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

FORM 10-Q

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

For the quarterly period ended September 30, 2025

or

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

For the transition period from _____ to _____

Commission file number 1-1373

MODINE MANUFACTURING COMPANY
(Exact name of registrant as specified in its charter)

<u>Wisconsin</u> (State or other jurisdiction of incorporation or organization)	<u>39-0482000</u> (I.R.S. Employer Identification No.)
<u>1500 DeKoven Avenue, Racine, Wisconsin</u> (Address of principal executive offices)	<u>53403</u> (Zip Code)

Registrant's telephone number, including area code (262) 636-1200

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.625 par value	MOD	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

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

Large Accelerated Filer ☒

Accelerated Filer ☐

Non-accelerated Filer ☐

Smaller reporting company ☐

Emerging growth company ☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

The number of shares outstanding of the registrant's common stock, \$0.625 par value, was 52,648,568 at October 24, 2025.

MODINE MANUFACTURING COMPANY
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PART I. FINANCIAL INFORMATION**Item 1. Financial Statements.**

MODINE MANUFACTURING COMPANY
CONSOLIDATED STATEMENTS OF OPERATIONS
For the three and six months ended September 30, 2025 and 2024
(In millions, except per share amounts)
(Unaudited)

	Three months ended September 30,		Six months ended September 30,	
	2025	2024	2025	2024
Net sales	\$ 738.9	\$ 658.0	\$ 1,421.7	\$ 1,319.5
Cost of sales	574.0	492.4	1,091.4	991.3
Gross profit	164.9	165.6	330.3	328.2
Selling, general and administrative expenses	84.2	85.8	169.1	168.6
Restructuring expenses	3.1	4.5	7.9	9.9
Impairment charge	4.1	—	4.1	—
Operating income	73.5	75.3	149.2	149.7
Interest expense	(8.3)	(7.4)	(14.1)	(14.9)
Other expense – net	(1.5)	(1.5)	(5.7)	(1.8)
Earnings before income taxes	63.7	66.4	129.4	133.0
Provision for income taxes	(18.9)	(20.0)	(32.9)	(38.8)
Net earnings	44.8	46.4	96.5	94.2
Net earnings attributable to noncontrolling interest	(0.4)	(0.3)	(0.9)	(0.8)
Net earnings attributable to Modine	<u>\$ 44.4</u>	<u>\$ 46.1</u>	<u>\$ 95.6</u>	<u>\$ 93.4</u>
Net earnings per share attributable to Modine shareholders:				
Basic	\$ 0.84	\$ 0.88	\$ 1.81	\$ 1.78
Diluted	\$ 0.83	\$ 0.86	\$ 1.78	\$ 1.73
Weighted-average shares outstanding:				
Basic	52.7	52.6	52.7	52.5
Diluted	53.8	53.9	53.7	53.9

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

MODINE MANUFACTURING COMPANY
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For the three and six months ended September 30, 2025 and 2024
(In millions)
(Unaudited)

	Three months ended September 30,		Six months ended September 30,	
	2025	2024	2025	2024
Net earnings	\$ 44.8	\$ 46.4	\$ 96.5	\$ 94.2
Other comprehensive income (loss), net of income taxes:				
Foreign currency translation	(5.9)	21.1	41.8	14.1
Defined benefit plans	0.8	0.8	1.6	1.6
Cash flow hedges	(0.7)	0.2	0.7	0.2
Total other comprehensive income (loss)	(5.8)	22.1	44.1	15.9
Comprehensive income	39.0	68.5	140.6	110.1
Comprehensive income attributable to noncontrolling interest	(0.4)	(0.7)	(1.4)	(1.1)
Comprehensive income attributable to Modine	<u>\$ 38.6</u>	<u>\$ 67.8</u>	<u>\$ 139.2</u>	<u>\$ 109.0</u>

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

MODINE MANUFACTURING COMPANY
CONSOLIDATED BALANCE SHEETS
September 30, 2025 and March 31, 2025
(In millions, except per share amounts)
(Unaudited)

	September 30, 2025	March 31, 2025
ASSETS		
Cash and cash equivalents	\$ 83.8	\$ 71.6
Trade accounts receivable – net	559.0	478.9
Inventories	528.8	340.9
Other current assets	80.3	69.8
Total current assets	1,251.9	961.2
Property, plant and equipment – net	457.0	390.5
Intangible assets – net	207.6	146.7
Goodwill	290.7	233.9
Deferred income taxes	48.5	67.0
Other noncurrent assets	130.2	118.3
Total assets	\$ 2,385.9	\$ 1,917.6
LIABILITIES AND SHAREHOLDERS' EQUITY		
Short-term debt	\$ 12.4	\$ 9.3
Long-term debt – current portion	43.9	44.8
Accounts payable	395.8	290.8
Accrued compensation and employee benefits	86.6	102.7
Other current liabilities	87.2	93.4
Total current liabilities	625.9	541.0
Long-term debt	525.8	296.7
Deferred income taxes	23.6	24.1
Pensions	30.0	29.4
Other noncurrent liabilities	119.5	108.2
Total liabilities	1,324.8	999.4
Commitments and contingencies (see Note 18)		
Shareholders' equity:		
Preferred stock, \$0.025 par value, authorized 16.0 million shares, issued – none	—	—
Common stock, \$0.625 par value, authorized 80.0 million shares, issued 56.8 million and 56.5 million shares	35.5	35.3
Additional paid-in capital	320.4	310.8
Retained earnings	938.6	843.0
Accumulated other comprehensive loss	(137.7)	(181.3)
Treasury stock, at cost, 4.1 million shares	(103.3)	(97.6)
Total Modine shareholders' equity	1,053.5	910.2
Noncontrolling interest	7.6	8.0
Total equity	1,061.1	918.2
Total liabilities and equity	\$ 2,385.9	\$ 1,917.6

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

MODINE MANUFACTURING COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
For the six months ended September 30, 2025 and 2024
(In millions)
(Unaudited)

	Six months ended September 30,	
	2025	2024
Cash flows from operating activities:		
Net earnings	\$ 96.5	\$ 94.2
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	38.7	39.1
Impairment charge	4.1	—
Stock-based compensation expense	7.4	9.8
Deferred income taxes	10.4	9.8
Other – net	4.8	3.4
Changes in operating assets and liabilities:		
Trade accounts receivable	(48.2)	(25.5)
Inventories	(147.1)	(5.2)
Accounts payable	96.7	21.8
Other assets and liabilities	(34.2)	(49.6)
Net cash provided by operating activities	29.1	97.8
Cash flows from investing activities:		
Expenditures for property, plant and equipment	(59.4)	(40.3)
Payments for business acquisitions, net of cash acquired	(182.1)	(3.4)
Other – net	3.2	0.5
Net cash used for investing activities	(238.3)	(43.2)
Cash flows from financing activities:		
Borrowings of debt	499.6	282.0
Repayments of debt	(277.2)	(301.8)
Borrowings (repayments) on bank overdraft facilities – net	2.2	(9.0)
Purchases of treasury stock	(5.7)	(7.8)
Dividends paid to noncontrolling interest	(1.8)	(0.4)
Other – net	2.4	0.3
Net cash provided by (used for) financing activities	219.5	(36.7)
Effect of exchange rate changes on cash	1.8	0.7
Net increase in cash, cash equivalents and restricted cash	12.1	18.6
Cash, cash equivalents and restricted cash – beginning of period	71.9	60.3
Cash, cash equivalents and restricted cash – end of period	\$ 84.0	\$ 78.9

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

MODINE MANUFACTURING COMPANY
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
For the three and six months ended September 30, 2025
(In millions)
(Unaudited)

