equipment industry. These capabilities are also leveraged for high reliability in critical applications for space, aerospace and defense markets.

LeanTeq provides cleaning, coating, testing, refurbishment and verification solutions for critical components and assemblies used in state-of-the-art advanced node semiconductor manufacturing equipment. LeanTeq offers highly differentiated, proprietary, technology-enabled processes, market-leading process tool expertise, and broad materials proficiency. These capabilities extend the life cycles of parts and shorten the time for cleaning of chamber components.

Alluxa manufactures specialized optical filters and thin-film coatings for challenging applications in the industrial technology, life sciences, communications, and semiconductor markets. Its products are developed through proprietary coating processes using state-of-the-art, advanced equipment engineered in-house. Alluxa partners with customers across major end markets to provide customized, complex precision coating solutions through Alluxa's specialized technology platform and proprietary processes.

**Customers.** Our Advanced Surface Technologies segment sells products and solutions to OEMs, IDMs, industrial agents and distributors, and end users worldwide. Advanced Surface Technologies' products and solutions are offered to global customers, with approximately 45% of sales delivered to customers outside the United States in 2024. Representative customers include leading global manufacturers of semiconductor manufacturing equipment, such as Applied Materials and ASML, as well as manufacturers of equipment used in the life sciences and industrial technology industries and government defense contractors. Due to consolidation in the semiconductor manufacturing equipment industry, a small number of companies control a significant majority of the global production of semiconductor manufacturing equipment. As a result, the segment is dependent on certain key relationships with customers in that industry and the loss of one or more of those key customers or other adverse changes in the segment's relationships with those customers could have a material adverse effect on our business, financial condition, results of operations and cash flows.

**Competition.** Competition in the markets we serve is based on technology differentiation, process know-how, proven performance and reliability, as well as price, customer service, application expertise, technical support, delivery terms, breadth of offerings, reputation for quality, global footprint and the availability of products and solutions. We believe that our significant competitive advantages include our technological knowledge, proprietary processes, manufacturing and analytical capabilities and record of performance, which enable us to satisfy the substantial upfront qualification processes required by many of our customers. The competitive landscape in the United States for advanced manufacturing, coating and refurbishment for the semiconductor supply chain includes several providers other than NxEdge, with no provider having a dominant market position. NxEdge has a broad offering of special processes and we believe a higher level of vertical integration than most of its competitors. In the semiconductor cleaning space, our competitors include a limited number of other providers of cleaning solutions, primarily in Taiwan, Japan, South Korea and the United States, with no provider having a dominant global market position. The optical coatings market is highly fragmented, with numerous small competitors to Alluxa.

**Raw Materials and Components.** Our Advanced Surface Technologies segment uses ultra-high purity chemicals, fluoropolymers, elastomeric compounds, technical ceramics, rare earth materials, specialty substrates, common and exotic metals. We believe that these raw materials and components are generally available from various suppliers, with occasional, isolated and short-term constraints.

#### **Research and Development**

Our research and development efforts strengthen our product portfolios in our more traditional markets while simultaneously creating distinctive and breakthrough products and solutions across the company. We utilize a process to move innovations from concept to commercialization, and to identify, analyze, develop and implement new product concepts and opportunities to expand market adjacencies with differentiated and compelling products that solve critical problems for our customers.

We employ scientists, engineers and technicians throughout the organization to develop, design and test new and improved products and solutions. We work closely with our customers to identify issues and solve technical problems for critical applications. The majority of our research and development spending typically is directed toward the development of new solutions for the most demanding environments, the development of technology to support the production, cleaning and refurbishment of critical semiconductor manufacturing equipment components, and advancing our technological and process know-how to develop opportunities in new and/or adjacent niche markets that will continue to differentiate the company.

#### **Backlog**

At December 31, 2024, we had order backlog valued at \$240.6 million, of which \$122.7 million is related to Sealing Technologies and \$117.9 million related to Advanced Surface Technologies, compared with \$225.4 million at December 31, 2023, of which \$110.4 million related to Sealing Technologies and \$115.0 million related to Advanced Surface Technologies. Approximately 4% of the December 31, 2024 backlog is expected to be filled beyond 2025. Backlog represents orders on hand

that we believe to be firm. However, there is no certainty the backlog orders will result in actual sales at the times or in the amounts ordered.

#### **Quality Assurance**

We believe the quality of our products and solutions is among the most important factors in developing and maintaining strong, long-term relationships with our customers. In order to meet the exacting requirements of our customers, we maintain stringent standards of quality control. We routinely employ in-process inspection by using testing equipment as a process aid during all stages of development, design and production to ensure product quality and reliability. These include but not limited to, state-of-the-art CAD/CAM equipment, statistical process control systems, laser tracking devices, failure mode and effect analysis, and coordinate measuring machines. We are able to extract numerical quality control data as a statistical measurement of the quality of the parts being manufactured from our Computer Numerical Control ("CNC") machinery. In addition, we perform quality control tests on parts that we outsource. As a result of our practices, we are able to significantly improve the quality of the services we provide and the parts we manufacture, avoid and reduce defects, and improve efficiency and reliability.

As of December 31, 2024, 26 of our manufacturing and service facilities were ISO 9001 certified. Four of our facilities are ISO 14001 certified.

#### **Patents, Trademarks and Other Intellectual Property**

We maintain a number of patents and trademarks issued by the U.S. and other countries relating to the name and design of our products and have granted licenses to some of these patents and trademarks. We routinely evaluate the need to protect new and existing products through the patent and trademark systems in the U.S. and other countries. We also have unpatented proprietary information, consisting of engineering, design, and process know-how, along with trade secrets relating to the design, manufacture and operation of our products and their use, and to certain services we perform. Except for proprietary formulations and know-how in our Advanced Surface Technologies segment, we do not consider our business as a whole to be materially dependent on any particular patent, patent right, trademark, trade secret or license granted or group of related patents, patent rights, trademarks, trade secrets or licenses granted.

In general, we are the owner of the rights to the products that we manufacture and sell. However, we also license certain intellectual property from various entities. These licenses are subject to renewal and it is possible we may not successfully renegotiate these licenses or they could be terminated in the event of a material breach. If this were to occur, our business, financial condition, results of operations and cash flows could be adversely affected.

#### **Human Capital**

As of December 31, 2024, we had approximately 3,500 employees, of which approximately 65% are in North America, 23% in Asia Pacific, and 12% in Europe.

We strive to create an environment where all colleagues can flourish and develop, and view human development as a basic right, and a core foundation to achieving excellence. Enpro is a dual-bottom line company - with the development of our colleagues and their excellence inextricably linked to a productive environment that drives strong financial performance. Safety, excellence, and respect are our enduring core values and are the standard by which we measure all our actions, including how we treat our colleagues, physically and psychologically.

In 2024, we continued to enhance our performance management and development processes, placing emphasis on both manager engagement and employee ownership, including a number of training sessions throughout the enterprise on delivering objective, constructive feedback. We regularly conduct employee engagement and satisfaction surveys, including one completed in early 2024. Results from these surveys and engagement activities help senior management drive advances in our workplace and culture as we continuously focus on ways to improve our work environment.

Focus on Safety and Well-being of our Employees. Our core value of safety includes physical safety on our factory floors and the wellness and psychological safety of colleagues. We have worked for many years to develop a world-class safety program and culture, where the intention is that all of our colleagues go home each day as healthy as they arrived. Our commitment to safety has resulted in our being the only public company to have been recognized on three separate occasions by EHS Today as "America's Safest Company." Each year, we enhance our safety culture and safety programs. In 2024, our major manufacturing locations took steps to align with ISO 45001: Occupational Health and Safety Management System, with three locations receiving third-party certification. This system provides a framework for identifying and assessing occupational health and safety risks and promotes a culture of continuous improvement in health and safety management. In 2025, we plan to further align with ISO 45001, while also applying an artificial intelligence ("AI") tool to analyze work tasks and identify

improvement ideas and solutions. This tool is focused on reducing ergonomic injuries, which is one of our top risks. These activities will drive our continual improvement efforts within safety.

**Competitive Pay, Benefits and Equity:** We provide comprehensive compensation and benefits programs that are designed to attract and retain colleagues – our most valuable resource. Our compensation programs include a focus on building long-term value and alignment with our stakeholders, including a sizable portion of compensation at appropriate levels designed to foster a culture of ownership and alignment with our shareholders. We have improved our benefit programs each year to meet the changing needs of our employees and their families. In the United States, this includes a company-wide minimum wage of \$17 per hour, a 401k plan with an above-market company match, an award-winning health and well-being program, flexible vacation, and time off policies, enhanced employee assistance programs, paid family leave, and comprehensive healthcare benefits, as well as company-paid long-term disability, critical illness, and accident insurance coverage. We continue to focus on the mental well-being of our colleagues through company-wide resource groups that focus on mental health, as well as through our employee assistance programs and a mental health support community group.

**Focus on Workforce and Respect.** Having a workforce comprised of diverse backgrounds, perspectives, experiences and skills and that shares a commitment to innovative thinking is critical to our long-term growth and success.

We utilize inclusive practices within our talent acquisition processes, always with the goal of hiring the best person for the role, holistically, and bringing in our next set of leaders. We have implemented tools and structures as a part of our interview and selection process consist with our goal to select talented and creative individuals with varied perspectives and backgrounds. We focus on creating decision-making environments where the best ideas win and high-quality inputs are welcome regardless of hierarchy or level of experience. We prioritize the promotion of an inclusive environment with opportunities for growth and development for all.

The positive impact of our care, compassion, and flexible programs is demonstrated by our employee retention rates. In a market with volatile turnover, our aggregate retention rates are at or above market level, in part due to our culture and due to our progressive approach to employee development and focus on employee well-being.

**Focus on our Communities and Employee Assistance Fund.** In 2020, we launched the Enpro Foundation to support charitable organizations in the communities where our colleagues live and work. Enpro has contributed \$2.25 million to the Enpro Foundation since its formation in 2020 and our Foundation has made \$1.1 million in donations, with a special focus on charitable organizations nominated by our colleagues. Through our Foundation, we have created and financially supported an employee assistance fund, administered by a third-party that specializes in this type of fund, where we assist employees that are facing difficult challenges, including family sickness, impact from natural disasters, or other tragedies, in a way that is objective, respectful, and confidential.

## **ITEM 1A. RISK FACTORS**

*In addition to the risks stated elsewhere in this annual report, set forth below are certain risk factors that we believe are material. If any of these risks occur, our business, financial condition, results of operations, cash flows and reputation could be harmed. You should also consider these risk factors when you read "forward-looking statements" elsewhere in this report. You can identify forward-looking statements by terms such as "may," "hope," "will," "could," "should," "expect," "plan," "anticipate," "intend," "believe," "estimate," "predict," "potential" or "continue," the negative of those terms or other comparable terms. Those forward-looking statements are only predictions and can be adversely affected if any of these risks occur.*

### **Risks Related to Our Business**

***Our business and some of the markets we serve are cyclical and distressed market conditions could have a material adverse effect on our business.***

The markets in which we sell our products and solutions, particularly wafer fab equipment for semiconductor manufacturing, chemical companies, petroleum refineries, heavy-duty trucking, and capital equipment are, to varying degrees, cyclical and have historically experienced periodic downturns. Prior downturns have been characterized by diminished product demand, excess manufacturing capacity and subsequent erosion of average selling prices in these markets resulting in negative effects on our net sales and results of operations. The wafer fab equipment for semiconductor manufacturing market, has historically been characterized by rapid changes in demand due to changes in electronics demand, economic conditions (both general and in the semiconductor and electronics industries), industry supply and demand, prices for semiconductors, and the ability of fabricators to manufacture increasingly complex and costly semiconductor devices. A prolonged and severe downward cycle in our markets, particularly in our semiconductor markets, could have a material adverse effect on our

business, financial condition, results of operations and cash flows. In addition, in the past, we have experienced downturns in end-market demand due to uncertainty regarding the impact of tariffs or threatened tariffs and related trade tensions. The United States and other countries have imposed and may continue to impose new trade restrictions and export regulations, have levied tariffs and taxes on certain goods, and could significantly increase tariffs on a broad array of goods. These actions, or the threat of these actions in the United States or other jurisdictions material to our operations and end markets, could depress demand for our products or increase the cost to manufacture our products, which may affect the competitiveness of our products relative to manufacturers not affected by such actions, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

***We face intense competition that could have a material adverse effect on our business.***

We encounter intense competition in almost all areas of our businesses. Customers for many of our products and solutions are attempting to reduce the number of vendors from which they purchase. To remain competitive, we need to invest continuously in manufacturing, marketing, customer service and support and our distribution networks. We also need to develop new products and solutions to continue to meet the needs and desires of our customers. We may not have sufficient resources to continue to make such investments or maintain our competitive position. Additionally, some of our competitors are larger than we are and have substantially greater financial resources than we do. As a result, they may be better able to withstand the effects of periodic economic downturns. Certain of our products and solutions may also experience transformation from unique branded products to undifferentiated price sensitive products and solutions. This commoditization may be accelerated by low-cost foreign competition. Changes in the replacement cycle of certain of our products and solutions, including because of improved product and service quality or improved maintenance, may affect aftermarket demand for such products and solutions. Initiatives designed to distinguish our products and solutions through superior service, continuous improvement, innovation, customer relationships, technology, new product acquisitions, bundling with key services, long-term contracts or market focus may not be effective. Pricing and other competitive pressures could adversely affect our business, financial condition, results of operations and cash flows.

***The reliance of our Advanced Surface Technologies segment on a small number of significant customers may adversely affect our financial results***

A majority of the revenues of our Advanced Surface Technologies segment are derived from manufacturing, cleaning, coating and refurbishing components used in advanced node semiconductor manufacturing equipment. Due to consolidation in the semiconductor manufacturing equipment industry, a small number of companies control a significant majority of the global production of semiconductor manufacturing equipment. As a result, the segment is dependent on certain key relationships with customers in that industry, including a customer that accounted for approximately 21% of our 2024 consolidated net sales. These sales were made by our Advanced Surface Technologies segment and the loss of the segment's relationship with that customer or other key customers or other adverse changes in the segment's relationships with those customers could have a material adverse effect on our business, financial condition, results of operations and cash flows. Consolidation among our customers, or a decision by any one or more of our customers to no longer outsource the type of solutions provided by our Advanced Surface Technologies segment, may further concentrate our business in a limited number of customers and expose us to increased risks relating to dependence on an even smaller number of customers.

***The loss of key personnel and an inability to attract and retain qualified employees could have a material adverse effect on our operations.***

We are dependent on the continued services of our leadership team and other key employees. The loss of these personnel without adequate replacement could have a material adverse effect on our operations. Additionally, we need qualified managers and skilled employees with technical and industry experience in many locations in order to operate our business successfully. From time to time, there may be a shortage of skilled labor, which may make it more difficult and expensive for us to attract and retain qualified employees. If we were unable to attract and retain sufficient numbers of qualified individuals or our costs to do so were to increase significantly, our operations and results of operations could be materially adversely affected.

***If we fail to retain the agents and distributors upon whom we rely to market our products, we may be unable to effectively market our products and our revenue and profitability may decline.***

The marketing success of many of our businesses in the U.S. and abroad depends largely upon our independent agents' and distributors' sales and service expertise and relationships with customers in our markets. Many of these agents have developed strong ties to existing and potential customers because of their detailed knowledge of our products. A loss of a significant number of these agents or distributors, or of a particular agent or distributor in a key market or with key customer relationships, could significantly inhibit our ability to effectively market our products, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

***Increased costs for raw materials, the termination of existing supply arrangements or other disruptions of our supply chain has had, and could continue in the future to have, a material adverse effect on our business.***

We have seen organic changes related to price increases of raw materials over the past several years. The prices of some of our raw materials may continue to increase due to supply chain limitations or the imposition (or announcement of the intended imposition) of new or increased tariffs or changes in trade laws, including tariffs imposed in response to the tariffs announced by the U.S. government in January 2025 with respect to goods sources in China, Mexico, and Canada. While we have been successful in passing along some of these higher costs, there can be no assurance we will be able to continue doing so without losing customers. Similarly, the loss of a key supplier, the unavailability of a key raw material, or other disruptions of our supply chain could adversely affect our business, financial condition, results of operations and cash flows. In addition, we have limited sources for certain key raw materials and other supplies.

***If we are unable to protect our intellectual property rights and knowledge relating to our products and services, our business and prospects may be negatively impacted.***

We believe that proprietary products, processes, and technology are important to our success. If we are unable to adequately protect our intellectual property and know-how, our business and prospects could be negatively impacted. Our efforts to protect our intellectual property through patents, trademarks, service marks, domain names, trade secrets, copyrights, confidentiality, non-compete and nondisclosure agreements and other measures may not be adequate to protect our proprietary rights. Patents issued to third parties, whether before or after the issue date of our patents, could render our intellectual property less valuable. Questions as to whether our competitors' products or services infringe our intellectual property rights or whether our products and services infringe our competitors' intellectual property rights may be disputed. In addition, intellectual property rights may be unavailable, limited or difficult to enforce in some jurisdictions, which could make it easier for competitors to capture market share in those jurisdictions.

Our competitors may capture market share from us by selling products that claim to mirror the capabilities of our products or technology. Without sufficient protection nationally and internationally for our intellectual property, our competitiveness worldwide could be impaired, which would negatively impact our growth and future revenue. As a result, we may be required to spend significant resources to monitor and enforce our intellectual property rights.

***Failure to maintain or renew licenses to certain intellectual property rights could adversely affect our business, financial condition, results of operations and cash flows.***

In general, we are the owner of the rights to the products and services that we manufacture and provide. However, we also license certain intellectual property from various entities. These licenses are subject to renewal and it is possible we may not successfully renegotiate these licenses or they could be terminated in the event of a material breach. If this were to occur, our business, financial condition, results of operations and cash flows could be adversely affected.

***Our products and solutions are often used in critical applications, which could expose us to potentially significant product liability, warranty and other claims and recalls. Our insurance coverage may be inadequate to cover all of our significant risks or our insurers may deny coverage of material losses we incur, which could adversely affect our profitability and overall financial condition.***

Our products and solutions are often used in critical applications in demanding environments, including in the nuclear, oil and gas, automotive, aerospace and pharmaceutical industries. Accordingly, product and service failures can have significant consequences and could result in significant product liability, warranty and other claims against us, regardless of whether our products and services caused the incident that is the subject of the claim, and we may have obligations to participate in the recall of products in which our products are components, if any of the components or services we supply prove to be defective. We endeavor to identify and obtain in established markets insurance agreements to cover certain significant risks and liabilities, though insurance against some of the risks inherent in our operations (such as insurance covering down-stream customer product recalls) is either unavailable or available only at rates or on terms that we consider excessive. Depending on competitive conditions and other factors, we endeavor to obtain contractual protection against uninsured risks from our customers, including limitations on liability and indemnification. In some cases, we are unable to obtain such contractual protections, and when we do, such contractual protection may not be as broad as we desire, may not be supported by adequate insurance maintained by the customer, or may not be fully enforceable in the jurisdictions in which our customers are located. Such insurance or contractual protection may not be sufficient or effective under all circumstances or against all hazards to which we may be subject. A successful claim or product recall for which we are not insured or for which we are underinsured could have a material adverse effect on us. Additionally, disputes with insurance carriers over coverage may affect the timing of cash flows and, if litigation with the carrier becomes necessary, an outcome unfavorable to us may have a material adverse effect on our results of operations.

***Our business may be adversely affected by information technology disruptions .***

Our business may be impacted by information technology disruptions, including information technology attacks. Cybersecurity attacks, in particular, are evolving and include, but are not limited to, malicious software, attempts to gain unauthorized access to data or corporate funds, and other electronic security breaches that could lead to disruptions in systems, unauthorized release of confidential or otherwise protected information and corruption of data (our own or that of third parties). We have experienced cybersecurity attacks and, while we believe that we have adopted appropriate measures and procedures to mitigate potential risks to our systems from information technology-related disruptions, it is possible that a cybersecurity attack could be successful in breaching the measures and procedures designed to protect our systems, including due to the development, through the application of artificial intelligence, of more advanced cybersecurity attacks. In such an event, we could potentially be subject to production downtimes, operational delays, other detrimental impacts on our operations or ability to provide products and services to our customers, the compromising of confidential or otherwise protected information, misappropriation, destruction or corruption of data, security breaches, misappropriation of corporate funds, other manipulation or improper use of our systems or networks, financial losses from remedial actions, loss of business or potential liability, and/or damage to our reputation, any of which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

***A failure to develop new or improved products and solutions may result in a significant competitive disadvantage.***

In order to maintain our market positions and margins, we need to continually develop and introduce high-quality, technologically advanced and cost-effective products and solutions on a timely basis, in many cases in multiple jurisdictions around the world. The failure to do so could result in a significant competitive disadvantage that could materially adversely affect our results of operations.

***Debt incurred in the future to refinance existing indebtedness, to fund strategic acquisitions or for other needs may be at interest rates greater than the rates applicable to the Company's current indebtedness.***

Our outstanding senior notes, which bear interest at 5.75% per annum, mature on October 15, 2026 and we may be required to obtain financing in order to fund the refinancing of the senior notes and other outstanding debt, as well as certain strategic acquisitions, if they arise. We are also exposed to risks from tightening credit markets, through the interest payable on any variable-rate debt, including the interest cost on future borrowings under our senior credit facilities. The credit environment could impact our ability to borrow money in the future. Additional financing or refinancing might not be available and, if available, may not be at economically favorable terms, including at interest rates in excess of the rates applicable to the Company's outstanding indebtedness. Further, an increase in leverage could lead to deterioration in our credit ratings. A reduction in our credit ratings, regardless of the cause, could also limit our ability to obtain additional financing and/or increase our cost of obtaining financing. There is no guarantee we will be able to access the capital markets at financially economical interest rates, which could negatively affect our business and results of operations.

***Our business with the U.S. government is subject to government contracting risks.***

Our business with government agencies, including sales to prime contractors that supply these agencies, is subject to government contracting risks. U.S. government contracts are subject to termination by the government, either for the convenience of the government or for default as a result of our failure to perform under the applicable contract. In addition, if we or one of our divisions were charged with wrongdoing with respect to a U.S. government contract, the U.S. government could suspend us from bidding on or receiving awards of new government contracts pending the completion of legal proceedings, and if we are found liable, we could subject us to fines, penalties, repayments and treble and other damages, and/or debarment from bidding on or receiving new awards of U.S. government contracts.

***Climate change and legal or regulatory responses thereto may have an adverse impact on our business and results of operations.***

There is growing concern that a gradual increase in global average temperatures as a result of increased concentration of carbon dioxide and other greenhouse gases in the atmosphere will cause significant changes in weather patterns around the globe and an increase in the frequency and severity of natural disasters. Many of our manufacturing facilities use significant amounts of electricity generated by burning fossil fuels, which releases carbon dioxide. Such climate change may impair our production capabilities, disrupt our supply chain or impact demand for our products. Growing concern over climate change also may result in additional legal or regulatory requirements designed to reduce or mitigate the effects of carbon dioxide and other greenhouse gas emissions on the environment. Increased energy or compliance costs and expenses as a result of increased legal or regulatory requirements may cause disruptions in, or an increase in the costs associated with, the manufacturing and distribution of our products. The impacts of climate change and legal or regulatory initiatives to address climate change could

have a long-term adverse impact on our business and results of operations. If we fail to achieve or improperly report on our progress toward achieving our goals and commitments to reduce our carbon footprint or in environmental and sustainability programs and initiatives, the results could have an adverse impact on our business, financial position, results of operations or cash flows.

In addition, under recently implemented governmental requirements, we will incur incremental annual costs in complying with climate-related reporting mandates. Beginning in 2026, the European Union's Corporate Sustainability Reporting Directive (CSRD) will require that we, and other companies with operations the European Union that exceed requisite financial thresholds report extensive climate-related information for the 2025 financial year. Under laws enacted in California, we, and other companies doing business in California that exceed requisite financial thresholds, will be subject to extensive climate-related reporting on a similar time frame. The reporting requirements of CSRD and the California laws and related regulations, along with other corporate sustainability reporting standards with which we may be required to comply, will result in increased compliance costs and could result in regulatory reporting risks as each standard may have its own required disclosures. Failure to comply with laws and regulations can have serious consequences, including civil, administrative, and criminal penalties as well as a negative impact on the Company's reputation, business, results of operations and cash flows.

***Evolving regulatory restrictions on per- and polyfluoroalkyl substances (PFAS) may restrict the manufacture or use of fluoropolymers, including PTFE, which are currently included as critical components in certain of our products.***

In February 2023, the European Chemical Agency (ECHA) proposed several options for restricting the manufacture, import and use of PFAS in the EU under the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) regulations, potentially including PTFE and/or the fluorosurfactants that our suppliers use to manufacture PTFE. ECHA is in the process of evaluating these proposed options and preparing opinions on the socio-economic, environmental and health impacts of the proposal for consideration by the European Commission. PTFE resins are currently a critical raw material in the manufacture of certain of our products, and are included as components of several of our final products. If the manufacture or use of PTFE resins were restricted by this or other emerging regulations in the coming years, or if a substantial number of our suppliers discontinued production of PTFE resins due to regulatory pressures, and if we were unable to develop products using substitute materials that provide the same reliability and performance as our current products, our results of operations could be adversely affected.

***Our business could be materially adversely affected by numerous other risks, including rising healthcare costs, changes in environmental laws and other unforeseen business interruptions.***

Our business may be negatively impacted by numerous other risks. For example, medical and other healthcare costs may continue to grow faster than general inflation or employees may receive more or higher cost services in future periods. Initiatives to address these costs, such as consumer driven health plan packages, may not successfully reduce these expenses to the extent expected or required. Failure to offer competitive employee benefits may result in our inability to recruit or maintain key employees. Other risks to our business include potential changes in environmental rules or regulations, which could negatively impact our manufacturing processes, or changes to the magnitude of costs at existing environmental sites. Use of certain chemicals and other substances could become restricted or such changes may otherwise require us to incur additional costs which could reduce our profitability and impair our ability to offer competitively priced products. Additional risks to our business include global or local events which could significantly disrupt our operations. Certain of our facilities are located in areas at risk for hurricanes, earthquakes, wildfires and/or flooding. Such natural disasters, as well as terrorist attacks, political insurgencies, pandemics and electrical grid disruptions and outages are some of the unforeseen risks that could negatively affect our business, financial condition, results of operations and cash flows.

#### **Risks Related to Our Acquisition Activities**

***We have made and expect to continue to make acquisitions, which could involve certain risks and uncertainties.***

We expect to continue to make acquisitions in the future. Acquisitions involve numerous inherent challenges, such as properly evaluating acquisition opportunities, properly evaluating risks and other diligence matters, ensuring adequate capital availability and balancing other resource constraints. There are risks and uncertainties related to acquisitions, including: difficulties integrating acquired technology, operations, personnel and financial and other systems; unrealized sales expectations from the acquired business; unrealized synergies and cost savings; unknown or underestimated liabilities; diversion of management attention from running our existing businesses; and potential loss of key management, employees or customers of the acquired business. In addition, internal controls over financial reporting of acquired companies may not be up to required U.S. public company standards. Our integration activities may place substantial demands on our management, operational resources and financial and internal control systems. Customer dissatisfaction or performance problems with an acquired business, technology, service or product could also have a material adverse effect on our reputation and business.

## Risks Related to Our Prior Ownership of Disposed Businesses

***We have exposure to some contingent liabilities relating to previously owned businesses, which could have a material adverse effect on our financial condition, results of operations, and cash flows in any fiscal period.***

We have contingent liabilities related to discontinued operations and previously owned businesses of our predecessors, including environmental liabilities and liabilities for certain products and other matters. In some instances we have indemnified others against those liabilities, and in other instances we have received indemnities from third parties against those liabilities. For example, in 2014 when our then Fairbanks Morse division and a consortium partner entered into a multi-year arrangement with Electricite de France ("EDF") to supply opposed-piston, diesel engine generator set to EDF for emergency backup power at 20 of EDF's nuclear power plants in France, Enpro Inc. guaranteed the performance of Fairbanks Morse's obligations under agreements with our consortium partner, which guarantee continues to be in place following our sale of Fairbanks Morse, though both Fairbanks Morse and the purchaser of Fairbanks Morse have agreed to indemnify us for any payments we are required to make pursuant to such guarantee.

Claims could arise relating to products, facilities, employees or former employees, or other matters related to our discontinued operations. Some of these claims could seek substantial monetary payments. For example, Enpro has entered into an Administrative Settlement Agreement and Order on Consent for Interim Removal Action with the Environmental Protection Agency for the assessment and potential remediation of eight surface uranium mines in Arizona on the basis that our EnPro Holdings subsidiary, through which we hold most of our operating subsidiaries, was a potentially responsible party under federal environmental laws as the successor to a former operator in the 1950s of those mines. Further, we could potentially be liable with respect to firearms manufactured prior to March 1990 by Colt Firearms, a former operation of a corporate predecessor of EnPro Holdings, and electrical transformers manufactured prior to May 1994 by Central Moloney, another former operation of that corporate predecessor.

We have established reserves related to some of these liabilities based upon our best estimates in accordance with generally accepted accounting principles in the United States. However, if our insurance coverage is depleted or our reserves are not adequate, environmental and other liabilities relating to discontinued operations could have a material adverse effect on our financial condition, results of operations and cash flows.

## Risks Related to Our International Operations

***We conduct a significant amount of our sales and service activities outside of the U.S., which subjects us to additional business risks, including foreign exchange risks, that may cause our profitability to decline.***

Because we sell our products and provide services in a number of foreign countries, we are subject to risks associated with doing business internationally. In 2024, we derived approximately 43% of our net sales from sales of our products and solutions outside of the U.S. Outside the U.S., we operate 8 primary manufacturing and service facilities (approximately 50,000 square feet or larger) located in 7 countries. Our sales and operating activities outside of the U.S. are, and will continue to be, subject to a number of risks, including:

- unfavorable fluctuations in foreign currency exchange rates, including long-term contracts denominated in foreign currencies;
- adverse changes in foreign tax, legal and regulatory requirements;
- political and economic instability, including any conflict, threat of conflict or other external destabilizing activities that may affect Taiwan;
- difficulty in protecting intellectual property;
- government embargoes, tariffs and trade protection measures, such as "anti-dumping" duties applicable to classes of products, and import or export licensing requirements, as well as the imposition of trade sanctions against a class of products imported from or sold and exported to, or the loss of "normal trade relations" status with, countries in which we conduct business, could significantly increase our cost of products or otherwise reduce our sales and harm our business;
- cultural norms and expectations that may sometimes be inconsistent with our Code of Conduct and our requirements about the manner in which our employees, agents and distributors conduct business;
- differing labor regulations; and
- acts of hostility, terror or war.

Any of these factors, individually or together, could have a material adverse effect on our business, financial condition, results of operations and cash flows. For example, tapered roller bearings manufactured at our facilities in China that are imported into the United States before re-sale to customers are currently subject to "anti-dumping" duties imposed by the U.S. Department of Commerce based on its periodic review and analysis of our manufacturing and selling activities or the manufacturing and selling activities of larger Chinese suppliers of these products. Such duties, if imposed at higher levels, could materially adversely affect the commercial competitiveness of these products, which could adversely affect the business and results of operations of our Sealing Technologies segment.

Our operations outside the United States require us to comply with a number of United States and international regulations. For example, we are subject to the Foreign Corrupt Practices Act (the "FCPA"), which prohibits United States companies or their agents and employees from providing anything of value to a foreign official for the purposes of influencing any act or decision of these individuals in their official capacity to help obtain or retain business, direct business to any person or corporate entity, or obtain any unfair advantage. Our activities in countries outside the United States create the risk of unauthorized payments or offers of payments by one of our employees or agents that could be in violation of the FCPA, even though these parties are not always subject to our control. We have internal control policies and procedures and have implemented training and compliance programs with respect to the FCPA. However, we cannot assure that our policies, procedures and programs always will protect us from reckless or criminal acts committed by our employees or agents. In the event that we believe or have reason to believe that our employees or agents have or may have violated applicable anti-corruption laws, including the FCPA, we may be required to investigate or have outside counsel investigate the relevant facts and circumstances. In addition, we are subject to and must comply with all applicable export controls and economic sanctions laws and embargoes imposed by the United States and other various governments. Changes in export control or trade sanctions laws may restrict our business practices, including cessation of business activities in sanctioned countries or with sanctioned entities, and may result in modifications to compliance programs and increase compliance costs, and violations of these laws or regulations may subject us to fines, penalties and other sanctions, such as loss of authorizations needed to conduct aspects of our international business or debarments from export privileges. Violations of the FCPA or export controls or sanctions laws and regulations may result in severe criminal or civil sanctions, and we may be subject to other liabilities, which could negatively affect our business, financial condition, results of operations, and cash flows.

We intend to continue to pursue international growth opportunities, which could increase our exposure to risks associated with international sales and operations. As we expand our international operations, we may also encounter new risks that could adversely affect our revenues and profitability. For example, as we focus on building our international sales and distribution networks in new geographic regions, we must continue to develop relationships with reputable and qualified local agents, distributors and trading companies. If we are not successful in developing these relationships, we may not be able to increase sales in these regions.

Failure to properly manage these risks could adversely affect our business, financial condition, results of operations and cash flows.

#### **Risks Related to Our Capital Structure**

***Our debt agreement and the indenture governing our senior notes impose limitations on our operations, which could impede our ability to respond to market conditions, address unanticipated capital investments and/or pursue business opportunities.***

The agreement governing our senior secured revolving credit facility and the indenture governing our senior notes impose limitations on our operations, such as limitations on certain restricted payments, investments, incurrence or repayment of indebtedness, and maintenance of a consolidated net leverage ratio and an interest coverage financial ratio. In addition, the indenture governing our senior notes contains limitations on certain restricted payments, investments and incurrence or repayment of indebtedness. These limitations could impede our ability to respond to market conditions, address unanticipated capital investment needs and/or pursue business opportunities.

***We may not have sufficient cash to fund a required repurchase of our senior notes upon a change of control.***

Upon a change of control, as defined under the indenture governing our senior notes and includes events that may be beyond our control, the holders of our senior notes have the right to require us to offer to purchase all of our senior notes then outstanding at a price equal to 101% of their principal amount plus accrued and unpaid interest. In order to obtain sufficient funds to pay the purchase price of the outstanding notes, we expect that we would have to refinance our senior notes. We cannot assure you that we would be able to refinance our senior notes on reasonable terms, if at all. Our failure to offer to purchase all outstanding notes or to purchase all validly tendered notes would be an event of default under the indenture governing our senior notes. Such an event of default may cause the acceleration of our other debt.

***We may incur increased interest expense as a result of our variable rate debt.***

Borrowings under our revolving credit facility and our term loan facilities incur interest which is variable based on fluctuations in the referenced Secured Overnight Financing Rate ("SOFR"). Increases in the referenced SOFR will increase the Company's borrowing costs and negatively impact financial results and cash flows.

**Risks Related to Ownership of Our Common Stock**

***The market price of our common stock may be volatile.***

A relatively small number of shares are normally traded in any one day and higher volumes could have a significant effect on the market price of our common stock. The market price of our common stock could fluctuate significantly for many reasons, including in response to the risks described in this section and elsewhere in this report or for reasons unrelated to our operations, such as reports by industry analysts, investor perceptions or negative announcements by our customers, competitors or suppliers regarding their own performance, as well as industry conditions and general financial, economic and political instability.

***Because our quarterly revenues and operating results may vary significantly in future periods, our stock price may fluctuate.***

Our revenue and operating results may vary significantly from quarter to quarter. A high proportion of our costs are fixed, due in part to significant selling and manufacturing costs. Small declines in revenues could disproportionately affect operating results in a quarter and the price of our common stock may fall. Other factors that could significantly affect quarterly operating results include, but are not limited to:

- demand for our products and services;
- the timing and execution of customer contracts;
- the timing of sales of our products and services;
- contractual penalties for late delivery of long-lead-time products;
- increases in costs or operating disruptions due to equipment or labor issues;
- changes in foreign currency exchange rates;
- changes in applicable tax rates;
- an impairment of goodwill or other intangibles at one of our reporting units;
- unanticipated delays or problems in introducing new products;
- announcements by competitors of new products, services or technological innovations;
- changes in our pricing policies or the pricing policies of our competitors;
- increased expenses, whether related to sales and marketing, raw materials or supplies, product development or administration;
- major changes in the level of economic activity in major regions of the world in which we do business;
- costs related to possible future acquisitions or divestitures of technologies or businesses;
- an increase in the number or magnitude of product liability or environmental claims;
- our ability to expand our operations and the amount and timing of expenditures related to expansion of our operations, particularly outside the U.S.; and
- economic assumptions and market factors used to determine postretirement benefits and pension liabilities.

***Various provisions and laws could delay or prevent a change of control.***

The anti-takeover provisions of our articles of incorporation and bylaws and provisions of North Carolina law could delay or prevent a change of control or may impede the ability of the holders of our common stock to change our management. In particular, our articles of incorporation and bylaws, among other things:

- require a supermajority shareholder vote to approve any business combination transaction with an owner of 5% or more of our shares unless the transaction is recommended by disinterested directors;
- limit the right of shareholders to remove directors and fill vacancies;

- regulate how shareholders may present proposals or nominate directors for election at shareholders' meetings; and
- authorize our board of directors to issue preferred stock in one or more series, without shareholder approval.

***Future sales of our common stock in the public market could lower the market price for our common stock.***

In the future, we may sell additional shares of our common stock to raise capital or issue shares of common stock as consideration in connection with an acquisition. In addition, a reasonable number of shares of our common stock are reserved for issuance under our equity compensation plans, including shares to be issued upon the vesting of restricted stock unit or performance share awards. We cannot predict the size of future issuances or the effect, if any, that they may have on the market price for our common stock. The issuance and sales of substantial amounts of common stock, or the perception that such issuances and sales may occur, could adversely affect the market price of our common stock.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

Not applicable.

**ITEM 1C. CYBERSECURITY**

*Risk Management Strategy*

We recognize the critical importance of effectively managing cybersecurity risks to protect our businesses, intellectual property, employees, and customers. We manage cybersecurity risks as part of our broader enterprise risk management framework, which allows us to leverage existing, robust processes for assessing the effectiveness and coverage of our controls.

In recent years, we have invested significant time and resources to develop, implement, and maintain a robust set of cybersecurity measures, which all support our efforts to mitigate potential risks to the confidentiality, integrity, and availability of our data and critical business systems. Since the cybersecurity risk landscape is in a constant state of change, we employ a continuous, multi-layered approach to assess and measure the effectiveness of our cybersecurity defenses. Our approach includes using select third-party resources, including external cybersecurity consultants, auditors, and technologies, along with our internal staff, to benchmark, measure, and improve our cybersecurity risk management systems and processes, and ensure alignment with industry best practices.

Due to the increasing risk of third and fourth-party business relationships, we implemented a Third-Party Risk Management ("TPRM") Program to evaluate and monitor our network of external partners, vendors, suppliers, and service providers. Capabilities of our TPRM program include continuous monitoring of third parties, secure vendor remote access, and security architecture to protect against cyber threats introduced through other business-to-business ("B2B") system integrations.

In addition to above, we have implemented and maintained the following cybersecurity measures as part of our efforts to assess, identify, and manage material risks from cybersecurity threats, and to protect against, detect and respond to cybersecurity incidents (as defined in Item 106(a) of Regulation S-K):

- Security Operations Program - a security operations program to bolster real-time cybersecurity incident detection and response capabilities;
- Security Control Framework - a security control framework that aligns with industry accepted best practices and prioritizes implementation of critical cybersecurity controls;
- Incident Response Plan - a cybersecurity Incident Response Plan, designed to effectively address cybersecurity incidents while promoting cross-functional coordination across the organization;
- Tabletop Exercises - periodic internal and vendor-led tabletop exercises to assess the effectiveness, relevance, and completeness of the Incident Response Plan and Business Resilience Plans;
- Assessments - annual cybersecurity assessments, which focus on identifying and remediating vulnerabilities that present the most significant organizational risks;
- Training - security awareness training for all salaried personnel during onboarding and periodically throughout the year that highlights critical organizational risks through quarterly phishing simulation campaigns, "lunch and learns", monthly communication updates, and relevant cybersecurity learning modules;
- Insurance - cybersecurity insurance policies and periodic reviews of our policies and coverage levels; and

- Monitoring Legal/Regulatory Developments – review of emerging data protection, data privacy, and other relevant cybersecurity laws and regulations to determine appropriate changes to cybersecurity controls and processes.

Please see [1A. Risk Factors](#) in this Form 10-K for more information regarding cybersecurity-related risks that could materially affect our business strategy, results of operations, or financial condition, including under the heading “Our business may be adversely affected by information technology disruptions”.

#### *Board and Management Oversight*

Our Board of Directors has delegated to its Audit and Risk Management Committee (the “Audit Committee”), which consists of all of our non-management directors, the authority and responsibility to oversee our company’s compliance program, including our cybersecurity program. Accordingly, the Audit Committee oversees our approach to cybersecurity risk management and plays a critical role in the governance of our cybersecurity risk management program.

From a management perspective, our Chief Information Security Officer (“CISO”) and Senior Vice President and Chief Information Officer (“CIO”) lead our cybersecurity efforts. Our CISO has extensive experience in cybersecurity, including creating and supporting cybersecurity programs for larger publicly-traded companies, obtaining cybersecurity certifications, participating in relevant cybersecurity leadership communities, and public speaking engagements on cybersecurity topics. He leads a cross functional cybersecurity team, which includes members of our legal department and internal audit function. As part of his job function, our CISO is charged to remain informed of the latest developments in cybersecurity, including the evolving threat landscape, as well as risk management improvement methods. This continual focus and understanding of the threat landscape, as well as risk treatment practices, is required to ensure that the CISO can effectively manage the Company’s efforts to prevent, detect, mitigate, and remediate cybersecurity incidents.

Our CISO implements a program and supporting processes to proactively assess systems for vulnerabilities, while taking a risk-based approach to prioritize remediation steps. Should a cybersecurity incident occur, the CISO would reference an incident response plan and supporting playbooks to support the incident response process. We regularly test our incident response process by leveraging a combination of internal resources and trusted third-party consultants to test our response readiness and the completeness of our incident response plan through the use of tabletop exercises.

Our CISO and CIO regularly advise the Audit Committee on cybersecurity risks and the company’s cybersecurity program, including quarterly updates and comprehensive briefings to the Audit Committee annually. During these briefings, our cybersecurity leaders advise the Audit Committee regarding (i) the current threat landscape and related risks; (ii) the Company’s security posture and compliance efforts; and (iii) current cybersecurity strategy and recommended next steps to address cybersecurity threats on a risk-adjusted basis.

Our CISO and CIO serve as members of our Compliance Committee, which is a management committee consisting of leaders from key functions, including legal, internal audit, finance and compliance. The Compliance Committee receives regular updates from the CISO and CIO on cybersecurity risks and threats.

The practice of our CISO and CIO is to communicate significant cybersecurity matters directly to senior management, including our Chief Executive Officer, Chief Financial Officer and General Counsel, which ensures that our executive management team remains continually informed of critical events impacting our business.

For cybersecurity matters deemed material to the Company, senior management will communicate such matters directly to the Audit Committee to enable members of the Audit Committee to offer comprehensive oversight and guidance on crucial cybersecurity matters.

**ITEM 2. PROPERTIES**

We are headquartered in Charlotte, North Carolina and have 15 primary manufacturing and service facilities located in 8 countries, including the U.S. The following table outlines the location, business segment and size of our primary facilities, along with whether we own or lease each facility:

Location	Segment	Owned/ Leased	Size (Square Feet)
<b>U.S.</b>			
Palmyra, New York			
Longview, Texas	Sealing Technologies	Owned	690,000
Morgan Hill, California	Advanced Surface Technologies	Leased	156,000
Boise, Idaho	Advanced Surface Technologies	Owned	94,000
Tempe, Arizona	Advanced Surface Technologies	Owned	75,000
Houston, Texas	Sealing Technologies	Leased	66,000
Deland, Florida	Sealing Technologies	Owned	50,000
<b>Foreign</b>			
Mexico City, Mexico			
Saint Etienne, France	Sealing Technologies	Owned	108,000
Taoyuan City, Taiwan	Advanced Surface Technologies	Leased	104,000
Neuss, Germany	Sealing Technologies	Leased	97,000
Sherbrooke, Canada	Sealing Technologies	Owned	86,000
Montbrison, France	Sealing Technologies	Owned	79,000
Singapore, Singapore	Advanced Surface Technologies	Leased	70,000
Suzhou, China	Sealing Technologies	Leased	55,000

Our manufacturing capabilities are flexible and allow us to tailor the manufacturing process to increase performance and value for our customers and meet particular specifications. We also maintain smaller manufacturing and service facilities, sales offices and warehouse facilities in strategic locations in the U.S. and other countries. We believe our facilities and equipment are generally in good condition and are well maintained and able to continue to operate at present or higher than current levels.

**ITEM 3. LEGAL PROCEEDINGS**

Descriptions of environmental and other legal matters are included in Item 7 of this annual report under the heading "[Management's Discussion and Analysis of Financial Condition and Results of Operations – Contingencies](#)" and in [Note 19](#) to our Consolidated Financial Statements, which descriptions are incorporated by reference herein.

In addition to the matters noted above and discussed in those sections of this report, we are from time to time subject to, and are presently involved in, other litigation and legal proceedings arising in the ordinary course of business. We believe that the outcome of such other litigation and legal proceedings will not have a material adverse effect on our financial condition, results of operations and cash flows.

We were not subject to any penalties associated with any failure to disclose "reportable transactions" under Section 6707A of the Internal Revenue Code.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not Applicable

## EXECUTIVE OFFICERS OF THE REGISTRANT

Information concerning our executive officers is set forth below:

Name	Age	Position
Eric A. Vaillancourt	61	President, Chief Executive Officer and Director
Joseph F. Bruderek	46	Executive Vice President and Chief Financial Officer
Robert S. McLean	60	Executive Vice President, Chief Administrative Officer and General Counsel
Steven R. Bower	66	Senior Vice President, Controller and Chief Accounting Officer
Larisa R. Joiner	51	Senior Vice President, Chief Information Officer

Eric A. Vaillancourt is currently President and Chief Executive and has held that position since November 28, 2021, having served as our Interim President and Chief Executive Officer since August 2, 2021. Prior to his appointment as Interim President and Chief Executive Officer, Mr. Vaillancourt served as President of the Company's Sealing Technologies segment since August 26, 2020. Prior to that, Mr. Vaillancourt served as President, STEMCO division beginning in July 2018. Prior to that, he served as President, Garlock division since November 2014. Since joining the Company in 2009, he has also served as President, Garlock Sealing Products and as Vice President, Sales and Marketing of the Garlock division. Prior to joining Enpro in 2009, Mr. Vaillancourt held positions of increasing responsibility with Bluelinx Corporation, culminating in his position as Regional Vice President North-Sales and Distribution.

Joseph F. Bruderek is currently Executive Vice President and Chief Financial Officer and has held these positions since January, 2024 and April, 2024, respectively. Mr. Bruderek previously served from April 2022 to June 2023 as Vice President, Commodities and Corporate Strategy of Momentive Performance Materials, Inc., a global provider of silicones and specialty materials that formerly was a division of General Electric Company. During Mr. Bruderek's career at Momentive Performance Materials, he also served as Vice President, Corporate Development from June 2018 until April 2022, as Vice President and General Manager, Sealants from March 2014 to June 2018, as Director of Finance, Formulated Products Division from July 2012 to March 2014, as Chief Financial Officer, Americas from March 2009 to June 2012 and as Operations Finance Leader, Americas from January 2009 to March 2009. Mr. Bruderek joined Momentive Performance Materials in connection with General Electric's sale of the division to Momentive Performance Materials in December 2006, after having served in various positions of increasing responsibility at General Electric from 2000.

Robert S. McLean is currently Executive Vice President, a position he has held since July 2017, as well as Chief Administrative Officer, a position he has held since January 2016, and General Counsel, a position he has held since May 2012. Mr. McLean served as Vice President, Legal and Assistant Secretary from April 2010 to May 2012. Prior to joining Enpro, Mr. McLean was a partner at the Charlotte, North Carolina law firm of Robinson Bradshaw & Hinson P.A., which he joined in 1995, and where he chaired the firm's corporate practice group. Prior to joining Robinson Bradshaw & Hinson, Mr. McLean worked with the Atlanta office of the King & Spalding law firm and the Charlotte office of the Smith, Helms, Mullis & Moore law firm (now part of McGuireWoods, LLP), after which he was the Assistant General Counsel and Secretary of the former Carolina Freight Corporation (now part of Arkansas Best Corporation).

Steven R. Bower is currently Senior Vice President, Controller and Chief Accounting Officer and has held this position since July 2017. Mr. Bower previously served as Vice President, Controller and Chief Accounting Officer since joining the Company in October 2014. Prior to joining the Company, Mr. Bower held finance and accounting roles with the SGL Group from 1996 through 2014, and Collins & Aikman Corporation from 1989 through 1996. Mr. Bower was with Price Waterhouse LLP from July 1983 through November 1989, where he departed as an Audit Manager. Mr. Bower is both a Certified Public Accountant and a Certified Management Accountant.

Larisa R. Joiner is currently Senior Vice President and Chief Information Officer and has held these positions since January, 2025 and March, 2017, respectively. Ms. Joiner joined Enpro in 2013 and has held various positions in Information Technology, including Director, Global Project Management Office from 2014 to 2017. Prior to Enpro, Ms. Joiner led an application development team at BlueLinx Corporation, a distributor of building products. Earlier in her career, Ms. Joiner held multiple system analyst and project management roles at Georgia Pacific, LLC, a consumer products company.

## PART II

**ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Our common stock is publicly traded on the New York Stock Exchange ("NYSE") under the symbol "NPO."

As of December 31, 2024, there were 1,885 holders of record of our common stock.

The following table sets forth all purchases made by us or on our behalf or any "affiliated purchaser," as defined in Rule 10b-18(a)(3) under the Exchange Act, of shares of our common stock during each month in the fourth quarter of 2024.

Period	Total Number of Shares (or Units) Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs
October 1 – October 31, 2024	—	—	—	\$50,000,000 (1)
November 1 – November 30, 2024	—	—	—	\$50,000,000 (1)
December 1 – December 31, 2024	346 (2)	\$ 173.00 (2)	—	\$50,000,000 (1)
<b>Total</b>	<b>346 (2)</b>	<b>\$ 173.00 (2)</b>	<b>—</b>	<b>\$50,000,000 (1)</b>

(1) In October of 2024, our board of directors authorized the expenditure program of up to \$50.0 million for the repurchase of our outstanding common shares through October 2026. We have not made any repurchases under this authorization.

(2) In December 2024, a total of 346 shares were transferred to a rabbi trust that we established in connection with our Deferred Compensation Plan for Non-Employee Directors, pursuant to which non-employee directors may elect to defer directors' fees into common stock units. EnPro Holdings furnished these shares in exchange for management and other services provided by Enpro. Of these shares, 56 shares were valued at a price of \$175.86 per share, the closing trading price of our common stock on December 18, 2024, and 290 of these shares were valued at a price of \$172.45 per share, the closing trading price of our common stock on December 31, 2024. Accordingly, the total 346 shares were valued at a weighted average price of \$173.00. We do not consider the transfer of shares from EnPro Holdings in this context to be pursuant to a publicly announced plan or program.

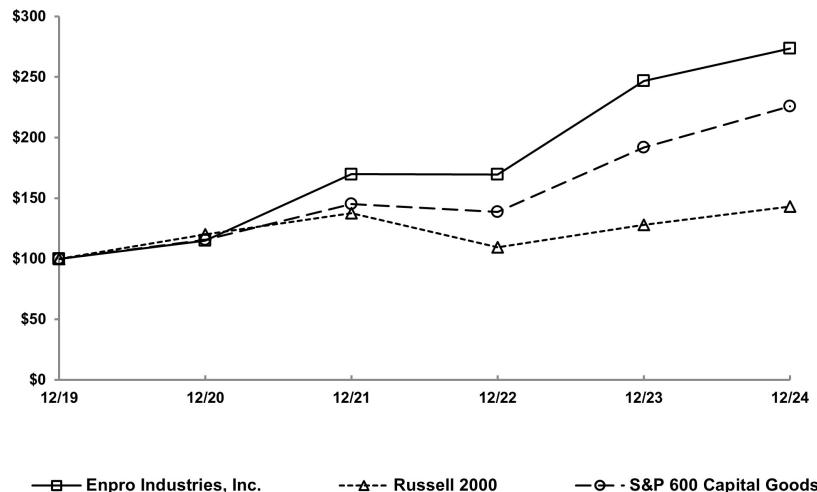
### CUMULATIVE TOTAL RETURN PERFORMANCE GRAPH

Set forth below is a line graph showing the annual change in the cumulative total shareholder return for our common stock as compared to similar returns for the Russell 2000® Stock Index and the S&P 600 Capital Goods Index.

Returns have been calculated assuming the investment of \$100 in each of the securities or indices on December 31, 2019, and reinvestment of dividends into additional shares of the respective equity securities when paid. The graph plots the respective values beginning on December 31, 2019, and continuing through December 31, 2024. Past performance is not necessarily indicative of possible future returns.

#### COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN\*

Among Enpro Inc., the Russell 2000 Index  
and the S&P 600 Capital Goods Index



\*\$100 invested on 12/31/19 in stock or index, including reinvestment of dividends.  
Fiscal year ending December 31.

Copyright© 2025 Standard & Poor's, a division of S&P Global. All rights reserved.  
Copyright© 2025 Russell Investment Group. All rights reserved.

ITEM 6.

[RESERVED]

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following is management's discussion and analysis of certain significant factors that have affected our consolidated financial condition and operating results during the periods included in the accompanying audited Consolidated Financial Statements and the related notes. You should read the following discussion in conjunction with our audited Consolidated Financial Statements and the related notes, included elsewhere in this annual report.*

### Forward-Looking Statements

*This report contains certain statements that are "forward-looking statements" as that term is defined under the Private Securities Litigation Reform Act of 1995 (the "Act") and releases issued by the SEC. The words "may," "hope," "will," "should," "could," "expect," "plan," "anticipate," "intend," "believe," "estimate," "predict," "potential," "continue," and other expressions which are predictions of or indicate future events and trends and which do not relate to historical matters identify forward-looking statements. We believe that it is important to communicate our future expectations to our shareholders, and we therefore make forward-looking statements in reliance upon the safe harbor provisions of the Act. However, there may be events in the future that we are not able to accurately predict or control, and our actual results may differ materially from the expectations we describe in our forward-looking statements. Forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance or achievements to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to: the risks and uncertainties set forth in Item 1A of this annual report, entitled "Risk Factors" and in this Management's Discussion and Analysis of Financial Condition and Results of Operations. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as may be required by law. Whenever you read or hear any subsequent written or oral forward-looking statements attributed to us or any person acting on our behalf, you should keep in mind the cautionary statements contained or referred to in this section.*

### Non-GAAP Financial Information

In our discussion of our outlook and results of operations, we utilize financial measures that have not been prepared in conformity with generally accepted accounting principles in the United States ("GAAP"). They include adjusted income from continuing operations attributable to Enpro Inc., adjusted diluted earnings per share attributable to Enpro Inc. continuing operations, adjusted earnings before interest, taxes, depreciation, and amortization ("adjusted EBITDA"), and total adjusted segment EBITDA. Tables showing the reconciliation of these non-GAAP financial measures, other than total adjusted segment EBITDA, to the comparable GAAP measures are included in "[Reconciliations of Non-GAAP Financial Measures to the Comparable GAAP Measures](#)," while the reconciliation of total adjusted segment EBITDA is included in "[Results of Operations](#)."

We believe non-GAAP metrics are commonly used financial measures for investors to evaluate our operating performance and, when read in conjunction with our consolidated financial statements, present a useful tool to evaluate our ongoing operations and performance from period to period. In addition, these non-GAAP measures are some of the factors we use in internal evaluations of the overall performance of our businesses. We acknowledge that there are many items that impact our reported results and the adjustments reflected in these non-GAAP measures are not intended to present all items that may have impacted these results. In addition, the non-GAAP measures we use are not necessarily comparable to similarly titled measures used by other companies.

### Overview

**Overview.** Enpro is a leading-edge industrial technology company focused on critical applications across a diverse group of growing end markets such as semiconductor, industrial process, commercial vehicle, sustainable power generation, aerospace, food and pharmaceuticals, photonics, and life sciences. We have 15 primary manufacturing and service facilities located in 8 countries, including the United States. Enpro is a leader in applied engineering and designs, develops, manufactures, and markets proprietary, value-added products and solutions that safeguard a variety of critical environments.

Over the past several years, we have executed several strategic initiatives to focus the portfolio of businesses where we offer proprietary, industrial technology-related products and solutions with high barriers to entry, compelling margins, strong cash flow, and perpetual recurring/aftermarket revenue in markets with favorable secular tailwinds.

We manage our business as two segments: a Sealing Technologies segment and an Advanced Surface Technologies segment.

Our Sealing Technologies segment engineers and manufactures value-added products and solutions that safeguard a variety of critical environments, including: metallic, non-metallic and composite material gaskets; dynamic seals; compression packing; elastomeric components; custom-engineered mechanical seals used in diverse applications; hydraulic components; test, measurement and sensing applications; sanitary gaskets; hoses and fittings for hygienic process industries; fluid transfer products for the pharmaceutical and biopharmaceutical industries; and commercial vehicle solutions used in wheel-end and suspension components that customers rely upon to ensure safety on our roadways.

These products are used in a variety of markets, including chemical and petrochemical processing, nuclear energy, hydrogen, natural gas, food and biopharmaceutical processing, primary metal manufacturing, mining, water and waste treatment, commercial vehicle, aerospace (including commercial space), medical, filtration and semiconductor fabrication. In all these industries, the performance and durability of our proprietary products and solutions are vital for the safety and environmental protection of our customers' processes. Many of our products and solutions are used in highly demanding applications, often in harsh environments, where the cost of failure is extremely high relative to the cost of our offerings to our customers. These environments include those where extreme temperatures, extreme pressures, corrosive agents, strict tolerances, or worn equipment create challenges for product performance. Sealing Technologies offers customers widely recognized applied engineering, innovation, process know-how and enduring reliability, driving a lasting aftermarket for many of our products and solutions.

Our Advanced Surface Technologies (AST) segment applies proprietary technologies, processes, and capabilities to deliver a highly differentiated suite of products and solutions for challenging applications in high-growth markets. The segment's products and solutions are used in demanding environments requiring performance, precision and repeatability, with a low tolerance for failure. AST's products and solutions include: (i) cleaning, coating, testing, refurbishment and verification for critical components and assemblies used in semiconductor manufacturing equipment, with meaningful exposures to state-of-the-art advanced node chip applications; (ii) designing, manufacturing and selling specialized optical filters and proprietary thin-film coatings for the most challenging applications in the industrial technology, life sciences, and semiconductor markets; (iii) engineering and manufacturing complex front-end wafer processing sub-systems and new and refurbished electrostatic chuck pedestals for the semiconductor equipment industry; and (iv) engineering and manufacturing edge-welded metal bellows for the semiconductor equipment industry and critical applications in the space, aerospace and defense markets. In many instances, AST capabilities drive products and solutions that enable the performance of our customers' high-value processes through an entire life cycle.

#### Acquisitions

On January 29, 2024, Enpro acquired all of the equity securities of Advanced Micro Instruments, Inc. ("AMI"), a privately held company, for \$209.4 million, net of cash acquired. In connection with the acquisition of AMI, there were \$3.9 million of acquisition-related costs incurred during the year ended December 31, 2024 and included in selling, general, and administrative expense in the accompanying Consolidated Statements of Operations.

AMI is a leading provider of highly-engineered, application-specific analyzers and sensing technologies that monitor critical parameters to maintain infrastructure integrity, enable process efficiency, enhance safety, and facilitate the clean energy transition. AMI is included within the Sealing Technologies segment.

Based in Costa Mesa, California, AMI serves customers in the midstream natural gas, biogas, industrial processing, cryogenics, food processing, laboratory wastewater and aerospace markets. The company offers a portfolio of oxygen, hydrogen, sulfide and moisture analyzers and proprietary sensing capabilities that detect contaminants in a variety of processes, including natural gas and biogas streams, which enable operators to avoid flaring and, thereby, reduce CO2 emissions.

#### *Acquisitions of redeemable non-controlling interests*

In connection with our acquisition of Alluxa in October 2020, three Alluxa executives (the "Alluxa Executives") received rollover equity interests in the form of approximately 7% of the total equity interest of an entity we formed for the purpose of acquiring Alluxa (the "Alluxa Acquisition Subsidiary"). Pursuant to the limited liability operating agreement (the "Alluxa LLC Agreement") that was entered into with the completion of the transaction, each Alluxa Executive had the right to sell to us, and we had the right to purchase from each Alluxa Executive (collectively, the "Put and Call Rights"), one-third of the Alluxa Executive equity interests in the Alluxa Acquisition Subsidiary during each of three exercise periods in 2024, 2025 and 2026, with any amount not sold or purchased in a prior exercise period being carried forward to the subsequent exercise periods. In January 2024, we agreed with the Alluxa Executives to change the terms of the Put and Call Rights so that all outstanding equity interests could be acquired in 2024. In February of 2024, we acquired all outstanding equity interests in the Alluxa

Acquisition Subsidiary for \$17.9 million, which was the minimum fixed price set in the Alluxa LLC Agreement. As this transaction was for the acquisition of all remaining shares of a consolidated subsidiary with no change in control, it was recorded within shareholder's equity and as a financing cash flow in the Consolidated Statement of Cash Flows. Enpro is now the sole owner of Alluxa.

In September 2019, Lunar Investment LLC ("Lunar"), a subsidiary of Enpro, acquired all of the equity securities of LeanTeq Co, LTD. and its affiliate LeanTeq LLC (collectively referred to as "LeanTeq"). As part of the transaction, two of the equity owners of LeanTeq, who were executives of the acquired entity (the "LeanTeq Executives"), acquired approximately a 10% ownership share of Lunar in the form of rollover equity. LeanTeq is included as part of our Advanced Surface Technologies segment. During the fourth quarter of 2022, Enpro acquired all the equity securities of Lunar owned by the LeanTeq Executives for an anticipated \$42.8 million and became the sole owner of LeanTeq. As a result of this purchase transaction, \$35.0 million of our Redeemable Non-Controlling Interests was reclassified as a liability. We paid \$41.9 million in December 2022, which was the minimum purchase price for these equity securities, of which \$7.8 million eliminated our outstanding deferred compensation liability and \$34.1 million reduced the liability attributable to the redeemable non-controlling interest acquisition. As a result of the financial performance of LeanTeq through November 2023, we made a final \$0.6 million payment to the LeanTeq Executives in 2024.

#### Discontinued Operations

During the third quarter of 2022, we entered into an agreement to sell our GGB business and announced our intention to sell Garlock Pipeline Technologies, Inc. ("GPT"). These businesses comprised our remaining Engineered Materials segment ("Engineered Materials"). As a result of classifying the GGB and GPT businesses as held for sale in the third quarter of 2022, we determined Engineered Materials to be a discontinued operation.

On January 30, 2023 we completed the sale of GPT. In 2023, we received \$28.9 million, net of transaction fees and cash sold, resulting in a pretax gain of \$14.6 million recognized in the first quarter of 2023.

The sale of GGB closed on November 4, 2022 to The Timken Company. We received \$298.2 million, net of transaction fees and cash sold, including \$3.1 million of payments made in Q1 of 2023. We recorded a pre-tax gain of \$189.1 million as part of our discontinued operations in the fourth quarter of 2022.

The sale of GGB included a subsidiary of our Sealing Technologies segment which is not part of the discontinued operations described above. The results of operations of this subsidiary are included in continuing operations for all periods being reported. As a result of this sale, we recorded a \$0.4 million loss in the fourth quarter of 2022 in other expense in our consolidated statement of operations.

Unless otherwise indicated, amounts presented in Management's Discussion and Analysis of Financial Condition and Results of Operations pertain to continuing operations only (see [Note 20](#) to our Consolidated Financial Statements in this Form 10-K for information on discontinued operations and the related disposition of those operations)

#### Global Sales

Please refer to Item 1, "Business-Background" for information with respect to our sales by geographic region in 2024, 2023 and 2022.

## Highlights

Financial highlights for the years ended December 31, 2024, 2023 and 2022 are as follows:

	2024	2023	2022
(in millions, except per share data)			
Net sales	\$ 1,048.7	\$ 1,059.3	\$ 1,099.2
Income from continuing operations attributable to Enpro Inc.	\$ 72.9	\$ 10.8	\$ 6.7
Net income attributable to Enpro Inc.	\$ 72.9	\$ 22.2	\$ 205.1
Diluted earnings per share from continuing operations attributable to Enpro Inc.	\$ 3.45	\$ 0.51	\$ 0.32
Adjusted income from continuing operations attributable to Enpro Inc. <sup>1</sup>	\$ 146.9	\$ 137.0	\$ 141.8
Adjusted diluted earnings per share attributable to Enpro Inc. continuing operations <sup>1</sup>	\$ 6.96	\$ 6.54	\$ 6.79
Adjusted Segment EBITDA <sup>2</sup>	\$ 300.8	\$ 287.8	\$ 304.0
Adjusted EBITDA <sup>1</sup>	\$ 254.8	\$ 238.0	\$ 257.4

<sup>1</sup> Reconciliation of these non-GAAP measures to their respective GAAP measure are located in "— [Reconciliation of Non-GAAP Financial Measure to the Comparable GAAP Measure](#)" at the end of this section.

<sup>2</sup> Reconciliation of these non-GAAP measures to their respective GAAP measure are located in "— [Results of Operations](#)".

## Results of Operations

	Years Ended December 31,		
	2024	2023	2022
	(in millions)		
<b>Sales</b>			
Sealing Technologies	\$ 687.2	\$ 658.4	\$ 624.3
Advanced Surface Technologies	362.2	401.2	476.1
	1,049.4	1,059.6	1,100.4
<b>Intersegment sales</b>	(0.7)	(0.3)	(1.2)
<b>Total sales</b>	<u><u>\$ 1,048.7</u></u>	<u><u>\$ 1,059.3</u></u>	<u><u>\$ 1,099.2</u></u>
 Income from continuing operations attributable to Enpro Inc.	 <u><u>\$ 72.9</u></u>	<u><u>\$ 10.8</u></u>	<u><u>\$ 6.7</u></u>
 <b>Adjusted Segment EBITDA</b>	  <u><u>\$ 224.1</u></u>	<u><u>\$ 192.3</u></u>	<u><u>\$ 157.8</u></u>
Sealing Technologies	\$ 76.7	95.5	146.2
<b>Total Adjusted Segment EBITDA</b>	<u><u>\$ 300.8</u></u>	<u><u>\$ 287.8</u></u>	<u><u>\$ 304.0</u></u>
 <b>Reconciliations of Income from continuing operations attributable to Enpro Inc. to Adjusted Segment EBITDA</b>			
Income from continuing operations attributable to Enpro Inc.	\$ 72.9	\$ 10.8	\$ 6.7
Plus: net loss attributable to redeemable non-controlling interests	—	(3.9)	(2.8)
Income from continuing operations	72.9	6.9	3.9
Income tax expense	(21.5)	(30.8)	(24.4)
Income from continuing operations before income taxes	94.4	37.7	28.3
Acquisition and divestiture expenses	4.3	1.1	0.5
Non-controlling interest compensation allocation	—	(0.3)	(0.6)
Amortization of the fair value adjustment to acquisition date inventory	1.7	—	13.3
Restructuring and impairment costs	5.8	4.0	1.9
Depreciation and amortization expense	100.3	94.3	102.8
Corporate expenses	46.4	51.1	48.7
Interest expense, net	34.5	30.1	33.9
Goodwill impairment	—	60.8	65.2
Other expense, net	13.4	9.0	10.0
<b>Adjusted Segment EBITDA</b>	<u><u>\$ 300.8</u></u>	<u><u>\$ 287.8</u></u>	<u><u>\$ 304.0</u></u>

We measure operating performance of our reportable segments based on segment earnings before interest, income taxes, depreciation, amortization, and other selected items ("Adjusted Segment EBITDA" or "Segment AEBITDA"), which is segment revenue reduced by operating expenses and other costs identifiable with the segment, excluding acquisition and divestiture expenses, restructuring costs, impairment charges, non-controlling interest compensation, amortization of the fair value adjustment to acquisition date inventory, and depreciation and amortization. Adjusted Segment EBITDA is not defined under GAAP and may not be comparable to similarly-titled measures used by other companies. Corporate expenses include general corporate administrative costs. Segment non-operating expenses and income, corporate expenses, net interest expense, goodwill impairment, and income taxes are not included in the computation of Adjusted Segment EBITDA. The accounting policies of the reportable segments are the same as those for Enpro.

In the first quarter of 2024, we refined our definition of Adjusted Segment EBITDA and corporate expenses to include certain other income or expenses previously reported in other expense, net. These items were primarily comprised of bank fees and certain foreign exchange transaction gains and losses. As a result of this change, for the year ended December 31, 2023, we recast our results to increase corporate expenses by \$1.6 million. For the year ended December 31, 2022, we decreased Sealing

Technologies Adjusted Segment EBITDA by \$1.3 million and increased Advanced Surface Technologies Adjusted Segment EBITDA by \$4.7 million in addition to increasing corporate expenses by \$1.7 million.

Non-controlling interest compensation allocation represents compensation expense associated with a portion of the rollover equity from the acquisitions of LeanTeq and Alluxa that was subject to reduction for certain types of employment terminations of the sellers. This expense was recorded in selling, general, and administrative expenses on our Consolidated Statements of Operations and is directly related to the terms of the acquisitions. We acquired all of the LeanTeq non-controlling interests in the fourth quarter of 2022 and all of the Alluxa non-controlling interests in the first quarter of 2024.

Other expense, net in the table above represents other expense (non-operating) on our Consolidated Statements of Operations for the respective periods presented.

#### **2024 Compared to 2023**

Sales of \$1,048.7 million in 2024 decreased 1.0% from \$1,059.3 million in 2023. The following table summarizes the impact of acquisitions and foreign currency on sales by segment:

Sales increase/(decrease)	Percent Change 2024 vs. 2023			
	Acquisition		Foreign Currency	Organic
	3.0 %	(0.1) %	(3.9)%	
Enpro Inc.	3.0 %	(0.1) %	(3.9)%	(1.0)%
Sealing Technologies	4.9 %	(0.2) %	(0.3)%	4.4 %
Advanced Surface Technologies	— %	— %	(9.7)%	(9.7)%

Following is a discussion of operating results for each segment during 2024 compared to 2023:

**Sealing Technologies.** Sales of \$687.2 million in 2024 reflect a 4.4% increase compared to \$658.4 million in 2023. Excluding the unfavorable foreign exchange translation (\$1.5 million) and the sales from a recent acquisition (\$32.1 million), sales were down 0.3% or \$1.8 million. Organic sales were relatively flat as strong demand in aerospace and nuclear markets, strategic pricing actions, and recovery in food and pharmaceuticals and European general industrial markets were offset by a sharp decline in commercial vehicle OEM and Asian industrial markets.

Segment AEBITDA of \$224.1 million in 2024 increased 16.5% from \$192.3 million in 2023. Segment AEBITDA margin increased from 29.2% in 2023 to 32.6% in 2024. Excluding the unfavorable foreign exchange translation (\$0.7 million) and the contribution from a business recently acquired of (\$16.9 million), Adjusted Segment EBITDA increased 8.1%, or \$15.6 million. The increase in Segment AEBITDA was driven primarily by pricing gains (\$20.0 million), favorable sales mix (\$5.7 million), decreased labor and overhead costs (\$3.9 million), and lower selling, general, and administrative costs (\$1.5 million), partially offset by decreased sales volume (\$15.5 million).

**Advanced Surface Technologies.** Sales of \$362.2 million in 2024 reflect a 9.7% decrease compared to \$401.2 million in 2023 driven primarily by continued weakness in semiconductor capital equipment spending, partially offset by solutions serving leading-edge applications.

Segment AEBITDA of \$76.7 million in 2024 decreased 19.6% from \$95.5 million in 2023. Segment AEBITDA margin decreased from 23.8% in 2023 to 21.2% in 2024. The \$18.7 million decrease in Adjusted Segment EBITDA was driven primarily by lower volumes (\$25.5 million), higher labor costs (\$1.3 million), increased selling, general, and administrative costs (\$2.3 million) and a higher level of start-up expenses for LeanTeq's new production site in Arizona, partially offset by favorable sales mix (\$14.7 million).

Corporate expenses for 2024 decreased \$4.7 million as compared to 2023. The decrease was driven primarily by a decrease in share-price-based long-term incentive compensation expenses (\$4.9 million).

Interest expense, net in 2024 increased by \$4.4 million as compared to 2023 primarily due to lower interest income on cash balances following the acquisition of AMI, partially offset by lower average outstanding debt.

Other expense, net in 2024 increased by \$4.4 million as compared to 2023, primarily due to the increase in the valuation reserve on a long-term promissory note received in partial consideration for the sale of a non-strategic business in 2020 (\$4.5 million) and increased environmental related costs (\$2.8 million) partially offset by lower non-service pension related costs (\$1.4 million), income realized from the settlement of a legacy claim (\$0.6 million), decreased foreign exchange losses related to an intercompany note denominated in Euros (\$0.4 million) and decreased costs related to divested businesses (\$0.3 million).

Income tax expense from continuing operations was \$21.5 million in 2024 and \$30.8 million in 2023. The effective tax rates for 2024 and 2023 were 22.8% and 81.6% respectively. The effective tax rate for 2024 is higher than the U.S. federal tax rate primarily driven by higher tax rates in most foreign jurisdictions, partially offset by the favorable impact of tax credits. The effect of these items resulted in a net \$3.2 million increase in income tax expense from the federal statutory rate. In 2024, we had a decrease in tax expense relative to 2023, primarily driven by 2023 goodwill impairment, which is not deductible for tax purposes.

Income from continuing operations attributable to Enpro Inc. was \$72.9 million, or \$3.48 per share, in 2024 compared to income from continuing operations attributable to Enpro Inc. of \$10.8 million, or \$0.52 per share, in 2023.

#### **2023 Compared to 2022**

For a comparison of our results of operations for the years ended December 31, 2023 to December 31, 2022, see "Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of the Company's [Annual Report on Form 10-K](#) for the fiscal year ended December 31, 2023, filed with the SEC on February 27, 2024.

#### **Restructuring and Other Costs**

We incurred \$6.2 million, \$5.0 million and \$3.0 million of restructuring and impairment costs during the years ended December 31, 2024, 2023 and 2022, respectively. Additionally, in 2023 and 2022, we incurred goodwill impairment charges of \$60.8 million and \$65.2 million, respectively, related to the Alluxa reporting unit.

Of the restructuring and impairment costs incurred in 2024, 2023 and 2022, we incurred \$2.8 million, \$4.3 million and \$1.8 million, respectively, of restructuring costs related to the reorganization of sites and functions, primarily in the United States and \$3.4 million, \$0.7 million, and \$1.2 million, respectively, of non-cash impairment charges of long-lived assets. Workforce reductions associated with our restructuring activities in 2024, 2023, and 2022 totaled 77, 72, and 25 administrative and manufacturing positions, respectively.

Please see the "[Overview](#)" section of Management's Discussion and Analysis of Financial Condition and Results of Operations and [Note 3](#) to our consolidated financial statements for further information.

#### **Liquidity and Capital Resources**

Cash requirements for, but not limited to, working capital, capital expenditures, acquisitions, and debt repayments have been funded from cash balances on hand, revolver borrowings and cash generated from operations. We are proactively pursuing acquisition opportunities. Should we need additional capital, we have resources available, which are discussed in this section under the heading "Capital Resources."

As of December 31, 2024, we held \$49.3 million of cash and cash equivalents in the United States and \$187.0 million of cash outside of the United States. If the funds held outside the United States were needed for our operations in the U.S., we have several methods to repatriate such funds without significant adverse tax effects, including repayment of intercompany loans, distributions subject to a 100 percent dividends-received deduction for income tax purposes, or distributions of previously-taxed earnings.

Because of the transition tax, GILTI, and Subpart F provisions, undistributed earnings of our foreign subsidiaries totaling \$187.1 million at December 31, 2023 have been subjected to U.S. income tax or are eligible for the 100 percent dividends-received deduction under Section 245A of the Internal Revenue Code ("IRC") provided in the Tax Cuts and Jobs Act. Additionally, undistributed earnings are estimated to be \$239.4 million as of December 31, 2024. Whether through the application of the 100 percent dividends received deduction, or distribution of these previously-taxed earnings, we do not intend to distribute foreign earnings that will be subject to any significant incremental U.S. or foreign tax. During 2024, we repatriated \$61.3 million of earnings from our foreign subsidiaries, resulting in only \$0.3 million of withholding taxes. We have determined that estimating any tax liability on our investment in foreign subsidiaries is not practicable. Therefore, we have not recorded any deferred tax liability on undistributed earnings of foreign subsidiaries.

#### **Cash Flows**

Operating activities of continuing operations provided cash in the amount of \$162.9 million, \$208.4 million and \$106.1 million in 2024, 2023 and 2022, respectively. The decrease in operating cash flows in 2024 versus 2023 was primarily attributable the decline in revenue, timing of working capital, and payments related to short-term operating liabilities, as well as \$18.9 million of additional tax payments made in 2024. The increase in operating cash flows in 2023 versus 2022 was primarily

attributable to less income tax payments, net of refunds (\$63.6 million) and improvements in net working capital. Higher tax payments in 2022 were the result of high proceeds from our divestiture of discontinued operations.

Investing activities of continuing operations used \$241.5 million and \$7.4 million in 2024 and 2023, respectively, and provided \$302.7 million of cash in 2022. Investing activities in 2024 used cash primarily for the acquisition of AMI (\$209.4 million) and investments in property, plant, and equipment (\$29.1 million). Investing activities in 2023 used cash primarily for investments in property, plant, and equipment (\$33.9 million), partially offset by proceeds of the sale of businesses, principally the sale of GPT (\$25.9 million). Investing activities in 2022 provided cash from the sale of businesses (\$301.9 million), primarily the sale of GGB, and the settlement of derivative contracts (\$27.4 million). This was partially offset by investments in property, plant and equipment (\$29.4 million).

Financing activities of continuing operations used \$50.5 million in cash in 2024, primarily attributable to the acquisition of non-controlling interests, primarily for the acquisition of the Alluxa non-controlling interests (\$18.3 million), net repayments of debt (\$8.1 million) and dividend payments (\$25.3 million). Financing activities of continuing operations used \$170.9 million in 2023 primarily attributable to payments on our Term Loan Facilities, including the complete repayment of our Term Loan A-1 Facility, as defined and discussed below (\$144.9 million), and by dividend payments (\$24.3 million). Financing activities used \$402.1 million in 2022, primarily attributable to a net payment our Revolving Credit Facility, as defined below, and Term Loan Facilities (\$337.0 million), the acquisition of the equity interests in LeanTeq held by the LeanTeq Executives (\$34.1 million) and dividend payments (\$23.4 million)

### **Capital Resources**

Senior Secured Credit Facility. On December 17, 2021, we entered into a Third Amended and Restated Credit Agreement (the "Amended Credit Agreement") dated as of December 17, 2021 among the Company and EnPro Holdings, as borrowers, certain of our foreign subsidiaries are from time to time party thereto, as designated borrowers, the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer. The Amended Credit Agreement amends, restates and replaces the Second Amended and Restated Credit Agreement dated as of June 28, 2018, as amended, among the Company and EnPro Holdings as borrowers, the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.

The Amended Credit Agreement provides for credit facilities in the initial aggregate principal amount of \$1,007.5 million, consisting of a five-year, senior secured revolving credit facility of \$400.0 million (the "Revolving Credit Facility"), a \$142.5 million senior secured term loan facility in replacement of the our existing senior secured term loan facility, maturing September 25, 2024 (the "Term Loan A-1 Facility"), a five-year, senior secured term loan facility of \$315.0 million (the "Term Loan A-2 Facility") and a 364-day, senior secured term loan facility of \$150.0 million (the "364-Day Facility" and together with the Term Loan A-1 Facility and the Term Loan A-2 Facility, the "Term Loan Facilities", which together with the Revolving Credit Facility are referred to as the "Facilities"). The Amended Credit Agreement also provides that we may seek incremental term loans and/or additional revolving credit commitments in an amount equal to the greater of \$275.0 million and 100% of consolidated EBITDA for the most recently ended four-quarter period for which we have reported financial results, plus additional amounts based on a consolidated senior secured leverage ratio. The Amended Credit Agreement became effective on December 17, 2021.

Borrowings under the 364-Day Facility bore interest at an annual rate of LIBOR plus 1.50% or base rate plus 0.50%. Initially, borrowings under the Facilities (other than the 364-Day Facility) bore interest at an annual rate of LIBOR plus 1.75% or base rate plus 0.75%, although these interest rates were subject to incremental increase or decrease based on a consolidated total net leverage ratio. On November 8, 2022, we entered into a First Amendment to the Amended Credit Agreement, which replaced the LIBOR-based interest rate option with an option based on Term SOFR ("Secured Overnight Financing Rate") plus (i) a credit spread adjustment of 0.10% and (ii) 1.75%, again subject to incremental increase or decrease based on a consolidated total net leverage ratio. In addition, a commitment fee accrues with respect to the unused amount of the Revolving Credit Facility at an annual rate of 0.225%, which rate is also subject to incremental increase or decrease based on a consolidated total net leverage ratio.

The Term Loan A-1 Facility amortized on a quarterly basis in an annual amount equal to 2.50% of the original principal amount of the Term Loan A-1 Facility (\$150.0 million) in year one after the closing, 5.00% of such original principal amount in year two and 1.25% of such original principal amount in each of the first three quarters of year three, with the remaining outstanding principal amount payable at maturity. The Term Loan A-2 Facility amortizes on a quarterly basis in an annual amount equal to 2.5% of the original principal amount of the Term Loan A-2 Facility in each of years one through three, 5.0% of such original principal amount in year four and 1.25% of such original principal amount in each of the first three quarters of year five, with the remaining outstanding principal amount payable at maturity. The 364-Day Facility did not amortize and was repaid in full in the quarter ended September 30, 2022. The Facilities are subject to prepayment with the net cash proceeds of

certain asset sales not reinvested in acquisitions within a specified period, casualty or condemnation events, and non-permitted debt issuances. On July 21, 2023, we entered into a waiver agreement under Amended Credit Agreement that waived the requirement to prepay the Facilities with remaining excess net cash proceeds related to the sale of GGB and GPT that had not been reinvested in operating assets within 365 days from the date of the sale. In conjunction with this waiver, on July 26, 2023, we voluntarily prepaid all outstanding borrowings and accrued and unpaid interest under the Term Loan A-1 Facility (a remaining principal balance of \$133.1 million and accrued interest of \$0.6 million). After taking into account the repayment of borrowings under the Term Loan A-1 Facility noted above, forecasted capital expenditures, and other applicable expenditures, we met all reinvestment requirements under the indenture related to the excess net cash proceeds from the sales of GGB and GPT. There is no prepayment penalty for a full or partial repayment of the Facilities at any time.

The Company and EnPro Holdings are the permitted borrowers under the Facilities. We have the ability to add wholly owned foreign subsidiaries as borrowers under the Revolving Credit Facility. Each of our domestic, consolidated subsidiaries (other than any subsidiaries that may be designated as "unrestricted" by the Company from time to time an inactive subsidiaries) is required to guarantee the obligations of the borrowers under the Facilities, and each of our existing domestic, consolidated subsidiaries (other than inactive subsidiaries) has entered into the Amended Credit Agreement to provide such a guarantee.

Borrowings under the Facilities are secured by a first-priority pledge of the following assets:

- 100% of the capital stock of each domestic subsidiary of the Company (other than unrestricted or inactive subsidiaries);
- 65% of the capital stock of any first tier foreign subsidiary of the Company and its domestic subsidiaries (other than unrestricted or inactive subsidiaries); and
- substantially all of the assets (including, without limitation, machinery and equipment, inventory and other goods, accounts receivable, bank accounts, general intangibles, financial assets, investment property, license rights, patents, trademarks, trade names, copyrights, chattel paper, insurance proceeds, contract rights, hedge agreements, documents, instruments, indemnification rights, tax refunds and cash, but excluding real estate interests) of the Company and its domestic subsidiaries (other than unrestricted or inactive subsidiaries).

The Amended Credit Agreement contains certain financial covenants and required financial ratios, including:

- a maximum consolidated total net leverage ratio of not more than 4.75 to 1.0 (with total debt, for the purposes of such ratio, to be net of up to \$150 million of unrestricted cash of Enpro Inc. and its consolidated subsidiaries), which ratio will decrease to 4.5 to 1.0 for each fiscal quarter beginning with the fiscal quarter ending March 31, 2022 and ending with the fiscal quarter ending December 31, 2022, and to 4.0 to 1.0 for each quarter thereafter; and, once so decreased, may be increased (up to three times) at the borrowers' option to not more than 4.5 to 1.0 for the four-quarter period following a significant acquisition; and
- a minimum consolidated interest coverage ratio of at least 2.5 to 1.0.

The Amended Credit Agreement contains affirmative and negative covenants (subject, in each case, to customary exceptions and qualifications), including covenants that limit our ability to, among other things:

- grant liens on our assets;
- incur additional indebtedness (including guarantees and other contingent obligations);
- make certain investments (including loans and advances);
- merge or make other fundamental changes;
- sell or otherwise dispose of property or assets;
- pay dividends and other distributions and prepay certain indebtedness;
- make changes in the nature of our business;
- enter into transactions with our affiliates;
- enter into burdensome contracts; and
- modify or terminate documents related to certain indebtedness.

We were in compliance with all covenants of the Amended Credit Agreement as of December 31, 2024. The borrowing availability under our Revolving Credit Facility at December 31, 2024 was \$390 million after giving consideration to \$10.0

million of outstanding letters of credit. The principal balance of our outstanding Term Loan A-2 Facility at December 31, 2024 was \$291.4 million.

Senior Notes. On October 17, 2018, we completed the offering of \$350 million aggregate principal amount of our 5.75% senior notes due 2026 (the "Senior Notes") and applied the net proceeds of that offering, together with borrowings under the Revolving Credit Facility, to redeem on October 31, 2018 the full \$450 million aggregate principal amount of our outstanding 5.875% senior notes due 2022.

The Senior Notes were issued to investors at 100% of the principal amount thereof. The Senior Notes are unsecured, unsubordinated obligations of Enpro and mature on October 15, 2026. Interest on the Senior Notes accrues at a rate of 5.75% per annum and is payable semi-annually in cash in arrears on April 15 and October 15 of each year, commencing April 15, 2019. The Senior Notes are required to be guaranteed on a senior unsecured basis by each of Enpro's existing and future direct and indirect domestic subsidiaries that is a borrower under, or guarantees, our indebtedness under the Revolving Credit Facility or guarantees any other Capital Markets Indebtedness (as defined in the indenture governing the Senior Notes) of Enpro or any of the guarantors.

Commencing on October 15, 2021, we may, on any one or more occasions, redeem all or a part of the Senior Notes at specified redemption prices plus accrued and unpaid interest. In addition, we may redeem a portion of the aggregate principal amount of the Senior Notes before October 15, 2021 with the net cash proceeds from certain equity offerings at a specified redemption price plus accrued and unpaid interest, if any, to, but not including, the redemption date. Prior to October 15, 2021, we could redeem some or all of the Senior Notes at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, to, but not including, the redemption date, plus a "make whole" premium.

Each holder of the Senior Notes may require us to repurchase some or all of the Senior Notes held by such holder for cash upon the occurrence of a defined "change of control" event. Our ability to redeem the Senior Notes prior to maturity is subject to certain conditions, including in certain cases the payment of make-whole amounts.

The indenture governing the Senior Notes requires us to apply the net cash proceeds of certain asset sales not reinvested in acquisitions, capital expenditures, or used to repay or otherwise reduce specified indebtedness within a specified period, to the extent the remaining net proceeds exceed a specified amount, to offer to repurchase the Senior Notes at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest.

#### Contractual Obligations

A summary of our contractual obligations and commitments at December 31, 2024 is as follows:

	Payments Due by Period (in millions)					
	Total	Less than		1-3 Years	3-5 Years	More than 5 Years
		1 Year	Years			
Long-term debt	\$ 642.3	\$ 16.0	\$ 626.0	\$ 0.3	\$ —	\$ —
Interest on debt	72.9	37.2	35.7	—	—	—
Operating leases	61.8	12.0	21.3	14.4	14.1	—
Environmental liabilities	40.7	11.3	14.2	9.9	5.3	—
<b>Total</b>	<b>\$ 817.7</b>	<b>\$ 76.5</b>	<b>\$ 697.2</b>	<b>\$ 24.6</b>	<b>\$ 19.4</b>	

The payments for long-term debt shown in the table above reflect the contractual principal amount for the Senior Notes and term loans under our Amended Credit Agreement. In our Consolidated Balance Sheet, these amounts are shown net of a debt discount of \$2.2 million. Additional discussion regarding the Senior Notes and Amended Credit Agreement is included in this Management's Discussion and Analysis of Financial Condition and Results of Operations in "Liquidity and Capital Resources – Capital Resources," and in [Note 11](#), "Debt," to the consolidated financial statements. The interest on debt represents the contractual interest coupon. It does not include the debt discount accretion, which also is a component of interest expense.