	Common stock		Additional	Retained	Accumulated	Treasury	Non-	
	Shares	Amount	paid-in	earnings	other	stock, at	controlling	Total
			capital		comprehensive	cost	interest	
					loss			
Balance, March 31, 2025	56.5	\$ 35.3	\$ 310.8	\$ 843.0	\$ (181.3)	\$ (97.6)	\$ 8.0	\$ 918.2
Net earnings	—	—	—	51.2	—	—	0.5	51.7
Other comprehensive income	—	—	—	—	49.4	—	0.5	49.9
Stock options and awards	0.1	0.1	0.4	—	—	—	—	0.5
Purchases of treasury stock	—	—	—	—	—	(5.1)	—	(5.1)
Stock-based compensation expense	—	—	5.3	—	—	—	—	5.3
Dividends declared or paid to noncontrolling interest	—	—	—	—	—	—	(1.8)	(1.8)
Balance, June 30, 2025	56.6	\$ 35.4	\$ 316.5	\$ 894.2	\$ (131.9)	\$ (102.7)	\$ 7.2	\$ 1,018.7
Net earnings	—	—	—	44.4	—	—	0.4	44.8
Other comprehensive loss	—	—	—	—	(5.8)	—	—	(5.8)
Stock options and awards	0.2	0.1	1.8	—	—	—	—	1.9
Purchases of treasury stock	—	—	—	—	—	(0.6)	—	(0.6)
Stock-based compensation expense	—	—	2.1	—	—	—	—	2.1
Balance, September 30, 2025	56.8	\$ 35.5	\$ 320.4	\$ 938.6	\$ (137.7)	\$ (103.3)	\$ 7.6	\$ 1,061.1

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

MODINE MANUFACTURING COMPANY
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
For the three and six months ended September 30, 2024
(In millions)
(Unaudited)

	Common stock		Additional	Retained	Accumulated	Treasury	Non-	
	Shares	Amount	paid-in	earnings	other	stock, at	controlling	Total
			capital		comprehensive	cost	interest	
					loss			
Balance, March 31, 2024	56.1	\$ 35.0	\$ 283.7	\$ 659.0	\$ (163.4)	\$ (66.7)	\$ 7.9	\$ 755.5
Net earnings	—	—	—	47.3	—	—	0.5	47.8
Other comprehensive loss	—	—	—	—	(6.1)	—	(0.1)	(6.2)
Stock options and awards	0.1	0.1	—	—	—	—	—	0.1
Purchases of treasury stock	—	—	—	—	—	(4.7)	—	(4.7)
Stock-based compensation expense	—	—	4.2	—	—	—	—	4.2
Dividend paid to noncontrolling interest	—	—	—	—	—	—	(0.4)	(0.4)
Balance, June 30, 2024	56.2	\$ 35.1	\$ 287.9	\$ 706.3	\$ (169.5)	\$ (71.4)	\$ 7.9	\$ 796.3
Net earnings	—	—	—	46.1	—	—	0.3	46.4
Other comprehensive income	—	—	—	—	21.7	—	0.4	22.1
Stock options and awards	0.1	0.1	—	—	—	—	—	0.1
Purchases of treasury stock	—	—	—	—	—	(3.1)	—	(3.1)
Stock-based compensation expense	—	—	5.6	—	—	—	—	5.6
Balance, September 30, 2024	56.3	\$ 35.2	\$ 293.5	\$ 752.4	\$ (147.8)	\$ (74.5)	\$ 8.6	\$ 867.4

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

MODINE MANUFACTURING COMPANY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In millions, except per share amounts)
(unaudited)

Note 1: General

The accompanying unaudited condensed consolidated financial statements of Modine Manufacturing Company (“Modine” or the “Company”) were prepared in conformity with accounting principles generally accepted in the United States (“GAAP”) for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes necessary for a comprehensive presentation of financial position, results of operations and cash flows required by GAAP for complete financial statements. The financial statements include all normal recurring adjustments that are, in the opinion of management, necessary for a fair statement of results for the interim periods. Results for the first six months of fiscal 2026 are not necessarily indicative of the results to be expected for the full year. These financial statements should be read in conjunction with the consolidated financial statements and related notes in Modine’s Annual Report on Form 10-K for the year ended March 31, 2025.

Supplier finance program

The Company facilitates a voluntary supplier finance program through a financial institution that allows certain suppliers in the U.S. and Europe to request early payment for invoices, at a discount, from a financial institution. The Company or the financial institution may terminate the supplier finance program upon 90 days’ notice. The Company’s obligations to its suppliers, including amounts due and payment terms, are consistent, irrespective of whether a supplier participates in the program. The Company is not party to the arrangements between the participating suppliers and the financial institution. Under this program, the Company confirms the validity of supplier invoices to the financial institution and remits payments to it based on the original payment terms, which typically range from 60 to 120 days. The outstanding obligations under this program, included within accounts payable on the consolidated balance sheets, totaled \$15.0 million and \$15.5 million at September 30, 2025 and March 31, 2025, respectively.

New accounting guidance: Disaggregation of income statement expenses

In November 2024, the Financial Accounting Standards Board issued new guidance that will require additional disclosure regarding the nature of expenses presented within expense captions on the consolidated statements of operations and selling expenses. The new disclosure requirements will become effective for the Company’s fiscal 2028 annual financial statements. The Company is currently evaluating the new disclosures, but does not expect the guidance will have a material impact on its consolidated financial statements.

Note 2: Acquisitions and Dispositions

The Company acquired three businesses during the first six months of fiscal 2026: AbsolutAire, Inc. (“AbsolutAire”), LBW Holding Corp. (“L.B. White”), and Climate by Design International (“Climate by Design”). Since the date of each acquisition, the Company has reported the financial results of these businesses within the Climate Solutions segment. At the time the September 30, 2025 financial statements were finalized, the Company was continuing its review of the fair value estimates for certain assets acquired and liabilities assumed. As part of its purchase accounting and integration activities, the Company is in the process of assessing, refining and harmonizing the internal controls and accounting processes of the acquired businesses with those of the Company. As part of this process, the Company is reviewing the appropriateness of accruals and reserves, including those related to accounts receivable, inventory, and product warranties. As such, the allocations of the purchase prices presented below are considered preliminary. The Company expects to complete its accounting for the acquisitions of AbsolutAire, L.B. White, and Climate By Design by the end of fiscal 2026. During the first six months of fiscal 2026, the operating results for the acquired companies were not material. The Company has not presented supplemental pro forma financial information for these acquisitions since they are not material, individually or in the aggregate, to the Company’s consolidated financial statements.

Acquisition of AbsolutAire

On April 1, 2025, the Company acquired substantially all of the net operating assets of AbsolutAire for consideration totaling \$11.3 million. AbsolutAire is a Michigan-based manufacturer of direct-fired heating, ventilation, and make-up

MODINE MANUFACTURING COMPANY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In millions, except per share amounts)
(unaudited)

air systems. This acquisition supports the Company's growth strategy by expanding its heating and indoor air quality product portfolios and also broadens its customer base in the commercial, industrial, food service, and warehousing sectors. For the three and six months ended September 30, 2025, the Company included net sales of \$4.9 million and \$11.7 million, respectively, within its consolidated statements of operations attributable to AbsolutAire.

The Company's preliminary allocation of the purchase price for its acquisition of AbsolutAire is as follows:

Trade accounts receivable	\$ 3.4
Inventories	3.9
Property, plant and equipment	2.8
Intangible assets	2.2
Goodwill	1.1
Accounts payable	(1.2)
Accrued compensation and employee benefits	(0.4)
Other liabilities	(0.5)
Purchase price	<u>\$ 11.3</u>

The Company recorded \$2.2 million of intangible assets, including customer relationship and trade name assets. The Company is amortizing the acquired intangible assets using a weighted-average life of approximately eleven years. The Company allocated the excess of the purchase price over the net assets recognized to goodwill in the amount of \$1.1 million, which is expected to be deductible for income tax purposes.

Acquisition of L.B. White

On May 31, 2025, the Company acquired all of the issued and outstanding shares of L.B. White for consideration totaling \$110.5 million (\$107.7 million net of cash acquired). The Company primarily utilized its revolving credit facility to fund the purchase price.

Headquartered in Wisconsin, with additional manufacturing and distribution operations in Georgia, L.B. White is a leading provider of specialty heating solutions, including direct-fired forced air, radiant, indirect-fired, and electric heating solutions, for the agriculture, construction, and special event industries. L.B. White holds a leading position in the swine and poultry agricultural heating markets in North America and is a market leader in portables heating. This acquisition expands the Company's product portfolio and also broadens its network into adjacent heating markets. For the three and six months ended September 30, 2025, the Company included net sales of \$15.9 million and \$19.1 million, respectively, within its consolidated statements of operations attributable to L.B. White.