The estimated payments of environmental liabilities is based on information currently known to us. However, it is possible that these estimates will vary from actual results and it is possible that these estimates may be updated if new information becomes available in the future or if there are changes in the facts and circumstances related to these liabilities. Additional discussion regarding these liabilities is included earlier in this Management's Discussion and Analysis of Financial Condition and Results of Operations in "Contingencies – Environmental" and "Contingencies – Crucible Steel Corporation a/k/a Crucible, Inc.," and in [Note 19](#), "Commitments and Contingencies," to the consolidated financial statements.

The table does not include obligations under our pension plans, which is included in [Note 14](#), "Pension," to the consolidated financial statements.

#### **Share Repurchase Program**

Enpro's board of directors approved a new share repurchase authorization in October 2024, replacing the previous \$50.0 million authorization that expired in October 2024. No shares were purchased under the prior repurchase program. Under the replacement authorization, which, other than the expiration date, is identical to the prior authorization, the Company may repurchase up to \$50.0 million of shares in both open market and privately negotiated transactions. The Company's management is authorized to determine the timing and amount of any such repurchases based on its evaluation of market conditions, capital alternatives, and other factors. Repurchases may also be made under Rule 10b5-1 plans, which could result in the repurchase of shares during periods when the Company otherwise would be precluded from doing so under insider trading laws. The new share repurchase authorization expires in October 2026.

#### **Dividends**

On January 13, 2015, our board of directors adopted a policy under which it intends to declare regular quarterly cash dividends on Enpro's common stock, with the determination of whether to declare a dividend and the amount being considered each quarter, after taking into account our cash flow, earnings, cash position, financial position and other relevant matters. In 2022, our board declared a dividend of \$0.28 per share in each quarter, in 2023, our board declared a dividend of \$0.29 per share in each quarter, and in 2024 our board declared a dividend of \$0.30 per share in each quarter. On February 13, 2025 we announced that our board of directors had increased the quarterly dividend to \$0.31 per share, commencing with the dividend to be paid on March 19, 2025 to all shareholders of record as of March 5, 2025. Each of the Credit Agreement and the indenture governing the Senior Notes includes covenants restricting the payment of dividends, but includes a basket permitting the payment of cash dividends of up to \$50.0 million per year under the Credit Agreement and \$60.0 million per year under the indenture governing the Senior Notes. Other baskets may be available under that the agreement governing the Revolving Credit Facility and the indenture governing the Senior Notes to permit the payment of dividends in excess of the respective basket amount.

#### **Critical Accounting Estimates**

The preparation of our Consolidated Financial Statements, in accordance with accounting principles generally accepted in the United States, requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures pertaining to contingent assets and liabilities. [Note 1](#), "Overview, Basis of Presentation, Significant Accounting Policies and Recently Issued Accounting Guidance," to the Consolidated Financial Statements describes the significant accounting policies used to prepare the Consolidated Financial Statements and recently issued accounting guidance. On an ongoing basis we evaluate our estimates, including, but not limited to, those related to bad debts, inventories, intangible assets, income taxes, warranty obligations, restructuring, pensions, and contingencies and litigation. We base our estimates on historical experience and on various other assumptions we believe to be reasonable under the circumstances. Actual results may differ from our estimates.

We believe the following accounting estimates are the most critical. Some of them involve significant judgments and uncertainties and could potentially result in materially different results under different assumptions and conditions.

#### ***Goodwill and Other Intangible Assets***

Goodwill represents the excess of the purchase price over the estimated fair value of the net assets of acquired businesses. Goodwill is not amortized, but instead is subject to annual impairment testing that is conducted each calendar year in the fourth quarter. Our annual impairment testing for all of our intangible assets is November 1 of each year.

The goodwill asset impairment test involves comparing the fair value of a reporting unit to its carrying amount. An impairment charge is recognized when the carrying amount exceeds the reporting unit's fair value; however, the loss recognized would not exceed the total amount of goodwill allocated to that reporting unit. Interim tests during the year may be required if an event occurs or circumstances change (a "triggering event") that in management's judgement would more likely than not reduce the fair value of a reporting unit below its' carrying amount.

To estimate the fair value of the four of our five reporting units with goodwill balances remaining, we use both a discounted cash flow and a market valuation approach. The discounted cash flow approach uses cash flow projections and a discount rate to calculate the fair value of each reporting unit while the market approach relies on market multiples of similar companies. The key assumptions used for the discounted cash flow approach include projected revenues and profit margins,

projected capital expenditures, changes in working capital, and the discount and tax rates. For the market approach, we select a group of peer companies that we believe are best representative of each reporting unit. We used a 75% weighting for the discounted cash flow valuation approach and a 25% weighting for the market valuation approach, reflecting our belief that the discounted cash flow valuation approach is a better indicator of a reporting unit's value since it reflects the specific cash flows anticipated to be generated in the future by the business.

At the time of our annual test as of November 1, 2022, our updated forecast and projections based upon our annual projection and analysis indicated that the carrying value of the Alluxa reporting unit exceeded fair value by \$65.2 million which has been recognized as an impairment charge in the fourth quarter of 2022. This was primarily driven by the increase in discount rate from 12.0% as of November 1, 2021 to 14.6% as of November 1, 2022. In the second quarter of 2023, we determined the lower than previously projected actual and forecasted financial performance of our Alluxa reporting unit to be a triggering event for an interim goodwill impairment test. We determined the carrying value of our Alluxa reporting unit to exceed its fair value and, as a result, we impaired the remaining \$60.8 million of goodwill related to Alluxa. Our Consolidated Balance Sheet at December 31, 2024 and 2023 reflects no goodwill related to Alluxa.

The fair value of our semiconductor reporting unit, included in the Advanced Surface Technologies segment, exceeded carrying value by approximately 17% as of November 1, 2024. The carrying value of the Semiconductor reporting unit as of December 31, 2024 includes \$532.2 million of goodwill. We considered the sensitivity of the valuation of our Semiconductor reporting unit to adverse changes in our projected cash flows under two separate alternative scenarios. First, with a 5% reduction in forecasted sales used in our valuation model, we estimate the fair value of the Semiconductor reporting unit would exceed its carrying value by less than 4%. Second, with a 1% increase in the discount rate as of November 1, 2024 we estimate our fair value of the Semiconductor reporting unit would exceed its carrying value by less than 2%. All annual and interim impairment tests of goodwill for the Semiconductor reporting unit performed during the 3-years ended December 31, 2024 indicated there was no impairment of goodwill for the Semiconductor reporting unit.

The fair value of the three reporting units of our Sealing Technologies segment all exceeded their respective carrying values by more than 75% as of November 1, 2024. Our annual impairment test of the goodwill for the three reporting units of our Sealing Technologies segment as of November 1, 2023 and 2022 indicated no impairment.

Annual assessments are conducted in the context of information that was reasonably available to us as of the date of the assessment including our best estimates of future sales volumes and prices; material and labor cost and availability; operational efficiency including the impact of projected capital asset additions, and the discount rates and tax rates. We will perform our next annual goodwill impairment tests as of November 1, 2025; or earlier, if adverse changes in circumstances result in our assessment that a triggering event has occurred at any of our reporting units and an interim test is required.

Other intangible assets are recorded at cost or, when acquired as a part of a business combination, at estimated fair value. These assets include customer relationships, patents and other technology-related assets, trademarks, licenses, and non-compete agreements. Intangible assets that have definite lives are amortized using a method that reflects the pattern in which the economic benefits of the assets are consumed or the straight-line method over estimated useful lives of 1 to 21 years.

Intangible assets with indefinite lives, which consist primarily of trade names and future products that were in development at the time of the acquisition of AMI in January 2024, are subject to at least annual impairment testing. The impairment testing for the indefinite lived trade names compares the fair value of the intangible asset with its carrying amount using the relief from royalty method. Key assumptions used in the relief from royalty method are projected revenues and royalty, discount, tax, and terminal growth rates. Impairment testing for these assets were conducted as of November 1 in 2024, 2023 and 2022 and indicated no impairment. Impairment testing related to the future products that were in development at the time of the acquisition of AMI compares the fair value of the intangible asset with its carrying value using a multi-period excess earnings method. Key assumptions used in the excess earnings method are projected revenues and profit margins, obsolescence factors, and tax, discount, and long-term growth rates. This testing was conducted as of November 1, 2024, the first testing period after the asset was acquired, and indicated no impairment. Interim tests may be required if an event occurs or circumstances change that would more likely than not reduce the fair value below the carrying value or change the useful life of the asset. For additional information regarding the acquisition of AMI, see "[Management's Discussion and Analysis of Financial Condition and Results of Operations – Overview](#)" as well as [Note 2](#) to the Consolidated Financial Statements.

Many of the factors used in assessing fair value are outside the control of management, and it is reasonably likely that assumptions and estimates will change in future periods. These changes could result in future impairments. For additional information, see "[Management's Discussion and Analysis of Financial Condition and Results of Operations – Overview](#)" as well as Notes [1](#) and [8](#) to the Consolidated Financial Statements.

### **Business Combinations**

Over the past several years, we have executed several strategic acquisitions, most of which are material. We utilize the acquisition method of accounting for business combinations. The estimated fair value of assets acquired and liabilities assumed in a business combination are included in our Consolidated Balance Sheet beginning on the acquisition date. We may evaluate these values and adjust our estimates up to one-year from the date the business was acquired.

We estimate the fair-value of the assets acquired and liabilities assumed in a business combination using various valuation methods that are appropriate for the specific business combination or the specific asset or liability being valued. Various techniques are used to determine the fair-value of intangible assets, which require judgement and often comprise a significant portion of total assets acquired in a business combination. We use the income approach to determine the fair-value of our intangible assets, primarily using the relief-from-royalty or multi-period excess earnings methods. Under these valuation approaches, we use key assumptions in valuing the assets, including projected revenues and profit margins, royalty rates, obsolescence factors, customer attrition rates, contributory asset charges, tax rates, discount rates and long-term growth rates. Any excess total consideration transferred in a business combination greater than the fair value of identifiable assets acquired net of liabilities assumed is recorded as goodwill.

For additional information regarding our acquisitions, see "[Management's Discussion and Analysis of Financial Condition and Results of Operations – Overview](#)" as well as [Note 2](#) to the Consolidated Financial Statements.

### **Environmental**

Although we believe past operations were in substantial compliance with the then applicable regulations, we or one or more of our subsidiaries are involved with various remediation activities or an investigation to determine responsibility for environmental conditions at 21 sites.

Our policy is to accrue environmental investigation and remediation costs when it is probable that a liability has been incurred and the amount can be reasonably estimated. In general, due to uncertainties regarding, among other factors, changes to operating and monitoring requirements based on the ongoing performance of the remediation system and/or changes to applicable legal and regulatory requirements, we do not consider costs for remediation activities beyond five years to be reasonably estimable. To the extent that capital costs to be incurred more than five years out, such as costs for the construction or decommissioning of remediation systems, can be reasonably estimated such costs are included in our environmental reserves. For sites with multiple future projected cost scenarios for identified feasible investigation and remediation options where no one estimate is more likely than all the others, our policy is to accrue the lowest estimate among the range of estimates. The measurement of our liability is based on an evaluation of currently available facts with respect to each individual situation and takes into consideration factors such as existing technology, presently enacted laws and regulations and prior experience in the remediation of similar contaminated sites. Liabilities are established for all sites based on these factors. As assessments and remediation progress at individual sites, these liabilities are reviewed and adjusted to reflect additional technical data and legal information. Given the uncertainties regarding the status of laws, regulations, enforcement policies, the impact of other parties potentially being fully or partially liable, technology and information related to individual sites, we do not believe it is possible to develop an estimate of the range of reasonably possible environmental loss in excess of our recorded liabilities.

We believe that our accruals for specific environmental liabilities are adequate based on currently available information. Based upon limited information regarding any incremental remediation or other actions that may be required at these sites, we cannot estimate any further loss or a reasonably possible range of loss related to these matters. Actual costs to be incurred in future periods may vary from estimates because of the inherent uncertainties in evaluating environmental exposures due to unknown and changing conditions, changing government regulations and legal standards regarding liability.

### **Income Taxes**

We use the asset and liability method of accounting for income taxes. Temporary differences arising between the tax basis of an asset or liability and its carrying amount on the Consolidated Balance Sheet are used to calculate future income tax assets or liabilities. This method also requires the recognition of deferred tax benefits, such as net operating loss carryforwards. Valuation allowances are recorded as appropriate to reduce deferred tax assets to the amount considered likely to be realized. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the taxable income (losses) in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the date of enactment of the change. A tax benefit from an uncertain tax position is recognized only if we believe it is more likely than not that the position will be sustained on its technical merits. If the recognition threshold for the tax position is met, only the portion of the tax benefit that we believe is greater than 50 percent likely to be realized is recorded. Our future results may include favorable or unfavorable

adjustments to our estimated tax liabilities due to closure of income tax examinations, statute expirations, new regulatory or judicial pronouncements, changes in tax laws, changes in projected levels of taxable income, future tax planning strategies, or other relevant events.

#### **OECD/G20 Base Erosion and Profit Shifting Project - Pillar 2**

The Organization for Economic Co-operation and Development (the "OECD") has introduced a framework to implement a global minimum corporate tax of 15%, referred to as Pillar Two, that is effective for tax years beginning in 2024.

While it is uncertain whether the U.S. will enact legislation to adopt Pillar Two, certain countries in which we operate have enacted legislation to adopt Pillar Two. The adoption of Pillar Two has had no impact on our income tax expense for the year ended December 31, 2024 and we expect there to be a minimal impact in subsequent years.

#### **Impact of Pending Accounting Pronouncements**

See [Note 1](#), "Overview, Basis of Presentation, Significant Accounting Policies and Recently Issued Accounting Guidance," to our consolidated financial statements for a discussion of recently issued accounting guidance that we have not yet adopted.

#### **Contingencies**

A description of our contingencies is included in [Note 19 to the Consolidated Financial Statements](#) in this report, which is incorporated herein by reference.

#### **Supplemental Guarantor Financial Information**

On October 17, 2018, we completed the offering of the Senior Notes. The Senior Notes are fully and unconditionally guaranteed on an unsecured, unsubordinated, joint and several basis by our existing and future wholly owned direct and indirect domestic subsidiaries, that are each guarantors of our Revolving Credit Facility, including subsidiaries that were wholly owned at the time they provided the guarantee but thereafter became majority owned subsidiaries (collectively, the "Guarantor Subsidiaries"). The Guarantor Subsidiaries at December 31, 2024 comprise all of our consolidated domestic subsidiaries at that date. Our subsidiaries organized outside of the United States, (collectively, the "Non-Guarantor Subsidiaries") do not guarantee the Senior Notes.

The Guarantor Subsidiaries jointly and severally guarantee on an unsecured, unsubordinated basis the performance and punctual payment when due, whether at stated maturity of the Senior Notes, by acceleration or otherwise, all of our obligations under the Senior Notes and the indenture governing the Senior Notes (the "Indenture"), whether for payment of principal of, premium, if any, or interest on the Senior Notes, expenses, indemnification or otherwise (all such obligations guaranteed by the Guarantor Subsidiaries are referred to as the "Guaranteed Obligations"). The Guarantor Subsidiaries have jointly and severally agreed to pay, in addition to the obligations stated above, any and all expenses (including reasonable counsel fees and expenses) incurred by the trustee (the "Trustee") under the Indenture in enforcing any rights under their guarantees of the Guaranteed Obligations.

Each guarantee of a Guarantor Subsidiary is limited to an amount not to exceed the maximum amount that can be guaranteed by it without rendering the guarantee, as it relates to such Guarantor Subsidiary, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. Each guarantee of a Guarantor Subsidiary is a continuing guarantee and shall inure to the benefit of and be enforceable by the Trustee, the holders of the Senior Notes and their successors, transferees and assigns and, subject to the provisions described in the following sentence, remains in full force and effect until payment in full of all of the Guaranteed Obligations of such Guarantor Subsidiary and is binding upon such Guarantor Subsidiary and its successors. A guarantee of the Senior Notes by a Guarantor Subsidiary is subject to release in the following circumstances: (i) the sale, disposition, exchange or other transfer (including through merger, consolidation, amalgamation or otherwise) of the capital stock of the subsidiary made in a manner not in violation of the Indenture; (ii) the designation of the subsidiary as an "Unrestricted Subsidiary" under the Indenture; (iii) the legal defeasance or covenant defeasance of the Senior Notes in accordance with the terms of the Indenture; or (iv) the subsidiary ceasing to be our subsidiary as a result of any foreclosure of any pledge or security interest securing our Revolving Credit Facility or other exercise of remedies in respect thereof.

The following tables present summarized financial information for Enpro Inc. (the "Parent") and the Guarantor Subsidiaries on a combined basis after intercompany eliminations.

The summarized results of operations information for the year ended December 31, 2024 was as follows:

(In Millions)	Parent and Guarantor Subsidiaries
Net sales	\$ 738.2
Gross profit	\$ 270.5
Net loss	<u><u>\$ (8.9)</u></u>

The summarized balance sheet information at December 31, 2024 was as follows:

(In Millions)	Parent and Guarantor Subsidiaries
<b>ASSETS</b>	
<b>Current assets</b>	
Current assets	\$ 249.4
Non-current assets	<u><u>1,568.8</u></u>
Total assets	<u><u>\$ 1,818.2</u></u>
<b>LIABILITIES AND EQUITY</b>	
Current liabilities	\$ 145.4
Non-current liabilities	<u><u>915.2</u></u>
Total liabilities	<u><u>1,060.6</u></u>
Shareholders' equity	757.6
Total liabilities and equity	<u><u>\$ 1,818.2</u></u>

The table above reflects \$14.1 million of current intercompany receivables due to the Guarantor Subsidiaries from the Non-Guarantor Subsidiaries and \$8.1 million of current intercompany payables due to the Non-Guarantor Subsidiaries from the Guarantor Subsidiaries within current assets and liabilities held and used.

The Senior Notes are structurally subordinated to the indebtedness and other liabilities of the Non-Guarantor Subsidiaries. The Non-Guarantor Subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due pursuant to the Senior Notes or the Indenture, or to make any funds available therefor, whether by dividends, loans, distributions or other payments. Any right that the Company or the Guarantor Subsidiaries have to receive any assets of any of the Non-Guarantor Subsidiaries upon the liquidation or reorganization of any Non-Guarantor Subsidiary, and the consequent rights of holders of Senior Notes to realize proceeds from the sale of any of a Non-Guarantor Subsidiary's assets, would be effectively subordinated to the claims of such Non-Guarantor Subsidiary's creditors, including trade creditors and holders of preferred equity interests, if any, of such Non-Guarantor Subsidiary. Accordingly, in the event of a bankruptcy, liquidation or reorganization of any of the Non-Guarantor Subsidiaries, the Non-Guarantor Subsidiaries will pay the holders of their debts, holders of preferred equity interests, if any, and their trade creditors before they will be able to distribute any of their assets to the Company or any Guarantor Subsidiaries.

If a Guarantor Subsidiary were to become a debtor in a case under the U.S. Bankruptcy Code or encounter other financial difficulty, under federal or state fraudulent transfer or conveyance law, a court may avoid, subordinate or otherwise decline to enforce its guarantee of the Senior Notes. A court might do so if it is found that when such Guarantor Subsidiary entered into its guarantee of the Senior Notes, or in some states when payments became due under the Senior Notes, such Guarantor Subsidiary received less than reasonably equivalent value or fair consideration and either:

- was insolvent or rendered insolvent by reason of such incurrence;
- was left with unreasonably small or otherwise inadequate capital to conduct our business; or
- believed or reasonably should have believed that it would incur debts beyond its ability to pay.

The court might also avoid the guarantee of the Senior Notes without regard to the above factors, if the court found that the Guarantor Subsidiary entered into its guarantee with actual intent to hinder, delay or defraud our creditors.

A court would likely find that a Guarantor Subsidiary did not receive reasonably equivalent value or fair consideration for its guarantee of the Senior Notes, if such Guarantor Subsidiary did not substantially benefit directly or indirectly from the funding made available by the issuance of the Senior Notes. If a court were to avoid a guarantee of the Senior Notes provided by a Guarantor Subsidiary, holders of the Senior Notes would no longer have any claim against such Guarantor Subsidiary. The

measures of insolvency for purposes of these fraudulent transfer or conveyance laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer or conveyance has occurred, such that we cannot predict what standards a court would use to determine whether or not a Guarantor Subsidiary was solvent at the relevant time or, regardless of the standard that a court uses, that the guarantee of a Guarantor Subsidiary would not be subordinated to such Guarantor Subsidiary's other debt. As noted above, each guarantee provided by a Guarantor Subsidiary includes a provision intended to limit the Guarantor Subsidiary's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer or conveyance. This provision may not be effective to protect those guarantees from being avoided under fraudulent transfer or conveyance law, or it may reduce that Guarantor Subsidiary's obligation to an amount that effectively makes its guarantee worthless, and we cannot predict whether a court will ultimately find it to be effective.

On the basis of historical financial information, operating history and other factors, we believe that each of the Guarantor Subsidiaries, after giving effect to the issuance of its guarantee of the Senior Notes when such guarantee was issued, was not insolvent, did not have unreasonably small capital for the business in which it engaged and did not and has not incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

#### **Reconciliations of Non-GAAP Financial Measures to the Comparable GAAP Measures**

We believe that it would be helpful to the readers of the financial statements to understand the impact of certain selected items on our reported income from continuing operations attributable to Enpro Inc. and diluted earnings per share attributable to Enpro Inc. continuing operations, including items that may recur from time to time. Accordingly, we have included a discussion of adjusted income from continuing operations attributable to Enpro Inc., including on a per share basis, adjusted EBITDA and total adjusted segment EBITDA in this report, each of which is a non-GAAP financial measure. The items adjusted for in these non-GAAP financial measures are those that are excluded by management in budgeting or projecting for performance in future periods, as they typically relate to events specific to the period in which they occur. Accordingly, these are some of the factors the company uses in internal evaluations of the overall performance of its businesses. In addition, management believes these non-GAAP financial measures are commonly used financial measures for investors to evaluate the company's operating performance and, when read in conjunction with the company's consolidated financial statements, present a useful tool to evaluate the company's ongoing operations and performance from period to period. Management acknowledges that there are many items that impact a company's reported results and the adjustments reflected in these non-GAAP financial measures are not intended to present all items that may have impacted these results. In addition, these non-GAAP measures are not necessarily comparable to similarly titled measures used by other companies.

A reconciliation of (i) income from continuing operations attributable to Enpro Inc. to adjusted income from continuing operations attributable to Enpro Inc., including on a per share basis, and (ii) income from continuing operations attributable to Enpro Inc. to adjusted EBITDA for the years ended December 31, 2024, 2023 and 2022 as set forth below.

*Reconciliation of Adjusted Income from Continuing Operations Attributable to Enpro Inc .*

(In Millions Except Per Share Amounts)	Years Ended December 31,					
	2024			2023		
	\$	Average common shares outstanding, diluted	Per Share	\$	Average common shares outstanding, diluted	Per Share
Income from continuing operations attributable to Enpro Inc.	\$ 72.9	21.1	\$ 3.45	\$ 10.8	21.0	\$ 0.51
Net loss attributable to redeemable non-controlling interests	—			(3.9)		
Income tax expense	21.5			30.8		
Income from continuing operations before income taxes	94.4			37.7		
Adjustments from selling, general, and administrative:						
Acquisition and divestiture expenses	4.3			1.1		
Non-controlling interest compensation allocation	—			(0.3)		
Amortization of acquisition-related intangible assets	75.9			68.4		
Adjustments from other operating expense and cost of sales:						
Amortization of the fair value adjustment to acquisition inventory	1.7			—		
Restructuring and impairment costs	6.2			5.0		
Adjustments from other non-operating expense						
Asbestos receivable adjustment	(0.6)			—		
Environmental reserve adjustments	5.7			2.9		
Costs associated with previously disposed businesses	1.4			1.7		
Pension expense (non-service cost)	0.1			1.5		
Goodwill impairment	—			56.5		
Foreign exchange losses related to the divestiture of a discontinued operation <sup>2</sup>	1.8			2.2		
Long-term promissory note reserve <sup>3</sup>	4.5			—		
Other adjustments						
Other	0.5			0.8		
Adjusted income from continuing operations before income taxes	195.9			177.5		
Adjusted tax expense	(49.0)			(44.4)		
Income from redeemable non-controlling interest, net of taxes	—			3.9		
Adjusted income from continuing operations attributable to Enpro Inc.	\$ 146.9	21.1	\$ 6.96	\$ 137.0	21.0	\$ 6.54

	Year Ended December 31,		
	2022		
(In Millions Except Per Share Amounts)	\$	Average common shares outstanding, diluted	Per Share
Income from continuing operations attributable to Enpro Inc.	\$ 6.7	20.9	\$ 0.32
Net income attributable to redeemable non-controlling interests	(2.8)		
Income tax expense	24.4		
Income from continuing operations before income taxes	28.3		
Adjustments from selling, general, and administrative:			
Acquisition and divestiture expenses	1.2		
Non-controlling interest compensation allocation	(0.7)		
Amortization of acquisition-related intangible assets	74.8		
Adjustments from other operating expense and cost of sales:			
Amortization of the fair value adjustment to acquisition inventory	13.1		
Restructuring and impairment costs	2.9		
Adjustments from other non-operating expense			
Asbestos receivable adjustment	2.8		
Environmental reserve adjustments	5.1		
Costs associated with previously disposed businesses	0.3		
Net loss on sale of businesses	0.6		
Pension income (non-service cost)	(3.6)		
Tax indemnification asset <sup>1</sup>	0.9		
Goodwill impairment	60.6		
Foreign exchange losses related to the divestiture of a discontinued operation <sup>2</sup>	3.8		
Other adjustments			
Other	0.2		
Adjusted income from continuing operations before income taxes	190.3		
Adjusted tax expense	(51.3)		
Income from redeemable non-controlling interest, net of taxes	2.8		
Adjusted income from continuing operations attributable to Enpro Inc.	\$ 141.8	20.9	6.79
			4

Adjustments in the tables above only reflect amounts attributable to Enpro Inc.

<sup>1</sup>In connection with the acquisition of Aseptic in 2019, we recognized a liability for uncertain tax positions and a related indemnification asset for the portion of that liability recoverable from the seller. We determined the statute of limitations expired on some of the uncertain tax positions in 2022 and, accordingly, removed a portion of the liability and receivable. The release of the related liability was recorded as part of our tax expense for the year ended December 31, 2022 and the reversal of the related receivable was recorded as an expense in other non-operating income (expense) on our consolidated statement of operations.

<sup>2</sup>In connection with the sale of GGB, accounted for as a discontinued operation, in the fourth quarter of 2022, we issued an intercompany note between a domestic and foreign entity that is denominated in a foreign currency. As a result of this note, we have recorded losses due to the changes in the foreign exchange rate. The outstanding note is hedged in order to minimize related gains or losses.

<sup>3</sup>We received a long-term promissory note in connection to the sale of a divested business. As part of our regular review of the note, in the first quarter of 2024 we concluded a reserve was needed for expected future credit losses. We will continue to monitor the note regularly and make adjustments to the reserve as needed based on known facts and circumstances.

<sup>4</sup>Adjusted diluted earnings per share.

The adjusted income tax expense presented above is calculated using a normalized company-wide effective tax rate excluding discrete items of 25.0% for 2024 and 2023, and 27.0% for 2022. Per share amounts were calculated by dividing by the weighted-average shares of diluted common stock outstanding during the periods.

*Reconciliation of Income from Continuing Operations Attributable to Enpro Inc. to Adjusted EBITDA*

(In Millions)	Years Ended December 31,		
	2024	2023	2022
Income from continuing operations attributable to Enpro Inc.	\$ 72.9	\$ 10.8	\$ 6.7
Net loss attributable to redeemable non-controlling interests	—	(3.9)	(2.8)
Income from continuing operations	72.9	6.9	3.9
Adjustments to arrive at earnings before interest, income taxes, depreciation, amortization, and other selected items (" Adjusted EBITDA"):			
Interest expense, net	34.5	30.1	33.9
Income tax expense	21.5	30.8	24.4
Depreciation and amortization expense	100.3	94.5	103.1
Restructuring and impairment expense	6.2	5.0	2.9
Environmental reserve adjustments	5.7	2.9	5.1
Costs associated with previously disposed businesses	1.4	1.7	0.3
Net loss on sale of businesses	—	—	0.6
Acquisition and divestiture expense	4.3	1.1	1.2
Pension expense (income) (non-service cost)	0.1	1.5	(3.6)
Non-controlling interest compensation allocations	—	(0.3)	(0.6)
Asbestos receivable adjustment	(0.6)	—	2.8
Amortization of the fair value adjustment to acquisition date inventory	1.7	—	13.3
Tax indemnification asset <sup>1</sup>	—	—	0.9
Goodwill impairment	—	60.8	65.2
Foreign exchange losses related to the divestiture of a discontinued operation <sup>2</sup>	1.8	2.2	3.8
Long-term promissory note reserve <sup>3</sup>	4.5	—	—
Other	0.5	0.8	0.2
Adjusted EBITDA	\$ 254.8	\$ 238.0	\$ 257.4

<sup>1</sup>In connection with the acquisition of Aseptic in 2019, we recognized a liability for uncertain tax positions and a related indemnification asset for the portion of that liability recoverable from the seller. We determined the statute of limitations expired on some of the uncertain tax positions in 2022 and, accordingly, removed a portion of the liability and receivable. The release of the related liability was recorded as part of our tax expense for the year ended December 31, 2022 and the reversal of the related receivable was recorded as an expense in other non-operating income (expense) on our consolidated statement of operations.

<sup>2</sup>In connection with the sale of GGB, accounted for as a discontinued operation, in the fourth quarter of 2022, we issued an intercompany note between a domestic and foreign entity that is denominated in a foreign currency. As a result of this note, we have recorded losses due to the changes in the foreign exchange rate. The outstanding note is hedged in order to minimize related gains or losses.

<sup>3</sup>We received a long-term promissory note in connection to the sale of a divested business. As part of our regular review of the note, in the first quarter of 2024 we concluded a reserve was needed for expected future credit losses. We will continue to monitor the note regularly and make adjustments to the reserve as needed based on known facts and circumstances.

Adjusted EBITDA as presented in the table above also represents the amount defined as "EBITDA" under the indenture governing the Senior Notes.

*Reconciliation of Income from Continuing Operations Attributable to Enpro Inc. to Total Adjusted Segment EBITDA*

The reconciliation of income from continuing operations attributable to Enpro Inc. to total adjusted segment EBITDA for the years ended December 31, 2024, 2023, and 2022 is included in "[—Results of Operations](#)."

**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are exposed to certain market risks as part of our ongoing business operations, including risks from changes in foreign currency exchange rates and interest rates that could affect our financial condition, results of operations and cash flows. We manage our exposure to these and other market risks through normal operating and financing activities and through the use of derivative financial instruments. We intend to use derivative financial instruments as risk management tools and not for speculative investment purposes.

**Interest Rate Risk**

We are exposed to interest rate risk as a result of our outstanding debt obligations. The table below provides information about the maturities of our fixed rate debt obligations as of December 31, 2024. The table represents principal cash flows (in millions) and related weighted average interest rates by the contractual maturity dates.

	2025	2026	2027	2028	Thereafter	Total	Fair Value
Fixed rate debt	\$ 0.3	\$ 350.2	\$ 0.2	\$ 0.2	\$ —	\$ 350.9	\$ 350.3
Average interest rate	4.2 %	5.8 %	4.6 %	4.5 %	N/A	5.8 %	

The table above excludes unamortized debt discount of \$1.4 million at December 31, 2024.

Additionally, we had \$291.4 million outstanding on the Amended Credit Agreement as of December 31, 2024, which has a variable interest rate that adjusts at least quarterly. A change in interest rates on variable-rate debt affects the interest expense incurred and cash flows, but does not affect the net balance sheet liability of the financial instrument.

**Foreign Currency Risk**

We are exposed to foreign currency risks arising from normal business operations. These risks include the translation of local currency balances of our foreign subsidiaries, intercompany loans with foreign subsidiaries and transactions denominated in foreign currencies. Our objective is to control our exposure to these risks and limit the volatility in our reported earnings due to foreign currency fluctuations through our normal operating activities and, where appropriate, through foreign currency forward contracts and option contracts. In December 2022, we entered into a forward contract to hedge a 95 million Euro exposure of an intercompany note agreement related to the proceeds from the GGB sale allocated to foreign subsidiaries. We expect this position to be resolved in 2025. The notional amount of foreign exchange contracts hedging foreign currency transactions was \$103.7 million and \$110.5 million as of December 31, 2024 and 2023, respectively. All foreign exchange contracts outstanding at December 31, 2024 expired in January 2025.

**Commodity Risk**

We source a wide variety of materials and components from a network of global suppliers. While such materials are typically available from numerous suppliers, commodity raw materials such as steel, engineered plastics, copper and polymers, are subject to price fluctuations, which could have a negative impact on our results. We strive to pass along such commodity price increases to customers to avoid profit margin erosion and utilize lean initiatives to further mitigate the impact of commodity raw material price fluctuations as we achieve improved efficiencies. We do not hedge commodity risk with any market risk sensitive instruments.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA****ENPRO INC.**  
Index to Consolidated Financial Statements

	<b>Page</b>
<a href="#">Report of Independent Registered Public Accounting Firm (PCAOB ID 238 )</a>	<a href="#">50</a>
<a href="#">Consolidated Statements of Operations for the years ended December 31, 2024, 2023 and 2022</a>	<a href="#">53</a>
<a href="#">Consolidated Statements of Comprehensive Income for the years ended December 31, 2024, 2023 and 2022</a>	<a href="#">54</a>
<a href="#">Consolidated Statements of Cash Flows for the years ended December 31, 2024, 2023 and 2022</a>	<a href="#">55</a>
<a href="#">Consolidated Balance Sheets as of December 31, 2024 and 2023</a>	<a href="#">57</a>
<a href="#">Consolidated Statements of Changes in Shareholders' Equity for the years ended December 31, 2024, 2023 and 2022</a>	<a href="#">58</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">59</a>
<a href="#">Schedule II – Valuation and Qualifying Accounts for the years ended December 31, 2024, 2023 and 2022</a>	<a href="#">96</a>

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

Not applicable.

**ITEM 9A. CONTROLS AND PROCEDURES*****Disclosure Controls and Procedures***

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act")). The purpose of our disclosure controls and procedures is to provide reasonable assurance that information required to be disclosed in our reports filed under the Exchange Act, including this report, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

Based on the controls evaluation, our chief executive officer and chief financial officer have concluded that our disclosure controls and procedures were effective as of December 31, 2024 to provide reasonable assurance that information required to be disclosed in our reports filed under the Exchange Act is recorded, processed, summarized and reported within the time periods specified, and that such information is accumulated and communicated to management, including its chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

***Management's Report on Internal Control over Financial Reporting***

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Exchange Act. Our internal control over financial reporting is a process designed 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.

We carried out an evaluation, under the supervision and with the participation of our chief executive officer and our chief financial officer, of the effectiveness of our internal control over financial reporting as of the end of the period covered by this report. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in the *Internal Control-Integrated Framework* (2013). Based on our assessment, we have concluded, as of December 31, 2024, our internal control over financial reporting was effective based on those criteria.

This assessment did not include the acquisition of AMI because it was acquired in a purchase business combination in 2024. AMI's assets and total revenues of AMI, a wholly-owned subsidiary, represented approximately 0.3% and 3.1% of our total assets and revenue, respectively, of the consolidated financial statement amounts as of and for the year ended December 31, 2024.

The effectiveness of our internal control over financial reporting as of December 31, 2024, has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears in this Annual Report on Form 10-K.

Management does not expect our disclosure controls and procedures or internal controls to prevent all errors and all fraud. A control system, no matter how well conceived or operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance all control issues and instances of fraud, if any, within the company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies and procedures may deteriorate.

***Changes in Internal Control Over Financial Reporting***

There were no changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended December 31, 2024 that materially affected, or that are reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

During the three months ended December 31, 2024, none of the Company's directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted or terminated a "Rule 10b5-1 trading arrangement" or adopted or terminated a "non-Rule 10b5-1 trading arrangement" (as such terms are defined in Item 408 of Regulation S-K).

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

### PART III

#### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information concerning our directors and officers appearing under the captions "Election of directors," "Corporate governance policies and practices," and information under the caption "Beneficial ownership of our common stock; – Section 16(a) reports" in our definitive proxy statement for the 2025 annual meeting of shareholders is incorporated herein by reference.

We have adopted a written code of business conduct (the "Code") that applies to all of our directors, officers and employees, including our principal executive officer, principal financial officer and principal accounting officer. The Code is available on our Internet site at [www.enpro.com](http://www.enpro.com). We intend to disclose on our Internet site any substantive changes to the Code and any waivers granted under the Code to the specified officers.

The Company has an insider trading policy governing the purchase, sale and other dispositions of the Company's securities that applies to all Company personnel, including directors, officers, employees, and other covered persons. The Company also follows procedures for the repurchase of its securities. The Company believes that its insider trading policy and repurchase procedures are reasonably designed to promote compliance with insider trading laws, rules and regulations, and listing standards applicable to the Company. A copy of the Company's insider trading policy is filed as Exhibit 19 to this Form 10-K.

#### ITEM 11. EXECUTIVE COMPENSATION

The information set forth under the captions "Compensation and Human Resources Committee report on executive compensation," "Compensation discussion and analysis" and "Executive compensation" (other than the information appearing under the heading "Payment versus performance") in our definitive proxy statement for the 2025 annual meeting of shareholders, including information with respect to erroneously awarded compensation required to be recovered, if any, under our Dodd-Frank Clawback Policy, is incorporated herein by reference.

#### ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Security ownership data appearing under the caption "Beneficial ownership of our common stock" in our definitive proxy statement for the 2025 annual meeting of shareholders is incorporated herein by reference.

The table below contains information as of December 31, 2024, with respect to our compensation plans and arrangements (other than our tax-qualified plans) under which we have options, warrants or rights to receive equity securities authorized for issuance.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
	(a)	(b)	(c)
Equity compensation plans approved by security holders	410,802 <sup>(1)</sup>	\$114.11 <sup>(2)</sup>	728,600
Equity compensation plans not approved by security holders	—	—	—
<b>Total</b>	<b>410,802<sup>(1)</sup></b>	<b>\$114.11<sup>(2)</sup></b>	<b>728,600</b>

(1) Includes shares issuable under restricted share unit awards and under performance share awards granted under our shareholder-approved equity compensation plans. This amount includes shares payable at the maximum level for performance share awards for the 2023 – 2025 and 2024 – 2026 performance cycles. Performance share awards for 2022 – 2024 are settled in cash and 2023 – 2025 and 2024 – 2026 performance cycles are settled in shares.

(2) The weighted average exercise price does not take into account awards of phantom shares or restricted share units. Information with respect to these awards is incorporated by reference to the information appearing under the captions "Corporate governance policies and practices — Director compensation," "Compensation discussion and analysis — 2024 executive compensation decisions in detail — Long-term compensation and "Executive compensation — Grants

of plan based awards — Restricted stock unit awards" in our definitive proxy statement for the 2025 annual meeting of shareholders.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

Information concerning the independence of our directors is set forth under the caption, "Corporate governance policies and practices – Director independence" in our definitive proxy statement for the 2025 annual meeting of shareholders and is incorporated herein by reference.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

Information appearing under the caption "Independent registered public accounting firm" in our definitive proxy statement for the 2025 annual meeting of shareholders is incorporated herein by reference.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) The following documents are filed as part of this report:

1. Financial Statements

The financial statements filed as part of this report are listed in Part II, Item 8 of this report on the Index to Consolidated Financial Statements.

2. Financial Statement Schedule

Schedule II – Valuation and Qualifying Accounts for the years ended December 31, 2024, 2023 and 2022 appears on page 96.

Other schedules are omitted because of the absence of conditions under which they are required or because the required information is provided in the Consolidated Financial Statements or notes thereto.

3. Exhibits

The exhibits to this report on Form 10-K are listed in the Exhibit Index appearing on pages 45 to 48.