The Company's preliminary allocation of the purchase price for its acquisition of L.B. White is as follows:

Cash and cash equivalents	\$ 2.8
Trade accounts receivable	10.2
Inventories	17.9
Property, plant and equipment	15.9
Intangible assets	50.1
Goodwill	25.7
Other assets	1.0
Accounts payable	(1.8)
Accrued compensation and employee benefits	(1.9)
Deferred income taxes	(7.7)
Other liabilities	(1.7)
Purchase price	<u>\$ 110.5</u>

MODINE MANUFACTURING COMPANY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In millions, except per share amounts)
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The Company engaged third-party valuation specialists to assist in estimating the fair value of assets acquired. The third-party valuations utilized assumptions developed by management and other information compiled by management, including, but not limited to, future expected cash flows. The Company allocated the excess of the purchase price over the net assets recognized to goodwill in the amount of \$25.7 million, none of which is expected to be deductible for income tax purposes. Goodwill represents the future economic benefits arising from other assets acquired that could not be individually identified and separately recognized. The goodwill recorded as part of the acquisition includes L.B. White's workforce and anticipated future revenue and cost synergies.

Below is a summary of the methodologies and significant assumptions used within the third-party valuations for estimating the fair value of certain classes of acquired assets. The fair values were primarily based upon significant inputs that are not observable in the market and thus represent Level 3 measurements. See Note 4 for information regarding Level 3 fair value measurements.

Inventories: The Company determined the fair value of acquired work-in-process and finished goods inventory using both the comparative sales and cost of reproduction valuation methods. For raw materials acquired, the Company estimated the cost of replacement. In total, the Company wrote-up acquired inventory by \$1.0 million. The Company charged \$0.2 million and \$0.8 million to cost of sales during the first and second quarters of fiscal 2026, respectively, as the underlying inventory was sold.

Property, plant and equipment: The Company valued the land and facilities acquired using the cost approach. The cost approach included consideration of recent sales of comparable land parcels and estimated replacement costs for structures and site improvements, adjusting such values for estimated depreciation as of the acquisition date. The cost approach relies on assumptions regarding replacement costs and the age and estimated remaining useful lives of the assets. For personal property, which primarily consists of machinery and equipment assets, the Company utilized the market valuation approach that considers values for similar assets on secondary equipment markets. The fair value of property, plant and equipment will be recognized as depreciation expense in the Company's results of operations over the expected remaining useful lives of the assets.

Intangible assets: The Company determined the fair value of acquired intangible assets by using variations of the income approach. These methods generally forecast expected future net cash flows associated with each of the identified intangible assets and adjust the forecasts to present value by applying a discount rate intended to reflect risk factors associated with the cash flows and the time value of money. Acquired intangible assets were as follows:

	Gross Carrying Value	Weighted- Average Useful Life
Customer relationships	\$ 38.5	14 years
Trade name	11.6	20 years
Total intangible assets acquired	<u>\$ 50.1</u>	

Customer relationships represent the estimated fair value of L.B. White's business relationships with existing customers, the majority of which are dealers and/or distributors in the agriculture and portables heating markets. The fair value of customer relationships was determined using the multi-period excess earnings method, in which the value is derived by projecting the future anticipated after-tax cash flows attributable to the customer relationships. Key inputs used in the valuation included future revenue growth rates, customer attrition rates, and discount rates.

The Company determined the estimated fair value of the acquired L.B. White trade name using the relief-from-royalty method, which applies an assumed royalty rate to revenue expected to be derived under the acquired trade name. The fair value was estimated to be the present value of the royalties saved because the Company owns the trade name.

MODINE MANUFACTURING COMPANY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
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Acquisition of Climate by Design

On July 1, 2025, the Company acquired Climate by Design for \$64.4 million (\$63.4 million net of cash acquired). The Company paid \$64.1 million upon closing and the remaining \$0.3 million in October 2025. The Company primarily utilized its revolving credit facility to fund the purchase price.

Based in Minnesota, Climate by Design specializes in desiccant dehumidification technology and critical process air handlers. This acquisition supports the Company's growth strategy by expanding its commercial indoor air quality product portfolio. For both the three and six months ended September 30, 2025, the Company included \$7.3 million of net sales within its consolidated statements of operations attributable to Climate by Design.

The Company's preliminary allocation of the purchase price for its acquisition of Climate by Design is as follows:

Cash and cash equivalents	\$	1.0
Trade accounts receivable		7.3
Inventories		10.1
Property, plant and equipment		10.5
Intangible assets		15.0
Goodwill		23.6
Other assets		10.4
Accounts payable		(1.8)
Accrued compensation and employee benefits		(1.0)
Other liabilities		(10.7)
Purchase price	\$	<u>64.4</u>

The Company engaged third-party valuation specialists to assist in estimating the fair value of assets acquired. The third-party valuations utilized assumptions developed by management and other information compiled by management, including, but not limited to, future expected cash flows. The Company allocated the excess of the purchase price over the net assets recognized to goodwill in the amount of \$23.6 million. Goodwill represents the future economic benefits arising from other assets acquired that could not be individually identified and separately recognized. The goodwill recorded as part of the acquisition includes Climate by Design's workforce and anticipated future revenue and cost synergies. Goodwill is expected to be deductible for income tax purposes.

Below is a summary of the methodologies and significant assumptions used within the third-party valuations for estimating the fair value of certain classes of acquired assets. The fair values were primarily based upon significant inputs that are not observable in the market and thus represent Level 3 measurements. See Note 4 for information regarding Level 3 fair value measurements.

Inventories: The Company estimated the fair value of acquired work-in-process and finished goods inventory using both the comparative sales and cost of reproduction valuation methods. For raw materials acquired, the Company estimated the cost of replacement. The Company wrote-up acquired inventory by \$0.3 million. The Company charged the write-up to cost of sales during the second quarter of fiscal 2026 as the underlying inventory was sold.

MODINE MANUFACTURING COMPANY
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In millions, except per share amounts)
(unaudited)

Intangible assets: The Company estimated the fair value of acquired intangible assets by using variations of the income approach. These methods generally forecast expected future net cash flows associated with each of the identified intangible assets and adjust the forecasts to present value by applying a discount rate intended to reflect risk factors associated with the cash flows and the time value of money. Acquired intangible assets were as follows:

	Gross Carrying Value	Weighted- Average Useful Life
Customer relationships	\$ 8.3	10 years
Acquired technology	3.5	10 years
Trade name	3.2	10 years
Total intangible assets acquired	<u>\$ 15.0</u>	

Customer relationships represent the estimated fair value of Climate by Design's business relationships with existing customers. The fair value of customer relationships was estimated using the multi-period excess earnings method, in which the value is derived by projecting the future anticipated after-tax cash flows attributable to the customer relationships. Key inputs used in the valuation included future revenue growth rates, customer attrition rates, and discount rates.

The Company estimated the fair value of the acquired Climate by Design technology using the relief-from-royalty method, considering estimated royalties that would hypothetically be paid to use the technology.

The Company estimated the fair value of the acquired Climate by Design trade name using the relief-from-royalty method, which applies an assumed royalty rate to revenue expected to be derived under the acquired trade name. The fair value was estimated to be the present value of the royalties saved because the Company owns the trade name.

Pending disposition of facilities in Germany

In December 2024, the Company signed a definitive agreement to sell its technical service center and administrative support facility in Germany to a real estate investment firm. The Company closed the technical service center earlier in fiscal 2025 and reduced headcount in light of the sale of three automotive businesses in Germany during fiscal 2024. In light of market and other transaction-specific factors, the Company and the investment firm have recently been negotiating an amended agreement that contemplates a lower selling price of approximately \$5.0 million. Based upon the expected selling price, the Company estimated an implied loss in excess of the building and related assets' carrying value. As a result, the Company recorded a non-cash impairment charge of \$4.1 million during the second quarter of fiscal 2026. As of September 30, 2025 and March 31, 2025, the Company classified \$4.7 million and \$8.2 million, respectively, of building and related assets as held for sale and presented them within other current assets on its consolidated balance sheets. The Company expects the sale transaction will close during the second half of fiscal 2026, subject to remaining closing conditions.

MODINE MANUFACTURING COMPANY
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Note 3: Revenue Recognition

Disaggregation of revenue

The tables below present revenue for each of the Company's operating segments. Each segment's revenue is disaggregated by product group and by geographic location.

Effective April 1, 2025 and in connection with the Company's strategic transformation and application of 80/20 principles, the Company realigned its segment teams around five market-based product groups, as summarized below. Accordingly, the Company has updated its disaggregated revenue disclosure to reflect the new product group structure. The disaggregated revenue information presented for fiscal 2025 has been recast to be comparable with the fiscal 2026 presentation.

Climate Solutions

The Climate Solutions segment has aligned its teams around three product groups: i) Data Centers, ii) Heat Transfer Solutions and iii) HVAC Technologies. The Data Centers business provides sustainable cooling solutions for data center customers. Data center products include precision air conditioning units, computer room air conditioning and air handler units, fan coils and fan walls. The Heat Transfer Solutions business provides heat exchanger coils, commercial refrigeration coolers, and anti-corrosion coating products. The HVAC Technologies business provides a wide array of commercial and residential heating products, including unit heaters, roof-mounted makeup air units, duct furnaces, infrared units, and perimeter heating products. In addition, the HVAC Technologies business sells indoor air quality products for schools and commercial applications.

Performance Technologies

The Performance Technologies segment has aligned its teams around two product groups: i) Heavy-Duty Equipment and ii) On-Highway Applications. The Heavy-Duty Equipment business provides heat exchangers and cooling modules for off-highway markets, including agricultural, construction, and mining. In addition, the Heavy-Duty Equipment business sells cooling module generator sets that provide mission critical stationary power. The On-Highway Applications business provides heat exchangers and cooling systems for commercial vehicle, automotive, and specialty vehicle customers. In addition to products for traditional powertrains, the On-Highway Applications business provides products and solutions for zero-emission and hybrid vehicles, primarily for commercial vehicle, bus and specialty vehicles.

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	Three months ended September 30, 2025			Three months ended September 30, 2024		
	Climate Solutions	Performance Technologies	Segment Total	Climate Solutions	Performance Technologies	Segment Total
Product groups:						
Data centers	\$ 226.3	\$ —	\$ 226.3	\$ 158.9	\$ —	\$ 158.9
Heat transfer solutions	141.2	—	141.2	138.0	—	138.0
HVAC technologies	86.6	—	86.6	69.5	—	69.5
Heavy-duty equipment	—	102.2	102.2	—	102.5	102.5
On-highway applications	—	182.6	182.6	—	189.1	189.1
Inter-segment sales	0.3	1.5	1.8	—	5.9	5.9
Net sales	<u>\$ 454.4</u>	<u>\$ 286.3</u>	<u>\$ 740.7</u>	<u>\$ 366.4</u>	<u>\$ 297.5</u>	<u>\$ 663.9</u>
Geographic location:						
Americas	\$ 323.5	\$ 156.6	\$ 480.1	\$ 252.6	\$ 182.7	\$ 435.3
Europe	124.1	80.2	204.3	105.9	72.5	178.4
Asia	6.8	49.5	56.3	7.9	42.3	50.2
Net sales	<u>\$ 454.4</u>	<u>\$ 286.3</u>	<u>\$ 740.7</u>	<u>\$ 366.4</u>	<u>\$ 297.5</u>	<u>\$ 663.9</u>

	Six months ended September 30, 2025			Six months ended September 30, 2024		
	Climate Solutions	Performance Technologies	Segment Total	Climate Solutions	Performance Technologies	Segment Total
Product groups:						
Data centers	\$ 413.2	\$ —	\$ 413.2	\$ 321.5	\$ —	\$ 321.5
Heat transfer solutions	284.4	—	284.4	282.6	—	282.6
HVAC technologies	153.8	—	153.8	119.5	—	119.5
Heavy-duty equipment	—	208.5	208.5	—	213.0	213.0
On-highway applications	—	361.8	361.8	—	382.9	382.9
Inter-segment sales	0.4	1.5	1.9	0.1	10.6	10.7
Net sales	<u>\$ 851.8</u>	<u>\$ 571.8</u>	<u>\$ 1,423.6</u>	<u>\$ 723.7</u>	<u>\$ 606.5</u>	<u>\$ 1,330.2</u>
Geographic location:						
Americas	\$ 600.2	\$ 309.6	\$ 909.8	\$ 492.6	\$ 367.4	\$ 860.0
Europe	238.3	164.2	402.5	217.4	152.6	370.0
Asia	13.3	98.0	111.3	13.7	86.5	100.2
Net sales	<u>\$ 851.8</u>	<u>\$ 571.8</u>	<u>\$ 1,423.6</u>	<u>\$ 723.7</u>	<u>\$ 606.5</u>	<u>\$ 1,330.2</u>

Contract balances

Contract assets and contract liabilities from contracts with customers were as follows:

	September 30, 2025	March 31, 2025
Contract assets	\$ 11.7	\$ 13.3
Contract liabilities	30.0	35.1

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Contract assets primarily consist of capitalized costs related to customer-owned tooling contracts, wherein the customer has guaranteed reimbursement, and assets recorded for revenue recognized over time, which represent the Company's rights to consideration for work completed but not yet billed. Contract assets are included within other current assets on the Company's consolidated balance sheets. The \$1.6 million decrease in contract assets during the first six months of fiscal 2026 primarily resulted from a decrease in capitalized costs related to the Company's fulfillment of its performance obligations, partially offset by an increase in contract assets for revenue recognized over time.

Contract liabilities consist of payments received in advance of satisfying performance obligations under customer contracts, including contracts for data center cooling products and customer-owned tooling. Contract liabilities are included within other current liabilities on the Company's consolidated balance sheets. The \$5.1 million decrease in contract liabilities during the first six months of fiscal 2026 primarily resulted from the Company's satisfaction of performance obligations.

Note 4: Fair Value Measurements

Fair value is defined as the price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. Fair value measurements are classified under the following hierarchy:

- Level 1 – Quoted prices for identical instruments in active markets.
- Level 2 – Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets.
- Level 3 – Model-derived valuations in which one or more significant inputs are not observable.

When available, the Company uses quoted market prices to determine fair value and classifies such measurements as Level 1. In some cases, where market prices are not available, the Company uses observable market-based inputs to calculate fair value, in which case the measurements are classified as Level 2. If quoted or observable market prices are not available, the Company determines fair value based upon valuation models that use, where possible, market-based data such as interest rates, yield curves or currency rates. These measurements are classified as Level 3.

The carrying values of cash, cash equivalents, restricted cash, trade accounts receivable, accounts payable, and short-term debt approximate fair value due to the short-term nature of these instruments. In addition, the Company assesses the fair value of a disposal group for each reporting period it is held for sale. The fair value of the Company's long-term debt is disclosed in Note 17.

Note 5: Pensions

Pension cost included the following components:

	Three months ended September 30,		Six months ended September 30,	
	2025	2024	2025	2024
Service cost	\$ 0.1	\$ 0.1	\$ 0.1	0.1
Interest cost	2.2	2.2	4.6	4.5
Expected return on plan assets	(2.1)	(2.1)	(4.3)	(4.3)
Amortization of unrecognized net loss	1.2	1.1	2.4	2.3
Net periodic benefit cost	<u>\$ 1.4</u>	<u>\$ 1.3</u>	<u>\$ 2.8</u>	<u>\$ 2.6</u>

The Company did not make cash contributions to its U.S. pension plan during the six months ended September 30, 2025.

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In June 2024, the Company approved the termination of its primary U.S. pension plan. The Company has offered certain participants the option to receive their pension benefits in the form of a lump-sum distribution and plans to purchase annuity contracts to transfer its remaining obligations under the plan. In connection with the plan termination, the Company expects to make additional cash contributions in the range of \$20.0 million to \$25.0 million to fully fund the plan, on a plan termination basis, and to record non-cash pension settlement charges totaling approximately \$120.0 million to \$125.0 million during the second half of fiscal 2026. The timing and amount of the final cash contribution and settlement charges could materially differ from the Company's estimates due to the nature and timing of participant settlements, prevailing market and economic conditions, the duration of the termination process, or other factors.

Note 6: Stock-Based Compensation

The Company's stock-based incentive programs consist of the following: (i) a long-term incentive plan for officers and other executives that authorizes grants of stock awards, stock options, and performance-based awards for retention and performance, (ii) a discretionary equity program for other management and key employees, and (iii) stock awards for non-employee directors.

The Company calculates compensation expense based upon the fair value of the awards at the time of grant and subsequently recognizes expense ratably over the respective vesting periods of the stock-based awards. The Company recognized stock-based compensation expense of \$2.1 million and \$5.6 million for the three months ended September 30, 2025 and 2024, respectively. The Company recognized stock-based compensation expense of \$7.4 million and \$9.8 million for the six months ended September 30, 2025 and 2024, respectively.