**ITEM 16. FORM 10-K SUMMARY**

None

## EXHIBIT INDEX

2.1 [Securities Purchase Agreement dated as of July 19, 2019 between the Company, the Sellers listed therein, Shareholder Representative Services LLC, and the Optionholder listed therein relating to the purchase and sale of 100% of the interests of LeanTeq Co., LTD and LeanTeq LLC \(incorporated by reference to Exhibit 2.1 to the Form 8-K filed on July 22, 2019 by the Company \(File No. 001-31225\)\)](#)

2.2 [Membership Interest Purchase Agreement dated as of December 12, 2019 among EnPro Holdings, Inc., Fairbanks Morse, LLC and Arcline FM Holdings, LLC \(incorporated by reference to Exhibit 2.1 to the Form 8-K filed on December 13, 2019 by the Company \(File No. 001-31225\)\)](#)

2.3 [Merger Agreement dated as of September 25, 2020 among the Company, Vision Investment, LLC, Vision Investment Merger Sub, Inc., Alluxa, Inc., Michael Scobey, as representative of the equityholders of Alluxa, Inc. and certain specified shareholders of Alluxa, Inc. \(incorporated by reference to Exhibit 2.1 to the Form 8-K filed on September 28, 2020 by the Company \(File No. 001-31225\)\)](#)

2.4 [Purchase and Sale Agreement dated as of November 4, 2021 among TCFII NxEdge Holdings, LLC, TCFII NxEdge LLC and EnPro Holdings, Inc. \(incorporated by reference to Exhibit 10.1 to the Current Report on Form 8 K filed by the Company on November 5, 2021 \(File No. 001-31225\)\)](#)

2.5 [Equity and Asset Purchase Agreement dated as of October 12, 2021 among EnPro Holdings, Inc., Compressor Products Holdings Limited \(UK\), EnPro Hong Kong Holdings Company Limited, Garlock GmbH, Coltec Industries France SAS, Compressor Products International Canada, Inc., Garlock of Canada Ltd., Granite US Holdings Corporation and Granite Holdings II B.V. \(incorporated by reference to Exhibit 10.1 to the Current Report on Form 8 K filed by the Company on October 12, 2021 \(File No. 001-31225\)\)](#)

2.6 [Put Option Agreement dated as of October 12, 2021 between EnPro Holdings, Inc., Coltec Industries France SAS and Granite US Holdings Corporation \(incorporated by reference to Exhibit 10.2 to the Current Report on Form 8 K filed by the Company on October 12, 2021 \(File No. 001-31225\)\)](#)

2.7 [Equity Purchase Agreement dated as of September 5, 2022 between EnPro Holdings, Inc. EnPro Luxembourg Holding Company S.A.R.L., EnPro German Holding GmbH, Coltec Industries Pacific PTE. LTD. and Garlock GmbH and The Timken Company, Groeneveld-Beka GmbH, Groeneveld-Beka France S.a.r.l and Timken Europe B.V. \(incorporated by reference to Exhibit 10.1 to the Current Report on Form 8 K filed by the Company on September 6, 2022 \(File No. 001-31225\)\)](#)

2.8 [Put Option Agreement dated as of September 5, 2022 between EnPro Holdings, Inc., EnPro Luxembourg Holding Company S.a.r.l., The Timken Company and Groeneveld-Beka France S.a.r.l. \(incorporated by reference to Exhibit 10.2 to the Current Report on Form 8 K filed by the Company on September 6, 2022 \(File No. 001-31225\)\)](#)

2.9+ [Stock Purchase Agreement dated as of December 22, 2023 among AMI Holdco, Inc., EnPro Holdings, Inc., the Sellers party thereto and McNally Capital - AMI SPV, LLC, as Sellers' Representative \(incorporated by reference to Exhibit 2.9 to the Form 10-K for the year ended December 31, 2023 filed by the Company \(File No. 001-31225\)\)](#)

3.1 [Restated Articles of Incorporation, as amended \(incorporated by reference to Exhibit 3.1 to the Form 10-K for the year ended December 31, 2023 filed by the Company \(File No. 001-31225\)\)](#)

3.2 [Amended and Restated Bylaws \(incorporated by reference to Exhibit 3.2 to the Form 8-K filed on December 4, 2023 by the Company \(File No. 001-31225\)\)](#)

4.1 [Form of certificate representing shares of common stock, par value \\$0.01 per share of the Company \(incorporated by reference to Exhibit 4.1 to the Form 10-K for the year ended December 31, 2023 filed by the Company \(File No. 001-31225\)\)](#)

4.2 [Indenture dated as of October 17, 2018 among the Company, the Guarantors party thereto and U.S. Bank National Association, as trustee \(incorporated by reference to Exhibit 4.1 to the Form 8-K filed on October 17, 2018 by the Company \(File No. 001-31225\)\)](#)

4.3 [Description of Capital Stock \(incorporated by reference to Exhibit 4.3 to the Form 10-K for the year ended December 31, 2023 filed by the Company \(File No. 001-31225\)\)](#)

10.1 [Third Amended and Restated Credit Agreement dated as of December 17, 2021 among the Company and EnPro Holdings, Inc., as borrowers, certain foreign subsidiaries of the Company from time to time party thereto, as designated borrowers, the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer \(incorporated by reference to Exhibit 10.1 to the Form 8-K filed on December 17, 2021 by the Company \(File No. 001-31225\)\)](#)

10.2	<a href="#">First Amendment to Third Amended and Restated Credit Agreement dated as of November 8, 2022 among the Company, EnPro Holdings, Inc., the Guarantors party hereto, the Lenders party hereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (incorporated by reference to Exhibit 10.2 to the Form 10-K for the year ended December 31, 2022 filed by the Company (File No. 001-31225))</a>
10.3	<a href="#">Form of Indemnification Agreement for directors and officers (incorporated by reference to Exhibit 10.5 to Amendment No. 3 of the Registration Statement on Form 10 of the Company (File No. 001-31225))</a>
10.4+	<a href="#">2020 Equity Compensation Plan (incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A filed by the Company on March 26, 2020 (File No. 001-31225))</a>
10.5+	<a href="#">Amended and Restated 2002 Equity Compensation Plan (2016 Amendment and Restatement) (incorporated by reference to Annex A to the Proxy Statement on Schedule 14A filed by the Company on March 31, 2016 (File No. 001-31225))</a>
10.6+	<a href="#">Senior Executive Annual Performance Plan (2012 Amendment and Restatement) (incorporated by reference to Appendix A to the Proxy Statement on Schedule 14A dated March 23, 2017 filed by the Company (File No. 001-31225))</a>
10.7+	<a href="#">Long-Term Incentive Plan (2016 Amendment and Restatement) (incorporated by reference to Appendix B to the Proxy Statement on Schedule 14A dated March 23, 2017 filed by the Company (File No. 001-31225))</a>
10.8+	<a href="#">Management Stock Purchase Deferral Plan (2019 Amendment and Restatement) incorporated by reference to Exhibit 10.2 to the Form 10-Q for the period ended March 31, 2019 filed by the Company (File No. 001-31225)</a>
10.9+	<a href="#">Form of Phantom Shares Award Grant for Outside Directors (2020 Equity Compensation Plan) (incorporated by reference to Exhibit 10.10 to the Form 10-K for the year ended December 31, 2020 filed by the Company (File No. 001-31225))</a>
10.10+	<a href="#">Form of Restricted Share Units Award Agreement (2020 Equity Compensation Plan) (incorporated by reference to Exhibit 10.11 to the Form 10-K for the year ended December 31, 2020 filed by the Company (File No. 001-31225))</a>
10.11+	<a href="#">Form of Restricted Share Units Award Agreement (2020 Equity Compensation Plan) (Revised 2023) (incorporated by reference to Exhibit 10.11 to the Form 10-K for the year ended December 31, 2022 filed by the Company (File No. 001-31225))</a>
10.12+	<a href="#">Form of Performance Share Units Agreement (2020 Equity Compensation Plan) (incorporated by reference to Exhibit 10.12 to the Form 10-K for the year ended December 31, 2020 filed by the Company (File No. 001-31225))</a>
10.13+	<a href="#">Form of Long-Term Incentive Plan Award Agreement (Performance Share Award—Stock Settled) (2020 Equity Compensation Plan) (Revised 2023, as corrected) (incorporated by reference to Exhibit 10.13 to the Form 10-K for the year ended December 31, 2020 filed by the Company (File No. 001-31225))</a>
10.14+	<a href="#">Form of Notice of Grant of Stock Options and Stock Option Agreement (2020 Equity Compensation Plan) (incorporated by reference to Exhibit 10.13 to the Form 10-K for the year ended December 31, 2020 filed by the Company (File No. 001-31225))</a>
10.15+	<a href="#">Form of Restricted Share Units Award Agreement (2020 Equity Compensation Plan) (Revised 2024) (incorporated by reference to Exhibit 10.15 to the Form 10-K for the year ended December 31, 2020 filed by the Company (File No. 001-31225))</a>
10.16+	<a href="#">Form of Notice of Grant of Stock Options and Stock Option Agreement (2020 Equity Compensation Plan) (Incentive Stock Option) (Revised 2024) (incorporated by reference to Exhibit 10.16 to the Form 10-K for the year ended December 31, 2020 filed by the Company (File No. 001-31225))</a>
10.17+	<a href="#">Form of Notice of Grant of Stock Options and Stock Option Agreement (2020 Equity Compensation Plan) (Nonqualified Stock Option) (Revised 2024) (incorporated by reference to Exhibit 10.17 to the Form 10-K for the year ended December 31, 2020 filed by the Company (File No. 001-31225))</a>
10.18+	<a href="#">Form of Performance Share Award Agreement (Stock Settled) (2020 Equity Compensation Plan) (Revised 2024) (incorporated by reference to Exhibit 10.18 to the Form 10-K for the year ended December 31, 2020 filed by the Company (File No. 001-31225))</a>

10.19+	<a href="#">Form of Phantom Shares Award Grant for Outside Directors (2002 Equity Compensation Plan) (incorporated by reference to Exhibit 10.7 to the Form 10-K for the year ended December 31, 2012 filed by the Company (File No. 001-31225))</a>
10.20+	<a href="#">Form Restricted Share Units Award Agreement (2002 Equity Compensation Plan) (incorporated by reference to Exhibit No. 10.10 to the Form 10-K for the year ended December 31, 2015 filed by the Company (File No. 001-31225))</a>
10.21+	<a href="#">Defined Benefit Restoration Plan (amended and restated effective as of January 1, 2007) (incorporated by reference to Exhibit 10.25 to the Form 10-K for the year ended December 31, 2006 filed by the Company (File No. 001-31225))</a>
10.22+	<a href="#">Deferred Compensation Plan (as amended and restated effective January 1, 2010) (incorporated by reference to Exhibit 10.16 to the Form 10-K for the year ended December 31, 2013 filed by the Company (File No. 001-31225))</a>
10.23+	<a href="#">Amendment dated December 12, 2014 to Deferred Compensation Plan (as amended and restated effective January 1, 2010) (incorporated by reference to Exhibit 10.17 to the Form 10-K for the year ended December 31, 2014 filed by the Company (File No. 001-31225))</a>
10.24+	<a href="#">Deferred Compensation Plan for Non-Employee Directors (as amended and restated effective January 1, 2016) (incorporated by reference to Exhibit 10.19 to the Form 10-K for the year ended December 31, 2015 filed by the Company (File No. 001-31225))</a>
10.25+	<a href="#">Outside Directors' Phantom Share Plan (incorporated by reference to Exhibit 10.14 to the Form 10-K for the year ended December 31, 2002 filed by the Company (File No. 001-31225))</a>
10.26*	<a href="#">Form of Management Continuity Agreement replacing Management Continuity Agreements in force in 2024</a>
10.27+*	<a href="#">Form of Management Continuity Agreement to be entered into after 2024</a>
10.28	<a href="#">Senior Officer Severance Plan (effective as of June 5, 2017) (incorporated by reference to Exhibit 10.31 to the Form 10-K for the year ended December 31, 2017 filed by the Company (File No. 001-31225))</a>
19*	<a href="#">Insider Trading Policy</a>

21*	<a href="#">List of Subsidiaries</a>
22.1*	<a href="#">List of Guarantor Subsidiaries</a>
23.1*	<a href="#">Consent of PricewaterhouseCoopers LLP</a>
24.1*	<a href="#">Power of Attorney from William Abbey</a>
24.2*	<a href="#">Power of Attorney from Allison K. Aden</a>
24.3*	<a href="#">Power of Attorney from Thomas M. Botts</a>
24.4*	<a href="#">Power of Attorney from Felix M. Brueck</a>
24.5*	<a href="#">Power of Attorney from Adele M. Gulfo</a>
24.6*	<a href="#">Power of Attorney from Ronald C. Keating</a>
24.7*	<a href="#">Power of Attorney from David L. Hauser</a>
24.8*	<a href="#">Power of Attorney from John Humphrey</a>
24.9*	<a href="#">Power of Attorney from Judith A. Reinsdorf</a>
31.1*	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a – 14(a)/15d – 14(a)</a>
31.2*	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a – 14(a)/15d – 14(a)</a>
32*	<a href="#">Certification pursuant to Section 1350</a>
97	<a href="#">Dodd-Frank Clawback Policy (incorporated by reference to Exhibit 97 to the Form 10-K for the year ended December 31, 2023 filed by the Company (File No. 001-31225))</a>
101.INS*	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definitions Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in the Interactive Data Files submitted as Exhibits 101.*)

\* Items marked with an asterisk are filed herewith.

+ Management contract or compensatory plan required to be filed under Item 15(c) of this report and Item 601 of Regulation S-K of the Securities and Exchange Commission.

## 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, in the City of Charlotte, North Carolina on the 21st day of February, 2025.

### ENPRO INC.

By: /s/ Robert S. McLean  
Robert S. McLean  
Executive Vice President, Chief Administrative Officer and General Counsel

By: /s/ Steven R. Bower  
Steven R. Bower  
Senior Vice President, Controller and Chief Accounting Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons, or in their behalf by their duly appointed attorney-in-fact, on behalf of the registrant in the capacities and on the date indicated.

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Eric A. Vaillancourt</u> Eric A. Vaillancourt	President and Chief Executive Officer (Principal Executive Officer) and Director	February 21, 2025
<u>/s/ Joseph F. Bruderek</u> Joseph F. Bruderek	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 21, 2025
<u>/s/ Steven R. Bower</u> Steven R. Bower	Senior Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	February 21, 2025
<u>/s/ David L. Hauser</u> David L. Hauser*	Chairman of the Board and Director	February 21, 2025
<u>/s/ William Abbey</u> William Abbey*	Director	February 21, 2025
<u>/s/ Allison K. Aden</u> Allison K. Aden*	Director	February 21, 2025
<u>/s/ Thomas M. Botts</u> Thomas M. Botts*	Director	February 21, 2025
<u>/s/ Felix M. Brueck</u> Felix M. Brueck*	Director	February 21, 2025
<u>/s/ Adele M. Gulfo</u> Adele M. Gulfo*	Director	February 21, 2025
<u>/s/ Ronald C. Keating</u> Ronald C. Keating*	Director	February 21, 2025
<u>/s/ John Humphrey</u> John Humphrey*	Director	February 21, 2025
<u>/s/ Judith A. Reinsdorf</u> Judith A. Reinsdorf*	Director	February 21, 2025

\* By: /s/ Robert S. McLean  
Robert S. McLean, Attorney-in-Fact

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Enpro Inc.

### ***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of Enpro Inc. and its subsidiaries (the "Company") as of December 31, 2024 and 2023, and the related consolidated statements of operations, of comprehensive income, of changes in shareholders' equity and of cash flows for each of the three years in the period ended December 31, 2024, including the related notes and financial statement schedule listed in the index appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO.

### ***Basis for Opinions***

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control over Financial Reporting, management has excluded Advanced Micro Instruments, Inc. ("AMI") from its assessment of internal control over financial reporting as of December 31, 2024 because it was acquired by the Company in a purchase business combination during 2024. We have also excluded Advanced Micro Instruments, Inc. from our audit of internal control over financial reporting. Advanced Micro Instruments, Inc. is a wholly-owned subsidiary whose total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting represent 0.3% and 3.1%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2024.

### ***Definition and Limitations of Internal Control over Financial Reporting***

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the

company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

#### **Critical Audit Matters**

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

#### *Annual Goodwill Impairment Test – Semiconductor Reporting Unit*

As described in Notes 1 and 8 to the consolidated financial statements, the Company's consolidated goodwill balance was \$896.2 million as of December 31, 2024, and the goodwill associated with the Semiconductor reporting unit was \$532.2 million. Goodwill is not amortized, but instead is subject to impairment testing that is conducted at least annually each calendar year in the fourth quarter. Interim tests during the year may be required if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. The goodwill asset impairment test involves comparing the fair value of a reporting unit to its carrying amount. An impairment charge is recognized when the carrying amount exceeds the reporting unit's fair value. The loss recognized would not exceed the total amount of goodwill allocated to the reporting unit. The annual impairment test of goodwill for the Semiconductor reporting unit indicated there was no impairment of goodwill. To estimate the fair value of the reporting unit, management uses both a discounted cash flow and a market valuation approach. The key assumptions used for the discounted cash flow and market valuation approaches include projected revenues and profit margins, projected capital expenditures, changes in working capital, discount rates, tax rates, and market multiples of similar companies.

The principal considerations for our determination that performing procedures relating to the annual goodwill impairment test of the Semiconductor reporting unit is a critical audit matter are (i) the significant judgment by management when developing the fair value estimate of the Semiconductor reporting unit; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to projected revenues and profit margins, and the discount rate; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's annual goodwill impairment test, including controls over the valuation of the Semiconductor reporting unit. These procedures also included, among others (i) testing management's process for developing the fair value estimate of the Semiconductor reporting unit; (ii) evaluating the appropriateness of the discounted cash flow approach used by management; (iii) testing the completeness and accuracy of the underlying data used in the discounted cash flow approach; and (iv) evaluating the reasonableness of the significant assumptions used by management related to projected revenues and profit margins, and the discount rate. Evaluating management's assumptions related to projected revenues and profit margins involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the Semiconductor reporting unit; (ii) the consistency with external market and industry data; and (iii) whether the assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating (i) the appropriateness of the discounted cash flow approach and (ii) the reasonableness of the discount rate assumption.

#### *Acquisition of AMI – Valuation of Existing Technology and In-Process Research and Development*

As described in Notes 1 and 2 to the consolidated financial statements, on January 29, 2024, the Company acquired all of the equity securities of AMI for \$209.4 million, net of cash acquired. Of the identifiable intangible assets acquired, \$106.0 million of existing technology and \$14.0 million of in-process research and development were recorded. Management uses the income approach to determine the fair value of intangible assets, including the multi-period excess earnings method. The key assumptions used in valuing the assets include projected revenues and profit margins, obsolescence factors, contributory asset charges, tax rates, discount rates, and long-term growth rates.

The principal considerations for our determination that performing procedures relating to the valuation of existing technology and in-process research and development acquired in the acquisition of AMI is a critical audit matter are (i) the significant judgment by management when developing the fair value estimate of the existing technology and in-process research and

development acquired; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to (a) projected revenues and profit margins, the obsolescence factor, the discount rate, and the long-term growth rate for existing technology and (b) projected revenues and profit margins, and the obsolescence factor for in-process research and development; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the acquisition accounting, including controls over the valuation of the existing technology and in-process research and development acquired. These procedures also included, among others (i) reading the purchase agreement; (ii) testing management's process for developing the fair value estimate of the existing technology and in-process research and development acquired; (iii) evaluating the appropriateness of the multi-period excess earnings method used by management; (iv) testing the completeness and accuracy of the underlying data used in the multi-period excess earnings method; and (v) evaluating the reasonableness of the significant assumptions used by management related to (a) projected revenues and profit margins, the obsolescence factor, the discount rate, and the long-term growth rate for existing technology and (b) projected revenues and profit margins, and the obsolescence factor for in-process research and development. Evaluating management's assumptions related to (a) projected revenues and profit margins, and the long-term growth rate for existing technology and (b) the projected revenues and profit margins for in-process research and development involved considering (i) the current and past performance of the AMI business; (ii) the consistency with external market and industry data; and (iii) whether the assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating (i) the appropriateness of the multi-period excess earnings method; (ii) the reasonableness of the discount rate assumption for existing technology; and (iii) the reasonableness of the obsolescence factor assumption for existing technology and in-process research and development.

/s/ PricewaterhouseCoopers LLP  
Charlotte, North Carolina  
February 21, 2025  
We have served as the Company's auditor since 2004.

**FINANCIAL INFORMATION**  
**ENPRO INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**Years Ended December 31, 2024, 2023 and 2022**  
(in millions, except per share data)

	<b>2024</b>	<b>2023</b>	<b>2022</b>
Net sales	\$ 1,048.7	\$ 1,059.3	\$ 1,099.2
Cost of sales	603.9	632.5	675.9
Gross profit	<u>444.8</u>	<u>426.8</u>	<u>423.3</u>
Operating expenses:			
Selling, general and administrative	296.3	284.2	282.8
Goodwill impairment	—	60.8	65.2
Other	6.2	5.0	3.1
Total operating expenses	<u>302.5</u>	<u>350.0</u>	<u>351.1</u>
Operating income	142.3	76.8	72.2
Interest expense	( 40.9 )	( 45.0 )	( 35.6 )
Interest income	6.4	14.9	1.7
Other expense	( 13.4 )	( 9.0 )	( 10.0 )
Income from continuing operations before income taxes	94.4	37.7	28.3
Income tax expense	( 21.5 )	( 30.8 )	( 24.4 )
Income from continuing operations	72.9	6.9	3.9
Income from discontinued operations, including gain on sale, net of taxes	—	11.4	198.4
Net income	72.9	18.3	202.3
Less: net loss attributable to redeemable non-controlling interests	—	( 3.9 )	( 2.8 )
Net income attributable to Enpro Inc.	<u>\$ 72.9</u>	<u>\$ 22.2</u>	<u>\$ 205.1</u>
Income attributable to Enpro Inc. common shareholders:			
Income from continuing operations, net of tax	\$ 72.9	\$ 10.8	\$ 6.7
Income from discontinued operations, net of tax	—	11.4	198.4
Net income attributable to Enpro Inc.	<u>\$ 72.9</u>	<u>\$ 22.2</u>	<u>\$ 205.1</u>
Basic earnings per share attributable to Enpro Inc.:			
Continuing operations	\$ 3.48	\$ 0.52	\$ 0.32
Discontinued operations	—	0.54	9.54
Net income per share	<u>\$ 3.48</u>	<u>\$ 1.06</u>	<u>\$ 9.86</u>
Diluted earnings per share attributable to Enpro Inc.:			
Continuing operations	\$ 3.45	\$ 0.51	\$ 0.32
Discontinued operations	—	0.54	9.51
Net income per share	<u>\$ 3.45</u>	<u>\$ 1.05</u>	<u>\$ 9.83</u>

See notes to Consolidated Financial Statements.

**ENPRO INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
**Years Ended December 31, 2024, 2023 and 2022**  
(in millions)

	2024	2023	2022
Net income attributable to Enpro Inc.	\$ 72.9	\$ 22.2	\$ 205.1
Other comprehensive income:			
Foreign currency translation adjustments	( 28.4 )	11.0	( 34.1 )
Pension and postretirement benefits adjustment (excluding amortization)	( 19.5 )	( 2.6 )	( 17.0 )
Pension settlements and curtailments	—	0.3	( 1.0 )
Amortization of pension and postretirement benefits included in net income	1.6	0.7	0.8
Other comprehensive income (loss), before tax	( 46.3 )	9.4	( 51.3 )
Income tax benefit related to items of other comprehensive income	3.1	1.7	—
Other comprehensive income (loss), net of tax	( 43.2 )	11.1	( 51.3 )
Less: other comprehensive loss attributable to non-controlling interests	—	—	( 3.4 )
Other comprehensive income (loss), net of tax attributable to Enpro Inc.	( 43.2 )	11.1	( 47.9 )
Comprehensive income attributable to Enpro Inc.	<u>\$ 29.7</u>	<u>\$ 33.3</u>	<u>\$ 157.2</u>

See notes to Consolidated Financial Statements.

**ENPRO INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**Years Ended December 31, 2024, 2023 and 2022**  
(in millions)

	2024	2023	2022
<b>OPERATING ACTIVITIES OF CONTINUING OPERATIONS</b>			
Net income	\$ 72.9	\$ 18.3	\$ 202.3
Adjustments to reconcile net income to net cash provided by operating activities of continuing operations:			
Income from discontinued operations, net of taxes	—	( 11.4 )	( 198.4 )
Taxes related to sale of discontinued operations	—	( 3.3 )	( 25.8 )
Depreciation	23.9	24.5	25.5
Amortization	76.4	70.0	77.6
Goodwill impairment	—	60.8	65.2
Promissory note reserve	4.5	—	—
Deferred income taxes	( 18.4 )	( 7.7 )	( 14.0 )
Stock-based compensation	12.0	9.8	6.5
Other non-cash adjustments	9.2	4.6	6.8
Change in assets and liabilities, net of effects of acquisitions and divestitures of businesses:			
Accounts receivable, net	1.6	21.6	( 0.1 )
Inventories	6.3	10.3	( 18.0 )
Accounts payable	( 5.4 )	( 5.2 )	1.5
Income taxes, net	2.0	24.2	( 14.6 )
Other current assets and liabilities	( 7.6 )	( 5.8 )	( 22.5 )
Other non-current assets and liabilities	( 14.5 )	( 2.3 )	14.1
Net cash provided by operating activities of continuing operations	<u>162.9</u>	<u>208.4</u>	<u>106.1</u>
<b>INVESTING ACTIVITIES OF CONTINUING OPERATIONS</b>			
Purchases of property, plant and equipment	( 29.1 )	( 33.9 )	( 29.4 )
Payments for capitalized internal-use software	( 3.8 )	( 0.4 )	( 0.4 )
Proceeds from sale of businesses	—	25.9	301.9
Payments for acquisitions, net of cash acquired	( 209.4 )	—	2.9
Receipt from settlement of derivative contract	—	—	27.4
Purchase of short-term investments	—	( 35.8 )	—
Redemption of short-term investments	—	35.8	—
Other	0.8	1.0	0.3
Net cash provided by (used in) investing activities of continuing operations	<u>( 241.5 )</u>	<u>( 7.4 )</u>	<u>302.7</u>
<b>FINANCING ACTIVITIES OF CONTINUING OPERATIONS</b>			
Proceeds from debt	52.5	—	61.0
Repayments of debt, including premiums to par value	( 60.6 )	( 145.1 )	( 398.0 )
Acquisition of non-controlling interests of Enpro subsidiaries	( 18.3 )	—	( 34.1 )
Dividends paid	( 25.3 )	( 24.3 )	( 23.4 )
Other	1.2	( 1.5 )	( 7.6 )
Net cash used in financing activities of continuing operations	<u>( 50.5 )</u>	<u>( 170.9 )</u>	<u>( 402.1 )</u>
<b>CASH FLOWS OF DISCONTINUED OPERATIONS</b>			
Operating cash flows	—	( 0.6 )	21.3
Investing cash flows	—	—	( 5.1 )
Net cash provided by (used in) discontinued operations	—	( 0.6 )	16.2
Effect of exchange rate changes on cash and cash equivalents	( 4.4 )	5.9	( 26.6 )
Net increase (decrease) in cash and cash equivalents	( 133.5 )	35.4	( 3.7 )
Cash and cash equivalents at beginning of year	369.8	334.4	338.1
Cash and cash equivalents at end of year	<u>\$ 236.3</u>	<u>\$ 369.8</u>	<u>\$ 334.4</u>
Supplemental disclosures of cash flow information:			
Cash paid during the year for:			

	2024	2023	2022
Interest	\$ 38.9	\$ 43.3	\$ 31.5
Income taxes, net of refunds received	\$ 36.1	\$ 17.2	\$ 80.8
Non-cash investing and financing activities			
Non-cash acquisitions of property, plant and equipment	\$ 5.9	\$ 0.2	\$ 0.7
Non-cash acquisitions of capitalized internal-use software	\$ 0.8	\$ —	\$ —

See notes to Consolidated Financial Statements.

**ENPRO INC.**  
**CONSOLIDATED BALANCE SHEETS**  
**As of December 31, 2024 and 2023**  
**(in millions, except share amounts)**

	2024	2023
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 236.3	\$ 369.8
Accounts receivable, less allowance for doubtful accounts of \$ 1.0 in 2024 and of \$ 2.0 in 2023	115.9	116.7
Inventories	138.8	142.6
Prepaid expenses and other current assets	21.3	21.2
Total current assets	512.3	650.3
Property, plant and equipment, net	193.2	193.8
Goodwill	896.2	808.4
Other intangible assets, net	790.3	733.5
Other assets	99.5	113.5
Total assets	\$ 2,491.5	\$ 2,499.5
<b>LIABILITIES AND EQUITY</b>		
Current liabilities		
Current maturities of long-term debt	\$ 16.0	\$ 8.1
Accounts payable	66.0	68.7
Accrued expenses	116.0	119.6
Total current liabilities	198.0	196.4
Long-term debt	624.1	638.7
Deferred income taxes	126.9	120.7
Other liabilities	113.9	116.1
Total liabilities	1,062.9	1,071.9
Commitments and contingent liabilities		
Redeemable non-controlling interest	—	17.9
Shareholders' equity		
Common stock – \$.01 par value; 100,000,000 shares authorized; issued 21,185,581 shares at December 31, 2024 and 21,086,678 shares at December 31, 2023	0.2	0.2
Additional paid-in capital	319.4	304.9
Retained earnings	1,175.6	1,128.0
Accumulated other comprehensive loss	( 65.4 )	( 22.2 )
Common stock held in treasury, at cost – 176,684 shares at December 31, 2024 and 178,151 shares at December 31, 2023	( 1.2 )	( 1.2 )
Total shareholders' equity	1,428.6	1,409.7
Total liabilities and equity	\$ 2,491.5	\$ 2,499.5

See notes to Consolidated Financial Statements.

**ENPRO INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY**  
**Years Ended December 31, 2024, 2023 and 2022**  
**(dollars and shares in millions, except per share data)**

	Common Stock		Accumulated				Treasury Stock	Total Permanent Shareholders' Equity	Redeemable non-controlling interest			
	Shares	Amount	Additional		Other Comprehensive Income (Loss)							
			Paid-in Capital	Retained Earnings								
Balance, December 31, 2021	20.7	\$ 0.2	\$ 303.6	\$ 953.1	\$ 14.6		\$ ( 1.2 )	\$ 1,270.3	\$ 50.1			
Net income (loss)	—	—	—	205.1	—	—	—	205.1	( 2.8 )			
Other comprehensive loss	—	—	—	—	( 47.9 )	—	—	( 47.9 )	( 3.4 )			
Dividends (\$ 1.12 per share)	—	—	—	( 23.4 )	—	—	—	( 23.4 )	—			
Incentive plan activity	0.1	—	—	—	—	—	—	—	—			
Acquisition of LeanTeq non-controlling interests	—	—	—	—	—	—	—	—	( 35.0 )			
Other	—	—	( 4.4 )	( 4.6 )	—	—	—	( 9.0 )	9.0			
Balance, December 31, 2022	20.8	0.2	299.2	1,130.2	( 33.3 )	( 1.2 )		1,395.1	17.9			
Net income (loss)	—	—	—	22.2	—	—	—	22.2	( 3.9 )			
Other comprehensive income	—	—	—	—	11.1	—	—	11.1	—			
Dividends (\$ 1.16 per share)	—	—	—	( 24.4 )	—	—	—	( 24.4 )	—			
Incentive plan activity	0.2	—	9.6	—	—	—	—	9.6	—			
Other	—	—	( 3.9 )	—	—	—	—	( 3.9 )	3.9			
Balance, December 31, 2023	21.0	0.2	304.9	1,128.0	( 22.2 )	( 1.2 )		1,409.7	17.9			
Net income	—	—	—	72.9	—	—	—	72.9	—			
Other comprehensive loss	—	—	—	—	( 43.2 )	—	—	( 43.2 )	—			
Dividends (\$ 1.20 per share)	—	—	—	( 25.3 )	—	—	—	( 25.3 )	—			
Incentive plan activity	—	—	14.5	—	—	—	—	14.5	—			
Acquisition of Alluxa non-controlling interests	—	—	—	—	—	—	—	—	( 17.9 )			
Balance, December 31, 2024	<u>21.0</u>	<u>\$ 0.2</u>	<u>\$ 319.4</u>	<u>\$ 1,175.6</u>	<u>\$ ( 65.4 )</u>	<u>\$ ( 1.2 )</u>		<u>\$ 1,428.6</u>	<u>\$ —</u>			

See notes to Consolidated Financial Statements.

**ENPRO INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Overview, Basis of Presentation, and Significant Accounting Policies**

***Overview***

Enpro Inc. ("we," "us," "our," "Enpro," or the "Company") is a leading-edge industrial technology company focused on critical applications across a diverse group of growing end markets such as semiconductor, industrial process, commercial vehicle, sustainable power generation, aerospace, food and pharmaceutical, photonics and life sciences. The Company is a leader in applied engineering and designs, develops, manufactures, and markets proprietary, value-added products and solutions that contribute key functionality or safeguard a variety of critical environments.

Over the past several years, we have executed several strategic initiatives to focus the portfolio of businesses where we offer proprietary, industrial technology-related products and solutions with high barriers to entry, compelling margins, strong cash flow, and perpetual recurring/aftermarket revenue streams in markets with favorable secular tailwinds.

***Basis of Presentation***

The Consolidated Financial Statements reflect the accounts of the Company and our majority-owned and controlled subsidiaries. All intercompany accounts and transactions between our consolidated operations have been eliminated.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the amounts of assets and liabilities and the disclosures regarding contingent assets and liabilities at period end and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

***Reclassification to 2022 Consolidated Statement of Cash Flows***

In 2024, we determined that the classification of the cash used for the acquisition of the non-controlling interests of our LeanTeq subsidiary in the fourth quarter of 2022 of \$ 34.1 million should have been classified as a financing activity, rather than an investing activity in our consolidated statement of cash flows for the year ended December 31, 2022. We have reflected this reclassification related to calendar year 2022 in the consolidated statements of cash flows included in this Annual Report on Form 10-K. The cash flow reclassification related to 2022 did not impact the consolidated balance sheet or the consolidated statement of operations at and for the year ended December 31, 2022, or any subsequent period.

We evaluated the impact of this item under the guidance of the SEC Staff Accounting Bulletin No. 99, "Materiality," and determined that this misclassification is not material to our previously issued financial statements. Accordingly, we have revised the consolidated statement of cash flows for the year ended December 31, 2022 included in the accompanying consolidated statement of cash flows to properly classify the cash outflow for the purchase of the LeanTeq non-controlling interests as a financing activity. See [Note 2](#), "Acquisitions," for further information with respect to the acquisition of such non-controlling interests.

***Summary of Significant Accounting Policies***

***Business Combinations*** - We utilize the acquisition method of accounting for all business combinations which requires us to estimate the fair value of assets acquired and liabilities assumed. We may adjust these estimates up to one-year from the date the business was acquired. Valuations of intangible assets acquired in a business combination require judgement and often comprise a significant portion of the total assets acquired. We use the income approach to determine the fair-value of our intangible assets, primarily using the relief-from-royalty or multi-period excess earnings method. Under these valuation approaches, we use assumptions in valuing the assets, including projected revenues and profit margins, royalty rates, obsolescence factors, customer attrition rates, contributory asset charges, tax rates, discount rates and long-term growth rates. Any excess total consideration transferred in a business combination greater than the fair value of identifiable assets acquired net of liabilities assumed is recorded as goodwill. Acquisition-related costs are expensed as incurred.

***Revenue Recognition*** – The largest stream of revenue is product revenue for shipments of the various products discussed further in [Note 18](#), "Business Segment Information," along with a smaller amount of revenue from services that typically take place over a short period of time. We recognize revenue at a point in time following the transfer of control, which typically occurs when a product is shipped or delivered, depending on the terms of the sale agreement, or when services are rendered. Shipping costs billed to customers are recognized as revenue and expensed in cost of goods sold as a fulfillment cost when

control of the product transfers to the customer. Payment from customers is typically due within 30 days of the sale for sales in the U.S. For sales outside of the U.S., payment terms may be longer based upon local business customs, but are typically due no later than 90 days after the sale.

*Redeemable Non-Controlling Interests* – Non-controlling interests in subsidiaries that are redeemable for cash or other assets outside of our control are classified as mezzanine equity, outside of equity and liabilities, at the greater of the carrying value or the redemption value. The increases or decreases in the estimated redemption amount are recorded with corresponding adjustments against equity and are reflected in the computation of earnings per share. At December 31, 2024, there were no remaining redeemable non-controlling interests.

*Foreign Currency Translation* – The financial statements of those operations whose functional currency is a foreign currency are translated into U.S. dollars using the current rate method. Under this method, all assets and liabilities are translated into U.S. dollars using current exchange rates, and income statement activities are translated using average exchange rates. The foreign currency translation adjustment is included in accumulated other comprehensive income (loss) in the Consolidated Balance Sheets. Gains and losses on foreign currency transactions are included in operating income. Foreign currency transaction losses (gains) totaled \$( 2.4 ) million, \$ 1.3 million, and \$( 4.8 ) million, respectively, in 2024, 2023, and 2022. In addition to these transaction losses (gains), we recorded \$ 1.8 million, \$ 2.2 million, and \$ 3.8 million, respectively, in 2024, 2023 and 2022 of foreign currency transaction losses in other non-operating expense. These losses resulted from an intercompany note between a domestic and foreign subsidiary, related to the divestiture of discontinued operations, that was denominated in a foreign currency.

*Research and Development Expense* – Costs related to research and development activities are expensed as incurred. We perform research and development primarily under company-funded programs for commercial products. Research and development expenditures in 2024, 2023, and 2022 were \$ 10.9 million, \$ 9.5 million, and \$ 10.1 million, respectively, and are included in selling, general and administrative expenses in the Consolidated Statements of Operations.

*Income Taxes* – We use the asset and liability method of accounting for income taxes. Temporary differences arising between the tax basis of an asset or liability and its carrying amount on the Consolidated Balance Sheet are used to calculate future income tax assets or liabilities. This method also requires the recognition of deferred tax benefits, such as net operating loss carryforwards. Valuation allowances are recorded as appropriate to reduce deferred tax assets to the amount considered likely to be realized. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the taxable income (losses) in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the date of enactment of the change. A tax benefit from an uncertain tax position is recognized only if we believe it is more likely than not that the position will be sustained on its technical merits. If the recognition threshold for the tax position is met, only the portion of the tax benefit that we believe is greater than 50 percent likely to be realized is recorded. Our future results may include favorable or unfavorable adjustments to our estimated tax liabilities due to closure of income tax examinations, statute expirations, new regulatory or judicial pronouncements, changes in tax laws, changes in projected levels of taxable income, future tax planning strategies, or other relevant events.

The Tax Cuts and Jobs Act (the "Tax Act") provides for a territorial tax system, that includes the global intangible low-taxed income ("GILTI") provision beginning in 2018. The GILTI provisions require us to include in our U.S. income tax return certain current year foreign subsidiary earnings net of foreign tax credits, subject to limitation. We elected to account for the GILTI tax in the period in which it is incurred.

The Organization for Economic Co-operation and Development (the "OECD") introduced a framework to implement a global minimum corporate tax of 15%, referred to as Pillar Two, effective for tax years beginning in 2024. While it is uncertain whether the U.S. will enact legislation to adopt Pillar Two, certain countries in which we operate have enacted legislation to adopt Pillar Two. The adoption of Pillar Two had no impact on our income tax expense for the year ended December 31, 2024 and we do not expect there to be a material impact in subsequent years. Any impact would be accounted for as a period cost in the period in which it is incurred.

*Cash and Cash Equivalents* – Cash and cash equivalents include cash on hand, demand deposits and highly liquid investments with a maturity of three months or less at the time of purchase.

*Receivables* – Accounts receivable are stated at the historical carrying amount net of write-offs and allowance for doubtful accounts. We establish an allowance for doubtful accounts receivable based on historical experience and any specific customer collection issues we have identified. Doubtful accounts receivable are written off when a settlement is reached for an amount less than the outstanding historical balance or when we have determined the balance will not be collected.

*Inventories* – Inventories are valued using the first-in, first out ("FIFO") cost method and are recorded at the lower of cost or net realizable value.

*Property, Plant and Equipment* – Property, plant and equipment are recorded at cost. Depreciation of plant and equipment is determined on the straight-line method over the following estimated useful lives of the assets: buildings and improvements, 5 to 25 years; machinery and equipment, 3 to 10 years.

*Goodwill and Other Intangible Assets* – Goodwill represents the excess of the purchase price over the estimated fair value of the net assets of acquired businesses. Goodwill is not amortized, but instead is subject to impairment testing that is conducted at least annually each calendar year in the fourth quarter. Our annual impairment testing for all of our intangible assets is November 1 of each year.

The goodwill asset impairment test involves comparing the fair value of a reporting unit to its carrying amount. An impairment charge is recognized when the carrying amount exceeds the reporting unit's fair value; however, the loss recognized would not exceed the total amount of goodwill allocated to that reporting unit. Interim tests during the year may be required if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount.

To estimate the fair value of the four of our five reporting units with goodwill balances remaining, we use both a discounted cash flow and a market valuation approach. The discounted cash flow approach uses cash flow projections and a discount rate to calculate the fair value of each reporting unit while the market approach relies on market multiples of similar companies. The key assumptions used for the discounted cash flow approach include projected revenues and profit margins, projected capital expenditures, changes in working capital, and the discount and tax rates. For the market approach, we select a group of peer companies that we believe are best representative of each reporting unit. We use a 75% weighting for the discounted cash flow valuation approach and a 25% weighting for the market valuation approach, reflecting our belief that the discounted cash flow valuation approach is a better indicator of a reporting unit's value since it reflects the specific cash flows anticipated to be generated in the future by the business.

At the time of our annual test as of November 1, 2022, our updated forecast and projections based upon our annual strategic plan indicated that the Alluxa reporting unit's carrying value exceeded fair value by \$ 65.2 million which was recognized as an impairment charge in the fourth quarter of 2022. The discount rate to determine the fair value of Alluxa increased from 12.0 % as of November 1, 2021 to 14.6 % as of November 1, 2022. In the second quarter of 2023, we determined the lower than previously projected actual and forecasted financial performance of our Alluxa reporting unit to be a triggering event for an interim goodwill impairment test. We determined the carrying value of our Alluxa reporting unit to exceed its fair value and, as a result, we impaired the remaining \$ 60.8 million of goodwill related to Alluxa. Our Consolidated Balance Sheet at December 31, 2024 and 2023 reflects no goodwill related to Alluxa.

The fair value of our semiconductor reporting unit, included in the Advanced Surface Technologies segment, exceeded carrying value by approximately 17 % as of November 1, 2024. The carrying value of the Semiconductor reporting unit as of December 31, 2024 includes \$ 532.2 million of goodwill. We considered the sensitivity of the valuation of our Semiconductor reporting unit to adverse changes in our projected cash flows under two separate alternative scenarios. First, with a 5% reduction in forecasted sales used in our valuation model, we estimate the fair value of the Semiconductor reporting unit would exceed its carrying value by less than 4 %. Second, with a 1% increase in the discount rate as of November 1, 2024 we estimate our fair value of the Semiconductor reporting unit would exceed its carrying value by less than 2 %. All annual impairment tests of goodwill for the Semiconductor reporting unit performed during the 3-years ended December 31, 2024 indicated there was no impairment of goodwill for the Semiconductor reporting unit.

The fair value of the three reporting units of our Sealing Technologies segment all exceeded their respective carrying values by more than 75 % as of November 1, 2024. Our annual impairment test of goodwill for the three reporting units of our Sealing Technologies segment as of November 1, 2023 and 2022 indicated no impairment.

Annual assessments are conducted in the context of information that was reasonably available to us as of the date of the assessment including our best estimates of future sales volumes and prices, material and labor cost and availability, operational efficiency including the impact of projected capital asset additions, and the discount rates and tax rates.

Other intangible assets are recorded at cost or, when acquired as a part of a business combination, at estimated fair value. These assets include customer relationships, patents and other technology-related assets, trademarks, licenses, and non-compete agreements. Intangible assets that have definite lives are amortized using a method that reflects the pattern in which the economic benefits of the assets are consumed or the straight-line method over estimated useful lives of 1 to 21 years.

Intangible assets with indefinite lives, which consist primarily of trade names and future products that were in development at the time of the acquisition of AMI in January 2024, are subject to at least annual impairment testing. The impairment testing for the indefinite lived trade names compares the fair value of the intangible asset with its carrying amount using the relief from royalty method. Key assumptions used in the relief from royalty method are projected revenues and royalty, discount, tax, and terminal growth rates. Impairment testing for these assets were conducted as of November 1 in 2024, 2023 and 2022 and indicated no impairment. Impairment testing related to the future products that were in development at the time of the acquisition of AMI compares the fair value of the intangible asset with its carrying value using a multi-period excess earnings method. Key assumptions used in the excess earnings method are projected revenues and profit margins, obsolescence factors, and tax, discount, and long-term growth rates. This testing was conducted as of November 1, 2024, the first testing period after the asset was acquired, and indicated no impairment. Interim tests may be required if an event occurs or circumstances change that would more likely than not reduce the fair value below the carrying value or change the useful life of the asset. See [Note 2](#), "Acquisitions" for additional information regarding the acquisition of AMI.

*Debt* – Debt issuance costs associated with our senior secured revolving credit facility are presented as an asset and subsequently amortized into interest expense ratably over the term of the revolving debt arrangement. Debt issuance costs associated with any of our other debt instruments that are incremental third-party costs of issuing the debt are recognized as a reduction in the carrying value of the debt and amortized into interest expense over the time period to maturity using the interest method.

*Derivative Instruments* – We use derivative financial instruments to manage our exposure to various risks. The use of these financial instruments modifies the exposure with the intent of reducing our risk. We do not use financial instruments for trading purposes, nor do we use leveraged financial instruments. The counterparties to these contractual arrangements are major financial institutions. We use multiple financial institutions for derivative contracts to minimize the concentration of credit risk. The current accounting rules require derivative instruments, excluding certain contracts that are issued and held by a reporting entity that are both indexed to its own stock and classified in shareholders' equity, be reported in the Consolidated Balance Sheets at fair value and that changes in a derivative's fair value be recognized currently in earnings unless specific hedge accounting criteria are met.

*Fair Value Measurements* – Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

We utilize a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a brief description of those three levels:

- Level 1: Observable inputs such as quoted prices in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs that reflect our own assumptions.

The fair value of intangible assets associated with acquisitions is determined using an income valuation approach. Projecting discounted future cash flows requires us to make significant estimates regarding projected revenues and profit margins, projected capital expenditures, changes in working capital, discount rates, attrition rates, royalty rates, obsolescence rates and tax rates. This non-recurring fair value measurement would be classified as Level 3 due to the absence of quoted market prices or observable inputs for assets of a similar nature.

We review the carrying amounts of long-lived assets when certain events or changes in circumstances indicate that the carrying amounts may not be recoverable. An impairment loss is recognized when the carrying amount of the asset group is not recoverable and exceeds its fair value. We estimate the fair values of assets subject to long-lived asset impairment based on our own judgments about the assumptions that market participants would use in pricing the assets. In doing so, we use a market approach when available or an income approach based upon discounted cash flows. The key assumptions used for the discounted cash flow approach include expected cash flows based on internal business plans, projected growth rates, discount rates, and royalty rates for certain intangible assets. We classify these fair value measurements as Level 3.

Similarly, the fair value computations for the recurring impairment analyses of goodwill and indefinite-lived intangible assets would be classified as Level 3 due to the absence of quoted market prices or observable inputs. The key assumptions used for the discounted cash flow approach include projected revenues and profit margins, projected capital expenditures, changes in working capital, discount rates, tax rates and royalty rates for certain indefinite-lived intangible assets. Significant changes in any of those inputs could result in a significantly different fair value measurement.

*Pension Benefits* - Amortization of the net gain or loss resulting from experience different from that assumed and from changes in assumptions is included as a component of benefit cost. If, as of the beginning of the year, that net gain or loss exceeds 10% of the greater of the projected benefit obligation or the market-related value of plan assets, the amortization is that excess divided by the average remaining service period of participating employees expected to receive benefits under the plan. We amortize prior service cost using the straight-line basis over the average future service life of active participants.

For segment reporting purposes, we allocate service cost to each location generating those costs. All other components of net periodic pension cost are reported in other (non-operating) expense .

#### ***Recently Issued Accounting Guidance***

In November 2023, new accounting guidance was issued that improves reportable segment disclosures surrounding significant segment expenses effective for financial statements issued for annual periods beginning after December 15, 2023, and for interim periods within fiscal years beginning after December 15, 2024. We have implemented this new guidance for the year ended December 31, 2024 and have recast the years ended December 31, 2023 and 2022 to reflect these revised segment reporting requirements.

In December 2023, new accounting guidance was issued that will require changes in income tax disclosures. The standard is effective for financial statements issued for annual periods beginning after December 15, 2024, with early adoption permitted. The standard requires prospective adoption with the recognition that there will be a lack of comparability between reporting periods. Alternatively, retrospective adoption is also permitted. We have evaluated the new guidance and do not expect it to have a significant impact to our income tax disclosure.

In November 2024, new accounting guidance was issued that will require additional disclosures and disaggregation of certain costs and expenses presented on the face of the income statement. The amendments are effective for annual reporting periods beginning after December 15, 2026 and interim reporting periods within annual reporting periods beginning after December 15, 2027 with early adoption permitted. We are currently evaluating this new guidance.

## **2. Acquisitions**

On January 29, 2024, Enpro acquired all of the equity securities of Advanced Micro Instruments, Inc. ("AMI"), a privately held company, for \$ 209.4 million, net of cash acquired. In connection with the acquisition of AMI, there were \$ 3.9 million of acquisition-related costs incurred during the year ended December 31, 2024 which are included in selling, general, and administrative expense in the accompanying Consolidated Statements of Operations.