During the first six months of fiscal 2026, the Company granted performance-based stock awards and restricted stock awards. The performance metrics for the performance-based stock awards are based upon a target three-year average cash flow return on invested capital and a target three-year average growth in consolidated net earnings before interest, taxes, depreciation, amortization, and certain other adjustments ("Adjusted EBITDA") at the end of the performance period ending March 31, 2028.

The weighted-average fair value of stock-based compensation awards granted during the six months ended September 30, 2025 and 2024 were as follows:

	Six months ended September 30,			
	2025		2024	
	Shares	Fair Value Per Award	Shares	Fair Value Per Award
Performance stock awards	0.1	\$ 106.70	0.1	\$ 103.77
Restricted stock awards	—	\$ 112.96	—	\$ 105.40

As of September 30, 2025, unrecognized compensation expense related to non-vested stock-based compensation awards, which will be recognized as expense over the remaining service periods, was as follows:

	Unrecognized Compensation Expense	Weighted-Average Remaining Service Period in Years
Performance stock awards	\$ 31.1	2.0
Restricted stock awards	7.6	1.8
Total	\$ 38.7	2.0

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Note 7: Restructuring Activities

Restructuring and repositioning expenses were as follows:

	Three months ended September 30,		Six months ended September 30,	
	2025	2024	2025	2024
Employee severance and related benefits	\$ 2.0	\$ 3.2	\$ 6.5	\$ 8.0
Other restructuring and repositioning expenses	1.1	1.3	1.4	1.9
Total	\$ 3.1	\$ 4.5	\$ 7.9	\$ 9.9

During the first six months of fiscal 2026, restructuring and repositioning expenses primarily consisted of severance expenses. The severance charges were primarily recorded in Europe and North America and include severance related to targeted headcount reductions intended to reduce selling, general and administrative (“SG&A”) and operational expenses. In addition, as part of its transformational initiatives supported by 80/20 principles, the Company is taking steps to optimize the efficiency of its supply chain and manufacturing processes in order to improve profit margins in the Climate Solutions and Performance Technologies segments. These restructuring activities have included transferring the production and warehousing for certain product lines among its facilities.

During the first six months of fiscal 2025, restructuring and repositioning expenses primarily consisted of severance expenses recorded in the Performance Technologies segment. These severance charges were primarily recorded in Europe and include severance related to the closure of a technical service center and other targeted headcount reductions. In addition, the Company incurred equipment transfer costs within the Climate Solutions and Performance Technologies segments.

The Company accrues severance in accordance with its written plans, procedures, and relevant statutory requirements. Changes in accrued severance were as follows:

	Three months ended September 30,	
	2025	2024
Beginning balance	\$ 8.1	\$ 8.6
Additions	2.0	3.2
Payments	(3.7)	(4.1)
Effect of exchange rate changes	—	0.2
Ending balance	\$ 6.4	\$ 7.9

	Six months ended September 30,	
	2025	2024
Beginning balance	\$ 6.6	\$ 13.0
Additions	6.5	8.0
Payments	(7.0)	(13.3)
Effect of exchange rate changes	0.3	0.2
Ending balance	\$ 6.4	\$ 7.9

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Note 8: Other Income and Expense

Other income and expense consisted of the following:

	Three months ended September 30,		Six months ended September 30,	
	2025	2024	2025	2024
Interest income	\$ 0.5	\$ 0.8	\$ 1.0	\$ 1.5
Foreign currency transactions (a)	(0.8)	(1.2)	(4.2)	(1.0)
Net periodic benefit cost (b)	(1.2)	(1.1)	(2.5)	(2.3)
Total other expense – net	<u>\$ (1.5)</u>	<u>\$ (1.5)</u>	<u>\$ (5.7)</u>	<u>\$ (1.8)</u>

- (a) Foreign currency transactions primarily consist of foreign currency transaction gains and losses on the re-measurement or settlement of foreign currency-denominated assets and liabilities, including intercompany loans and transactions denominated in a foreign currency, along with gains and losses on certain foreign currency exchange contracts.
- (b) Net periodic benefit cost for the Company's pension and postretirement plans is exclusive of service cost.

Note 9: Income Taxes

In July 2025, the One Big Beautiful Bill Act ("OBBBA") was enacted in the U.S. The OBBBA includes the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, including 100% bonus depreciation and domestic research cost expensing. It also includes modifications to the international tax framework. The legislation has multiple effective dates, with certain provisions impacting the Company through fiscal 2027. During the second quarter of fiscal 2026, the Company recognized the impacts of the OBBBA for the provisions currently enacted, including the provision regarding domestic research costs. The Company is continuing to assess provisions that are expected to impact future periods.

The Company's effective tax rate for the three months ended September 30, 2025 and 2024 was 29.7 percent and 30.1 percent, respectively. The Company's effective tax rate for the six months ended September 30, 2025 and 2024 was 25.4 percent and 29.2 percent, respectively. The effective tax rates for fiscal 2026 are lower than the prior year and included favorable changes in the mix and amount of foreign and U.S. earnings. The decreases in the effective tax rates for fiscal 2026 were partially offset by impacts associated with provisions of the OBBBA on state deferred taxes and the utilization of foreign tax credits, which increased income tax expense during the second quarter of fiscal 2026 by \$3.1 million.

The Company records valuation allowances against its net deferred tax assets to the extent it determines it is more likely than not that such assets will not be realized in the future. Each quarter, the Company evaluates the probability that its deferred tax assets will be realized and determines whether valuation allowances or adjustments thereto are needed. This determination involves judgment and the use of significant estimates and assumptions, including expectations of future taxable income and tax planning strategies. In addition, the Company considers the duration of statutory carryforward periods and historical financial results.

At September 30, 2025, valuation allowances against deferred tax assets in the U.S. and in certain foreign jurisdictions totaled \$47.3 million and \$28.0 million, respectively. The Company will maintain the valuation allowances in each applicable tax jurisdiction until it determines it is more likely than not the deferred tax assets will be realized, thereby eliminating the need for a valuation allowance. Future events or circumstances, such as lower taxable income or unfavorable changes in the financial outlook of the Company's operations in the U.S. and certain foreign jurisdictions, could necessitate the establishment of further valuation allowances.

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Accounting policies for interim reporting require the Company to adjust its effective tax rate each quarter to be consistent with its estimated annual effective tax rate. Under this methodology, the Company applies its estimated annual income tax rate to its year-to-date ordinary earnings to derive its income tax provision each quarter. The Company records the tax impacts of certain significant, unusual or infrequently occurring items in the period in which they occur. In addition, the Company excludes the impact of operations anticipated to generate net operating losses for the full fiscal year from the overall effective tax rate calculation and instead records them discretely based upon year-to-date results. The Company does not anticipate a significant change in unrecognized tax benefits during the remainder of fiscal 2026.

Note 10: Earnings Per Share

The components of basic and diluted earnings per share were as follows:

	Three months ended September 30,		Six months ended September 30,	
	2025	2024	2025	2024
Net earnings attributable to Modine	\$ 44.4	\$ 46.1	\$ 95.6	\$ 93.4
Weighted-average shares outstanding – basic	52.7	52.6	52.7	52.5
Effect of dilutive securities	1.1	1.3	1.0	1.4
Weighted-average shares outstanding – diluted	53.8	53.9	53.7	53.9
Earnings per share:				
Net earnings per share – basic	\$ 0.84	\$ 0.88	\$ 1.81	\$ 1.78
Net earnings per share – diluted	\$ 0.83	\$ 0.86	\$ 1.78	\$ 1.73

There were no securities that were anti-dilutive in the periods presented above.

Note 11: Cash, Cash Equivalents and Restricted Cash

Cash, cash equivalents and restricted cash consisted of the following:

	September 30, 2025	March 31, 2025
Cash and cash equivalents	\$ 83.8	\$ 71.6
Restricted cash	0.2	0.3
Total cash, cash equivalents and restricted cash	\$ 84.0	\$ 71.9

Restricted cash, which is reported within other current assets on the consolidated balance sheets, consists primarily of deposits for contractual guarantees or commitments required for rents, import and export duties, and commercial agreements.