AMI is a leading provider of highly-engineered, application-specific analyzers and sensing technologies that monitor critical parameters to maintain infrastructure integrity, enable process efficiency, enhance safety, and facilitate the clean energy transition. AMI is included within the Sealing Technologies segment.

Based in Costa Mesa, California, AMI serves customers in the midstream natural gas, biogas, industrial processing, cryogenics, food processing, laboratory wastewater and aerospace markets. The company offers a portfolio of oxygen, hydrogen, sulfide and moisture analyzers and proprietary sensing capabilities that detect contaminants in a variety of processes, including natural gas and biogas streams, which enable operators to avoid flaring and, thereby, reduce CO<sub>2</sub> emissions.

The purchase price of AMI was allocated to the assets acquired and liabilities assumed based on their estimated fair values as of the acquisition date. The excess of the purchase price over the estimated fair value of the identifiable assets acquired less the liabilities assumed is reflected as goodwill, which is attributable primarily to the value of the workforce and the ongoing operations of the business. Goodwill recorded as part of the purchase price was \$ 97.0 million, none of which is tax deductible. Identifiable intangible assets acquired as part of the acquisition totaled \$ 138.1 million, consisting of indefinite and definite-lived intangible assets. Indefinite lived intangible assets relate solely to future products that were in development as of the acquisition date. We will begin amortizing this asset over its estimated life once these products in development become commercially available. Definite-lived intangible assets include proprietary technology, customer relationships, trade names, and non-competition agreements. Inventory acquired included an adjustment to fair value of \$ 1.7 million, all of which was amortized to cost of goods sold in the first quarter of 2024.

The purchase price allocation of this acquisition, including the value of intangible assets and income tax assets and liabilities, was finalized in the fourth quarter of 2024. The allocation of purchase price was revised during the fourth quarter of 2024 to increase deferred income tax liabilities by \$ 0.2 million, with an offsetting \$ 0.2 million increase to goodwill.

Identifiable intangible assets acquired are as follows:

		Weighted-average amortization period
	(in millions)	(years)
Definite-lived intangible assets acquired:		
Customer relationships	\$ 12.0	15.0
Existing technology	106.0	15.0
Trademarks	5.0	10.0
Other	1.1	3.3
<b>Total definite-lived intangible assets</b>	<b>124.1</b>	<b>14.7</b>
Indefinite-lived intangible assets acquired:		
In-process research and development	14.0	
<b>Identifiable intangible assets acquired</b>	<b>\$ 138.1</b>	

The following table represents the final allocation of purchase price as of December 31, 2024:

	(in millions)
Accounts receivable	\$ 3.3
Inventories	5.2
Property, plant, and equipment	0.2
Goodwill	97.0
Other intangible assets	138.1
Other assets	0.9
Deferred income taxes	( 32.6 )
Other liabilities	( 2.7 )
	<b>\$ 209.4</b>

Sales of \$ 32.1 million and pre-tax income of \$ 6.9 million for AMI was included in our Consolidated Statements of Operations for the year ended December 31, 2024. The following unaudited pro forma condensed consolidated financial results of operations for the years ended December 31, 2024 and 2023 are presented as if the acquisition had been completed on January 1, 2023:

	Year Ended December 31	
	2024	2023
Pro forma net sales	\$ 1,051.5	\$ 1,090.7
Pro forma income from continuing operations	\$ 75.6	\$ 2.8

These amounts have been calculated after applying our accounting policies and adjusting the results of AMI to reflect the additional depreciation and amortization that would have been charged assuming the fair value adjustments to intangible assets had been applied as of January 1, 2023. The supplemental pro forma net income for the year ended December 31, 2024 was adjusted to exclude \$ 3.9 million of pre-tax acquisition-related costs related to AMI. The pro forma financial results have been prepared for comparative purposes only and do not reflect the effect of any potential synergies as a result of the integration of AMI. The pro forma information does not purport to be indicative of the results of operations that actually would have resulted had the acquisition of AMI occurred on January 1, 2023, or of future results of Enpro Inc.

#### *Acquisitions of non-controlling interests of Enpro subsidiaries*

In connection with our acquisition of Alluxa in October 2020, three Alluxa executives (the "Alluxa Executives") received rollover equity interests in the form of approximately 7 % of the total equity interest of an entity we formed for the purpose of acquiring Alluxa (the "Alluxa Acquisition Subsidiary"). Pursuant to the limited liability operating agreement (the "Alluxa LLC Agreement") that was entered into with the completion of the transaction, each Alluxa Executive had the right to sell to us, and we had the right to purchase from each Alluxa Executive (collectively, the "Put and Call Rights"), one-third of the Alluxa Executive equity interests in the Alluxa Acquisition Subsidiary during each of three exercise periods in 2024, 2025 and 2026, with any amount not sold or purchased in a prior exercise period being carried forward to the subsequent exercise periods. In January 2024, we agreed with the Alluxa Executives to change the terms of the Put and Call Rights so that all outstanding equity interests could be acquired in 2024. In February of 2024, we acquired all outstanding equity interests in the Alluxa Acquisition Subsidiary for \$ 17.9 million, which was the minimum fixed price set in the Alluxa LLC Agreement. As this transaction was for the acquisition of all remaining shares of a consolidated subsidiary with no change in control, it was recorded within shareholder's equity and as a financing cash flow in the Consolidated Statement of Cash Flows. Enpro is now the sole owner of Alluxa.

In September 2019, Lunar Investment LLC ("Lunar"), a subsidiary of Enpro, acquired all of the equity securities of LeanTeq Co, LTD. and its affiliate LeanTeq LLC (collectively referred to as "LeanTeq"). As part of the transaction, two of the equity owners of LeanTeq, who were executives of the acquired entity (the "LeanTeq Executives"), acquired approximately a 10 % ownership share of Lunar in the form of rollover equity. LeanTeq is included within the Advanced Surface Technologies segment.

A limited liability company agreement (the "LeanTeq LLC Agreement") entered into with respect to Lunar as part of the LeanTeq acquisition, provided Enpro with the right to buy from each LeanTeq Executive and each LeanTeq Executive with the right to sell to Enpro such LeanTeq Executive's rollover equity interest in Lunar.

Based on the terms agreed to in the LeanTeq LLC Agreement, Enpro acquired all the equity securities of Lunar owned by the LeanTeq Executives in the fourth quarter of 2022 and became the sole owner of LeanTeq. As a result of this purchase transaction, \$ 35.0 million of our Redeemable Non-Controlling Interests was reclassified as a liability. We entered into a subsequent agreement with the LeanTeq Executives where we agreed to pay the minimum purchase price for the equity securities and paid \$ 41.9 million to the LeanTeq Executives in December 2022, of which \$ 7.8 million eliminated our outstanding deferred compensation liability and \$ 34.1 million reduced the liability attributable to the redeemable non-controlling interest acquisition. As a result of the financial performance of LeanTeq through November 2023, we made a final \$ 0.6 million payment to the LeanTeq Executives in 2024.

The fair value of the Alluxa Executives' equity interests and the LeanTeq Executives' Rollover Equity was estimated as of the closing date of those transactions. Due to the presence of the put arrangements and thus that redemption is not solely within our control, the Alluxa Executives' equity interests and the LeanTeq Executives' Rollover Equity had been presented as redeemable non-controlling interests prior to our acquisition of those interests. We initially recognized the amount at fair value, inclusive of the put-call provisions. We adjusted the redeemable non-controlling interests when the redemption value exceeded the carrying value with changes recognized as an adjustment to equity.

### **3. Other Expense**

#### *Operating*

We incurred \$ 6.2 million, \$ 5.0 million and \$ 3.0 million of restructuring and impairment costs, excluding goodwill impairment, for the years ended December 31, 2024, 2023 and 2022, respectively. See [Note 1](#), "Overview, Basis of Presentation, and Significant Accounting Policies" for information related to goodwill impairment charges incurred in 2023 and 2022.

Of the restructuring and impairment costs incurred in 2024, 2023 and 2022, we incurred \$ 2.8 million, \$ 4.3 million and \$ 1.8 million, respectively, of restructuring costs related to the reorganization of sites and functions, primarily in the United States and \$ 3.4 million, \$ 0.7 million, and \$ 1.2 million, respectively, of non-cash impairment charges of long-lived assets.

Restructuring and impairment costs by reportable segment are as follows:

	Years Ended December 31,		
	2024	2023	2022
	(in millions)		
Sealing Technologies	\$ 2.3	\$ 3.0	\$ 0.7
Advanced Surface Technologies	3.5	0.9	1.3
Corporate	0.4	1.1	1.0
	<u><u>\$ 6.2</u></u>	<u><u>\$ 5.0</u></u>	<u><u>\$ 3.0</u></u>

Also included in other operating expense for the year ended December 31, 2022 was \$ 0.1 million of other costs.

#### ***Non-Operating***

During 2024, 2023 and 2022, we recorded expense of \$ 5.7 million, \$ 2.9 million and \$ 5.1 million, respectively, due to net environmental reserve increases based on additional information at several specific sites and other ongoing obligations of previously owned businesses. Refer to [Note 19](#), "Commitments and Contingencies - Environmental," for additional information about our environmental liabilities.

We report the service cost component of pension and other postretirement benefits expense in operating income in the same line item or items as other compensation costs arising from services rendered by the pertinent employees during the period. The other components of net benefit cost are presented in other income (expense). For the years ended December 31, 2024, 2023, 2022, we reported approximately \$ 0.2 million and \$ 1.5 million of expense and \$ 3.6 million of income, respectively, in the Consolidated Statements of Operations related to the components of net benefit cost other than service cost. Refer to [Note 14](#), "Pension," for additional information regarding net benefit costs.

In connection with the sale of a discontinued operation, in the fourth quarter of 2022 we issued an intercompany note between a domestic and foreign entity that is denominated in a foreign currency. Due to the change in the exchange rate, we recorded a \$ 3.8 million loss in December 2022. In January 2023, we hedged the outstanding intercompany note to minimize future gains and losses. We recorded losses of \$ 1.8 million and \$ 2.2 million due to changes in exchange rate in 2024 and 2023, respectively.

We received a long-term promissory note in connection to the sale of a divested business. As part of our regular review of the note, in 2024 we concluded a reserve was needed for expected future credit losses and recorded a loss of \$ 4.5 million. We will continue to monitor the note regularly and make adjustments to the reserve as needed.

In 2022, we evaluated our outstanding long-term receivable related to anticipated receipts from legacy asbestos insurance claims and adjusted the receivable down by \$ 2.8 million.

In connection with the acquisition of Aseptic in 2019, we recognized a liability for uncertain tax positions and a related indemnification asset for the portion of that liability recoverable from the seller. The statute of limitations expired on some of the uncertain tax positions in 2022 and, accordingly, we removed a portion of the liability and receivable. For the year ended December 31, 2022 the release of the related liability was recorded as a reduction to our tax expense and we recorded a \$ 0.9 million expense related to the reversal of the receivable in other non-operating income (expense) in our consolidated statement of operations.

For a further discussion on businesses disposed of, see [Note 20](#), "Discontinued Operations and Dispositions."

Additional costs included in other non-operating primarily are attributable to costs associated with previously divested businesses.

#### **4. Income Taxes**

Income (loss) from continuing operations before income taxes as shown in the Consolidated Statements of Operations consists of the following:

	Years Ended December 31,		
	2024	2023	2022
	(in millions)		
Domestic	\$ (16.6)	\$ (63.9)	\$ (77.2)
Foreign	111.0	101.6	105.5
<b>Total</b>	<b>\$ 94.4</b>	<b>\$ 37.7</b>	<b>\$ 28.3</b>

A summary of income tax expense (benefit) from continuing operations in the Consolidated Statements of Operations is as follows:

	Years Ended December 31,		
	2024	2023	2022
	(in millions)		
<b>Current:</b>			
Federal	\$ 7.9	\$ 12.1	\$ 15.0
Foreign	30.5	24.8	23.2
State	1.5	1.6	0.2
	<b>39.9</b>	<b>38.5</b>	<b>38.4</b>
<b>Deferred:</b>			
Federal	(15.1)	(11.0)	(8.9)
Foreign	(1.4)	1.8	(6.4)
State	(1.9)	1.5	1.3
	<b>(18.4)</b>	<b>(7.7)</b>	<b>(14.0)</b>
<b>Total</b>	<b>\$ 21.5</b>	<b>\$ 30.8</b>	<b>\$ 24.4</b>

Significant components of deferred income tax assets and liabilities are as follows:

	As of December 31,	
	2024	2023
	(in millions)	
<b>Deferred income tax assets:</b>		
Net operating losses and tax credits	\$ 6.0	\$ 4.5
Environmental reserves	10.0	9.5
Accruals and reserves	2.4	2.8
Operating leases	12.6	11.7
Pension obligations	1.7	—
Interest	5.1	4.5
Compensation and benefits	8.6	9.3
Inventories	4.8	5.1
Capitalization of research and development expense	15.0	9.9
Retained liabilities of previously owned businesses	0.7	0.6
Postretirement benefits other than pensions	0.3	0.4
Other	1.5	—
Gross deferred income tax assets	68.7	58.3
Valuation allowance	( 3.7 )	( 2.7 )
Total deferred income tax assets	65.0	55.6
<b>Deferred income tax liabilities:</b>		
Depreciation and amortization	( 173.7 )	( 153.3 )
Operating leases	( 12.6 )	( 11.7 )
Cross currency swap	( 1.9 )	( 0.8 )
Pension obligations	—	( 2.4 )
Other	—	( 0.3 )
Total deferred income tax liabilities	( 188.2 )	( 168.5 )
Net deferred income tax liabilities	\$ ( 123.2 )	\$ ( 112.9 )

The net deferred income tax liabilities are reflected on a jurisdictional basis as a component of the December 31, 2024 and 2023 Consolidated Balance Sheet line items noted below:

	As of December 31,	
	2024	2023
	(in millions)	
Other assets (non-current)	\$ 3.7	\$ 7.8
Deferred income taxes	( 126.9 )	( 120.7 )
Net deferred income tax liabilities	\$ ( 123.2 )	\$ ( 112.9 )

At December 31, 2024, we had \$ 1.1 million of foreign net operating loss carryforwards, of which \$ 0.7 million expire at various dates from 2034 through 2041 if unused, and \$ 0.3 million have an indefinite carryforward period. We had a U.S. federal net operating loss carryforward of \$ 0.9 million which has an indefinite carryforward period, and a U.S. federal tax credit carryforward associated with foreign tax credits of \$ 2.8 million which expires at various dates from 2027 through 2034. We also had state net operating loss carryforwards with a tax effect of \$ 1.9 million which expire at various dates from 2027 through 2044, and state tax credit carryforwards of \$ 1.7 million which expire at various dates from 2027 through 2038. These net operating loss and tax credit carryforwards may be used to offset a portion of future tax liability and thereby reduce or eliminate our federal, state or foreign income taxes otherwise payable.

Because of the transition tax, GILTI, and Subpart F provisions, undistributed earnings of our foreign subsidiaries totaling \$ 187.1 million at December 31, 2023 have been subjected to U.S. income tax or are eligible for the 100 percent dividends-received deduction under Section 245A of the Internal Revenue Code ("IRC") provided in the Tax Cuts and Jobs Act. Additionally, undistributed earnings are estimated to be \$ 239.4 million as of December 31, 2024. Whether through the

application of the 100 percent dividends received deduction, or distribution of these previously-taxed earnings, we do not intend to distribute foreign earnings that will be subject to any significant incremental U.S. or foreign tax. During 2024, we repatriated \$ 61.3 million of earnings from our foreign subsidiaries, resulting in \$ 0.3 million of withholding taxes. We have determined that estimating any tax liability on our investment in foreign subsidiaries is not practicable. Therefore, we have not recorded any deferred tax liability on undistributed earnings of foreign subsidiaries.

We determined, based on the available evidence, that it is uncertain whether certain entities in various jurisdictions will generate sufficient future taxable income to recognize certain of these deferred tax assets. As a result, valuation allowances of \$ 3.7 million and \$ 2.7 million have been recorded as of December 31, 2024 and 2023, respectively. Valuation allowances recorded relate to certain state and foreign net operating losses and other net deferred tax assets in jurisdictions where future taxable income is uncertain. In addition, \$ 2.8 million and \$ 1.8 million of the valuation allowance recorded as of December 31, 2024 and 2023, respectively, relate to general foreign tax credit carryforwards, due to uncertainty around the ability to generate the requisite foreign source income to utilize that portion of the foreign tax credits. Valuation allowances may arise associated with deferred tax assets recorded in acquisition accounting. In accordance with applicable accounting guidelines, any reversal of a valuation allowance that was recorded in acquisition accounting reduces income tax expense.

The effective income tax rate from continuing operations varied from the statutory federal income tax rate as follows:

	Percent of Pretax Income Years Ended December 31,		
	2024	2023	2022
Statutory federal income tax rate	21.0 %	21.0 %	21.0 %
Research and employment tax credits	( 2.1 )	( 3.6 )	( 2.2 )
State and local taxes	0.4	3.0	1.5
Foreign tax rate differences	5.5	24.9	8.4
Statutory changes in tax rates	( 0.5 )	( 1.1 )	( 1.1 )
Valuation allowance	1.0	( 1.5 )	8.1
Changes in uncertain tax positions	( 1.0 )	1.8	( 3.4 )
Goodwill impairment	—	33.8	48.4
Nondeductible expenses	2.2	2.3	2.3
GILTI and FDII	( 2.9 )	0.2	4.0
Other items, net	( 0.8 )	0.8	( 0.8 )
Effective income tax rate	22.8 %	81.6 %	86.2 %

The effective tax rate for 2024 is higher than the U.S. federal tax rate primarily driven by higher tax rates in most foreign jurisdictions, partially offset by the favorable impact of tax credits. The effect of these items resulted in a net \$ 3.2 million increase in income tax expense from the federal statutory rate. The effective tax rate for 2024 was also increased by 2.2 % related to nondeductible expenses.

The GILTI provisions require us to include in our U.S. income tax return certain current foreign subsidiary earnings net of foreign tax credits, subject to limitation. We elected to account for the GILTI tax in the period in which it is incurred. As a result of these provisions, our effective tax rate was increased by 0.3 % due to GILTI.

As of December 31, 2024 and 2023, we had \$ 6.6 million and \$ 5.0 million, respectively, of gross unrecognized tax benefits. Of the gross unrecognized tax benefit balances as of December 31, 2024 and 2023, \$ 4.4 million and \$ 4.1 million, respectively, would have an impact on our effective tax rate if ultimately recognized.

We record interest and penalties related to unrecognized tax benefits in income tax expense. In addition to the gross unrecognized tax benefits above, we had \$ 1.6 million and \$ 1.4 million accrued for interest and penalties at December 31, 2024 and 2023, respectively. Income tax expense for the year ended December 31, 2024 includes less than \$ 0.1 million of interest and penalties related to unrecognized tax benefits. Income tax expense for the years ended December 31, 2023, and 2022 included \$ 0.2 million and \$( 0.2 ) million, respectively, for adjustments to interest and penalties related to unrecognized tax benefits.

A reconciliation of the beginning and ending amount of the gross unrecognized tax benefits (excluding interest) is as follows:

(in millions)	2024	2023	2022
Balance at beginning of year	\$ 5.0	\$ 4.5	\$ 5.5
Additions based on current period tax positions	0.4	0.5	0.2
Additions based on prior period tax positions	3.9	0.2	(0.2)
Reductions as a result of a lapse in the statute of limitations	(2.7)	(0.2)	(1.0)
Balance at end of year	<u><u>\$ 6.6</u></u>	<u><u>\$ 5.0</u></u>	<u><u>\$ 4.5</u></u>

U.S. federal income tax returns for tax years 2021 and forward remain open to examination. We and our subsidiaries are also subject to income tax in multiple state, local and foreign jurisdictions. Substantially all significant state, local and foreign income tax returns for certain years beginning in 2019 and forward are open to examination. Various state and foreign tax returns are currently under examination. We expect that some of these examinations may conclude within the next twelve months, however, the final outcomes are not yet determinable. In addition, gross unrecognized tax benefits may be reduced by \$1.6 million within the next twelve months as the applicable statute of limitations expire.

## 5. Earnings Per Share

Basic earnings per share is computed by dividing the income by the applicable weighted-average number of common shares outstanding for the period. Diluted earnings per share is calculated using the weighted-average number of shares of common stock as adjusted for any potentially dilutive shares as of the balance sheet date. The computation of basic and diluted earnings per share for calendar years 2024, 2023, and 2022 is as follows:

(In millions, except per share data)	2024	2023	2022
<b>Numerator (basic and diluted):</b>			
Income from continuing operations attributable to Enpro Inc.	\$ 72.9	\$ 10.8	\$ 6.7
Income from discontinued operations	—	11.4	198.4
Net income	<u><u>\$ 72.9</u></u>	<u><u>\$ 22.2</u></u>	<u><u>\$ 205.1</u></u>
<b>Denominator:</b>			
Weighted-average shares – basic	21.0	20.9	20.8
Share-based awards	0.1	0.1	0.1
Weighted-average shares – diluted	<u><u>21.1</u></u>	<u><u>21.0</u></u>	<u><u>20.9</u></u>
<b>Basic earnings per share:</b>			
Continuing operations	\$ 3.48	\$ 0.52	\$ 0.32
Discontinued operations	—	0.54	9.54
Net income per share	<u><u>\$ 3.48</u></u>	<u><u>\$ 1.06</u></u>	<u><u>\$ 9.86</u></u>
<b>Diluted earnings per share:</b>			
Continuing operations	\$ 3.45	\$ 0.51	\$ 0.32
Discontinued operations	—	0.54	9.51
Net income per share	<u><u>\$ 3.45</u></u>	<u><u>\$ 1.05</u></u>	<u><u>\$ 9.83</u></u>

## 6. Inventories

	As of December 31,	
	2024	2023
		(in millions)
Finished products	\$ 47.5	\$ 53.6
Work in process	29.5	28.4
Raw materials and supplies	61.8	60.6
Total inventories	<u><u>138.8</u></u>	<u><u>142.6</u></u>

## 7. Property, Plant and Equipment

	As of December 31,	
	2024	2023
	(in millions)	
Land	\$ 8.7	\$ 9.0
Buildings and improvements	85.1	70.6
Machinery and equipment	254.0	244.0
Construction in progress	21.9	31.8
	369.7	355.4
Less accumulated depreciation	( 176.5 )	( 161.6 )
<b>Total</b>	<b>\$ 193.2</b>	<b>\$ 193.8</b>

## 8. Goodwill and Other Intangible Assets

The changes in the net carrying value of goodwill by reportable segment for the years ended December 31, 2024 and 2023 are as follows:

	Sealing Technologies	Advanced Surface Technologies	Total
	(in millions)		
Goodwill as of December 31, 2022	\$ 270.8	\$ 593.0	\$ 863.8
Foreign currency translation	5.4	—	5.4
Impairment	—	( 60.8 )	( 60.8 )
Goodwill as of December 31, 2023	276.2	532.2	808.4
Foreign currency translation	( 9.2 )	—	( 9.2 )
Acquisition	97.0	—	97.0
<b>Goodwill as of December 31, 2024</b>	<b>\$ 364.0</b>	<b>\$ 532.2</b>	<b>\$ 896.2</b>

The goodwill balances reflected above are net of accumulated impairment losses of \$ 27.8 million for the Sealing Technologies segment as of December 31, 2024, 2023 and 2022 and \$ 126.0 million as of December 31, 2024 and 2023, and \$ 65.2 million as of December 31, 2022 for the Advanced Surface Technologies segment.

Identifiable intangible assets are as follows:

	As of December 31, 2024		As of December 31, 2023	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
	(in millions)			
<b>Amortized:</b>				
Customer relationships	\$ 493.6	\$ 209.9	\$ 486.6	\$ 184.8
Existing technology	567.5	143.9	465.2	106.1
Trademarks	69.4	34.9	64.9	29.6
Other	26.6	22.9	27.4	20.9
	1,157.1	411.6	1,044.1	341.4
<b>Indefinite-Lived:</b>				
In-process research and development	14.0	—	—	—
Trademarks	30.8	—	30.8	—
<b>Total</b>	<b>\$ 1,201.9</b>	<b>\$ 411.6</b>	<b>\$ 1,074.9</b>	<b>\$ 341.4</b>

Amortization expense for the years ended December 31, 2024, 2023 and 2022 was \$ 75.9 million, \$ 69.3 million and \$ 76.8 million, respectively.

The estimated amortization expense for definite-lived (amortized) intangible assets for the next five years is as follows (in millions):

2025	\$	75.6
2026	\$	72.1
2027	\$	70.9
2028	\$	70.1
2029	\$	69.2

## 9. Leases

We regularly enter into operating leases primarily for real estate, equipment, and vehicles. Operating lease arrangements are generally utilized to secure the use of assets if the terms and conditions of the lease or the nature of the asset makes the lease arrangement more favorable than a purchase. Leases with an initial term of 12 months or less are not recorded on the balance sheet. We have elected an accounting policy to combine lease and non-lease components.

Our building leases have remaining terms up to nine years, some of which contain options to renew up to five years, and some of which contain options to terminate. Some leases contain non-lease components, which may include items such as building common area maintenance, building parking, or general service and maintenance provided for leased assets by the lessor. Our vehicle, equipment, and other leases have remaining lease terms up to five years, some of which contain options to renew or become evergreen leases, with automatic renewing one-month terms, and some of which have options to terminate.

Our right of use assets and liabilities related to operating leases as of December 31, 2024 and December 31, 2023 are as follows:

	Balance Sheet Classification	As of December 31,	
		2024	2023
(in millions)			
Right-of-use assets	Other assets	\$ 52.5	\$ 48.5
Current liability	Accrued expenses	\$ 10.2	\$ 10.0
Long-term liability	Other liabilities	44.4	40.6
Total liability		\$ 54.6	\$ 50.6

Approximately 95 % of the dollar value of our operating lease assets and liabilities arise from real estate leases and approximately 5 % arise from equipment and vehicle leases as of December 31, 2024. As of December 31, 2023, approximately 96 % of the dollar value of our operating lease assets and liabilities arise from real estate leases and approximately 4 % arise from equipment and vehicle leases.

We entered into additional operating leases, including leases acquired through business acquisitions, and renewed existing leases that resulted in new right-of-use assets totaling \$ 14.5 million, \$ 12.3 million, and \$ 5.7 million for the years ended December 31, 2024, December 31, 2023, and December 31, 2022, respectively.

Most of our leases do not provide an implicit rate for calculating the right of use assets and corresponding lease liabilities. Accordingly, we determine the interest rate that we would have to pay to borrow on a collateralized basis over a similar term and amount equal to the lease payments in similar economic environments.

Our lease costs and cash flows for the years ended December 31, 2024 and December 31, 2023 were as follows:

	Year ended		
	2024	2023	2022
	(in millions)		
<b>Lease costs:</b>			
Operating lease costs	\$ 11.8	\$ 11.9	\$ 11.0
Short-term and variable lease costs	\$ 0.6	\$ 0.5	\$ 0.2
<b>Cash flows:</b>			
Operating cash flows from operating leases	\$ 11.6	\$ 11.7	\$ 10.7

Our weighted average remaining lease term and discount rates at December 31, 2024 and December 31, 2023 were as follows:

	December 31, 2024	December 31, 2023
Weighted average remaining lease term (in years)	6.0	6.4
Weighted average discount rate	4.1 %	3.8 %

A maturity analysis of undiscounted operating lease liabilities is shown in the table below:

	Operating Lease Payments (in millions)
2025	\$ 12.0
2026	11.5
2027	9.9
2028	7.8
2029	6.6
Thereafter	14.0
Total lease payments	61.8
Less: interest	(7.2)
Present value of lease liabilities	\$ 54.6

The operating lease payments listed in the table above include all current leases. The payments also include all renewal periods that we are reasonably certain to exercise.

We rarely enter into finance leases or act as a lessor. Since finance lease amounts, lessor details, and finance lease related costs are not significant to our consolidated financial position or results of operations, additional disclosures regarding finance leases are not presented.

## 10. Accrued Expenses

	As of December 31,		
	2024		2023
	(in millions)		
Salaries, wages and employee benefits	\$ 52.6	\$ 56.0	
Interest	4.4	4.2	
Environmental	11.3	8.2	
Income taxes	11.5	10.0	
Taxes other than income	3.5	5.1	
Operating lease liability	10.2	10.0	
Other	22.5	26.1	
	\$ 116.0	\$ 119.6	

## 11. Debt

	As of December 31,		
	2024		2023
	(in millions)		
Senior notes	\$ 348.6	\$ 347.9	
Term loan facilities	290.6	298.1	
Other notes payable	0.9	0.8	
	640.1	646.8	
Less current maturities of long-term debt	( 16.0 )	( 8.1 )	
	\$ 624.1	\$ 638.7	

### **Senior Secured Credit Facilities**

On December 17, 2021, we entered into a Third Amended and Restated Credit Agreement (the "Amended Credit Agreement") among the Company and our wholly owned subsidiary, EnPro Holdings, Inc. ("EnPro Holdings"), as borrowers, certain foreign subsidiaries of the Company from time to time party thereto, as designated borrowers, the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer. The Amended Credit Agreement amends, restates and replaces the Second Amended and Restated Credit Agreement dated as of June 28, 2018, as amended, among the Company and EnPro Holdings as borrowers, the guarantors party thereto, the lenders party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer.

The Amended Credit Agreement provides for credit facilities in the initial aggregate principal amount of \$ 1,007.5 million, consisting of a five-year senior secured revolving credit facility of \$ 400.0 million (the "Revolving Credit Facility"), a \$ 142.5 million senior secured term loan facility in replacement of the existing senior secured term loan facility, scheduled to mature on September 25, 2024 (the "Term Loan A-1 Facility"), a five-year senior secured term loan facility of \$ 315.0 million (the "Term Loan A-2 Facility") and a 364-day, senior secured term loan facility of \$ 150.0 million (the "364-Day Facility" and together with the Revolving Credit Facility, the Term Loan A-1 Facility and the Term Loan A-2 Facility, the "Facilities"). The Amended Credit Agreement also provides that we may seek incremental term loans and/or additional revolving credit commitments in an amount equal to the greater of \$ 275.0 million and 100 % of consolidated EBITDA for the most recently ended four-quarter period for which we have reported financial results, plus additional amounts based on a consolidated senior secured leverage ratio. The Amended Credit Agreement became effective on December 17, 2021.

Borrowings under the 364-Day Facility bore interest at an annual rate of LIBOR plus 1.50 % or base rate plus 0.50 %. Initially, borrowings under the Facilities (other than the 364-Day Facility) bore interest at an annual rate of LIBOR plus 1.75 % or base rate plus 0.75 %, although these interest rates were subject to incremental increase or decrease based on a consolidated total net leverage ratio. On November 8, 2022, we entered into a First Amendment to the Amended Credit Agreement, which replaced the LIBOR-based interest rate option with an option based on Term SOFR ("Secured Overnight Financing Rate") plus (i) a credit spread adjustment of 0.10 % and (ii) 1.75 %, again subject to incremental increase or decrease based on a consolidated total net leverage ratio. In addition, a commitment fee accrues with respect to the unused amount of the Revolving Credit Facility at an annual rate of 0.225 %, which rate is also subject to incremental increase or decrease based on a consolidated total net leverage ratio.

The Term Loan A-1 Facility amortized on a quarterly basis in an annual amount equal to 2.50 % of the original principal amount of the Term Loan A-1 Facility (\$ 150.0 million) in year one after the closing, 5.00 % of such original principal amount in year two and 1.25 % of such original principal amount in each of the first three quarters of year three, with the remaining outstanding principal amount payable at maturity. The Term Loan A-2 Facility amortizes on a quarterly basis in an annual amount equal to 2.5 % of the original principal amount of the Term Loan A-2 Facility in each of years one through three, 5.0 % of such original principal amount in year four and 1.25 % of such original principal amount in each of the first three quarters of year five, with the remaining outstanding principal amount payable at maturity. The 364-Day Facility did not amortize and was repaid in full in the quarter ended September 30, 2022. The Facilities are subject to prepayment with the net cash proceeds of certain asset sales, casualty or condemnation events and non-permitted debt issuances.

The Company and EnPro Holdings are the permitted borrowers under the Facilities. The Company may also from time to time designate any of its wholly owned foreign subsidiaries as a borrower under the Revolving Credit Facility. Each of the Company's domestic subsidiaries (other than any subsidiaries that may be designated as "unrestricted" by the Company from time to time, and inactive subsidiaries) is required to guarantee the obligations of the borrowers under the Facilities, and each of the Company's existing domestic subsidiaries (other than inactive subsidiaries) has entered into the Amended Credit Agreement to provide such a guarantee.

Borrowings under the Facilities are secured by a first-priority pledge of certain assets. The Amended Credit Agreement contains certain financial covenants and required financial ratios including a maximum consolidated total net leverage and a minimum consolidated interest coverage as defined in the Amended Credit Agreement. We were in compliance with all covenants of the Amended Credit Agreement as of December 31, 2024.

On July 21, 2023, we entered into a waiver agreement under the Amended Credit Agreement that waived the requirement to prepay the Facilities with remaining excess net cash proceeds related to the sale of GGB and GPT that had not been reinvested in operating assets within 365 days from the date of the sale. In conjunction with this waiver, on July 26, 2023, Enpro voluntarily prepaid all outstanding borrowings and accrued and unpaid interest under the Term Loan A-1 Facility (a remaining principal balance of \$ 133.1 million and accrued interest of \$ 0.6 million).

The indenture governing the Senior Notes requires us to offer to repurchase the Senior Notes at a price equal to 100.0 % of the principal amount thereof plus accrued and unpaid interest, in the event that the net cash proceeds of certain asset sales are not reinvested in acquisitions, capital expenditures, or used to repay or otherwise reduce specified indebtedness within a specified period, to the extent the remaining net proceeds exceed a specified amount. After taking into account the repayment of borrowings under the Term Loan A-1 Facility noted above, forecasted capital expenditures, and other applicable expenditures, we met all reinvestment requirements under the indenture related to the excess net cash proceeds from the sales of GGB and GPT.

The borrowing availability under our Revolving Credit Facility at December 31, 2024 was \$ 390.0 million after giving consideration to \$ 10.0 million of outstanding letters of credit. The principal balance of borrowings outstanding under the Term Loan A-2 Facility at December 31, 2024 was \$ 291.4 million.

#### **Senior Notes**

On October 17, 2018, we completed the offering of \$ 350.0 million aggregate principal amount of 5.75 % Senior Notes due 2026 (the "Senior Notes"). The Senior Notes were issued to investors at 100 % of the principal amount thereof. The Senior Notes are unsecured, unsubordinated obligations of Enpro and mature on October 15, 2026. Interest on the Senior Notes accrues at a rate of 5.75 % per annum and is payable semi-annually in cash in arrears on April 15 and October 15 of each year. The Senior Notes are required to be guaranteed on a senior unsecured basis by each of Enpro's existing and future direct and indirect domestic subsidiaries that is a borrower under, or guarantees, our indebtedness under the Revolving Credit Facility or guarantees any other Capital Markets Indebtedness (as defined in the indenture governing the Senior Notes) of Enpro or any of the guarantors. We may, on any one or more occasions, redeem all or a part of the Senior Notes at specified redemption prices plus accrued and unpaid interest.

The indenture governing the Senior Notes includes covenants that restrict our ability to engage in certain activities, including incurring additional indebtedness, paying dividends and repurchasing shares of our common stock, subject in each case to specified exceptions and qualifications set forth in the indenture. The indenture further requires us to offer to repurchase the Senior Notes at a price equal to 100.0 % of the principal amount thereof plus accrued and unpaid interest, in the event that the net cash proceeds of certain asset sales are not reinvested in acquisitions, capital expenditures, or used to repay or otherwise reduce specified indebtedness within a specified period, to the extent the remaining net proceeds exceed a specified amount.

We were in compliance with all of the covenants under the indenture governing the Senior Notes as of December 31, 2024.

#### ***Scheduled Principal Payments***

Future principal payments on long-term debt are as follows:

	(in millions)
2025	\$ 16.0
2026	625.8
2027	0.2
2028	0.2
2029	0.1
Thereafter	—
	<b>\$ 642.3</b>

The payments for long-term debt shown in the table above reflect the contractual principal amount for the Senior Notes and Term Loan A-2 Facility. In the Consolidated Balance Sheet as of December 31, 2024, these amounts are shown net of unamortized debt discounts aggregating \$ 2.2 million pursuant to applicable accounting rules.

#### ***Debt Issuance Costs***

During 2021, we capitalized \$ 4.7 million of debt issuance costs in connection with the Amended Credit Agreement. At December 31, 2024, the remaining unamortized balance of these costs was \$ 1.5 million.

#### **12. Derivatives and Hedging**

We are exposed to foreign currency risks that arise from normal business operations. These risks include the translation of local currency balances on our foreign subsidiaries' balance sheets, intercompany loans with foreign subsidiaries and transactions denominated in foreign currencies. We strive to control our exposure to these risks through our normal operating activities and, where appropriate, through derivative instruments. We periodically enter into contracts to hedge forecasted transactions that are denominated in foreign currencies. Since December 2022, we have entered into monthly forward contracts to hedge a 95 million Euro exposure on an intercompany note agreement related to proceeds from the GGB sale allocated to foreign subsidiaries. We expect this position to be resolved in 2025. The notional amount of foreign exchange contracts was \$ 103.7 million and \$ 110.5 million at December 31, 2024 and 2023, respectively. All foreign exchange contracts outstanding at December 31, 2024 expired in January of 2025.

The foreign exchange contracts were recorded at their fair market value as of December 31, 2024 with changes in market value recorded in income. The earnings impact of any foreign exchange contract that is specifically related to the purchase of inventory is recorded in cost of sales and the changes in market value of all other contracts are recorded in selling, general and administrative expense in the Consolidated Statements of Operations with the exception of our monthly forward contracts to hedge our Euro exposure which are recorded in other expense. The balances of foreign exchange derivative assets are recorded in other current assets and the balances of foreign exchange derivative liabilities are recorded in accrued expenses in the Consolidated Balance Sheets.

In September 2018, we entered into cross currency swap agreements (the "Swap") with a notional amount of \$ 200.0 million to manage foreign currency risk by effectively converting a portion of the interest payments related to our then outstanding fixed-rate USD-denominated Senior Notes, including the semi-annual interest payments thereunder, to interest payments on fixed-rate Euro-denominated debt of 172.8 million EUR with a weighted average interest rate of 2.8 %, with interest payment dates of March 15 and September 15 of each year.

The Swap matured on September 15, 2022. At settlement, we received \$ 30.8 million in cash, of which \$ 27.4 million represented the fair value of the contracts as of the settlement date and \$ 3.4 million represented interest receivable. Realized gains totaling \$ 20.8 million, net of tax, as of the maturity date are included in accumulated other comprehensive income.

In May 2019, we entered into additional cross currency swap agreements (the "Additional Swap") with a notional amount of \$ 100.0 million to manage an increased portion of our foreign currency risk by effectively converting a portion of the interest payments related to our fixed-rate USD-denominated Senior Notes, including the semi-annual interest payments thereunder, to

interest payments on the fixed-rate Euro-denominated debt of 89.6 million EUR with a weighted average interest rate of 3.5 %, with interest payment dates of April 15 and October 15 of each year. The Additional Swap agreement matures on October 15, 2026.

During the term of the Additional Swap agreement, we will receive semi-annual payments from the counterparties due to the difference between the interest rate on the Senior Notes and the interest rate on the Euro debt underlying the Additional Swap. There was no principal exchange at the inception of the arrangement, and there will be no exchange at maturity. At maturity (or earlier at our option), we and the counterparty will settle the Additional Swap agreement at its fair value in cash based on the aggregate notional amount and the then-applicable currency exchange rate compared to the exchange rate at the time the Additional Swap agreement was entered into.

We have designated the Additional Swap as a qualifying hedging instrument and are accounting for it as a net investment hedge. At December 31, 2024, the fair value of the Additional Swap equaled \$ 7.9 million and was recorded within our other (non-current) assets on the Consolidated Balance Sheet. The gains and losses resulting from fair value adjustment to the Additional Swap agreement, excluding interest accruals related to the above receipts, are recorded in accumulated other comprehensive income within our cumulative foreign currency translation adjustment, as the Additional Swap is effective in hedging the designated risk. Cash flows related to the Additional Swap are included in operating activities in the Consolidated Statements of Cash Flows, aside from the ultimate settlement at maturity with the counterparty, which will be included in investing activities.

### 13. Fair Value Measurements

Assets and liabilities measured at fair value on a recurring basis are summarized as follows:

	Fair Value Measurements as of	
	December 31, 2024	December 31, 2023
	(in millions)	
<b>Assets</b>		
Foreign currency derivatives	\$ 7.9	\$ 3.1
Deferred compensation assets	14.0	12.5
	<hr/>	<hr/>
	\$ 21.9	\$ 15.6
<b>Liabilities</b>		
Deferred compensation liabilities	\$ 14.8	\$ 13.3
	<hr/>	<hr/>

Our deferred compensation assets and liabilities are classified within Level 1 of the fair value hierarchy because they are valued using quoted market prices. Our foreign currency derivatives are classified as Level 2 as their value is calculated based upon observable inputs including market USD/Euro exchange rates and market interest rates.

The carrying values of our significant financial instruments reflected in the Consolidated Balance Sheets, including our Senior Notes that have a determinable fair-value based on quoted market prices for identical liabilities and are classified as Level 2 since the market is not active, approximated their respective fair values.

### 14. Pension

We have non-contributory defined benefit pension plans covering eligible employees in the United States, Mexico, Taiwan and France. Salaried employees' benefit payments are generally determined using a formula that is based on an employee's compensation and length of service. We closed our defined benefit pension plan for new salaried employees in the United States who joined the Company after January 1, 2006, and, effective January 1, 2007, benefits were frozen for all salaried employees who were not age 40 or older as of December 31, 2006 and benefits for all remaining eligible salaried employees were frozen as of January 1, 2021. Benefits for hourly employees in the United States were frozen as of January 1, 2024.

In the second quarter of 2024, Enpro initiated a plan to terminate and settle its remaining defined benefit pension plan in the United States. The termination and settlement process for this frozen plan, which preserves retirement benefits due to participants but changes the ultimate payor of such benefits, is expected to be completed by the end of 2025.

Certain of our employees also participate in voluntary contributory retirement savings plans for salaried and hourly employees maintained by us. Under these plans, eligible employees can receive matching contributions up to the first 6 % of their eligible earnings. Certain employees hired prior to August 1st, 2016 are eligible to receive an additional 2 % company

contribution each year. We recorded \$ 10.2 million, \$ 9.5 million and \$ 8.6 million in expenses in 2024, 2023 and 2022, respectively, for matching contributions under these plans.

Our general funding policy for qualified defined benefit pension plans historically has been to contribute amounts that are at least sufficient to satisfy regulatory funding standards. No contributions were made in 2024 or 2022 and in 2023, we contributed \$ 5.5 million, in cash, to our U.S. pension plans. The contribution was made in 2023 in order to meet a funding level sufficient to avoid variable fees from the PBGC on the underfunded portion of our pension liability. We expect to make total contributions of approximately \$ 1.0 million in 2025 to our foreign pension plans.

The projected benefit obligation and fair value of plan assets for the defined benefit pension plans with projected benefit obligations in excess of plan assets were \$ 258.5 million and \$ 249.6 million at December 31, 2024, and \$ 7.7 million and \$ 0.2 million at December 31, 2023, respectively. The accumulated benefit obligation and fair value of plan assets for the defined benefit pension plans with accumulated benefit obligations in excess of plan assets were \$ 256.5 million and \$ 249.6 million at December 31, 2024, and \$ 5.3 million and \$ 0.2 million at December 31, 2023, respectively.

The following table sets forth the changes in projected benefit obligations and plan assets of our defined benefit pension and other non-qualified and postretirement plans as of and for the years ended December 31, 2024 and 2023.

	2024	2023
	(in millions)	
<b>Change in Projected Benefit Obligations</b>		
Projected benefit obligations at beginning of year	\$ 258.7	\$ 247.6
Service cost	0.4	0.7
Interest cost	12.8	13.6
Actuarial loss	5.4	12.9
Settlements	( 0.6 )	—
Benefits paid	( 17.4 )	( 16.3 )
Curtailments	—	( 0.3 )
Other	( 0.8 )	0.5
Projected benefit obligations at end of year	<u>258.5</u>	<u>258.7</u>
 <b>Change in Plan Assets</b>		
	2024	2023
	(in millions)	
Fair value of plan assets at beginning of year	266.7	253.3
Actual return on plan assets	0.2	24.1
Benefits paid	( 17.4 )	( 16.3 )
Settlements	( 0.6 )	( 0.3 )
Company contributions	0.7	5.9
Fair value of plan assets at end of year	<u>249.6</u>	<u>266.7</u>
<b>Funded Status at End of Year</b>	<u>\$ ( 8.9 )</u>	<u>\$ 8.0</u>
 <b>Amounts Recognized in the Consolidated Balance Sheets</b>		
	2024	2023
	(in millions)	
Long-term assets	\$ —	\$ 15.6
Current liabilities	( 3.0 )	( 0.6 )
Long-term liabilities	( 5.9 )	( 7.0 )
	<u>\$ ( 8.9 )</u>	<u>\$ 8.0</u>

Pre-tax charges recognized in accumulated other comprehensive loss as of December 31, 2024 and 2023 consist of:

	2024	2023
	(in millions)	
Net actuarial loss	\$ 79.0	\$ 60.7
Prior service cost	0.5	0.2
	<u>\$ 79.5</u>	<u>\$ 60.9</u>

The accumulated benefit obligation for all defined benefit pension plans was \$ 256.5 million and \$ 256.3 million at December 31, 2024 and 2023, respectively.