Note 12: Inventories

Inventories consisted of the following:

	September 30, 2025	March 31, 2025
Raw materials	\$ 361.3	\$ 223.3
Work in process	88.8	65.9
Finished goods	78.7	51.7
Total inventories	\$ 528.8	\$ 340.9

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Note 13: Property, Plant and Equipment

Property, plant and equipment, including depreciable lives, consisted of the following:

	September 30, 2025	March 31, 2025
Land	\$ 19.3	\$ 16.4
Buildings and improvements (10-40 years)	279.5	257.7
Machinery and equipment (3-15 years)	902.5	843.7
Office equipment (3-10 years)	97.5	92.6
Construction in progress	76.1	69.5
	1,374.9	1,279.9
Less: accumulated depreciation	(917.9)	(889.4)
Net property, plant and equipment	\$ 457.0	\$ 390.5

The September 30, 2025 and March 31, 2025 property, plant and equipment in the table above exclude amounts classified as held for sale. See Note 2 for additional information.

Note 14: Goodwill and Intangible Assets

The following table presents a roll forward of the carrying value of goodwill from March 31, 2025 to September 30, 2025.

	Climate Solutions
Goodwill, March 31, 2025	\$ 233.9
Acquisitions (a)	50.4
Effect of exchange rate changes	6.4
Goodwill, September 30, 2025	\$ 290.7

- (a) During the first six months of fiscal 2026, the Company recorded \$25.7 million, \$23.6 million, and \$1.1 million of goodwill in connection with its acquisition of L.B. White, Climate by Design, and AbsolutAire, respectively. See Note 2 for additional information.

Intangible assets consisted of the following:

	September 30, 2025			March 31, 2025		
	Gross Carrying Value	Accumulated Amortization	Net Intangible Assets	Gross Carrying Value	Accumulated Amortization	Net Intangible Assets
Customer relationships	\$ 198.4	\$ (56.5)	\$ 141.9	\$ 145.4	\$ (47.5)	\$ 97.9
Trade names	69.9	(23.3)	46.6	53.1	(21.2)	31.9
Acquired technology	37.0	(17.9)	19.1	32.6	(15.7)	16.9
Total intangible assets	\$ 305.3	\$ (97.7)	\$ 207.6	\$ 231.1	\$ (84.4)	\$ 146.7

In connection with its acquisitions of three businesses during the first half of fiscal 2026, the Company recorded customer relationship, trade name, and acquired technology intangible assets totaling \$48.1 million, \$15.7 million, and \$3.5 million, respectively.

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The Company recorded amortization expense of \$4.9 million and \$6.9 million for the three months ended September 30, 2025 and 2024, respectively. The Company recorded amortization expense of \$10.6 million and \$13.8 million for the six months ended September 30, 2025 and 2024, respectively. The Company estimates that it will record approximately \$10.0 million of amortization expense during the remainder of fiscal 2026. The Company estimates that it will record approximately \$21.0 million, \$21.0 million, \$20.0 million, \$19.0 million, and \$19.0 million of annual amortization expense in fiscal 2027 through 2031, respectively.

Note 15: Product Warranties

Changes in accrued warranty costs were as follows:

	Three months ended September 30,	
	2025	2024
Beginning balance	\$ 6.5	\$ 10.8
Warranties recorded at time of sale	2.1	1.9
Adjustments to pre-existing warranties	0.6	(0.3)
Settlements	(2.2)	(1.6)
Business acquisitions (a)	0.9	—
Effect of exchange rate changes	(0.1)	0.3
Ending balance	<u>\$ 7.8</u>	<u>\$ 11.1</u>

	Six months ended September 30,	
	2025	2024
Beginning balance	\$ 9.2	\$ 10.7
Warranties recorded at time of sale	4.0	3.8
Adjustments to pre-existing warranties	(2.2)	(0.4)
Settlements	(4.3)	(3.3)
Business acquisitions (a)	0.9	—
Effect of exchange rate changes	0.2	0.3
Ending balance	<u>\$ 7.8</u>	<u>\$ 11.1</u>

(a) See Note 2 for additional information on acquisitions during fiscal 2026.

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Note 16: Leases

Lease assets and liabilities

The following table provides a summary of leases recorded on the consolidated balance sheets.

	Balance Sheet Location	September 30, 2025	March 31, 2025
<u>Lease Assets</u>			
Operating lease ROU assets	Other noncurrent assets	\$ 107.1	\$ 97.2
Finance lease ROU assets (a)	Property, plant and equipment - net	7.0	6.9
<u>Lease Liabilities</u>			
Operating lease liabilities	Other current liabilities	\$ 20.7	\$ 18.0
Operating lease liabilities	Other noncurrent liabilities	86.7	80.6
Finance lease liabilities	Long-term debt - current portion	0.5	0.5
Finance lease liabilities	Long-term debt	2.1	2.2

- (a) Finance right of use ("ROU") assets were recorded net of accumulated amortization of \$4.6 million and \$4.2 million as of September 30, 2025 and March 31, 2025, respectively.

Components of lease expense

The components of lease expense were as follows:

	Three months ended September 30,		Six months ended September 30,	
	2025	2024	2025	2024
Operating lease expense (a)	\$ 10.5	\$ 7.7	\$ 20.2	\$ 14.6
Finance lease expense:				
Depreciation of ROU assets	0.2	0.2	0.3	0.3
Interest on lease liabilities	0.1	0.1	0.1	0.1
Total lease expense	<u>\$ 10.8</u>	<u>\$ 8.0</u>	<u>\$ 20.6</u>	<u>\$ 15.0</u>

- (a) For the three and six months ended September 30, 2025, operating lease expense included short-term lease expense of \$2.6 million and \$5.0 million, respectively. For the three and six months ended September 30, 2024, operating lease expense included short-term lease expense of \$1.8 million and \$3.1 million, respectively. Variable lease expense was not significant.

During the second quarter of fiscal 2026, the Company signed a 7-year operating lease for a manufacturing facility with future lease payments totaling approximately \$44.0 million. The Company expects this lease will commence in the third quarter of fiscal 2026. The Company is increasing its production capacity to support organic growth opportunities within its Data Center business.

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Note 17: Indebtedness

In July 2025, the Company executed an amended and restated credit agreement with a syndicate of banks that provides for a multi-currency \$400.0 million revolving credit facility and a \$200.0 million term loan facility maturing in July 2030. In addition, the credit agreement provides for shorter-duration swingline loans. This credit agreement modified the Company's then existing revolving credit and term loan facilities, which would have matured in October 2027. In connection with the credit agreement modification, the Company capitalized \$2.3 million of debt issuance costs, which will be amortized as interest expense over the term of the debt.

Long-term debt consisted of the following:

	Fiscal year of maturity	September 30, 2025	March 31, 2025
Revolving credit facility	2031	\$ 265.0	\$ 30.0
Term loans	2031	200.0	193.7
5.9% Senior Notes	2029	87.5	100.0
5.8% Senior Notes	2027	16.7	16.7
Finance lease obligations		2.6	2.7
		571.8	343.1
Less: current portion		(43.9)	(44.8)
Less: unamortized debt issuance costs		(2.1)	(1.6)
Total long-term debt		<u>\$ 525.8</u>	<u>\$ 296.7</u>

Long-term debt, including the current portion of long-term debt, matures as follows:

Fiscal Year	
Remainder of 2026	\$ 26.1
2027	43.9
2028	35.6
2029	35.5
2030	10.1
2031 & beyond	420.6
Total	<u>\$ 571.8</u>

Borrowings under the revolving credit, swingline and term loan facility bear interest at variable rates, based upon the applicable reference rate and including a margin percentage dependent upon the Company's leverage ratio, as described below. At September 30, 2025, the interest rate for revolving credit facility borrowings and the term loan was 5.5 percent and 5.4 percent, respectively.

Based upon the terms of the credit agreement, the Company classifies borrowings under its revolving credit and swingline facilities as long-term and short-term debt, respectively, on its consolidated balance sheets. At September 30, 2025, the Company's borrowings under its revolving credit facilities totaled \$265.0 million and domestic letters of credit totaled \$6.2 million. As a result, available borrowing capacity under the Company's revolving credit facility was \$128.8 million as of September 30, 2025. At September 30, 2025 and March 31, 2025, the Company had no borrowings under the swingline facility. At March 31, 2025, the Company's borrowings under its revolving credit facility totaled \$30.0 million.