The following table sets forth the components of net periodic benefit cost and other changes in plan assets and benefit obligations recognized in other comprehensive income for our defined benefit pension plans for the years ended December 31, 2024, 2023 and 2022.

	Year Ended December 31,		
	2024	2023	2022
	(in millions)		
<b>Net Periodic Benefit Cost</b>			
Service cost	\$ 0.4	\$ 0.7	\$ 1.2
Interest cost	12.8	13.6	9.8
Expected return on plan assets	( 14.2 )	( 13.8 )	( 13.3 )
Amortization of prior service cost	—	( 0.1 )	0.2
Amortization of net loss	1.5	1.5	0.5
Settlements	0.1	—	—
Curtailments	—	0.3	( 1.0 )
Net periodic benefit cost (income)	<u>\$ 0.6</u>	<u>\$ 2.2</u>	<u>\$ ( 2.6 )</u>
<b>Other Changes in Plan Assets and Benefit Obligations Recognized in Other Comprehensive Loss</b>			
Net loss	\$ 19.5	\$ 2.4	\$ 17.2
Amortization of net loss	( 1.6 )	( 1.5 )	( 0.5 )
Amortization of prior service cost	—	0.1	( 0.2 )
Curtailments	—	( 0.3 )	1.0
Total recognized in other comprehensive income	<u>\$ 17.9</u>	<u>\$ 0.7</u>	<u>\$ 17.5</u>
<b>Total Recognized in Net Periodic Benefit Cost and Other Comprehensive Income</b>	<u><u>\$ 18.5</u></u>	<u><u>\$ 2.9</u></u>	<u><u>\$ 14.9</u></u>

	at December 31,		
	2024	2023	2022
<b>Weighted-Average Assumptions Used to Determine Benefit Obligations</b>			
Discount rate	4.920 %	5.125 %	5.625 %
<b>Weighted-Average Assumptions Used to Determine Net Periodic Benefit Cost</b>			
Discount rate	5.125 %	5.625 %	3.000 %
Expected long-term return on plan assets	5.5 %	5.6 %	3.9 %

The discount rate reflects the current rate at which the pension liabilities could be effectively settled at the end of the year. The discount rate was determined with a model that uses a theoretical portfolio of high quality corporate bonds specifically selected to produce cash flows closely related to how we would settle our retirement obligations. This produced a discount rate of 4.92 % at December 31, 2024. As of the date of these financial statements, there are no known or anticipated changes in our

discount rate assumption that will impact our pension expense in 2025. A 25 basis point decrease in our discount rate, holding constant our expected long-term return on plan assets and other assumptions, would increase pension expense by approximately \$ 0.1 million per year.

The overall expected long-term rate of return on assets was determined based upon weighted-average historical returns over an extended period of time for the asset classes in which the plans invest according to our current investment policy.

We use the Pri-2012 base mortality table with the MP-2021 projection scale to value our domestic pension liabilities.

#### Plan Assets

The asset allocation for pension plans at the end of 2024 and 2023, and the targeted allocation for 2025, by asset category are as follows:

Asset Category	Target Allocation	Plan Assets at December 31,		
		2025	2024	2023
Equity securities	— %	— %	— %	21 %
Fixed income	100 %	76 %	79 %	79 %
Cash equivalents	— %	24 %	— %	— %
	100 %	100 %	100 %	100 %

Our investment goal is to maintain asset values by investing in fixed income investments as we prepare to terminate and settle our remaining defined benefit plan in the United States. Nearly all of our pension assets relate to our defined benefit plan in the United States. Fixed income investments include a mix of treasury obligations and high-quality corporate bonds. Our cash equivalents balance at December 31, 2024, which is primarily comprised of short-term money market instruments, will be maintained as we prepare to make optional lump sum payments to certain eligible plan participants who elect to receive a payment as part of the plan termination process. The asset allocation policy is reviewed and any significant variation from the target asset allocation mix is rebalanced periodically. The plans have no direct investments in Enpro common stock.

The plans invest exclusively in mutual funds whose holdings are marketable securities traded on recognized markets and, as a result, would be considered Level 1 assets. The investment portfolios of the various funds at December 31, 2024 and 2023 are summarized as follows:

	December 31,	
	2024	2023
Mutual funds – U.S. equity	\$ —	\$ 34.4
Mutual funds – international equity	—	22.8
Mutual funds - fixed income treasury and corporate bonds	190.6	208.2
Cash equivalents	59.0	1.3
	\$ 249.6	\$ 266.7

#### **Estimated Future Benefit Payments**

The following benefit payments, which reflect expected future service, as appropriate, and includes the planned payment in 2025 related to the termination and settlement of our defined pension benefit plan in the United States, are expected to be paid in the following calendar years:

	<b>Pension Benefits</b>	
		(in millions)
2025	\$ 258.8	
2026	\$ 0.1	
2027	\$ 0.1	
2028	\$ 0.8	
2029	\$ 0.5	
Years 2030 – 2034	\$ 4.1	

#### **Other Post-Employment Retirement Benefits**

We have liabilities related to other post-employment retirement benefits that were offered to certain employees of several legacy businesses owned by Enpro's predecessor as well as certain continuing operations. New employees are not offered these benefits and substantially all employees who were offered these benefits are retired. Disclosures related to these benefits are not included in the discussion and tables above. At December 31, 2024, we had \$ 3.8 million of liabilities related to these benefits of which \$ 0.2 million is a current liability.

#### **15. Shareholders' Equity**

We have a policy under which we intend to declare regular quarterly cash dividends on our common stock, as determined by our board of directors, after taking into account our cash flows, earnings, financial position and other relevant matters. In accordance with this policy, total dividend payments of \$ 25.3 million, \$ 24.3 million, and \$ 23.4 million were made during the years ended December 31, 2024, 2023, and 2022, respectively.

On February 13, 2025 we announced that our board of directors had increased the quarterly dividend to \$ 0.31 per share, commencing with the dividend to be paid on March 19, 2025 to all shareholders of record as of March 5, 2025.

Enpro's board of directors approved a new share repurchase authorization in October 2024, replacing the previous \$ 50.0 million authorization that expired in October 2024. No shares were purchased under the prior repurchase program. Under the replacement authorization, which, other than the expiration date, is identical to the prior authorization, the Company may repurchase up to \$ 50.0 million of shares in both open market and privately negotiated transactions. The Company's management is authorized to determine the timing and amount of any such repurchases based on its evaluation of market conditions, capital alternatives, and other factors. Repurchases may also be made under Rule 10b5-1 plans, which could result in the repurchase of shares during periods when the Company otherwise would be precluded from doing so under insider trading laws. The new share repurchase authorization expires in October 2026.

The shares for all repurchase plans are retired upon purchase.

## 16. Accumulated Other Comprehensive Income (Loss)

Changes in accumulated other comprehensive income (loss) by component (after tax) are as follows:

(in millions)	Unrealized Translation Adjustments	Pension and Other Postretirement Plans	Total
Balance at December 31, 2021	\$ 46.7	\$ (32.1)	\$ 14.6
Other comprehensive loss before reclassifications	(39.7)	(12.8)	(52.5)
Amounts reclassified from accumulated other comprehensive loss	1.4	(0.2)	1.2
Net current-period other comprehensive loss	(38.3)	(13.0)	(51.3)
Less: other comprehensive loss attributable to redeemable non-controlling interests	(3.4)	—	(3.4)
Net current-period other comprehensive loss attributable to Enpro Inc.	(34.9)	(13.0)	(47.9)
Balance at December 31, 2022	11.8	(45.1)	(33.3)
Other comprehensive income (loss) before reclassifications	12.3	(2.0)	10.3
Amounts reclassified from accumulated other comprehensive loss	—	0.8	0.8
Net current-period other comprehensive income (loss) attributable to Enpro Inc.	12.3	(1.2)	11.1
Balance at December 31, 2023	24.1	(46.3)	(22.2)
Other comprehensive loss before reclassifications	(30.5)	(14.9)	(45.4)
Amounts reclassified from accumulated other comprehensive loss	1.0	1.2	2.2
Net current-period other comprehensive loss attributable to Enpro Inc.	(29.5)	(13.7)	(43.2)
Balance at December 31, 2024	\$ (5.4)	\$ (60.0)	\$ (65.4)

Reclassifications out of accumulated other comprehensive income (loss) are as follows:

Details about Accumulated Other Comprehensive Loss Components	Amount Reclassified from Accumulated Other Comprehensive Loss			Affected Statement of Operations Caption	
	Years Ended December 31,				
	2024	2023	2022		
(in millions)					
Pension and other postretirement plans adjustments:					
Amortization of actuarial losses	\$ 1.6	\$ 0.8	\$ 0.6	(1)	
Amortization of prior service costs	—	(0.1)	0.2	(1)	
Curtailments	—	0.3	(1.0)	(1)	
Total before tax	1.6	1.0	(0.2)	Income (loss) from continuing operations before income taxes	
Tax benefit	(0.4)	(0.2)	—	Income tax expense	
Net of tax	\$ 1.2	\$ 0.8	\$ (0.2)	Income (loss) from continuing operations	
Release of unrealized currency translation adjustment upon sale of investment in foreign entity, net of tax	\$ 1.0	\$ —	\$ 1.4	Other (non-operating) income (expense); Income from discontinued operations, including gain on sale, net of taxes	

(1) These accumulated other comprehensive income (loss) components are included in the computation of net periodic pension cost. Since these are components of net periodic pension cost other than service cost, the affected Consolidated Statement of Operations caption is other (non-operating) expense. (See [Note 14](#), "Pension" for additional details).

## 17. Equity Compensation Plans

We have equity compensation plans (the "Plans") that provide for the delivery of shares pursuant to various market and performance-based incentive awards. As of December 31, 2024, there are 0.6 million shares available for future awards. Such amount assumes issuance at the maximum performance level for outstanding performance share awards. Our policy is to issue new shares to satisfy share delivery obligations for awards made under the Plans.

The Plans permit awards of restricted share units to be granted to executives and other key employees. Generally, share units awarded vest in equal annual increments over three years. Compensation expense related to the restricted share units is based upon the market price of the underlying common stock as of the date of the grant and is amortized over the applicable vesting period using the straight-line method. As of December 31, 2024, there was \$ 5.6 million of unrecognized compensation cost related to restricted share units expected to be recognized over a weighted-average remaining amortization period of 1.8 years.

Under the terms of the Plans, performance share awards were granted to executives and other key employees during 2024, 2023 and 2022. Each grant will vest to the extent Enpro achieves specific performance objectives at the end of each three-year performance period. Additional amounts under these awards are paid out if objectives are exceeded, but some or all the awards may be forfeited if objectives are not met.

Performance shares earned at the end of a performance period, if any, for shares issued in 2024 and 2023 will be paid in shares of our common stock, less the number of shares equal in value to applicable withholding taxes if the employee chooses. Performance shares earned at the end of a performance period for awards granted in 2022 will be paid in cash, less applicable withholding taxes. Awards are forfeited if a grantee terminates employment during the performance period, except in the case of retirement.

Compensation expense related to performance share awards payable in stock granted in 2024 and 2023 is computed using the fair value of the awards at the date of grant. Potential shares to be issued for performance share awards granted in 2024 and 2023 are subject to a market condition based on the performance of our stock, measured based upon a calculation of total shareholder return, compared to a group of peer companies. The fair value of these awards was determined using a Monte Carlo simulation methodology. Compensation expense for these awards was computed based upon this grant date fair value using the straight-line method over the applicable performance period.

The Monte Carlo simulation model utilizes multiple input variables that determine the probability of satisfying the market condition stipulated in the award and calculates the fair value of each award. We granted performance share awards, payable in shares of our common stock, to eligible participants on February 15, 2024 and February 16, 2023. We used the following assumptions in determining the fair value of these awards:

	Expected stock price volatility	Risk free interest rate
<b>Shares granted February 15, 2024</b>		
Enpro Inc.	32.89 %	4.34 %
S&P 600 Capital Goods Index	39.67 %	4.34 %
<b>Shares granted February 16, 2023</b>		
Enpro Inc.	36.78 %	4.34 %
S&P 600 Capital Goods Index	44.65 %	4.34 %

The expected volatility assumption for us and each member of the peer group is based on each entity's historical stock price volatility over a period equal to the length from the valuation date to the end of the performance cycle. The annual expected dividend yield is based on annual expected dividend payments and the stock price on the date of grant. The risk free rate equals the yield, as of the valuation date, on zero-coupon U.S. Treasury STRIPS that have a remaining term equal to the length of the remaining performance cycle.

During the first quarter of calendar years 2020, 2021, and 2022, the Company granted Performance Shares to certain key employees which are payable in cash after a three-year vesting period. The awards granted in 2020 and 2021 were settled in the

first quarter of 2023 and 2024, respectively. Actual payments to be made to participating employees are based on an initial target amount, which is adjusted based on the relative three-year performance of Enpro's share price versus a set of peer companies. Expense recognized for calendar 2024, 2023, and 2022 related to the cash-settled awards was \$ 2.5 million, \$ 9.1 million, and \$ 7.8 million, respectively. The total liability related to this Performance Share cash plan was \$ 8.3 million at December 31, 2024, of which \$ 7.7 million is classified as current.

Compensation expense related to the performance share awards payable in cash granted on February 15, 2022 is computed using the fair value of the awards as of December 31, 2024, which is the end of the performance period. Compensation issued for these performance share awards is subject to market conditions based on the performance of our stock, measured based upon a calculation of total shareholder return, compared to a group of peer companies.

As of December 31, 2024 there was \$ 5.2 million of unrecognized compensation cost related to nonvested performance share awards to be settled in shares of common stock. These costs are expected to be recognized over a weighted-average vesting period of 1.7 years.

A summary of award activity under the Plans is as follows:

	Restricted Share Units		Performance Shares - Equity	
	Shares	Weighted-Average	Shares	Weighted-Average
		Grant Date		Grant Date
Nonvested at December 31, 2023	113,559	107.07	60,120	148.97
Granted	54,862	162.91	53,448	233.69
Vested	( 51,300 )	96.34	—	—
Forfeited	( 11,531 )	135.92	( 11,786 )	185.74
Shares settled for cash	( 6,572 )	103.19	—	—
Nonvested at December 31, 2024	99,018	\$ 138.75	101,782	\$ 187.91

The maximum potential number of shares to be issued at December 31, 2024 is represented by the restricted share units nonvested balance at December 31, 2024. The number of nonvested performance share awards shown in the table above represents the maximum potential shares to be issued. We account for forfeitures when they occur as opposed to estimating the number of awards that are expected to vest as of the grant date.

Non-qualified and incentive stock options were granted in 2024, 2023, and 2022. No stock option has a term exceeding 10 years from the date of grant. All stock options were granted at not less than 100 % of fair market value (as defined) on the date of grant. As of December 31, 2024, there was \$ 2.8 million of unrecognized compensation cost related to stock options.

The following table provides certain information with respect to stock options as of December 31, 2024:

Range of Exercise Price	Stock Options Outstanding	Stock Options Exercisable	Weighted	Weighted Average
			Average Exercise Price	Remaining Contractual Life
Under \$ 80.00	25,724	25,724	\$ 53.78	5.16
Over \$ 80.00 and under \$ 100.00	41,182	41,182	\$ 80.88	6.19
Over \$ 100.00 and under \$ 120.00	103,981	55,658	\$ 108.39	7.59
Over \$ 120.00 and under \$ 140.00	2,908	968	\$ 120.79	8.83
Over \$ 140.00	38,073	—	\$ 156.20	9.16
Total	211,868	123,532	\$ 105.17	7.32

We determine the fair value of stock options using the Black-Scholes option pricing formula. Key inputs into this formula include expected term, expected volatility, expected dividend yield, and the risk-free interest rate. We use the closing stock price on the grant date for determining the fair value. This fair value is amortized on a straight line basis over the vesting period. All options issued vest in equal annual increments over three years with the exception of options granted on November 26, 2021 that vest equally at the end of one quarter years, one and one quarter years, and two and one quarter years.

The expected term represents the period that our stock options are expected to be outstanding, and is determined based on historical experience of similar awards, given the contractual terms of the awards, vesting schedules, and expectations of future employee behavior. The fair value of stock options reflects a volatility factor calculated using historical market data for Enpro's common stock. The dividend assumption is based on our current expectations for our dividend policy. We base the risk-free interest rate on the yield to maturity at the time of the stock option grant on zero-coupon U.S. government bonds having a remaining life equal to the option's expected life.

The following assumptions were used to estimate the indicated fair value of the 2024 option awards:

	Grant Date	
	February 15, 2024	February 27, 2024
Fair-value at grant date (per share)	\$ 66.29	\$ 66.84
Assumptions:		
Average expected term	6 years	6 years
Expected volatility	40.58 %	40.61 %
Risk-free interest rate	4.24 %	4.33 %
Expected dividend yield	0.77 %	0.77 %

The following assumptions were used to estimate the indicated fair value of the 2023 option awards:

	Grant Date		
	February 16, 2023	March 2, 2023	October 30, 2023
Fair-value at grant date (per share)	\$ 47.27	\$ 45.13	\$ 48.88
Assumptions:			
Average expected term	6 years	6 years	6 years
Expected volatility	39.59 %	39.75 %	40.38 %
Risk-free interest rate	4.02 %	4.22 %	4.84 %
Expected dividend yield	0.99 %	1.05 %	1.01 %

The following assumptions were used to estimate the indicated fair value of the 2022 option awards:

	Grant Date	
	February 15, 2022	February 24, 2022
Fair-value at grant date (per share)	\$ 38.86	\$ 39.07
Assumptions:		
Average expected term	6 years	6 years
Expected volatility	39.85 %	39.88 %
Risk-free interest rate	1.99 %	1.89 %
Expected dividend yield	1.06 %	1.05 %

A summary of option activity under the Plans as of December 31, 2024, and changes during the year then ended, is presented below:

	Stock Options Outstanding	Weighted Average Exercise Price
Balance at December 31, 2023	221,427	\$ 90.19
Granted	41,801	156.20
Exercised	( 45,324 )	74.60
Forfeited	( 6,036 )	138.42
Balance at December 31, 2024	<u>211,868</u>	<u>\$ 105.17</u>

The year-end intrinsic value related to stock options is presented below:

(in millions)	December 31,		
	2024	2023	2022
Options outstanding	\$ 14.3	\$ 14.7	\$ 4.9
Options exercisable	\$ 10.5	\$ 8.6	\$ 2.4

We recognized the following equity-based employee compensation expenses and benefits related to our options and RSUs:

(in millions)	Years Ended December 31,		
	2024	2023	2022
Compensation expense	\$ 9.1	\$ 8.8	\$ 6.0
Related income tax benefit	\$ 2.5	\$ 2.4	\$ 1.6

Equity-based employee compensation expenses related to our Performance Shares granted in 2023 and 2024 were \$ 3.1 million for 2024 and \$ 0.6 million for 2023. Related income tax benefits were \$ 0.8 million and \$ 0.2 million, respectively.

Each non-employee director received an annual grant of common stock (or, at the directors' election, phantom shares) equal in value to \$ 125,000 in the year ended December 31, 2024 and \$ 110,000 in the years ended December 31, 2023 and 2022. With respect to certain phantom shares awarded in prior years, we will pay each non-employee director in cash the fair market value of the director's phantom shares upon termination of service as a member of the board of directors. The remaining phantom shares granted will be paid out in the form of one share of our common stock for each phantom share, with the value of any fractional phantom shares paid in cash. Expense recognized in the years ended December 31, 2024, 2023 and 2022 related to these share and phantom share grants was \$ 1.1 million, \$ 1.2 million and \$ 1.0 million, respectively. No cash payments were used to settle phantom shares in 2024, 2023 or 2022.

## 18. Business Segment Information

We identify our two operating businesses, Sealing Technologies and Advanced Surface Technologies, as reportable segments. Factors considered in determining our reportable segments include the economic similarity of the businesses, the nature of products sold, or solutions provided, the production processes and the types of customers. Our President and Chief Executive Officer, which we have identified as our Chief Operating Decision Maker ("CODM"), regularly evaluates the individual performance of both operating segments by reviewing segment earnings before interest, income taxes, depreciation, amortization, and other selected items ("Adjusted Segment EBITDA"), which is segment revenue reduced by operating expenses and other costs identifiable with the segment, excluding acquisition and divestiture expenses, restructuring costs, impairment charges, non-controlling interest compensation, amortization of the fair value adjustment to acquisition date inventory, and depreciation and amortization. Adjusted Segment EBITDA is not defined under GAAP and may not be comparable to similarly-titled measures used by other companies. The CODM assesses Adjusted Segment EBITDA in comparison to prior periods, previously forecasted results and anticipated/experienced market trends in determining how to allocate operating and capital resources between the operating segments. The only significant segment expense categories reviewed by the CODM are cost of sales and selling, general, and administrative costs.

Our Sealing Technologies segment engineers and manufactures value-added products and solutions that safeguard a variety of critical environments, including: metallic, non-metallic and composite material gaskets; dynamic seals; compression packing; elastomeric components; custom-engineered mechanical seals used in diverse applications; hydraulic components; test, measurement and sensing applications; sanitary gaskets; hoses and fittings for hygienic process industries; fluid transfer products for the pharmaceutical and biopharmaceutical industries; and commercial vehicle solutions used in wheel-end and suspension components that customers rely upon to ensure safety on our roadways.

These products are used in a variety of markets, including chemical and petrochemical processing, nuclear energy, hydrogen, natural gas, food and biopharmaceutical processing, primary metal manufacturing, mining, water and waste treatment, commercial vehicle, aerospace (including commercial space), medical, filtration and semiconductor fabrication. In all these industries, the performance and durability of our proprietary products and solutions are vital for the safety and environmental protection of our customers' processes. Many of our products and solutions are used in highly demanding applications, often in harsh environments, where the cost of failure is extremely high relative to the cost of our offerings to our customers. These environments include those where extreme temperatures, extreme pressures, corrosive agents, strict tolerances, or worn equipment create challenges for product performance. Sealing Technologies offers customers widely recognized applied engineering, innovation, process know-how and enduring reliability, driving a lasting aftermarket for many of our products and solutions.

Our Advanced Surface Technologies (AST) segment applies proprietary technologies, processes, and capabilities to deliver a highly differentiated suite of products and solutions for challenging applications in high-growth markets. The segment's products and solutions are used in demanding environments requiring performance, precision and repeatability, with a low tolerance for failure. AST's products and solutions include: (i) cleaning, coating, testing, refurbishment and verification for critical components and assemblies used in semiconductor manufacturing equipment, with meaningful exposures to state-of-the-art advanced node chip applications; (ii) designing, manufacturing and selling specialized optical filters and proprietary thin-film coatings for the most challenging applications in the industrial technology, life sciences, and semiconductor markets; (iii) engineering and manufacturing complex front-end wafer processing sub-systems and new and refurbished electrostatic chuck pedestals for the semiconductor equipment industry; and (iv) engineering and manufacturing edge-welded metal bellows for the semiconductor equipment industry and critical applications in the space, aerospace and defense markets. In many instances, AST capabilities drive products and solutions that enable the performance of our customers' high-value processes through an entire life cycle.

The accounting policies of the reportable segments are the same as those for Enpro.

In the first quarter of 2024, we refined our definition of Adjusted Segment EBITDA and corporate expenses to include certain other income or expenses previously reported in other expense, net. These items were primarily comprised of bank fees and certain foreign exchange transaction gains and losses. As a result of this change, for the year ended December 31, 2023, we recast our results to increase corporate expenses by \$ 1.6 million. For the year ended December 31, 2022, we decreased Sealing Technologies Adjusted Segment EBITDA by \$ 1.3 million and increased Advanced Surface Technologies Adjusted Segment EBITDA by \$ 4.7 million in addition to increasing corporate expenses by \$ 1.7 million.

Non-controlling interest compensation allocation represents compensation expense associated with a portion of the rollover equity from the acquisitions of LeanTeq and Alluxa being subject to reduction for certain types of employment terminations of the sellers. This expense was recorded in selling, general, and administrative expenses on our Consolidated Statements of Operations and is directly related to the terms of the acquisitions. In the fourth quarter of 2022, Enpro acquired all of the LeanTeq non-controlling interests and all of the Alluxa non-controlling interests in the first quarter of 2024.

Segment operating results and other financial data for the years ended December 31, 2024, 2023, and 2022, with 2023 and 2022 recast to reflect the revised segment reporting requirements, were as follows:

**Year Ended December 31, 2024**

(in millions)	Sealing Technologies	Advanced Surface Technologies	Total
Sales from external customers	\$ 687.2	\$ 361.5	\$ 1,048.7
Intersegment sales	—	0.7	0.7
	687.2	362.2	1,049.4
Reconciliation of sales			
Elimination of intersegment sales			( 0.7 )
Total consolidated sales			1,048.7
Cost of sales	( 356.3 )	( 248.0 )	
Selling, General, and Administrative	( 145.6 )	( 105.0 )	
Other Operating <sup>1</sup>	( 2.4 )	( 3.5 )	
Adjusting Items:			
Acquisition expenses	4.3	—	
Amortization of fair value adjustment to acquisition date inventory	1.7	—	
Restructuring and impairment expense	2.4	3.5	
Depreciation and amortization expense	32.8	67.5	
Adjusted Segment EBITDA	\$ 224.1	\$ 76.7	\$ 300.8

**Year Ended December 31, 2023**

(in millions)	Sealing Technologies	Advanced Surface Technologies	Total
Sales from external customers	\$ 658.4	\$ 400.9	\$ 1,059.3
Intersegment sales	—	0.3	0.3
	658.4	401.2	1,059.6
Reconciliation of sales			
Elimination of intersegment sales			( 0.3 )
Total consolidated sales			1,059.3
Cost of sales	( 361.0 )	( 271.7 )	
Selling, General, and Administrative	( 131.3 )	( 102.9 )	
Goodwill impairment	—	( 60.8 )	
Other Operating <sup>1</sup>	( 3.0 )	( 1.0 )	
Adjusting Items:			
Acquisition expenses	1.1	—	
Non-controlling interest compensation allocation	—	( 0.3 )	
Restructuring and impairment expense	3.0	1.0	
Depreciation and amortization expense	25.1	69.2	
Goodwill impairment	—	60.8	
Adjusted Segment EBITDA	\$ 192.3	\$ 95.5	\$ 287.8

Year Ended December 31, 2022

(in millions)	Sealing Technologies	Advanced Surface Technologies	Total
Sales from external customers	\$ 623.4	\$ 475.8	\$ 1,099.2
Intersegment sales	0.9	0.3	1.2
	624.3	476.1	1,100.4
Reconciliation of sales			
Elimination of intersegment sales			( 1.2 )
Total consolidated sales			1,099.2
Cost of sales	( 361.4 )	( 315.9 )	
Selling, General, and Administrative	( 131.3 )	( 103.8 )	
Goodwill impairment	—	( 65.2 )	
Other Operating <sup>1</sup>	( 0.6 )	( 1.3 )	
Adjusting Items:			
Acquisition expenses	—	0.5	
Non-controlling interest compensation allocation	—	( 0.6 )	
Amortization of fair value adjustment to acquisition date inventory	—	13.3	
Restructuring and impairment expense	0.6	1.3	
Depreciation and amortization expense	26.2	76.6	
Goodwill impairment	—	65.2	
Adjusted Segment EBITDA	\$ 157.8	\$ 146.2	\$ 304.0

<sup>1</sup> Other Operating consists primarily of restructuring and other impairment related expenses.

	Years Ended December 31,		
	2024	2023	2022
(in millions)			
<b>Reconciliation of income from continuing operations before income taxes to Adjusted Segment EBITDA</b>			
Income from continuing operations before income taxes	\$ 94.4	\$ 37.7	\$ 28.3
Acquisition and divestiture expenses	4.3	1.1	0.5
Non-controlling interest compensation allocation	—	( 0.3 )	( 0.6 )
Amortization of fair value adjustment to acquisition date inventory	1.7	—	13.3
Restructuring and impairment expense	5.8	4.0	1.9
Depreciation and amortization expense	100.3	94.3	102.8
Corporate expenses	46.4	51.1	48.7
Interest expense, net	34.5	30.1	33.9
Goodwill impairment	—	60.8	65.2
Other expense (income), net	13.4	9.0	10.0
Adjusted Segment EBITDA	\$ 300.8	\$ 287.8	\$ 304.0

In the table above, corporate expenses include general corporate administrative costs. Expenses not directly attributable to the segments, corporate expenses, net interest expense, and income taxes are not included in the computation of Adjusted Segment EBITDA.

	Years Ended December 31,		
	2024	2023	2022
	(in millions)		
<b>Net Sales by Geographic Area</b>			
United States	\$ 601.7	\$ 640.3	\$ 687.4
Europe	152.4	149.6	139.7
Other foreign	294.6	269.4	272.1
<b>Total</b>	<b>\$ 1,048.7</b>	<b>\$ 1,059.3</b>	<b>\$ 1,099.2</b>

Net sales are attributed to countries based on location of the customer.

Due to the diversified nature of our business and the wide array of products that we offer, we sell into a number of end markets. Underlying economic conditions within these markets are a major driver of our segments' sales performance. Below is a summary of our third-party sales by major end market with which we did business for the years ended December 31, 2024, 2023 and 2022:

	Year Ended December 31, 2024		
	(in millions)		
	Sealing Technologies	Advanced Surface Technologies	Total
Aerospace	\$ 58.0	\$ 13.8	\$ 71.8
Chemical and material processing	85.1	—	85.1
Commercial vehicle	174.0	—	174.0
Food and pharmaceutical	67.7	—	67.7
General industrial	170.4	25.3	195.7
Oil and gas	52.0	5.7	57.7
Power generation	72.0	—	72.0
Semiconductors	8.0	316.7	324.7
<b>Total third-party sales</b>	<b>\$ 687.2</b>	<b>\$ 361.5</b>	<b>\$ 1,048.7</b>

	Year Ended December 31, 2023		
	(in millions)		
	Sealing Technologies	Advanced Surface Technologies	Total
Aerospace	\$ 47.5	\$ 10.8	\$ 58.3
Chemical and material processing	84.6	—	84.6
Commercial vehicle	198.4	—	198.4
Food and pharmaceutical	65.4	—	65.4
General industrial	166.1	26.9	193.0
Oil and gas	19.8	8.0	27.8
Power generation	68.3	—	68.3
Semiconductors	8.3	355.2	363.5
<b>Total third-party sales</b>	<b>\$ 658.4</b>	<b>\$ 400.9</b>	<b>\$ 1,059.3</b>

Year Ended December 31, 2022

(in millions)

	Advanced Surface Technologies			Total
	Sealing Technologies	Advanced Surface Technologies	Total	
Aerospace	\$ 41.2	\$ 6.1	\$ 47.3	
Chemical and material processing	77.6	—	77.6	
Commercial vehicle	191.2	—	191.2	
Food and pharmaceutical	70.8	—	70.8	
General industrial	172.0	33.5	205.5	
Oil and gas	21.4	5.2	26.6	
Power generation	43.1	0.1	43.2	
Semiconductors	6.1	430.9	437.0	
Total third-party sales	\$ 623.4	\$ 475.8	\$ 1,099.2	

Sales to one customer of our Advanced Surface Technologies segment represented approximately \$ 225.4 million, \$ 270.3 million, and \$ 296.5 million of our consolidated sales for the years ended December 31, 2024, 2023, and 2022, respectively.

Years Ended December 31,

2024 2023 2022

(in millions)

#### Capital Expenditures

Sealing Technologies	\$ 14.1	\$ 17.1	\$ 8.2
Advanced Surface Technologies	15.0	16.8	21.2
Total capital expenditures	\$ 29.1	\$ 33.9	\$ 29.4

#### Depreciation and Amortization Expense

Sealing Technologies	\$ 32.8	\$ 25.1	\$ 26.1
Advanced Surface Technologies	67.4	69.2	76.7
Corporate	0.1	0.2	0.3
Total depreciation and amortization	\$ 100.3	\$ 94.5	\$ 103.1

As of December 31,

2024 2023

(in millions)

#### Assets

Sealing Technologies	\$ 883.9	\$ 687.1
Advanced Surface Technologies	1,330.6	1,385.9
Corporate	277.0	426.5
	\$ 2,491.5	\$ 2,499.5

#### Long-Lived Assets

United States	\$ 184.7	\$ 184.4
France	9.5	9.6
Other Europe	3.5	3.9
Other foreign	48.0	44.4
Total	\$ 245.7	\$ 242.3

Corporate assets include all of our cash and cash equivalents and long-term deferred income taxes. Long-lived assets consist of property, plant and equipment and lease right of use assets.

## 19. Commitments and Contingencies

### *General*

A description of certain environmental and other legal matters relating to certain of our subsidiaries is included in this section. In addition to the matters noted herein, we are from time to time subject to, and are presently involved in, other litigation and legal proceedings arising in the ordinary course of business. We believe the outcome of such other litigation and legal proceedings will not have a material adverse effect on our financial condition, results of operations and cash flows. Expenses for administrative and legal proceedings are recorded when incurred.

### *Environmental*

Our facilities and operations are subject to federal, state and local environmental and occupational health and safety laws and regulations of the U.S. and foreign countries. We take a proactive approach in our efforts to comply with these laws and regulations as they relate to our manufacturing operations and in proposing and implementing any remedial plans that may be necessary. We also regularly conduct comprehensive environmental, health and safety audits at our facilities to maintain compliance and improve operational efficiency.

Although we believe past operations were in substantial compliance with the then applicable regulations, we or one or more of our subsidiaries are involved with various investigation and remediation activities at 21 sites. In addition to these 21 sites, the United States Environmental Protection Agency (the "EPA") has provided us notice that Enpro has potential responsibility at one additional site where one of our subsidiaries formerly conducted business operations but no longer does. We have responded to the EPA that we do not have responsibility at that site and are awaiting EPA's response. At 11 of the 21 sites, the future cost of investigation or remediation is expected to be less than \$ 500,000 . At 20 of the 21 sites, one or more of our subsidiaries (or an entity that merged with and into one of our subsidiaries) formerly conducted business operations but no longer do. We continue to conduct manufacturing operations at one site.

Our policy is to accrue environmental investigation and remediation costs when it is probable that a liability has been incurred and the amount can be reasonably estimated. For sites with multiple future projected cost scenarios for identified feasible investigation and remediation options where no one estimate is more likely than all the others, our policy is to accrue the lowest estimate among the range of estimates. The measurement of the liability is based on an evaluation of currently available facts with respect to each individual situation and takes into consideration factors such as existing technology, presently enacted laws and regulations and prior experience in the remediation of similar contaminated sites. Liabilities are established for all sites based on these factors. As assessments and remediation progress at individual sites, these liabilities are reviewed and adjusted to reflect additional technical data and legal information. As of December 31, 2024 and 2023, we had recorded liabilities aggregating \$ 40.7 million and \$ 39.0 million, respectively, for estimated future expenditures relating to environmental contingencies. The current portion of our aggregate environmental liability included in accrued liabilities at December 31, 2024, was \$ 11.3 million. These amounts have been recorded on an undiscounted basis in the Consolidated Balance Sheets . Given the uncertainties regarding the status of laws, regulations, enforcement policies, the impact of other parties potentially being fully or partially liable, technology and information related to individual sites, we do not believe it is possible to develop an estimate of the range of reasonably possible environmental loss in excess of our recorded liabilities.

We believe that our accruals for specific environmental liabilities are adequate based on currently available information. Based upon limited information regarding any incremental remediation or other actions that may be required at these sites, we cannot estimate any further loss or a reasonably possible range of loss related to these matters. Actual costs to be incurred in future periods may vary from estimates because of the inherent uncertainties in evaluating environmental exposures due to unknown and changing conditions, changing government regulations and legal standards regarding liability.

### Lower Passaic River Study Area

Based on our prior ownership of Crucible Steel Corporation a/k/a Crucible, Inc. ("Crucible"), we may have additional contingent liabilities in one or more significant environmental matters. One such matter, which is included in the 21 sites referred to above, is the Lower Passaic River Study Area of the Diamond Alkali Superfund Site in New Jersey. The Lower Passaic River Study Area includes a 17 -mile tidal portion of the Passaic River stretching from the river's mouth at Newark Bay to Dundee Dam in Garfield, New Jersey. Crucible operated a steel mill abutting the Passaic River in Harrison, New Jersey from the 1930s until 1974, which was one of many industrial operations on the river dating back to the 1800s. Certain contingent environmental liabilities related to this site were retained by a predecessor of EnPro Holdings when it sold a majority interest in Crucible Materials Corporation (the successor of Crucible) in 1985. The United States Environmental Protection Agency (the "EPA") notified our subsidiary in September 2003 that it is a potentially responsible party ("PRP") for Superfund response actions in the Lower Passaic River Study Area.

EnPro Holdings and approximately 70 of the numerous other PRPs, known as the Cooperating Parties Group, are parties to a May 2007 Administrative Order on Consent with the EPA to perform a Remedial Investigation/Feasibility Study ("RI/FS") of the contaminants in the Lower Passaic River Study Area. In September 2018, EnPro Holdings withdrew from the Cooperating Parties Group but remains a party to the May 2007 Administrative Order on Consent. The RI/FS was completed and submitted to the EPA at the end of April 2015. The RI/FS recommends a targeted dredge and cap remedy with monitored natural recovery and adaptive management for the Lower Passaic River Study Area. The cost of such remedy is estimated to be \$ 726 million.

Previously, on April 11, 2014, the EPA released its Focused Feasibility Study (the "FFS") with its proposed plan for remediating the lower eight miles of the Lower Passaic River Study Area, which is also referred to as Operating Unit 2 ("OU2"). The FFS calls for bank-to-bank dredging and capping of the riverbed of that portion of the river and estimates a range of the present value of aggregate remediation costs of approximately \$ 953 million to approximately \$ 1.73 billion, although estimates of the costs and the timing of costs are inherently imprecise. On March 3, 2016, the EPA issued the final Record of Decision ("ROD") as to the remedy for OU2, with the maximum estimated cost being reduced by the EPA from \$ 1.73 billion to \$ 1.38 billion, primarily due to a reduction in the amount of cubic yards of material that will be dredged. In October 2016, Occidental Chemical Corporation, the successor to the entity that operated the Diamond Alkali chemical manufacturing facility, reached an agreement with the EPA to develop the design for this proposed remedy at an estimated cost of \$ 165 million. The EPA has estimated that it will take approximately four years to develop this design. On June 30, 2018, Occidental Chemical Corporation sued over 120 parties, including the Company, in the United States District Court for New Jersey seeking recovery of response costs under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA").

On April 14, 2021, the EPA issued its proposed remedy for the remaining portions of the Lower Passaic River Study Area (i.e., the upper nine miles of the river) with an estimated present value cost of approximately \$ 441 million. The proposed remedy would involve dredging and capping of the river sediment as an interim remedy followed by a period of monitoring to evaluate the response of the river system to the interim remedy.

When the EPA initiated the allocation process in 2017, it explained that a fair, carefully structured, information-based allocation was necessary to promote settlements. With the completion of the allocation process, in the second quarter of 2021 the EPA began settlement negotiations with the parties that participated in the allocation process, including EnPro Holdings, to resolve the settling parties' liability as to the full 17 -mile Lower Passaic River Study Area (including OU2). In September 2022, EnPro Holdings paid \$ 5.9 million as part of a settlement between those parties and EPA. The court approved and entered the settlement on December 18, 2024. The payment will be held in escrow until the deadline for filing an appeal has passed and all appeals (as applicable) have been resolved. Our reserve for the Lower Passaic River Study Area at December 31, 2024 was \$ 0.7 million. Further adjustments to our reserve for the site are possible as new or additional information becomes available.

Except with respect to the Lower Passaic River Study Area, we are unable to estimate a reasonably possible range of loss related to any other contingent environmental liability based on our prior ownership of Crucible. See the section entitled "Crucible Steel Corporation a/k/a Crucible, Inc." in this footnote for additional information.

#### Arizona Uranium Mines

EnPro Holdings has received notices from the EPA asserting that it is a potentially responsible party under the CERCLA as the successor to a former operator of eight uranium mines in Arizona. The former operator conducted operations at the mines from 1954 to 1957. In the 1990s, remediation work performed by others at these sites consisted of capping the exposed areas of the mines. We have previously reserved amounts of probable loss associated with these mines, principally including the cost of the investigative work to be conducted at such mines. We entered into an Administrative Settlement Agreement and Order on Consent for Interim Removal Action with the EPA effective November 7, 2017 for the performance of this work. We entered into a First Modification of Original Administrative Settlement Agreement and Order on Consent effective July 8, 2022 for the performance of Engineering Evaluations and Cost Analyses of potential remedial options at each of the sites. In 2020, EPA initiated group discussions with EnPro Holdings and other potentially responsible parties to resolve various technical issues, including the development of cleanup standards. Based on these discussions and subsequent discussions with other responsible parties with similar sites, we have concluded that further remedial work beyond maintenance of and minor repairs to the existing caps is probable, and we have evaluated the feasibility of various remediation scenarios. Our reserve at December 31, 2024 for this site was \$ 12.2 million, which reflects the low end of the range of our reasonably likely liability with respect to these sites. We are not able at this time to estimate the upper end of a range of liability with respect to these sites.

On October 18, 2021, the United States District Court for the District of Arizona approved and entered a Consent Decree pursuant to which the U.S. government will reimburse the Company for 35 % of necessary costs of response, as defined in 42 U.S.C. section 9601(25), previously or to be in the future incurred by the Company which arise out of or in connection with releases or threatened releases of hazardous substances at or emanating from the mine sites. We expect future contributions of

\$ 3.2 million from the U.S. government towards remediation of the site. This amount was included in other assets in the accompanying consolidated balance sheet at December 31, 2024.

#### GGB Industrial Site Remediation Act (ISRA) Investigation and Cleanup

Under the agreement governing the November 2022 sale of GGB to The Timken Company, Enpro retained responsibility for compliance with New Jersey's Industrial Site Remediation Act ("ISRA") with respect to two GGB facilities located in Thorofare, New Jersey, which are collectively one of the 21 sites referenced above. ISRA requires the environmental investigation and remediation of industrial properties in association with the closure, sale or transfer of operations. All work under ISRA must be conducted under the direction of a Licensed Site Remediation Professional ("LSRP") certified by a state licensing board. On September 9, 2024, the Company's LSRP submitted Preliminary Assessment and Site Investigation Reports ("PA/SI Reports") for this site to the state agency, confirming that the preliminary assessment identified, among other things, concentrations of certain per- and polyfluoroalkyl substances ("PFAS") in soil and groundwater at the site. The PA/SI Reports also include the LSRP's recommendations to further investigate the PFAS impacts in soil and groundwater at the site. Our reserve at December 31, 2024 for the site was \$ 2.8 million. These reserves are based on currently available facts about the site and may be revised as investigation of the site continues in accordance with the ISRA requirements, or based on future technical consultation with the state agency.

#### Water Valley

In connection with operation of a former operation of a division of EnPro Holdings, the Company has been implementing and managing a solution to clean trichloroethylene ("TCE") soil and groundwater contamination at the location of a former operation in Water Valley, Mississippi (the "Water Valley Facility"). The Water Valley Facility was operated by a corporate predecessor of EnPro Holdings from 1972 through 1996, prior to Enpro's formation in 2002. By 1987, TCE was no longer used at the Water Valley Facility. In 1996, Enpro Holdings' corporate predecessor sold the division, including the Water Valley Facility, to Borg Warner. In 2021, BorgWarner sold the Water Valley Facility to Solero Technologies, which currently operates it.

On June 4, 2024, 8 former employees at the Water Valley Facility filed a complaint in the United States District Court, Northern District of Mississippi against EnPro Industries, Inc., EnPro Holdings and others alleging personal injury and other claims related to alleged occupational exposure to TCE. Legal counsel for the eight claimants have indicated in preliminary discussions with the Company's legal counsel that they have identified a significant number of additional potential claimants in this matter for whom they may file complaints. At this time, the Company does not have further information regarding additional potential claimants and no such additional claims have been filed.