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The Company also maintains credit agreements for its foreign subsidiaries. The outstanding short-term borrowings related to these foreign credit agreements totaled \$12.4 million and \$9.3 million at September 30, 2025 and March 31, 2025, respectively.

Indebtedness under the Company's credit agreement and Senior Notes is secured by substantially all domestic assets, excluding real estate. These agreements further require compliance with various covenants that may limit the Company's ability to incur additional indebtedness; grant liens; make investments, loans, or guarantees; engage in certain transactions with affiliates; and make restricted payments, including dividends. In addition, the agreements may require prepayment in the event of certain asset sales.

Financial covenants within the credit agreements include a leverage ratio covenant, which requires the Company to limit its consolidated indebtedness, less a portion of its cash balances, both as defined by the credit agreements, to no more than three and one-half times consolidated net earnings before interest, taxes, depreciation, amortization, and certain other adjustments ("Adjusted EBITDA"). The Company must also maintain a ratio of Adjusted EBITDA of at least three times consolidated interest expense. As of September 30, 2025, the Company was in compliance with its debt covenants.

The Company estimates the fair value of long-term debt using discounted future cash flows at rates offered to the Company for similar debt instruments of comparable maturities. As of September 30, 2025 and March 31, 2025, the carrying value of the Company's long-term debt approximated fair value, with the exception of the Senior Notes, which had an aggregate fair value of \$105.3 million and \$116.6 million, respectively. The fair value of the Company's long-term debt is categorized as Level 2 within the fair value hierarchy. Refer to Note 4 for the definition of a Level 2 fair value measurement.

Note 18: Risks, Uncertainties, Contingencies and Litigation

Environmental

The Company has recorded environmental monitoring and remediation accruals related to manufacturing facilities in the U.S., one of which the Company currently owns and operates, and a former manufacturing facility in the Netherlands. These accruals primarily relate to soil and groundwater contamination at facilities where past operations followed practices and procedures that were considered acceptable under then-existing regulations, or where the Company is a successor to the obligations of prior owners, and current laws and regulations require investigative and/or remedial work to ensure sufficient environmental compliance. In instances where a range of loss can be reasonably estimated for a probable environmental liability, but no amount within the range is a better estimate than any other amount, the Company accrues the minimum of the range. The Company's accruals for environmental matters totaled \$14.1 million and \$15.8 million as of September 30, 2025 and March 31, 2025, respectively. As additional information becomes available regarding environmental matters, the Company will re-assess the liabilities and revise the estimated accruals, if necessary. While it is possible that the ultimate environmental remediation costs may be in excess of amounts accrued, the Company believes, based upon currently available information, that the ultimate outcome of these matters, individually and in the aggregate, will not have a material adverse effect on its financial position. However, these matters are subject to inherent uncertainties, and unfavorable outcomes could occur, including significant monetary damages.

Information technology purchase commitments

The Company has entered into purchase commitments for information technology services, primarily related to implementation and support for cloud infrastructure, data analytics, and AI-enablement services. In total, the Company expects to spend approximately \$35.0 million in connection with these purchase commitments from fiscal 2027 through fiscal 2030.

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Other litigation

In the normal course of business, the Company and its subsidiaries are named as defendants in various lawsuits and enforcement proceedings by private parties, governmental agencies and/or others in which claims are asserted against Modine. The Company believes that any additional loss in excess of amounts already accrued would not have a material effect on the Company's consolidated balance sheet, results of operations, and cash flows. In addition, management expects that the liabilities which may ultimately result from such lawsuits or proceedings, if any, would not have a material adverse effect on the Company's financial position.

Note 19: Accumulated Other Comprehensive Loss

Changes in accumulated other comprehensive loss were as follows:

	Three months ended September 30, 2025				Six months ended September 30, 2025			
	Foreign Currency Translation	Defined Benefit Plans	Cash Flow Hedges	Total	Foreign Currency Translation	Defined Benefit Plans	Cash Flow Hedges	Total
Beginning balance	\$ (29.6)	\$ (103.0)	\$ 0.7	\$ (131.9)	\$ (76.8)	\$ (103.8)	\$ (0.7)	\$ (181.3)
Other comprehensive income (loss) before reclassifications	(5.9)	—	(1.3)	(7.2)	41.3	—	0.1	41.4
Reclassifications:								
Amortization of unrecognized net loss (a)	—	1.1	—	1.1	—	2.2	—	2.2
Realized losses - net (b)	—	—	0.3	0.3	—	—	0.8	0.8
Income taxes	—	(0.3)	0.3	—	—	(0.6)	(0.2)	(0.8)
Total other comprehensive income (loss)	(5.9)	0.8	(0.7)	(5.8)	41.3	1.6	0.7	43.6
Ending balance	\$ (35.5)	\$ (102.2)	\$ —	\$ (137.7)	\$ (35.5)	\$ (102.2)	\$ —	\$ (137.7)

	Three months ended September 30, 2024				Six months ended September 30, 2024			
	Foreign Currency Translation	Defined Benefit Plans	Cash Flow Hedges	Total	Foreign Currency Translation	Defined Benefit Plans	Cash Flow Hedges	Total
Beginning balance	\$ (69.7)	\$ (99.9)	\$ 0.1	\$ (169.5)	\$ (62.8)	(100.7)	0.1	\$ (163.4)
Other comprehensive income before reclassifications	20.7	—	0.4	21.1	13.8	—	0.4	14.2
Reclassifications:								
Amortization of unrecognized net loss (a)	—	1.0	—	1.0	—	2.1	—	2.1
Realized gains - net (b)	—	—	(0.1)	(0.1)	—	—	(0.1)	(0.1)
Income taxes	—	(0.2)	(0.1)	(0.3)	—	(0.5)	(0.1)	(0.6)
Total other comprehensive income	20.7	0.8	0.2	21.7	13.8	1.6	0.2	15.6
Ending balance	\$ (49.0)	\$ (99.1)	\$ 0.3	\$ (147.8)	\$ (49.0)	\$ (99.1)	\$ 0.3	\$ (147.8)

- (a) Amounts are included in the calculation of net periodic benefit cost for the Company's defined benefit plans, which include pension and other postretirement plans. See Note 5 for additional information about the Company's pension plans.
- (b) Amounts represent net gains and losses associated with cash flow hedges that were reclassified to net earnings.

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Note 20: Segment Information

The Company's chief operating decision maker ("CODM"), its President and Chief Executive Officer, reviews the separate financial results for each of its operating segments. The CODM uses segment operating income as a measure of profit and loss to evaluate the financial performance of each segment and as the basis for allocating company resources. The tables below present net sales and significant expense categories for each of the Company's segments that are regularly provided to the CODM. Net sales for Corporate and eliminations primarily represent the elimination of inter-segment sales. Inter-segment sales are accounted for based upon an established markup over production costs.

	Three months ended September 30, 2025				Three months ended September 30, 2024			
	Climate Solutions	Performance Technologies	Corporate and eliminations	Total	Climate Solutions	Performance Technologies	Corporate and eliminations	Total
External sales	\$ 454.1	\$ 284.8	\$ —	\$ 738.9	\$ 366.4	\$ 291.6	\$ —	\$ 658.0
Inter-segment sales	0.3	1.5	(1.8)	—	—	5.9	(5.9)	—
Net sales	454.4	286.3	(1.8)	738.9	366.4	297.5	(5.9)	658.0
Cost of sales	342.4	232.2	(0.6)	574.0	260.1	237.4	(5.1)	492.4
Gross profit	112.0	54.1	(1.2)	164.9	106.3	60.1	(0.8)	165.6
Selling, general and administrative expenses	47.4	19.7	17.1	84.2	40.1	26.3	19.4	85.8
Restructuring expenses	2.4	0.6	0.1	3.1	1.5	3.0	—	4.5
Impairment charge	—	4.1	—	4.1	—	—	—	—
Operating income	\$ 62.2	\$ 29.7	\$ (18.4)	\$ 73.5	\$ 64.7	\$ 30.8	\$ (20.2)	\$ 75.3

	Six months ended September 30, 2025				Six months ended September 30, 2024			
	Climate Solutions	Performance Technologies	Corporate and eliminations	Total	Climate Solutions	Performance Technologies	Corporate and eliminations	Total
External sales	\$ 851.4	\$ 570.3	\$ —	\$ 1,421.7	\$ 723.6	\$ 595.9	\$ —	\$ 1,319.5
Inter-segment sales	0.4	1.5	(1.9)	—	0.1	10.6	(10.7)	—
Net sales	851.8	571.8	(1.9)	1,421.7	723.7	606.5	(10.7)	1,319.5
Cost of sales	626.9	465.8	(1.3)	1,091.4	516.6	482.9	(8.2)	991.3
Gross profit	224.9	106.0	(0.6)	330.3	207.1	123.6	(2.5)	328.2
Selling, general and administrative expenses	92.1	41.6	35.4	169.1	80.9	53.1	34.6	168.6
Restructuring expenses	3.7	4.1	0.1	7.9	1.7	8.2	—	9.9
Impairment charge	—	4.1	—	4.1	—	—	—	—
Operating income	\$ 129.1	\$ 56.2	\$ (36.1)	\$ 149.2	\$ 124.5	\$ 62.3	\$ (37.1)	\$ 149.7

SG&A expenses at Corporate include legal, finance, general corporate and central services expenses and other costs that are either not directly attributable to an operating segment or not considered when the CODM evaluates segment performance.