Our reserve at December 31, 2024 for the site was \$ 8.7 million for on-going cleanup and monitoring costs and operation of a permanent vapor intrusion remediation system. Given the early stage of the litigation, Enpro cannot estimate a range of reasonably possible outcomes of the eight pending claims or any other claims based on similar allegations, and no reserves have been accrued for the litigation at December 31, 2024.

#### Other Environmental

In addition to the four sites discussed above, we have additional reserves of \$ 16.2 million for the remaining 17 sites. These amounts represent a reasonable estimate of our probable future costs to remediate these sites given the facts and circumstances known at December 31, 2024.

#### *Crucible Steel Corporation a/k/a Crucible, Inc.*

Crucible, which was engaged primarily in the manufacture and distribution of high technology specialty metal products, was a wholly owned subsidiary of EnPro Holdings until 1983 when its assets and liabilities were distributed to a new subsidiary, Crucible Materials Corporation. EnPro Holdings sold a majority of the outstanding shares of Crucible Materials Corporation in 1985 and divested its remaining minority interest in 2004. Crucible Materials Corporation filed for Chapter 11 bankruptcy protection in May 2009 and is no longer conducting operations.

We have certain ongoing obligations, which are included in other liabilities in our Consolidated Balance Sheets, including workers' compensation, retiree medical and other retiree benefit matters, in addition to those mentioned previously related to EnPro Holdings' period of ownership of Crucible. Based on EnPro Holdings' prior ownership of Crucible, we may have certain additional contingent liabilities, including liabilities in one or more significant environmental matters included in the matters discussed in "Environmental" above. We are investigating these matters. Except with respect to those matters for which we have an accrued liability as discussed in "Environmental" above, we are unable to estimate a reasonably possible range of loss related to these contingent liabilities.

#### *Warranties*

We provide warranties on many of our products. The specific terms and conditions of these warranties vary depending on the product and the market in which the product is sold. We record a liability based upon estimates of the costs we may incur under our warranties after a review of historical warranty experience and information about specific warranty claims. Adjustments are made to the liability as claims data, historical experience, and trends result in changes to our estimate.

Changes in the carrying amount of the product warranty liability for the years ended December 31, 2024, 2023 and 2022 are as follows:

	2024	2023	2022
	(in millions)		
Balance at beginning of year	\$ 6.4	\$ 5.2	\$ 4.9
Charges to expense	0.6	2.6	2.2
Settlements made	( 1.3 )	( 1.4 )	( 1.9 )
Balance at end of year	<u><u>\$ 5.7</u></u>	<u><u>\$ 6.4</u></u>	<u><u>\$ 5.2</u></u>

#### **20. Discontinued Operation and Dispositions**

In the third quarter of 2022, we entered into an agreement to sell our GGB business and announced our intention to sell Garlock Pipeline Technologies, Inc. ("GPT"). These businesses comprised our remaining Engineered Materials segment ("Engineered Materials"). As a result of classifying the GGB and GPT businesses as held for sale in the third quarter of 2022, we determined Engineered Materials to be discontinued operations. Accordingly, we have reported, for all periods presented, the financial condition, results of operations, and cash flows of Engineered Materials as discontinued operations in the accompanying financial statements.

On January 30, 2023 we completed the sale of GPT. In 2023, we received \$ 28.9 million, net of transaction fees and cash sold, resulting in a pretax gain of \$ 14.6 million recognized in the first quarter of 2023.

The sale of GGB closed on November 4, 2022 to The Timken Company. We received \$ 298.2 million, net of transaction fees and cash sold, including \$ 3.1 million of payments made in the first quarter of 2023. We recorded a pre-tax gain of \$ 189.1 million as part of our discontinued operations in the fourth quarter of 2022. The sale of GGB included a subsidiary of our Sealing Technologies segment which is not part of the discontinued operations described above. We recorded a pre-tax loss of \$ 0.4 million related to the sale of this subsidiary. The loss on sale as well as operating activity of this subsidiary are included in continuing operations up to the date of the sale.

The results of our discontinued operations were as follows:

	Years Ended December 31,	
	2023	2022
	(in millions)	
Net sales	\$ 2.0	\$ 188.9
Cost of sales	1.3	124.6
Gross profit	0.7	64.3
Operating expenses:		
Selling, general, and administrative expenses	0.4	43.8
Other	—	0.2
Total operating expenses	0.4	44.0
Operating income from discontinued operations	0.3	20.3
Income from discontinued operations before income taxes	0.3	20.3
Income tax benefit (expense)	(0.1)	1.8
Income from discontinued operations, net of taxes before gain from sale of discontinued operations	0.2	22.1
Gain from sale of discontinued operations, net of taxes	11.2	176.3
Income from discontinued operations, net of taxes	\$ 11.4	\$ 198.4

**SCHEDULE II**  
**Valuation and Qualifying Accounts**  
**For the Years Ended December 31, 2024, 2023 and 2022**  
**(in millions)**

**Allowance for Doubtful Accounts**

	Balance, Beginning of Year	Expense (income)	Write-off of Receivables	Other (1)	Balance, End of Year
2024	\$ 2.0	\$ (0.1)	\$ (1.1)	\$ 0.2	\$ 1.0
2023	\$ 2.9	\$ (0.3)	\$ (0.7)	\$ 0.1	\$ 2.0
2022	\$ 2.1	\$ 1.0	\$ (0.2)	—	\$ 2.9

(1) Consists primarily of the effect of changes in currency rates.

**Deferred Income Tax Valuation Allowance**

	Balance, Beginning of Year	Expense (income)	Other (2)	Balance, End of Year
2024	\$ 2.7	\$ 1.0	—	\$ 3.7
2023	\$ 10.7	\$ (8.1)	0.1	\$ 2.7
2022	\$ 8.9	\$ 2.3	(0.5)	\$ 10.7

(2) Consists primarily of the effects of changes in currency rates and statutory changes in tax rates.

**MANAGEMENT CONTINUITY AGREEMENT**

**THIS AGREEMENT** is dated as of this \_\_\_\_ day of [MONTH], 2024 between [NAME] ("Executive") and Enpro Inc., a North Carolina corporation (the "Company").

**WHEREAS**, Executive and the Company previously entered into a Management Continuity Agreement effective as of [DATE] (the "Original Agreement"), which currently governs the treatment of Executive in the event that there is, or is threatened, a change in control of the Company; and

**WHEREAS**, the Company continues to recognize that the uncertainty and questions which may arise among key management in connection with the possibility of a change in control may result in the departure or distraction of key management personnel to the detriment of the Company and its shareholders; and

**WHEREAS**, the Company desires to enter into the Agreement with Executive to clarify the protection that would be provided to Executive in the event of a change in control of the Company as set forth in this Agreement, which shall supersede and replace in its entirety the Original Agreement, in order to induce Executive to remain in the employ of the Company notwithstanding any risks and uncertainties created by the possibility of a change in control of the Company;

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises herein contained, the parties agree as follows:

1. **Term.** The "Term" of this Agreement shall mean the period commencing on the Effective Date and ending twenty-four (24) months after such date; provided, however, that commencing on the date twenty-four (24) months after the Effective Date, and on each annual anniversary of such date (such date and each annual anniversary thereof shall be hereinafter referred to as the "Renewal Date"), the Term shall be automatically extended for one additional year, unless at least ninety (90) days prior to the Renewal Date the Company shall give notice to the Executive that the Term shall not be so extended.

2. **Period of Employment.** Executive's "Period of Employment" shall commence on the date on which a Change in Control occurs during the Term and shall end on the date that is twenty-four (24) months after the date on which such Change in Control occurs (subject to the provisions of Section 20 below pursuant to which the Period of Employment may be deemed to have commenced prior to the date of a Change in Control in certain circumstances).

3. **Certain Definitions.** For purposes of this Agreement:

"Annual Performance Plan" means the EnPro Industries, Inc. Senior Executive Annual Performance Plan (or any successor plan).

"Board" shall mean the Board of Directors of the Company.

"Cause" shall mean Executive's termination of employment with the Company due to (A) the willful and continued failure by Executive to substantially perform Executive's duties with the Company, which failure causes material and demonstrable injury to the Company (other than any such failure resulting from Executive's incapacity due to physical or mental illness), after a demand for substantial performance is delivered to Executive by the Board which specifically identifies the manner in

which the Board believes that Executive has not substantially performed Executive's duties, and after Executive has been given a period (hereinafter known as the "Cure Period") of at least thirty (30) days to correct Executive's performance, (B) the willful engaging by Executive in other gross misconduct materially and demonstrably injurious to the Company, (C) conviction of a felony or a misdemeanor involving moral turpitude, (D) Executive's willful receipt of an improper personal benefit that demonstrably injures the Company, (E) Executive's willful and material violation of the Company's written policies after being provided written notice of such violation and a Cure Period of at least thirty (30) days, and (F) failure to resign as an officer or director position following Notice of Termination. For purposes hereof, no act, or failure to act, on Executive's part shall be considered "willful" unless conclusively demonstrated to have been done, or omitted to be done, by Executive not in good faith and without reasonable belief that Executive's action or omission was in the best interests of the Company. Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a Notice of Termination which shall include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to Executive and an opportunity for Executive, together with Executive's counsel, to be heard before the Board), finding that in the good faith opinion of the Board Executive was guilty of conduct set forth above in clauses (A) and (E) (including the expiration of the Cure Period without the correction of Executive's performance), or clauses (B) or (D) above and specifying the particulars thereof in detail.

"Change in Control" shall mean:

- (i) The acquisition by 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")), of beneficial ownership (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 (the "Outstanding Company 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 (the "Outstanding Company Voting Securities"); provided, however, that the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company (other than by exercise of a conversion privilege), (B) any acquisition by the Company or any of its subsidiaries, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its subsidiaries or (D) any acquisition by any company with respect to which, following such acquisition, more than 70% of, respectively, the then outstanding shares of common stock of such company and the combined voting power of the then outstanding voting securities of such company entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such acquisition in substantially the same proportions as their ownership, solely in their capacity as shareholders of the Company, immediately prior to such acquisition, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be;
- (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 becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent

Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest;

(iii) consummation of a reorganization, merger or consolidation, in each case, with respect to which all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such reorganization, merger or consolidation, do not, following such reorganization, merger or consolidation, beneficially own, directly or indirectly, solely in their capacity as shareholders of the Company, more than 70% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the company resulting from such reorganization, merger or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger or consolidation of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be; or

(iv) consummation of (A) a complete liquidation or dissolution of the Company or (B) a sale or other disposition of all or substantially all of the assets of the Company, other than to a company, with respect to which following such sale or other disposition, more than 70% of, respectively, the then outstanding shares of common stock of such company and the combined voting power of the then outstanding voting securities of such company entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities, solely in their capacity as shareholders of the Company, who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be.

Notwithstanding the foregoing, if it is determined that a payment hereunder is subject to the requirements of Section 409A ("Section 409A") of the Internal Revenue Code of 1986, as amended, the Company will not be deemed to have undergone a Change in Control unless the Company is deemed to have undergone a "change in control event" pursuant to the definition of such term in Section 409A, to the extent necessary for such payment to comply with the requirements of Section 409A.

"Date of Termination" is as defined in Section 8 below.

"Effective Date" means the date of execution of this Agreement.

"Equity Compensation Plan" means the EnPro Industries, Inc. 2020 Equity Compensation Plan (or any successor plan).

"Good Reason" shall mean (i) without Executive's express written consent, (A) a material diminution in Executive's authority, duties or responsibilities; (B) a material diminution in the authority, duties or responsibilities of the supervisor to whom Executive reports, (C) a material diminution in the budget over which the Executive has authority; (D) a material diminution of Executive's base salary; (E) a material change in the annual or long-term incentive plan in which Executive currently participates such that Executive's opportunity to earn incentive compensation

is materially impaired; (F) a material reduction, in the aggregate, of the benefit plans and programs in which Executive participates; (G) a substantial and material increase in Executive's obligation to travel on the Company's business over Executive's present business travel obligations; (H) a material change in the geographic location at which Executive provides services to the Company, provided that such change shall be more than fifty (50) miles from such location; (I) the material breach of this Agreement by the Company; (J) the failure of the Company to obtain the assumption of and the agreement to perform this Agreement by any successor as contemplated in Section 11 hereof; or (K) any purported termination of Executive's employment during the Period of Employment which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 7 hereof, provided that (ii) Executive provides notice to the Company of the existence of such condition within ninety (90) days of the condition first occurring, (iii) the Company has been provided a period of thirty (30) days to cure the condition and (iv) Executive terminates his or her employment within two (2) years following the initial existence of such condition.

"Incapacity Discharge" means Executive's termination of employment with the Company if, as a result of Executive's incapacity due to physical or mental illness, Executive shall have been absent from Executive's duties with the Company on a full-time basis for one-hundred twenty (120) consecutive business days, and within thirty (30) days after a written Notice of Termination is given, Executive shall not have returned to the full-time performance of Executive's duties.

"Notice of Termination" is as defined in Section 7 below.

"Original Agreement" is as defined in the introductory paragraphs to this Agreement.

"Payment Period" shall mean the twenty-four (24) month period immediately following Executive's Date of Termination.

"Performance Shares" means equity awards granted under the Equity Compensation Plan that become earned based on achievement of performance goals over a performance period which is greater than one (1) year.

"Target Incentive Amount" is a value determined by multiplying (i) Executive's annualized total gross base salary for a calendar year by (ii) the incentive target percentage applicable to Executive under the Annual Performance Plan for the same calendar year.

4 . **Compensation During Period of Employment.** For so long during Executive's Period of Employment as Executive is an employee of the Company, the Company shall be obligated to compensate Executive as follows:

- (a) Executive shall continue to receive Executive's full base salary at the rate in effect immediately prior to the Change in Control.
- (b) Executive shall continue to participate in all benefit and compensation plans (including but not limited to the Equity Compensation Plan and the Annual Performance Plan, as well as any deferred compensation plan, 401(k) plan, savings plan, flexible benefits plan, life insurance plan, health and accident plan or disability plan of the Company) in which Executive participated immediately prior to the Change in Control, or in plans providing substantially similar benefits, in either case upon terms and conditions and at levels comparable to those

provided to Executive under the plans in which Executive was participating immediately prior to the Change in Control;

(c) Executive shall continue to receive fringe benefits, perquisites, and similar arrangements that are substantially similar to those that Executive was entitled to receive immediately prior to the Change in Control; and

(d) Executive shall continue to receive annually the number of paid vacation days and holidays Executive was entitled to receive immediately prior to the Change in Control.

**5 . Compensation Upon Termination of Employment.** The following provisions set forth the benefits that may become payable to Executive upon termination of employment with the Company during the Period of Employment in accordance with, and subject to, the provisions of Sections 5(g), 6 and 20 below:

(a) A lump sum payment in an amount equal to the sum of the following:

(i) any base salary that is earned but unpaid as of the Date of Termination; and

(ii) a pro rata portion of Executive's Target Incentive Amount under the Annual Performance Plan for the calendar year in which the Date of Termination occurs (based on the number of calendar days in such calendar year completed through the Date of Termination).

Any amounts payable under Section 5(a)(ii) above shall be offset dollar-for-dollar by any pro rata payments otherwise provided for under the Annual Performance Plan.

(b) In lieu of any salary payments that Executive would have received if Executive had continued in the employment of the Company during the Payment Period, the Company shall pay to Executive a lump sum payment in an amount equal to one-twelfth of Executive's annualized base salary in effect immediately prior to the Date of Termination, multiplied by the number of months in the Payment Period.

(c) In lieu of any further awards under the Annual Performance Plan that Executive would have received if Executive had continued in the employment of the Company during the Payment Period, the Company shall pay to Executive a lump sum in an amount equal to the number of months in the Payment Period multiplied by the greatest of one-twelfth of: (A) the amount most recently paid to Executive for a full calendar year under the Annual Performance Plan; (B) Executive's Target Incentive Amount under the Annual Performance Plan for the calendar year in which his or her Date of Termination occurs; or (C) Executive's Target Incentive Amount under the Annual Performance Plan in effect prior to the Change in Control for the calendar year in which the Change in Control occurs.

(d) A lump sum payment in an amount equal to (i) the number of months in the Payment Period multiplied by (ii) the monthly premiums payable by Executive for coverage for Executive and Executive's eligible dependents under the Company's group medical and dental plans in which Executive participates immediately prior to the Date of Termination (without regard to whether Executive elects to receive continuation coverage under those plans after the Date of Termination), such amount to be increased for any applicable income or payroll taxes (but not excise taxes) payable by Executive on such amount (assuming maximum marginal income tax rates).

(e) The vesting of any outstanding awards under the Equity Compensation Plan, including any outstanding Performance Shares, will be determined according to the terms and provisions of the Equity Compensation Plan and applicable award agreement, provided that such vesting treatment shall, at a minimum, provide for prorated vesting of Performance Shares based on the greater of (i) achievement of the performance goals at their "target" level, and (ii) achievement of the performance goals at their actual level, determined as of the Company's fiscal quarter end immediately preceding the Change in Control.

(f) In no event shall any amount payable to Executive described in this Section 5 be considered compensation or earnings under any pension, savings or other retirement plan of the Company.

(g) Except for the payment of earned but unpaid base salary pursuant to Section 5(a)(i) above, all payments provided under Sections 5(a)-(d) are conditioned upon and subject to Executive's execution of a general waiver and release of all claims against the Company, its affiliates, and each of their officers, directors, employees and agents (except for claims arising under the Company's benefit plans or from the continuing obligation of the Company to indemnify Executive), such release becoming effective no more than thirty (30) days following the Executive's Date of Termination. Such payments will commence as soon as practicable after the release becomes effective, and in no event later than sixty (60) days following the Executive's Date of Termination, provided that if the 30-day period spans two calendar years, to the extent necessary to comply with Section 409A, the payments will commence in the second calendar year. Base salary payable pursuant to Section 5(a)(i) shall be paid no later than the fifth business day following the Date of Termination.

## 6. Termination.

(a) **Termination Without Compensation.** If Executive's employment is terminated for any of the following reasons, Executive shall not be entitled by virtue of this Agreement to any of the benefits provided in the foregoing Section 5:

(i) If, prior to the commencement of the Period of Employment, Executive's employment with the Company is terminated at any time for any reason, including without limitation due to (A) Executive's death, (B) an Incapacity Discharge, (C) a termination initiated by the Company with or without Cause or (D) a termination initiated by Executive with or without Good Reason, subject, however, to the provisions of Section 20 below.

(ii) If Executive's employment with the Company is terminated during the Period of Employment with Cause.

(iii) If Executive voluntarily terminates employment with the Company during the Period of Employment without Good Reason.

(b) **Termination with Compensation.** If Executive's employment is terminated for any of the following reasons, Executive shall be entitled by virtue of this Agreement to the benefits provided in the foregoing Section 5 as follows:

(i) If, during the Period of Employment, the Company discharges Executive other than for Cause, Executive shall receive all of the benefits and payments provided in Section 5.

(ii) Executive may terminate his or her employment with the Company at any time during the Period of Employment for Good Reason ("Good Reason Termination") and shall receive all of the benefits and payments provided in Section 5.

(iii) If, during the Period of Employment, the Company discharges Executive due to an Incapacity Discharge when Executive has cause to terminate his or her employment as a Good Reason Termination (whether or not Executive has provided Notice of Termination to the Company pursuant to Section 7), Executive shall receive all of the benefits and payments provided in Section 5.

(iv) If Executive dies while employed by the Company during the Period of Employment while having cause to terminate Executive's employment as a Good Reason Termination (whether or not Executive has provided Notice of Termination to the Company pursuant to Section 7), Executive's beneficiary or beneficiaries named on Exhibit 1 to this Agreement (or Executive's estate if Executive has not named a beneficiary) shall be entitled to receive those payments provided under Sections 5(a)-(c) of this Agreement in addition to any benefits that such beneficiaries would be entitled under any other plan, program or policy of the Company as a result of Executive's employment with the Company.

(v) Executive may become eligible for the benefits and payments under Section 5 for termination of employment prior to a Change in Control in accordance with, and subject to, the provisions of Section 20 below.

7. **Notice of Termination.** Any termination of Executive's employment by the Company or any termination by Executive as a Good Reason Termination shall be communicated by written notice to the other party hereto. For purposes of this Agreement, such notice shall be referred to as a "Notice of Termination." Such notice shall, to the extent applicable, set forth the specific reason for termination, and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated.

8. **Date of Termination.** "Date of Termination" shall mean:

(a) If Executive terminates Executive's employment as a Good Reason Termination, the date specified in the Notice of Termination, but in no event more than sixty (60) days after Notice of Termination is given.

(b) If Executive's employment is terminated with Cause, the date on which a Notice of Termination is given, except that the Date of Termination shall not be any date prior to the date on which the Cure Period expires without the correction of Executive's performance (if applicable).

(c) If Executive's employment pursuant to this Agreement is terminated following absence due to physical incapacity as an Incapacity Discharge, then the Date of Termination shall be thirty (30) days after Notice of Termination is given (provided that Executive shall not have returned to the performance of Executive's duties on a full-time basis during such thirty (30) day period).

(d) A termination of employment by either the Company or by Executive shall not affect any rights Executive or Executive's surviving spouse or beneficiaries may have pursuant to any other agreement or plan of the Company providing benefits to Executive, except as provided in such agreement or plan.

**9. Adjustments to Payments.**

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by the Company to Executive or for Executive's benefit (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Payments")) would be subject to the excise tax imposed by Section 4999 (or any successor provisions) of the Internal Revenue Code of 1986, as amended (the "Code")), or any interest or penalty is incurred by Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, is hereinafter collectively referred to as the "Excise Tax"), then the Payments shall be reduced (but not below zero) if and to the extent that such reduction would result in Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the imposition of the Excise Tax), than if Executive received all of the Payments. The Company shall reduce or eliminate the Payments, by first reducing or eliminating the portion of the Payments which are not payable in cash and then by reducing or eliminating cash payments, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the determination.

(b) All determinations required to be made under this Section 9, including whether and when an adjustment to any Payments is required and, if applicable, which Payments are to be so adjusted, shall be made by PricewaterhouseCoopers LLC (or their successors) (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and to Executive within fifteen (15) business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by Executive, it shall furnish Executive with a written opinion that failure to report the Excise Tax on Executive's applicable federal income tax return would not result in the imposition of a negligence or similar penalty. Any determination by the Accounting Firm shall be binding upon the Company and Executive.

**10. No Obligation to Mitigate Damages, No Effect on Other Contractual Rights.** Except as provided under the Company's Dodd-Frank Clawback Policy or otherwise required by Section 10D of the Securities Exchange Act of 1934 and the rules, regulations, and listing standards related thereto, Executive shall not be required to refund the amount of any payment or employee benefit provided for or otherwise mitigate damages under this Agreement by seeking or accepting other employment or otherwise, nor shall the amount of any payment required to be made under this Agreement be reduced by any compensation earned by Executive as the result of any employment by another employer after the date of termination of Executive's employment with the Company, or otherwise.

The provisions of the Agreement, and any payment or benefit provided for hereunder shall not reduce any amount otherwise payable, or in any way diminish Executive's existing rights, or rights which would occur solely as a result of the passage of time, under any other agreement, contract, plan or arrangement with the Company.

**11. Successors and Binding Agreement.**

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance satisfactory to Executive, to assume and agree to perform this Agreement.

(b) This Agreement shall be binding upon the Company and any successor of or to the Company, including, without limitation, any person acquiring directly or indirectly all or substantially all of the assets of the Company whether by merger, consolidation, sale or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but shall not otherwise be assignable by the Company.

(c) This Agreement shall inure to the benefit of and be enforceable by Executive and Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If Executive should die while any amounts would still be payable to Executive pursuant to Sections 5 and 6 hereunder if Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's devisee, legatee, or other designee or, if there be no such designee, to Executive's estate.

**12. Notices.** For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed either by (i) United States registered mail, return receipt requested, postage prepaid, or (ii) by using a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2), addressed to the respective addresses set forth on the first page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Chief Executive Officer of the Company with a copy to the Secretary of the Company, or to such other address as either party may have furnished to the other in writing, except that notices of change of address shall be effective only upon receipt.

**13. Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of North Carolina, without giving effect to the principles of conflict of laws of such State.

**14. Miscellaneous.** No provisions of this Agreement may be modified, waived or discharged, and this Agreement may not be terminated before the end of the Term, unless such waiver, modification, discharge or termination is agreed to in a writing signed by Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with, 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 at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof, have been made by either party which is not set forth expressly in this Agreement.

**15. Validity.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**16. 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 will constitute one and the same agreement.

17. **Withholding of Taxes.** The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or government regulation or ruling.

18. **Nonassignability.** This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder, except as provided in Section 11 above. Without limiting the foregoing, Executive's right to receive payments hereunder shall not be assignable or transferable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by Executive's will or by the laws of descent and distribution and in the event of any attempted assignment or transfer contrary to this Section 18 the Company shall have no liability to pay any amounts so attempted to be assigned or transferred.

19. **Legal Fees and Expenses.** If a Change in Control shall have occurred, thereafter the Company shall pay and be solely responsible for any and all attorneys' and related fees and expenses incurred by Executive to successfully (in whole or in part and whether by modification of the Company's position, agreement, compromise, settlement, or administrative or judicial determination) enforce this Agreement or any provision hereof or as a result of the Company or any Shareholder of the Company contesting the validity or enforceability of this Agreement or any provision hereof. To this end, the Company irrevocably waives its right to object to any application for fees made by Executive pursuant to N.C. Gen. Stat. § 95.22(e), and agrees that Executive shall be entitled to such award from the court. Notwithstanding the provisions of this Section 19 to the contrary, in no event shall any payments made to Executive under this Section 19 be made for expenses incurred by Executive following the end of the second calendar year following the calendar year in which Executive's Date of Termination occurs, provided that the period during which reimbursement for such expenses may be made may extend to the end of the third calendar year in which Executive's Date of Termination occurs.

20. **Employment Rights.** Nothing expressed or implied in this Agreement shall create any right or duty on Executive's part or on the part of the Company to have Executive remain in the employment of the Company prior to the commencement of the Period of Employment.

21. **Right of Setoff.** Except as provided in Section 10 above, there shall be no right of setoff or counterclaim against, or delay in, any payment by the Company to Executive or Executive's designated beneficiary or beneficiaries provided for in this Agreement in respect of any claim against Executive or any debt or obligation owed by Executive, whether arising hereunder or otherwise.

22. **Rights to Other Benefits.** The existence of the Agreement and Executive's rights hereunder shall be in addition to, and not in lieu of, Executive's rights under any other of the Company's compensation and benefit plans and programs, and under any other contract or agreement between Executive and the Company.

23. **Prior Agreements.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Company and the Executive with respect to the subject matter hereof. Any such prior agreements and understandings are no longer in force or effect. Provided, however, that nothing in this Agreement shall affect the enforceability of any noncompetition, nonsolicitation, confidentiality or similar agreement executed by Executive, which agreements shall remain in full force and effect. This Agreement supersedes and replaces the Original Agreement in its entirety.

24. **Compliance with Section 409A of the Internal Revenue Code.** Any payments under this Agreement that are deemed to be deferred compensation subject to the requirements of Section 409A are intended to comply with the requirements of Section 409A. To this end and notwithstanding any

other provision of this Agreement to the contrary, if at the time of Executive's termination of employment with the Company, (i) the Company's securities are publicly traded on an established securities market; (ii) Executive is a "specified employee" (as defined in Section 409A); and (iii) the deferral of the commencement of any payments or benefits otherwise payable pursuant to this Agreement as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A, then the Company will defer the commencement of such payments (without any reduction in amount ultimately paid or provided to Executive) that are not paid within the short-term deferral rule under Section 409A (and any regulations thereunder) or within the "involuntary separation" exemption of Treasury Regulation § 1.409A-1(b)(9)(iii). Such deferral shall last until the date that is six (6) months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A). Any amounts the payment of which are so deferred shall be paid in a lump sum payment within ten (10) days after the end of such deferral period. If Executive dies during the deferral period prior to the payment of any deferred amount, then the unpaid deferred amount shall be paid to the personal representative of Executive's estate within sixty (60) days after the date of Executive's death. For purposes of Section 409A, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. Compensation otherwise payable upon Executive's termination of employment shall be paid only at the time of a termination of Executive's employment that constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**ENPRO INC.**

By:

\_\_\_\_\_  
Name: [NAME]

Title: [TITLE]

\_\_\_\_\_  
[NAME]

## EXHIBIT 1

**BENEFICIARY DESIGNATION**

I hereby designate the following person(s) as a beneficiary for the purposes of Section 6(b)(iv) to the extent of the percentage interest listed next to their name:

**MANAGEMENT CONTINUITY AGREEMENT**

**THIS AGREEMENT** is dated as of this \_\_\_\_ day of [MONTH], [YEAR] between [NAME] ("Executive") and Enpro Inc., a North Carolina corporation (the "Company").

**WHEREAS**, the Company considers it essential to the best interests of its shareholders to foster the continuous employment of key management personnel in the event that there is, or is threatened, a change in control of the Company; and

**WHEREAS**, the Company recognizes that the uncertainty and questions which may arise among key management in connection with the possibility of a change in control may result in the departure or distraction of key management personnel to the detriment of the Company and its shareholders; and

**WHEREAS**, the Company desires to provide certain protections to Executive in the event of a change in control of the Company as set forth in this Agreement in order to induce Executive to remain in the employ of the Company notwithstanding any risks and uncertainties created by the possibility of a change in control of the Company;

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises herein contained, the parties agree as follows:

1. **Term.** The "Term" of this Agreement shall mean the period commencing on the Effective Date and ending twenty-four (24) months after such date; provided, however, that commencing on the date twenty-four (24) months after the Effective Date, and on each annual anniversary of such date (such date and each annual anniversary thereof shall be hereinafter referred to as the "Renewal Date"), the Term shall be automatically extended for one additional year, unless at least ninety (90) days prior to the Renewal Date the Company shall give notice to the Executive that the Term shall not be so extended.

2. **Period of Employment.** Executive's "Period of Employment" shall commence on the date on which a Change in Control occurs during the Term and shall end on the date that is twenty-four (24) months after the date on which such Change in Control occurs (subject to the provisions of Section 20 below pursuant to which the Period of Employment may be deemed to have commenced prior to the date of a Change in Control in certain circumstances).

3. **Certain Definitions.** For purposes of this Agreement:

"Annual Performance Plan" means the EnPro Industries, Inc. Senior Executive Annual Performance Plan (or any successor plan).

"Board" shall mean the Board of Directors of the Company.

"Cause" shall mean Executive's termination of employment with the Company due to (A) the willful and continued failure by Executive to substantially perform Executive's duties with the Company, which failure causes material and demonstrable injury to the Company (other than any such failure resulting from Executive's incapacity due to physical or mental illness), after a demand for substantial performance is delivered to Executive by the Board which specifically identifies the manner in which the Board believes that Executive has not substantially performed Executive's duties, and after Executive has been given a period (hereinafter known as the "Cure Period") of at least thirty (30) days to

correct Executive's performance, (B) the willful engaging by Executive in other gross misconduct materially and demonstrably injurious to the Company, (C) conviction of a felony or a misdemeanor involving moral turpitude, (D) Executive's willful receipt of an improper personal benefit that demonstrably injures the Company, (E) Executive's willful and material violation of the Company's written policies after being provided written notice of such violation and a Cure Period of at least thirty (30) days, and (F) failure to resign as an officer or director position following Notice of Termination. For purposes hereof, no act, or failure to act, on Executive's part shall be considered "willful" unless conclusively demonstrated to have been done, or omitted to be done, by Executive not in good faith and without reasonable belief that Executive's action or omission was in the best interests of the Company. Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a Notice of Termination which shall include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for the purpose (after reasonable notice to Executive and an opportunity for Executive, together with Executive's counsel, to be heard before the Board), finding that in the good faith opinion of the Board Executive was guilty of conduct set forth above in clauses (A) and (E) (including the expiration of the Cure Period without the correction of Executive's performance), or clauses (B) or (D) above and specifying the particulars thereof in detail.

"Change in Control" shall mean:

(i) The acquisition by 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")), of beneficial ownership (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 (the "Outstanding Company 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 (the "Outstanding Company Voting Securities"); provided, however, that the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company (other than by exercise of a conversion privilege), (B) any acquisition by the Company or any of its subsidiaries, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its subsidiaries or (D) any acquisition by any company with respect to which, following such acquisition, more than 70% of, respectively, the then outstanding shares of common stock of such company and the combined voting power of the then outstanding voting securities of such company entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such acquisition in substantially the same proportions as their ownership, solely in their capacity as shareholders of the Company, immediately prior to such acquisition, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be;

(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 becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest;

(iii) consummation of a reorganization, merger or consolidation, in each case, with respect to which all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such reorganization, merger or consolidation, do not, following such reorganization, merger or consolidation, beneficially own, directly or indirectly, solely in their capacity as shareholders of the Company, more than 70% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the company resulting from such reorganization, merger or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger or consolidation of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be; or

(iv) consummation of (A) a complete liquidation or dissolution of the Company or (B) a sale or other disposition of all or substantially all of the assets of the Company, other than to a company, with respect to which following such sale or other disposition, more than 70% of, respectively, the then outstanding shares of common stock of such company and the combined voting power of the then outstanding voting securities of such company entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities, solely in their capacity as shareholders of the Company, who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be.

Notwithstanding the foregoing, if it is determined that a payment hereunder is subject to the requirements of Section 409A ("Section 409A") of the Internal Revenue Code of 1986, as amended, the Company will not be deemed to have undergone a Change in Control unless the Company is deemed to have undergone a "change in control event" pursuant to the definition of such term in Section 409A, to the extent necessary for such payment to comply with the requirements of Section 409A.

"Date of Termination" is as defined in Section 8 below.

"Effective Date" means the date of execution of this Agreement.

"Equity Compensation Plan" means the EnPro Industries, Inc. 2020 Equity Compensation Plan (or any successor plan).

"Good Reason" shall mean (i) without Executive's express written consent, (A) a material diminution in Executive's authority, duties or responsibilities; (B) a material diminution in the budget over which the Executive has authority; (C) a material diminution of Executive's base salary; (D) a material change in the annual or long-term incentive plan in which Executive currently participates such that Executive's opportunity to earn incentive compensation is materially impaired; (E) a material reduction, in the aggregate, of the benefit plans and programs in which Executive participates; (F) a substantial and material increase in Executive's obligation to travel on the Company's business over Executive's present business travel obligations; (G) a

material change in the geographic location at which Executive provides services to the Company, provided that such change shall be more than fifty (50) miles from such location; (H) the material breach of this Agreement by the Company; (I) the failure of the Company to obtain the assumption of and the agreement to perform this Agreement by any successor as contemplated in Section 11 hereof; or (J) any purported termination of Executive's employment during the Period of Employment which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 7 hereof, provided that (ii) Executive provides notice to the Company of the existence of such condition within ninety (90) days of the condition first occurring, (iii) the Company has been provided a period of thirty (30) days to cure the condition and (iv) Executive terminates his or her employment within two (2) years following the initial existence of such condition.

"Incapacity Discharge" means Executive's termination of employment with the Company if, as a result of Executive's incapacity due to physical or mental illness, Executive shall have been absent from Executive's duties with the Company on a full-time basis for one-hundred twenty (120) consecutive business days, and within thirty (30) days after a written Notice of Termination is given, Executive shall not have returned to the full-time performance of Executive's duties.

"Notice of Termination" is as defined in Section 7 below.

"Payment Period" shall mean the twenty-four (24) month period immediately following Executive's Date of Termination.

"Performance Shares" means equity awards granted under the Equity Compensation Plan that become earned based on achievement of performance goals over a performance period which is greater than one (1) year.

"Target Incentive Amount" is a value determined by multiplying (i) Executive's annualized total gross base salary for a calendar year by (ii) the incentive target percentage applicable to Executive under the Annual Performance Plan for the same calendar year.

4. **Compensation During Period of Employment.** For so long during Executive's Period of Employment as Executive is an employee of the Company, the Company shall be obligated to compensate Executive as follows:

- (a) Executive shall continue to receive Executive's full base salary at the rate in effect immediately prior to the Change in Control.
- (b) Executive shall continue to participate in all benefit and compensation plans (including but not limited to the Equity Compensation Plan and the Annual Performance Plan, as well as any deferred compensation plan, 401(k) plan, savings plan, flexible benefits plan, life insurance plan, health and accident plan or disability plan of the Company) in which Executive participated immediately prior to the Change in Control, or in plans providing substantially similar benefits, in either case upon terms and conditions and at levels comparable to those provided to Executive under the plans in which Executive was participating immediately prior to the Change in Control;
- (c) Executive shall continue to receive fringe benefits, perquisites, and similar arrangements that are substantially similar to those that Executive was entitled to receive immediately prior to the Change in Control; and

(d) Executive shall continue to receive annually the number of paid vacation days and holidays Executive was entitled to receive immediately prior to the Change in Control.

5 . **Compensation Upon Termination of Employment**. The following provisions set forth the benefits that may become payable to Executive upon termination of employment with the Company during the Period of Employment in accordance with, and subject to, the provisions of Sections 5(g), 6 and 20 below:

(a) A lump sum payment in an amount equal to the sum of the following:

(i) any base salary that is earned but unpaid as of the Date of Termination; and

(ii) a pro rata portion of Executive's Target Incentive Amount under the Annual Performance Plan for the calendar year in which the Date of Termination occurs (based on the number of calendar days in such calendar year completed through the Date of Termination).

Any amounts payable under Section 5(a)(ii) above shall be offset dollar-for-dollar by any pro rata payments otherwise provided for under the Annual Performance Plan.

(b) In lieu of any salary payments that Executive would have received if Executive had continued in the employment of the Company during the Payment Period, the Company shall pay to Executive a lump sum payment in an amount equal to one-twelfth of Executive's annualized base salary in effect immediately prior to the Date of Termination, multiplied by the number of months in the Payment Period.

(c) In lieu of any further awards under the Annual Performance Plan that Executive would have received if Executive had continued in the employment of the Company during the Payment Period, the Company shall pay to Executive a lump sum in an amount equal to the number of months in the Payment Period multiplied by the greatest of one-twelfth of: (A) the amount most recently paid to Executive for a full calendar year under the Annual Performance Plan; (B) Executive's Target Incentive Amount under the Annual Performance Plan for the calendar year in which his or her Date of Termination occurs; or (C) Executive's Target Incentive Amount under the Annual Performance Plan in effect prior to the Change in Control for the calendar year in which the Change in Control occurs.

(d) A lump sum payment in an amount equal to (i) the number of months in the Payment Period multiplied by (ii) the monthly premiums payable by Executive for coverage for Executive and Executive's eligible dependents under the Company's group medical and dental plans in which Executive participates immediately prior to the Date of Termination (without regard to whether Executive elects to receive continuation coverage under those plans after the Date of Termination), such amount to be increased for any applicable income or payroll taxes (but not excise taxes) payable by Executive on such amount (assuming maximum marginal income tax rates).

(e) The vesting of any outstanding awards under the Equity Compensation Plan, including any outstanding Performance Shares, will be determined according to the terms and provisions of the Equity Compensation Plan and applicable award agreement, provided that such vesting treatment shall, at a minimum, provide for prorated vesting of Performance Shares based on the greater of (i) achievement of the performance goals at their "target" level, and (ii)

achievement of the performance goals at their actual level, determined as of the Company's fiscal quarter end immediately preceding the Change in Control.

(f) In no event shall any amount payable to Executive described in this Section 5 be considered compensation or earnings under any pension, savings or other retirement plan of the Company.

(g) Except for the payment of earned but unpaid base salary pursuant to Section 5(a)(i) above, all payments provided under Sections 5(a)-(d) are conditioned upon and subject to Executive's execution of a general waiver and release of all claims against the Company, its affiliates, and each of their officers, directors, employees and agents (except for claims arising under the Company's benefit plans or from the continuing obligation of the Company to indemnify Executive), such release becoming effective no more than thirty (30) days following the Executive's Date of Termination. Such payments will commence as soon as practicable after the release becomes effective, and in no event later than sixty (60) days following the Executive's Date of Termination, provided that if the 30-day period spans two calendar years, to the extent necessary to comply with Section 409A, the payments will commence in the second calendar year. Base salary payable pursuant to Section 5(a)(i) shall be paid no later than the fifth business day following the Date of Termination.

## 6. Termination.

(a) **Termination Without Compensation.** If Executive's employment is terminated for any of the following reasons, Executive shall not be entitled by virtue of this Agreement to any of the benefits provided in the foregoing Section 5:

(i) If, prior to the commencement of the Period of Employment, Executive's employment with the Company is terminated at any time for any reason, including without limitation due to (A) Executive's death, (B) an Incapacity Discharge, (C) a termination initiated by the Company with or without Cause or (D) a termination initiated by Executive with or without Good Reason, subject, however, to the provisions of Section 20 below.

(ii) If Executive's employment with the Company is terminated during the Period of Employment with Cause.

(iii) If Executive voluntarily terminates employment with the Company during the Period of Employment without Good Reason.

(b) **Termination with Compensation.** If Executive's employment is terminated for any of the following reasons, Executive shall be entitled by virtue of this Agreement to the benefits provided in the foregoing Section 5 as follows:

(i) If, during the Period of Employment, the Company discharges Executive other than for Cause, Executive shall receive all of the benefits and payments provided in Section 5.

(ii) Executive may terminate his or her employment with the Company at any time during the Period of Employment for Good Reason ("Good Reason Termination") and shall receive all of the benefits and payments provided in Section 5.

(iii) If, during the Period of Employment, the Company discharges Executive due to an Incapacity Discharge when Executive has cause to terminate his or her employment as a Good Reason Termination (whether or not Executive has provided Notice of Termination to the Company pursuant to Section 7), Executive shall receive all of the benefits and payments provided in Section 5.

(iv) If Executive dies while employed by the Company during the Period of Employment while having cause to terminate Executive's employment as a Good Reason Termination (whether or not Executive has provided Notice of Termination to the Company pursuant to Section 7), Executive's beneficiary or beneficiaries named on Exhibit 1 to this Agreement (or Executive's estate if Executive has not named a beneficiary) shall be entitled to receive those payments provided under Sections 5(a)-(c) of this Agreement in addition to any benefits that such beneficiaries would be entitled under any other plan, program or policy of the Company as a result of Executive's employment with the Company.

(v) Executive may become eligible for the benefits and payments under Section 5 for termination of employment prior to a Change in Control in accordance with, and subject to, the provisions of Section 20 below.

7. **Notice of Termination.** Any termination of Executive's employment by the Company or any termination by Executive as a Good Reason Termination shall be communicated by written notice to the other party hereto. For purposes of this Agreement, such notice shall be referred to as a "Notice of Termination." Such notice shall, to the extent applicable, set forth the specific reason for termination, and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated.

8. **Date of Termination.** "Date of Termination" shall mean:

(a) If Executive terminates Executive's employment as a Good Reason Termination, the date specified in the Notice of Termination, but in no event more than sixty (60) days after Notice of Termination is given.

(b) If Executive's employment is terminated with Cause, the date on which a Notice of Termination is given, except that the Date of Termination shall not be any date prior to the date on which the Cure Period expires without the correction of Executive's performance (if applicable).

(c) If Executive's employment pursuant to this Agreement is terminated following absence due to physical incapacity as an Incapacity Discharge, then the Date of Termination shall be thirty (30) days after Notice of Termination is given (provided that Executive shall not have returned to the performance of Executive's duties on a full-time basis during such thirty (30) day period).

(d) A termination of employment by either the Company or by Executive shall not affect any rights Executive or Executive's surviving spouse or beneficiaries may have pursuant to any other agreement or plan of the Company providing benefits to Executive, except as provided in such agreement or plan.

**9. Adjustments to Payments.**

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by the Company to Executive or for Executive's benefit (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Payments")) would be subject to the excise tax imposed by Section 4999 (or any successor provisions) of the Internal Revenue Code of 1986, as amended (the "Code")), or any interest or penalty is incurred by Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, is hereinafter collectively referred to as the "Excise Tax"), then the Payments shall be reduced (but not below zero) if and to the extent that such reduction would result in Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the imposition of the Excise Tax), than if Executive received all of the Payments. The Company shall reduce or eliminate the Payments, by first reducing or eliminating the portion of the Payments which are not payable in cash and then by reducing or eliminating cash payments, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the determination.

(b) All determinations required to be made under this Section 9, including whether and when an adjustment to any Payments is required and, if applicable, which Payments are to be so adjusted, shall be made by PricewaterhouseCoopers LLC (or their successors) (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and to Executive within fifteen (15) business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by Executive, it shall furnish Executive with a written opinion that failure to report the Excise Tax on Executive's applicable federal income tax return would not result in the imposition of a negligence or similar penalty. Any determination by the Accounting Firm shall be binding upon the Company and Executive.

**10. No Obligation to Mitigate Damages, No Effect on Other Contractual Rights.** Except as provided under the Company's Dodd-Frank Clawback Policy or otherwise required by Section 10D of the Securities Exchange Act of 1934 and the rules, regulations, and listing standards related thereto, Executive shall not be required to refund the amount of any payment or employee benefit provided for or otherwise mitigate damages under this Agreement by seeking or accepting other employment or otherwise, nor shall the amount of any payment required to be made under this Agreement be reduced by any compensation earned by Executive as the result of any employment by another employer after the date of termination of Executive's employment with the Company, or otherwise.

The provisions of the Agreement, and any payment or benefit provided for hereunder shall not reduce any amount otherwise payable, or in any way diminish Executive's existing rights, or rights which would occur solely as a result of the passage of time, under any other agreement, contract, plan or arrangement with the Company.

**11. Successors and Binding Agreement.**

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of

the Company, by agreement in form and substance satisfactory to Executive, to assume and agree to perform this Agreement.

(b) This Agreement shall be binding upon the Company and any successor of or to the Company, including, without limitation, any person acquiring directly or indirectly all or substantially all of the assets of the Company whether by merger, consolidation, sale or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but shall not otherwise be assignable by the Company.

(c) This Agreement shall inure to the benefit of and be enforceable by Executive and Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If Executive should die while any amounts would still be payable to Executive pursuant to Sections 5 and 6 hereunder if Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's devisee, legatee, or other designee or, if there be no such designee, to Executive's estate.

12. **Notices.** For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed either by (i) United States registered mail, return receipt requested, postage prepaid, or (ii) by using a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2), addressed to the respective addresses set forth on the first page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Chief Executive Officer of the Company with a copy to the Secretary of the Company, or to such other address as either party may have furnished to the other in writing, except that notices of change of address shall be effective only upon receipt.

13. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of North Carolina, without giving effect to the principles of conflict of laws of such State.

14. **Miscellaneous.** No provisions of this Agreement may be modified, waived or discharged, and this Agreement may not be terminated before the end of the Term, unless such waiver, modification, discharge or termination is agreed to in a writing signed by Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with, 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 at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof, have been made by either party which is not set forth expressly in this Agreement.

15. **Validity.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

16. **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 will constitute one and the same agreement.

17. **Withholding of Taxes.** The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or government regulation or ruling.

18. **Nonassignability.** This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder, except as provided in Section 11 above. Without limiting the foregoing, Executive's right to receive payments hereunder shall not be assignable or transferable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by Executive's will or by the laws of descent and distribution and in the event of any attempted assignment or transfer contrary to this Section 18 the Company shall have no liability to pay any amounts so attempted to be assigned or transferred.

19. **Legal Fees and Expenses.** If a Change in Control shall have occurred, thereafter the Company shall pay and be solely responsible for any and all attorneys' and related fees and expenses incurred by Executive to successfully (in whole or in part and whether by modification of the Company's position, agreement, compromise, settlement, or administrative or judicial determination) enforce this Agreement or any provision hereof or as a result of the Company or any Shareholder of the Company contesting the validity or enforceability of this Agreement or any provision hereof. To this end, the Company irrevocably waives its right to object to any application for fees made by Executive pursuant to N.C. Gen. Stat. § 95.22(e), and agrees that Executive shall be entitled to such award from the court. Notwithstanding the provisions of this Section 19 to the contrary, in no event shall any payments made to Executive under this Section 19 be made for expenses incurred by Executive following the end of the second calendar year following the calendar year in which Executive's Date of Termination occurs, provided that the period during which reimbursement for such expenses may be made may extend to the end of the third calendar year in which Executive's Date of Termination occurs.

20. **Employment Rights.** Nothing expressed or implied in this Agreement shall create any right or duty on Executive's part or on the part of the Company to have Executive remain in the employment of the Company prior to the commencement of the Period of Employment.

21. **Right of Setoff.** Except as provided in Section 10 above, there shall be no right of setoff or counterclaim against, or delay in, any payment by the Company to Executive or Executive's designated beneficiary or beneficiaries provided for in this Agreement in respect of any claim against Executive or any debt or obligation owed by Executive, whether arising hereunder or otherwise.

22. **Rights to Other Benefits.** The existence of the Agreement and Executive's rights hereunder shall be in addition to, and not in lieu of, Executive's rights under any other of the Company's compensation and benefit plans and programs, and under any other contract or agreement between Executive and the Company.

23. **Prior Agreements.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Company and the Executive with respect to the subject matter hereof. Any such prior agreements and understandings are no longer in force or effect. Provided, however, that nothing in this Agreement shall affect the enforceability of any noncompetition, nonsolicitation, confidentiality or similar agreement executed by Executive, which agreements shall remain in full force and effect.

24. **Compliance with Section 409A of the Internal Revenue Code.** Any payments under this Agreement that are deemed to be deferred compensation subject to the requirements of Section 409A are intended to comply with the requirements of Section 409A. To this end and notwithstanding any other provision of this Agreement to the contrary, if at the time of Executive's termination of employment with the Company, (i) the Company's securities are publicly traded on an established securities market; (ii) Executive is a "specified employee" (as defined in Section 409A); and (iii) the deferral of the commencement of any payments or benefits otherwise payable pursuant to this Agreement as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A, then the Company will defer the commencement of such payments (without any reduction

in amount ultimately paid or provided to Executive) that are not paid within the short-term deferral rule under Section 409A (and any regulations thereunder) or within the "involuntary separation" exemption of Treasury Regulation § 1.409A-1(b)(9)(iii). Such deferral shall last until the date that is six (6) months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A). Any amounts the payment of which are so deferred shall be paid in a lump sum payment within ten (10) days after the end of such deferral period. If Executive dies during the deferral period prior to the payment of any deferred amount, then the unpaid deferred amount shall be paid to the personal representative of Executive's estate within sixty (60) days after the date of Executive's death. For purposes of Section 409A, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. Compensation otherwise payable upon Executive's termination of employment shall be paid only at the time of a termination of Executive's employment that constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**ENPRO INC.**

By: \_\_\_\_\_

Name: [NAME]

Title: [TITLE]

\_\_\_\_\_  
[NAME]

## EXHIBIT 1

## **BENEFICIARY DESIGNATION**

I hereby designate the following person(s) as a beneficiary for the purposes of Section 6(b)(iv) to the extent of the percentage interest listed next to their name:

**NAME PERCENTAGE INTEREST**

**TOTAL (CANNOT EXCEED 100%)**

**ENPRO INC.  
INSIDER TRADING POLICY**

1. **Purpose.** This Insider Trading Policy (this "Policy") provides guidelines with respect to transactions in the securities of Enpro Inc. (the "Company") and the handling of confidential information about the Company, its subsidiaries and the companies with which the Company does business. The Company's Board of Directors (the "Board") has adopted this Policy to promote compliance with U.S. federal and state securities laws that prohibit certain persons who are aware of material nonpublic information about a company from: (i) trading in securities of that company; or (ii) providing such material nonpublic information to other persons who may trade on the basis of that information, commonly known as "tipping."
2. **Persons Subject to this Policy.** This Policy applies to all directors, officers and employees of the Company and its subsidiaries. The same restrictions that apply to such directors, officers and employees also apply to (i) family members who reside with them, (ii) anyone else who lives in their household, (iii) any family members who do not live in their household but whose transactions in Company Securities (as defined below) are directed by them or are subject to their influence or control (such as parents or children who consult with them before they trade in Company Securities) and (iv) family trusts, family partnerships and similar entities controlled by them or any person described in clauses (i)-(iii) (collectively, "Other Covered Persons"). Directors, officers and employees are responsible for transactions by their Other Covered Persons and for informing them of this Policy.

The Company may also determine that other persons should be subject to this Policy, such as contractors or consultants who have access to material nonpublic information. Any such other persons will be notified by the Compliance Officer.

3. **Transactions Subject to this Policy.** This Policy applies to transactions (including gifts) in the Company's securities, including the Company's common stock, options to purchase common stock, restricted stock units or any other type of security that the Company may issue, including, but not limited to, preferred stock, convertible debt and warrants (collectively, "Company Securities").
4. **Individual Responsibility.** Persons subject to this Policy have ethical and legal obligations to maintain the confidentiality of information about the Company and to not engage in transactions in Company Securities while in possession of material nonpublic information. Each individual is responsible for making sure that he or she complies with this Policy, and that his or her Other Covered Persons also comply with this Policy. In all cases, the responsibility for determining whether an individual is in possession of material nonpublic information rests with that individual, and any action on the part of the Company, the Compliance Officer or any other employee or director pursuant to this Policy (or otherwise) does not in any way constitute legal advice or insulate an individual from liability under applicable securities laws. Persons subject to this Policy could be subject to severe legal penalties and disciplinary action by the Company for any conduct prohibited by this Policy or applicable securities laws, as described below in more detail under the heading "Consequences of Violations."
5. **Administration of this Policy.** The Company's General Counsel or a designated attorney in the Company's Legal Department shall serve as the "Compliance Officer" for the purposes of this Policy, and in such role, shall be responsible for the administration of this Policy. In the absence of the Compliance Officer, another employee designated by the Company's General Counsel (or, if the General Counsel is unavailable, by the Chief Executive Officer, and, if the Chief Executive

Officer is unavailable, by the Chief Financial Officer) shall be responsible for administration of this Policy. All determinations and interpretations by the Compliance Officer shall be final and not subject to further review.

6. **Statement of Policy.** It is the policy of the Company that a director, officer or other employee of the Company or its subsidiaries (or any other person designated by the Compliance Officer or his or her designee as subject to this Policy) who is aware of material nonpublic information relating to the Company may not directly or indirectly through Other Covered Persons:

- engage in transactions (including gifts and changing instructions or allocations involving Company Securities held in the Company's Retirement Savings Plan or 401(k) Plan) in Company Securities, except as otherwise specified in this Policy under the headings "Transactions Under Company Plans," "Transactions Not Involving a Purchase or Sale" and "Rule 10b5-1 Plans;"
- pass material nonpublic information on to others or recommend to anyone the purchase or sale of any securities when they are aware of such information;
- disclose material nonpublic information to persons within the Company whose jobs do not require them to have that information, or anyone outside of the Company, including, but not limited to, family, friends, business associates, investors and expert consulting firms, unless any such disclosure is made in accordance with the Company's policies regarding the protection or authorized external disclosure of information regarding the Company; or
- assist anyone engaged in the above activities in contravention of this Policy.

In addition, it is the policy of the Company that a director, officer or employee of the Company (or any other person designated by the Compliance Officer or his or her designee as subject to this Policy) who, in the course of working for the Company, learns of material nonpublic information about a company with which the Company does business, including a customer or supplier of the Company, or is the subject of a material transaction contemplated by the Company, may not trade in that company's securities or disclose such information to anyone (except to persons within the Company whose jobs require them to have that information) until the information becomes public or is no longer material.

There are no exceptions to this Policy, except as specifically noted herein. Transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure), gifts of Company Securities, or small transactions are not exempt from this Policy. The securities laws do not recognize any mitigating circumstances, and, in any event, even the appearance of an improper transaction must be avoided to preserve the Company's reputation for adhering to the highest standards of conduct.

7. **Definition of Material Nonpublic Information.**

7.1 **Material Information.** Information is considered "material" if a reasonable investor would consider that information important in making a decision to buy, hold or sell securities. Any information that could be expected to affect the Company's stock price, whether it is positive or negative, should be considered material. There is no bright-line standard for assessing materiality; rather, materiality is based on an assessment of all of the facts and circumstances, and is often evaluated by enforcement authorities with the benefit of hindsight.

While it is not possible to define all categories of material information, the following are some examples of information that frequently would be regarded as material:

- projections of future earnings or losses, or other earnings guidance;
- changes to previously announced earnings guidance, or the decision to suspend earnings guidance;
- a pending or proposed merger, acquisition or tender offer;
- a pending or proposed acquisition or disposition of a significant asset;
- a pending or proposed joint venture or licensing arrangement;
- a Company restructuring;
- significant related party transactions;
- a change in dividend policy, the declaration of a stock split or an offering of additional securities;
- bank borrowings or other financing transactions out of the ordinary course;
- the establishment of a repurchase program for Company Securities;
- a change in the Company's pricing or cost structure;
- the existence of a significant new product or discovery;
- major marketing changes;
- a change in management;
- a change in auditors or notification that the auditor's reports may no longer be relied upon;
- pending or threatened significant litigation, or the resolution of such litigation;
- significant regulatory developments;
- impending bankruptcy or the existence of severe liquidity problems;
- the gain or loss of a significant customer or supplier; and
- the imposition of a ban on trading in Company Securities or the securities of another company.

7 . 2 Nonpublic Information. Information that is not generally known or available to the public is generally considered to be nonpublic information. In order to establish that the information has been disclosed to the public, it may be necessary to demonstrate that the information has been widely disseminated. Information generally would be considered widely disseminated if it has been disclosed through the Dow Jones "broad tape," newswire services, a broadcast on widely-available radio or television programs, a widely-available pre-announced webcast, publication in a widely-available newspaper, magazine or news website, a pre-announced

quarterly earnings release or public disclosure documents filed with the Securities and Exchange Commission (the "SEC") that are available on the SEC's website. By contrast, information would generally not be considered widely disseminated if it is available only to the Company's employees.

Once information is widely disseminated, it is still necessary to afford the investing public sufficient time to absorb the information. As a general rule, information is considered nonpublic until the third full business day after the information is released. For example, if the Company announces financial earnings after market close on a Monday or before trading begins on a Tuesday, the first time a director, officer or employee can buy or sell Company Securities is the opening of the market on Thursday (assuming he or she is not aware of other material nonpublic information at that time). However, if the Company announces earnings after trading begins on that Tuesday, the first time a director, officer or employee can buy or sell Company Securities is the opening of the market on Friday (again assuming he or she is not aware of other material nonpublic information at that time). Depending on the particular circumstances, the Company may determine that a longer or shorter period should apply to the release of specific material nonpublic information.

8 . Transactions Under Company Plans. This Policy does not apply in the case of the following transactions, except as specifically noted:

- 8.1 Stock Option Exercises. This Policy does not apply to the exercise of a stock option acquired pursuant to a Company equity incentive plan or to a transaction in which a person has elected to have the Company withhold shares subject to an option award to satisfy tax withholding requirements. This Policy does, however, apply to any sale of shares as part of a broker-assisted cashless exercise of an option, or any other market sale, including for the purpose of generating the cash needed to pay the exercise price of or taxes associated with an option or otherwise.
- 8.2 Restricted Stock and Similar Awards. This Policy does not apply to the vesting of restricted stock, the settlement of restricted stock units, performance-based stock units or similar awards or to a transaction in which there is an election to have the Company withhold shares to satisfy tax withholding requirements upon the vesting of any restricted stock or the vesting or settlement of any restricted stock unit or performance-based stock unit. This Policy does apply, however, to any sale of shares received upon settlement of any restricted stock unit, performance-based stock unit or similar award.
- 8.3 Company Retirement Savings Plan and 401(k) Plan. This Policy does not apply to purchases of Company Securities in the Company's Retirement Savings Plan or 401(k) Plan as a result of periodic contributions made pursuant to payroll deduction. The Policy does apply, however, to initial elections to participate, and increases or decreases in the level of participation (including in connection with the rebalancing of accounts), in a Company stock fund and transfers in or out of a Company stock fund (including in connection with a plan loan). In addition, employees may not direct more than 25% of any contributions (including their deferred or after-tax contributions or any employer matching contributions) into the Company stock fund. Further, employees may not increase the portion of their account invested in the Company Stock Fund through a reallocation election to more than 25% of their total account balance (however, if an employee's account becomes more than 25% invested in the Company stock fund other than through a reallocation election (for example, because the Company stock fund outperforms the other funds in which his/her account is invested), the employee will not be required to reduce his or her Company stock fund investments to 25%).

9. Transactions with the Company. Any purchase of Company Securities from the Company or sales of Company Securities to the Company not already identified in Section 8 are not subject to this Policy.
10. Transactions in Mutual Funds. In addition, transactions in mutual funds that are invested in Company Securities are not transactions subject to this Policy.
11. Special and Prohibited Transactions. The Company has determined that the following transactions present a heightened legal risk and the potential appearance of improper or inappropriate conduct. It is therefore the Company's policy that the persons identified below may not engage in any of the following transactions:

- 11.1 Short-Term Trading. Any Company Securities purchased by any employee of the Company must be held for a minimum period of six months (except with respect to Company Securities held in the Company stock fund of the Company's Retirement Savings Plan or 401(k) Plan, subject to the restrictions below).

This restriction does not apply to stock option exercises because exercises are not regarded as purchases. The restriction does apply to sales of shares received upon the exercise of an option. Therefore, an employee may exercise a stock option and immediately sell the option shares. This restriction also does not apply to decisions to establish or change allocations of contributions to be invested in the Company stock fund of the Company's Retirement Savings Plan or 401(k) Plan, except that following a reduction in the balance of an employee's Company stock fund investment, an employee must wait at least 90 days before he or she can make another reallocation election to purchase shares in the Company stock fund. Additional restrictions may apply to Insiders subject to the SEC's short-swing profit (Section 16) rules, and these Insiders should contact the Legal Department before making any election to rebalance funds into or out of the Company stock fund. For purposes this Policy (including the Addendum), the term "business day" means any day that the New York Stock Exchange is open for trading, and "Insider" is defined in the Addendum.

- 11.2 Short Sales. Short sales of Company Securities (*i.e.*, the sale of a security that the seller does not own) may evidence an expectation on the part of the seller that the securities will decline in value and therefore have the potential to signal to the market that the seller lacks confidence in the Company's prospects. In addition, short sales may reduce a seller's incentive to seek to improve the Company's performance if the seller could benefit from a decline in value of the Company's securities. For these reasons, persons covered by this Policy are prohibited from engaging in any short sales of Company Securities. In addition, Section 16(c) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prohibits executive officers and directors from engaging in short sales. Short sales arising from certain types of hedging transactions are also governed by the paragraph below captioned "Hedging Transactions."

- 11.3 Hedging Transactions. Hedging or monetization transactions can be accomplished through a number of possible mechanisms, including through the use of financial instruments such as prepaid variable forwards, equity swaps, puts, calls, collars, exchange funds and other derivative instruments or securities, or through the establishment of a short position in the Company's securities. Such hedging transactions may permit a director, officer or employee to continue to own Company Securities obtained through employee benefit plans or otherwise, but without the full risks and rewards of ownership. When that occurs, such individual may no longer have the same objectives as the Company's other shareholders.

Therefore, directors, officers and other employees of the Company are prohibited from engaging in any such transactions.

- 11.4 **Margin Accounts and Pledged Securities.** Securities held in a margin account as collateral for a margin loan may be sold by the broker without the customer's consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in Company Securities, directors of the Company and employees of the Company who are covered by the Company's Stock Ownership Requirement Policy, which includes the executive officers of the Company, are prohibited from holding Company Securities in a margin account or otherwise pledging Company Securities as collateral for a loan.
- 11.5 **Dividend Reinvestment Plans.** Dividend reinvestment plans are programs in which cash dividends payable on Company common stock are automatically reinvested in shares of the Company. Because these plans may cause participants to purchase Company common stock at a time when such person is aware of material non-public information, within the six-month short-term trading periods described above or otherwise in violation of this Policy and applicable laws, such plans increase the risk to directors, officers and other Insiders and the Company for Rule 10b-5 liability and Section 16 short-swing trading liability. They also significantly increase the risk of an inadvertent failure to make required Section 16 filings. As such, directors, officers and other Insiders may not enroll in any dividend reinvestment program for the reinvestment of cash dividends payable on Company common stock into additional shares of Company common stock, whether offered or conducted through any stock brokerage firm, the Company's designated stock transfer agent or otherwise.
12. **Rule 10b5-1 Plans.** Rule 10b5-1(c) under the Exchange Act provides a defense from insider trading liability under Rule 10b5-1. In order to be eligible to rely on this defense, a person subject to this Policy must enter into a plan for transactions in Company Securities that meets certain conditions specified in Rule 10b5-1(c) (a "Rule 10b5-1 Plan"). If the plan meets the requirements of Rule 10b5-1(c), Company Securities may be purchased or sold without regard to certain insider trading restrictions.

To comply with this Policy, an officer, director or employee contemplating adopting a Rule 10b5-1 Plan must provide a copy of the Rule 10b5-1 Plan to the Compliance Officer prior to its adoption. The Rule 10b5-1 Plan must meet the requirements of Rule 10b5-1(c). Even though the General Counsel or Legal Department may comment on the proposed plan, the officer, director or employee proposing to adopt the Rule 10b5-1 Plan shall be solely responsible for ensuring that the plan and transactions under the plan satisfy the requirements for the affirmative defense under Rule 10b5-1(c). The foregoing procedures shall apply to any modification or amendment to a Rule 10b5-1 Plan. Any officer, director or employee who terminates a Rule 10b5-1 Plan after its adoption shall promptly notify the Compliance Officer.

A Rule 10b5-1 Plan cannot be adopted when the person entering into the plan is aware of material nonpublic information, and the first trade made pursuant to a Rule 10b5-1 Plan may not occur until after the "cooling-off period" following the date of adoption of the plan has expired, as set forth in Rule 10b5-1(c). For directors and officers, the "cooling-off period" expires at the later of (a) 90 days after the adoption of the Rule 10b5-1 Plan or (b) two business days following the disclosure of the Company's financial results in a Form 10-Q or Form 10-K for the completed fiscal quarter in which the Rule 10b5-1 Plan was adopted that discloses the Company's financial results (but, in any event, this required cooling-off period is subject to a maximum of 120 days after adoption of the Rule 10b5-1 Plan). For all other

persons subject to this Policy, the “cooling-off period” expires 30 days after the adoption of the Rule 10b5-1 Plan. The Rule 10b5-1 Plan must either specify the amount, pricing and timing of transactions in advance or delegate discretion on these matters to an independent third party and once the plan is adopted, the person must not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of the trade. Further, no person subject to this Policy may enter into or maintain more than one simultaneous Rule 10b5-1 Plan, except that a person may, in addition to one Rule 10b5-1 Plan to purchase or sell Company Securities on the open market, enter into or maintain a Rule 10b5-1 Plan that provides only for eligible sell-to-cover transactions solely to satisfy statutory tax withholding obligations arising exclusively from the vesting of compensatory awards, such as restricted stock units, and the person does not otherwise exercise control over the timing of such sales (an “Eligible Sell-to-Cover Plan”). Additionally, no person subject to this Policy may enter into more than one Rule 10b5-1 Plan in a 12-month period designed to effect a single open-market purchase or sale of all the securities covered by such plan (other than an Eligible Sell-to-Cover Plan).

The Company may in its discretion make a public announcement, including by filing a Form 8-K report with the SEC, in connection with the adoption of any Rule 10b5-1 Plan. Further, each quarter, the Company is required to disclose certain information regarding any Rule 10b5-1 Plan adopted, modified or terminated by its directors or executive officers.

13. Trading Window and Pre-Clearance Procedures. To help prevent inadvertent violations of the federal securities laws and to avoid even the appearance of trading on the basis of inside information, the Board has adopted an Addendum to this Policy that applies to directors, executive officers and other designated persons who have regular access to material nonpublic information about the Company, including unit presidents and their direct reports, and all corporate office employees. The Company will notify those individuals who are subject to the Addendum.

Persons covered by the Addendum must pre-clear all transactions in Company Securities with the Compliance Officer. In addition, the Addendum sets forth rules regarding regular time periods when transactions in Company Securities by the persons subject to the addendum are permitted, discouraged or prohibited.

In addition, from time to time, the Company may be involved in activities—such as contemplated acquisitions, dispositions or other transactions—that are material and that are known only by a few people at the Company. Individuals whose duties at the Company cause them to be aware of such activity may be notified of an event-specific trading restriction and these individuals will not be permitted to trade in Company Securities during such trading restriction. The existence of an event-specific trading restriction will not be widely announced and should not be communicated to anyone. Even if individuals are not notified of an event-specific trading restriction, they should not trade in Company Securities if they are aware of material nonpublic information.

14. Post-Termination Transactions. This Policy continues to apply to transactions in Company Securities even after termination of service to the Company. If an individual is in possession of material nonpublic information when his or her service terminates, that individual may not trade in Company Securities until that information has become public or is no longer material.
15. Unauthorized Disclosure. Maintaining the confidentiality of Company information is essential for competitive, security and other business reasons, as well as to comply with securities laws. Directors, officers and employees should treat all information they learn about the Company or its business plans in connection with their employment as confidential and proprietary to the Company. Inadvertent disclosure of confidential or inside information may expose the Company and individuals to significant risk of investigation and litigation.

The timing and nature of the Company's disclosure of material information to outsiders is subject to legal rules, the breach of which could result in substantial liability to individual directors, officers or employees, the Company and its management. Accordingly, it is important that responses to inquiries regarding the Company from the press, investment analysts or others in the financial community be made on the Company's behalf only through authorized individuals, as expressly identified by the Compliance Officer.

16. Consequences of Violations. The purchase or sale of securities while aware of material nonpublic information, or the disclosure of material nonpublic information to others who then trade in the Company's Securities, is prohibited by U.S. federal and state laws. Insider trading violations are pursued vigorously by the SEC, U.S. Attorneys and state enforcement authorities as well as foreign regulatory authorities. Punishment for insider trading violations is severe and could include significant fines and imprisonment. While the regulatory authorities concentrate their efforts on the individuals who trade, or who tip inside information to others who trade, the federal securities laws also impose potential liability on companies and other "controlling persons" if they fail to take reasonable steps to prevent insider trading by company personnel.

In addition, an individual's failure to comply with this Policy may subject the individual to Company-imposed sanctions, including dismissal for cause, whether or not the employee's failure to comply results in a violation of law. In addition to the formal sanctions summarized above, a violation of law, or even an SEC investigation that does not result in prosecution, can tarnish a person's reputation and irreparably damage a career.

17. Company Assistance. Any person who has a question about this Policy or its application to any proposed transaction may obtain additional guidance from the Compliance Officer, who can be reached by telephone or by email.

*Last updated: September 1, 2023*

## ADDENDUM TO INSIDER TRADING POLICY

The Company has established additional procedures to assist in the administration of the Insider Trading Policy, to facilitate compliance with laws prohibiting insider trading while in possession of material nonpublic information and to avoid the appearance of any impropriety. These additional procedures are applicable only to directors and executive officers subject to Section 16 of the Exchange Act ("Section 16 executive officers") and other persons who are periodically designated by the Compliance Officer as being subject to these additional procedures (collectively referred to herein as "Insiders") (as well as their family members, household members and entities whose transactions are subject to the Insider Trading Policy). Insiders include unit presidents and their direct reports and all corporate office employees. The Compliance Officer will notify those individuals who are subject to this Addendum.

In all cases, the responsibility for determining whether an individual is in possession of material nonpublic information rests with that individual, and any action on the part of the Company, the Compliance Officer or any other employee or director pursuant to the Insider Trading Policy, including this Addendum (or otherwise) does not in any way constitute legal advice or insulate an individual from liability under applicable securities laws.

1. Pre-Clearance Procedures. Insiders (as well as their family members, household members and entities whose transactions are subject to the Insider Trading Policy) may not engage in any transaction in Company Securities (including gifts and changing instructions or allocations involving Company Securities held in the Company's Retirement Savings Plan or 401(k) Plan) at any time (other than as specified by the Insider Trading Policy, including this Addendum), even if during an open window period, without first obtaining pre-clearance of the transaction from the Compliance Officer. A request for pre-clearance should be submitted to the Compliance Officer at least two business days in advance of the proposed transaction. The Compliance Officer is under no obligation to approve a transaction submitted for pre-clearance, and may determine not to permit the transaction. If a person seeks pre-clearance and permission to engage in the transaction is denied, then he or she should refrain from initiating any transaction in Company Securities, and should not inform any other person of the restriction.

When a request for pre-clearance is made, the requestor should carefully consider whether he or she may be aware of any material nonpublic information about the Company and should describe fully those circumstances to the Compliance Officer. The requestor should also indicate whether he or she has effected any non-exempt "opposite-way" transactions within the past six months, and should be prepared to report the proposed transaction on an appropriate Form 4 or Form 5, if applicable. The requestor should also be prepared to comply with Rule 144 under the Securities Act of 1933, as amended, and file a Form 144, if necessary, at the time of any sale.

After receiving clearance to engage in a trade from the Compliance Officer, the requestor must complete the proposed trade within two business days or make a new trading request; provided, however, that if the requestor becomes aware of material nonpublic information before the trade is executed, the pre-clearance is void and the trade must not be completed.

2. Quarterly Trading Restrictions. As described above, Insiders must obtain pre-clearance from the Compliance Officer prior to engaging in any transaction in Company Securities, regardless of when a request is made. During an "open window period," which begins on the third business day after an earnings release and ends 15 business days later, the presumption will be that trading is permissible, and, absent the requesting Insider having material non-public information or the existence of other special circumstances, trade requests will be quickly approved. After an open

window period, trades will be approved on a case-by-case basis, based on facts and circumstances. Trades will be discouraged late in a quarter. Trades are not permitted after the end of a quarter until the third business day after earnings for that quarter are released, as provided in the Insider Trading Policy. The provisions of this paragraph do not apply to transactions effected pursuant to Rule 10b5-1 Plans.

3. Event-Specific Trading Restrictions. From time to time, an event may occur that is material to the Company and is known by only a few directors, executive officers and/or employees. So long as the event remains material and nonpublic, such persons as designated by the Compliance Officer or his or her designee may not trade Company Securities. In addition, the Company's financial results may be sufficiently material in a particular fiscal quarter that, in the judgment of the Compliance Officer, designated persons should refrain from trading in Company Securities. In that situation, the Compliance Officer may notify these persons that they should not trade in the Company's Securities without disclosing the reason for the restriction. The existence of an event-specific trading restriction period will not be announced to the Company as a whole, and should not be communicated to any other person. Even if the Compliance Officer has not designated you as a person who should not trade due to an event-specific trading restriction, you should not trade while aware of material nonpublic information.
4. Exceptions. The quarterly trading restrictions and event-specific trading restrictions described above do not apply to those transactions to which the Insider Trading Policy does not apply, as described in the Insider Trading Policy under the headings "Transactions Under Company Plans," "Transactions in Mutual Funds" and "Transactions with the Company." Further, the requirement for pre-clearance, the quarterly trading restrictions and event-specific trading restrictions do not apply to transactions conducted pursuant to Rule 10b5-1 Plans, described in the Insider Trading Policy under the heading "Rule 10b5-1 Plans."
5. Short-Term Trading. Insiders must refrain from selling any Company Securities for a period of six months after the purchase of any Company Securities. Similarly, any Insider must refrain from purchasing any Company Securities for a period of six months after the sale of any Company Securities. This restriction does not apply to stock option exercises because exercises are not regarded as purchases. The restriction does apply to sales of shares received upon the exercise of an option. Therefore, the employee may exercise a stock option and immediately sell the option shares. However, if an Insider has purchased other Company Securities within the six months prior to the option exercise, the Insider may not sell the shares obtained from exercising the option until the purchased shares have been held for at least six months. This restriction also does not apply to the granting or vesting of awards under the Company's shareholder-approved equity compensation plans to the extent such awards are approved by the Compensation and Human Resources Committee of the Board.

This restriction does not apply to decisions to establish or change allocations of contributions to be invested in the Company stock fund of a Company benefit plan, such as the Company's Retirement Savings Plan or 401(k) Plan. However, rebalancing transactions—reallocation of amounts in a Company benefit plan—into or out of the Company stock fund may be subject to these restrictions, and Insiders should contact the Legal Department before they make any election to rebalance accounts that affect holdings in the Company stock fund. Insiders may revise their elections relating to the Company stock fund only once each quarter and only during an open window period.

- 6 . **Standing and Limit Orders.** Standing and limit orders (except standing and limit orders under Rule 10b5-1 Plans, as described below) create heightened risks for insider trading violations similar to the use of margin accounts. There is no control over the timing of purchases or sales that result from standing instructions to a broker, and as a result the broker could execute a transaction when a director, officer or other employee is in possession of material nonpublic information. The Company therefore prohibits Insiders from placing standing or limit orders that have a duration of greater than two trading days on Company Securities other than pursuant to Rule 10b5-1 Plans.
- 7 . **Notifying the Compliance Officer of Modification or Termination of Non-Rule 10b5-1 Trading Arrangements.** The Company is required to disclose in its quarterly reports on Form 10-Q and its annual reports on Form 10-K the adoption, modification or termination by an Insider of any Rule 10b5-1 Plan and any “non-Rule 10b5-1 trading arrangement,” which is defined as any written arrangement for the trading of securities that was entered into at a time when the Insider was not aware of material nonpublic information and (i) specified the amount of securities to be purchased or sold and the price at which and the date on which the securities were to be purchased or sold, or (ii) included a written formula or algorithm, or computer program, for determining the amount of securities to be purchased or sold and the price at which and the date on which the securities were to be purchased or sold, or (iii) did not permit the covered person to exercise any subsequent influence over how, when, or whether to effect purchases or sales; provided, in addition, that any other person who, pursuant to the trading arrangement, did exercise such influence must not have been aware of material nonpublic information when doing so. While the adoption or modification of a non-Rule 10b5-1 trading arrangement is subject to the pre-clearance procedures set forth above, to assist the Company with its disclosure obligation, Insiders must promptly notify (within two business days) the Compliance Officer of any termination of a non-Rule 10b5-1 trading arrangement.

*Last updated: September 1, 2023*

**Subsidiaries of Enpro Inc.  
(as of December 31, 2024)**

<b>Consolidated Subsidiary Companies</b>	<b>Jurisdiction</b>	<b>Ownership %</b>
Enpro Inc.	North Carolina	Public
EnPro Holdings, Inc.	North Carolina	100
AMI Holdco, Inc.	Delaware	100
Advanced Micro Instruments, Inc.	Delaware	100
Aseptic Group, LLC	North Carolina	100
Coltec Finance Company Limited	United Kingdom	100
Coltec Industries Pacific Pte Ltd	Singapore	100
Garlock Singapore Pte. Ltd.	Singapore	100
Garlock Taiwan Corporation	Taiwan	100
Link Seal Japan Ltd.	Japan	50
Technetics Group Japan Ltd.	Japan	100
Coltec International Services Co.	Delaware	100
STM Mex Operations, S. de R.L. de C.V.	Mexico	1
Compressor Products Holdings Limited	United Kingdom	100
EnPro Associates, LLC	North Carolina	100
EnPro Industries Int'l Trading (Shanghai) Co., Ltd.	China	100
EnPro Hong Kong Holdings Company Limited	Hong Kong	100
Garlock Sealing Technologies (Shanghai) Co., Ltd.	China	100
STEMCO Vehicle Technology (Suzhou) Co., Ltd.	China	100
Garlock (Great Britain) Limited	United Kingdom	100
Pipeline Seal & Insulator Co. Limited	United Kingdom	100
Garlock Hygienic Technologies, LLC	North Carolina	100
Garlock Sealing Technologies LLC	North Carolina	100
Garlock International Inc.	Delaware	100
Garlock of Canada Ltd.	Canada	100
Garlock de Mexico, S.A. de C.V.	Mexico	99.62
Garlock Overseas Corporation	Delaware	100
Garlock de Mexico, S.A. de C.V.	Mexico	0.38
Garlock Pty Limited	Australia	100
Garrison Litigation Management Group, Ltd.	North Carolina	100

<b>Consolidated Subsidiary Companies</b>	<b>Jurisdiction</b>	<b>Ownership %</b>
Enpro US Holdco, Inc.	North Carolina	100
EnPro German Holding GmbH	Germany	100
Garlock GmbH	Germany	100
PSI Products GmbH	Germany	100
Technetics Group Germany GmbH	Germany	100
Coltec Industries France SAS	France	100
Technetics Group France SAS	France	100
Aseptic Group	France	100
EnPro France E.U.R.L.	France	100
Lunar Investment, LLC	Delaware	100
LeanTeq Co., S.a.r.l.	Luxembourg	100
Lunar Technologies, S.a.r.l.	Luxembourg	100
LeanTeq LLC	California	100
Lunar Technologies, LLC	Delaware	100
Stemco Products, Inc.	Delaware	100
STM Mex Operations, S. de R.L. de C.V.	Mexico	99
Technetics Group LLC	North Carolina	100
Technetics Group Chicago, LLC	North Carolina	100
Technetics Group Daytona, Inc.	Delaware	100
Applied Surface Technology, Inc.	California	100
Belfab, Inc.	Delaware	100
Technetics Group Singapore Pte. Ltd.	Singapore	100
Vision Investment, LLC	Delaware	100
Alluxa, Inc.	California	100
TCFII NxEdge LLC	Delaware	100
AceCo Precision Manufacturing LLC	Delaware	100
NxEdge, Inc.	Delaware	100
NxEdge Inc. of Boise	Delaware	100
NxEdge MH LLC	Delaware	100
NxEdge SC2, LLC	Delaware	100
NxEdge San Carlos, LLC	Delaware	100
NxEdge CSL, LLC	Nevada	100

**List of Guarantor Subsidiaries**

The following subsidiaries of Enpro Inc. (the "Company") were, as of December 31, 2024, guarantors of the Company's 5.75% Senior Notes due 2026 (the "Senior Notes"):

<b>Exact Name of Guarantor Subsidiary</b>	<b>Jurisdiction of Formation</b>
AceCo Precision Manufacturing LLC	Delaware
Advanced Micro Instruments, Inc.	Delaware
Alluxa, Inc.	California
AMI Holdco, Inc.	Delaware
Applied Surface Technology, Inc.	California
Aseptic Group, LLC	North Carolina
Belfab, Inc.	Delaware
Coltec International Services Co.	Delaware
EnPro Associates, LLC	North Carolina
EnPro Holdings, Inc.	North Carolina
Garlock Hygienic Technologies, LLC	North Carolina
Garlock International Inc.	Delaware
Garlock Overseas Corporation	Delaware
Garlock Sealing Technologies LLC	North Carolina
Garrison Litigation Management Group, Ltd.	North Carolina
LeanTeq LLC	California
Lunar Investment, LLC	Delaware
NxEdge, Inc.	Delaware
NxEdge Inc. of Boise	Delaware
NxEdge CSL, LLC	Nevada
NxEdge MH LLC	Delaware
NxEdge San Carlos, LLC	Delaware
NxEdge SC 2, LLC	Delaware
Stemco Products, Inc.	Delaware
TCFII NxEdge, LLC	Delaware
Technetics Group Chicago, LLC	North Carolina
Technetics Group Daytona, Inc.	Delaware
Technetics Group LLC	North Carolina
Vision Investment, LLC	Delaware

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-89576, 333-89580, 333-107775, 333-113284, 333-159099, 333-178668, 333-181282, 333-195661, 333-211194, and 333-238112) of Enpro Inc. of our report dated February 21, 2025 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Charlotte, North Carolina  
February 21, 2025

**POWER OF ATTORNEY**

THE UNDERSIGNED director of Enpro Inc. (the "Company"), hereby appoints Robert S. McLean, and Joseph F. Bruderek, and each of them singly, with full power to act without the other and with full power of substitution, his true and lawful attorneys-in-fact and agents, for him and in his name, place and stead, to execute on his behalf, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and grants unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully as to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that such attorneys-in-fact or agents, or any of them, or their substitutes shall lawfully do or cause to be done by virtue thereof.

EXECUTED on the 13th day of February 2025.

/s/ William Abbey  
William Abbey

**POWER OF ATTORNEY**

THE UNDERSIGNED director of Enpro Inc. (the "Company"), hereby appoints Robert S. McLean and Joseph F. Bruderek, and each of them singly, with full power to act without the other and with full power of substitution, his true and lawful attorneys-in-fact and agents, for him and in his name, place and stead, to execute on his behalf, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and grants unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully as to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that such attorneys-in-fact or agents, or any of them, or their substitutes shall lawfully do or cause to be done by virtue thereof.

EXECUTED on the 13th day of February 2025.

/s/ Allison K. Aden  
Allison K. Aden

**POWER OF ATTORNEY**

THE UNDERSIGNED director of Enpro Inc. (the "Company"), hereby appoints Robert S. McLean and Joseph F. Bruderek, and each of them singly, with full power to act without the other and with full power of substitution, his true and lawful attorneys-in-fact and agents, for him and in his name, place and stead, to execute on his behalf, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and grants unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully as to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that such attorneys-in-fact or agents, or any of them, or their substitutes shall lawfully do or cause to be done by virtue thereof.

EXECUTED on the 13th day of February 2025.

/s/ Thomas M. Botts  
Thomas M. Botts

**POWER OF ATTORNEY**

THE UNDERSIGNED director of Enpro Inc. (the "Company"), hereby appoints Robert S. McLean and Joseph F. Bruderek, and each of them singly, with full power to act without the other and with full power of substitution, his true and lawful attorneys-in-fact and agents, for him and in his name, place and stead, to execute on his behalf, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and grants unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully as to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that such attorneys-in-fact or agents, or any of them, or their substitutes shall lawfully do or cause to be done by virtue thereof.

EXECUTED on the 13th day of February 2025.

/s/ Felix M. Brueck  
Felix M. Brueck

**POWER OF ATTORNEY**

THE UNDERSIGNED director of Enpro Inc. (the "Company"), hereby appoints Robert S. McLean and Joseph F. Bruderek, and each of them singly, with full power to act without the other and with full power of substitution, his true and lawful attorneys-in-fact and agents, for him and in his name, place and stead, to execute on his behalf, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and grants unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully as to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that such attorneys-in-fact or agents, or any of them, or their substitutes shall lawfully do or cause to be done by virtue thereof.

EXECUTED on the 13th day of February 2025.

/s/ Adele M. Gulfo  
Adele M. Gulfo

**POWER OF ATTORNEY**

THE UNDERSIGNED director of Enpro Inc. (the "Company"), hereby appoints Robert S. McLean and Joseph F. Bruderek, and each of them singly, with full power to act without the other and with full power of substitution, his true and lawful attorneys-in-fact and agents, for him and in his name, place and stead, to execute on his behalf, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and grants unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully as to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that such attorneys-in-fact or agents, or any of them, or their substitutes shall lawfully do or cause to be done by virtue thereof.

EXECUTED on the 13th day of February 2025.

/s/ Ronald C. Keating  
Ronald C. Keating

**POWER OF ATTORNEY**

THE UNDERSIGNED director of Enpro Inc. (the "Company"), hereby appoints Robert S. McLean and Joseph F. Bruderek, and each of them singly, with full power to act without the other and with full power of substitution, his true and lawful attorneys-in-fact and agents, for him and in his name, place and stead, to execute on his behalf, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and grants unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully as to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that such attorneys-in-fact or agents, or any of them, or their substitutes shall lawfully do or cause to be done by virtue thereof.

EXECUTED on the 13th day of February 2025.

/s/ David L. Hauser  
David L. Hauser

POWER OF ATTORNEY

THE UNDERSIGNED director of Enpro Inc. (the "Company"), hereby appoints Robert S. McLean and Joseph F. Bruderek, and each of them singly, with full power to act without the other and with full power of substitution, his true and lawful attorneys-in-fact and agents, for him and in his name, place and stead, to execute on his behalf, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and grants unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully as to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that such attorneys-in-fact or agents, or any of them, or their substitutes shall lawfully do or cause to be done by virtue thereof.

EXECUTED on the 13th day of February 2025.

/s/ John Humphrey  
John Humphrey

POWER OF ATTORNEY

THE UNDERSIGNED director of Enpro Inc. (the "Company"), hereby appoints Robert S. McLean and Joseph F. Bruderek, and each of them singly, with full power to act without the other and with full power of substitution, his true and lawful attorneys-in-fact and agents, for him and in his name, place and stead, to execute on his behalf, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and grants unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully as to all intents and purposes as he might or could do in person, and hereby ratifies and confirms all that such attorneys-in-fact or agents, or any of them, or their substitutes shall lawfully do or cause to be done by virtue thereof.

EXECUTED on the 13th day of February 2025.

/s/ Judith A. Reinsdorf  
Judith A. Reinsdorf

**CERTIFICATION**

I, Eric A. Vaillancourt, President and Chief Executive Officer of Enpro Inc. (the "Registrant"), certify that:

1. I have reviewed this report on Form 10-K of the Registrant;

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 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 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: February 21, 2025

/s/ Eric A. Vaillancourt

Eric A. Vaillancourt

President and Chief Executive Officer

**CERTIFICATION**

I, Joseph F. Bruderek Jr., Executive Vice President and Chief Financial Officer of Enpro Inc. (the "Registrant"), certify that:

1. I have reviewed this report on Form 10-K of the Registrant;

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 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 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: February 21, 2025

/s/ Joseph F. Bruderek Jr.

Joseph F. Bruderek Jr.

Executive Vice President and Chief Financial Officer

**CERTIFICATION**

The undersigned chief executive officer and chief financial officer of the registrant each certifies pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge, this report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and that to his knowledge, the information contained in this report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Enpro Inc. and will be retained by Enpro Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Date: February 21, 2025

/s/ Eric A. Vaillancourt

Eric A. Vaillancourt

President and Chief Executive Officer

Date: February 21, 2025

/s/ Joseph F. Bruderek Jr.

Joseph F. Bruderek Jr.

Executive Vice President and Chief Financial Officer