The following is a summary of capital expenditures and depreciation and amortization expense by segment:

	Three months ended September 30,		Six months ended September 30,	
	2025	2024	2025	2024
Capital expenditures:				
Climate Solutions	\$ 26.8	\$ 7.7	\$ 46.7	\$ 23.7
Performance Technologies	5.1	5.7	12.4	16.5
Corporate	—	0.1	0.3	0.1
Total capital expenditures	\$ 31.9	\$ 13.5	\$ 59.4	\$ 40.3

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	Three months ended September 30,		Six months ended September 30,	
	2025	2024	2025	2024
Depreciation and amortization expense:				
Climate Solutions	\$ 11.4	\$ 12.6	\$ 22.6	\$ 24.5
Performance Technologies	7.8	7.2	15.3	14.2
Corporate	0.5	0.2	0.8	0.4
Total depreciation and amortization expense	<u>\$ 19.7</u>	<u>\$ 20.0</u>	<u>\$ 38.7</u>	<u>\$ 39.1</u>

The following is a summary of segment assets, comprised entirely of trade accounts receivable and inventories, and other assets:

	September 30, 2025	March 31, 2025
Assets:		
Climate Solutions	\$ 705.6	\$ 448.7
Performance Technologies	382.2	371.1
Other (a)	1,298.1	1,097.8
Total assets	<u>\$ 2,385.9</u>	<u>\$ 1,917.6</u>

- (a) Represents cash and cash equivalents, other current assets, property plant and equipment, intangible assets, goodwill, deferred income taxes, and other noncurrent assets for the Climate Solutions and Performance Technologies segments and Corporate.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

When we use the terms “Modine,” “we,” “us,” the “Company,” or “our” in this report, we are referring to Modine Manufacturing Company. Our fiscal year ends on March 31 and, accordingly, all references to quarters refer to our fiscal quarters. The quarter ended September 30, 2025 was the second quarter of fiscal 2026.

Fiscal 2026 acquisitions

We recently acquired three businesses within our Climate Solutions segment, each supporting our growth strategy by expanding our product portfolio and broadening our customer base.

On April 1, 2025, we acquired substantially all of the net operating assets of AbsolutAire, Inc. (“AbsolutAire”) for \$11.3 million. AbsolutAire is a Michigan-based manufacturer of direct-fired heating, ventilation, and make-up air systems and has annual sales of approximately \$25.0 million.

On May 31, 2025, we acquired LBW Holding Corp. (“L.B. White”) for \$110.5 million. Headquartered in Wisconsin, with additional manufacturing and distribution operations in Georgia, L.B. White has annual sales of approximately \$75.0 million and is a leading provider of specialty heating solutions, including direct-fired forced air, radiant, indirect-fired, and electric heating solutions, for the agriculture, construction, and special event industries.

On July 1, 2025, we acquired Climate by Design International (“Climate by Design”) for \$64.4 million. Based in Minnesota, Climate by Design specializes in desiccant dehumidification technology and critical process air handlers and has annual sales of approximately \$45.0 million.

See Note 2 of the Notes to Condensed Consolidated Financial Statements for further information.

Second quarter highlights

Net sales in the second quarter of fiscal 2026 increased \$80.9 million, or 12 percent, from the second quarter of fiscal 2025, primarily due to higher sales in our Climate Solutions segment, partially offset by lower sales in our Performance Technologies segment. Cost of sales increased \$81.6 million, or 17 percent. Gross profit decreased \$0.7 million. Gross margin declined 290 basis points to 22.3 percent, primarily due to lower gross margin in the Climate Solutions segment, largely driven by temporary operating inefficiencies associated with our rapid expansion of data center manufacturing capacity. Selling, general and administrative (“SG&A”) expenses decreased \$1.6 million. We recorded a \$4.1 million impairment charge in our Performance Technology segment related to a technical service center and administrative support facility in Germany, which we expect to sell during the second half of fiscal 2026. Operating income of \$73.5 million during the second quarter of fiscal 2026 decreased \$1.8 million from the prior year, primarily due to the impairment charge, partially offset by lower SG&A and restructuring expenses.

Year-to-date highlights

Net sales in the first six months of fiscal 2026 increased \$102.2 million, or 8 percent, from the same period last year, primarily due to higher sales in our Climate Solutions segment, partially offset by lower sales in our Performance Technologies segment. Cost of sales increased \$100.1 million, or 10 percent, from the same period last year. Gross profit increased \$2.1 million, yet gross margin declined 170 basis points to 23.2 percent. SG&A expenses increased \$0.5 million. Operating income of \$149.2 million during the first six months of fiscal 2026 decreased \$0.5 million from the prior year, primarily due to the impairment charge recorded during the second quarter, partially offset by higher gross profit and lower restructuring expenses.

CONSOLIDATED RESULTS OF OPERATIONS

The following table presents our consolidated financial results on a comparative basis for the three and six months ended September 30, 2025 and 2024:

(in millions)	Three months ended September 30,				Six months ended September 30,			
	2025		2024		2025		2024	
	\$'s	% of sales	\$'s	% of sales	\$'s	% of sales	\$'s	% of sales
Net sales	\$ 738.9	100.0 %	\$ 658.0	100.0 %	\$ 1,421.7	100.0 %	\$ 1,319.5	100.0 %
Cost of sales	574.0	77.7 %	492.4	74.8 %	1,091.4	76.8 %	991.3	75.1 %
Gross profit	164.9	22.3 %	165.6	25.2 %	330.3	23.2 %	328.2	24.9 %
Selling, general and administrative expenses	84.2	11.4 %	85.8	13.0 %	169.1	11.9 %	168.6	12.8 %
Restructuring expenses	3.1	0.4 %	4.5	0.7 %	7.9	0.6 %	9.9	0.8 %
Impairment charge	4.1	0.6 %	—	—	4.1	0.3 %	—	—
Operating income	73.5	9.9 %	75.3	11.4 %	149.2	10.5 %	149.7	11.3 %
Interest expense	(8.3)	(1.1)%	(7.4)	(1.1)%	(14.1)	(1.0)%	(14.9)	(1.1)%
Other expense – net	(1.5)	(0.2)%	(1.5)	(0.2)%	(5.7)	(0.4)%	(1.8)	(0.1)%
Earnings before income taxes	63.7	8.6 %	66.4	10.1 %	129.4	9.1 %	133.0	10.1 %
Provision for income taxes	(18.9)	(2.6)%	(20.0)	(3.0)%	(32.9)	(2.3)%	(38.8)	(2.9)%
Net earnings	\$ 44.8	6.1 %	\$ 46.4	7.1 %	\$ 96.5	6.8 %	\$ 94.2	7.1 %

Comparison of the three months ended September 30, 2025 and 2024

Second quarter net sales of \$738.9 million were \$80.9 million, or 12 percent, higher than the second quarter of the prior year, primarily due to \$88.0 million of higher sales in our Climate Solutions segment, driven by sales growth to hyperscale and colocation data center customers in North America and \$28.1 million of incremental sales from the acquired L.B. White, Climate by Design, and AbsolutAire businesses. The higher sales in the Climate Solutions segment were partially offset by lower sales in our Performance Technologies segment, which decreased \$11.2 million, largely due to market weakness. Foreign currency exchange rates favorably impacted sales by \$9.4 million.

Second quarter cost of sales increased \$81.6 million, or 17 percent, primarily due to higher sales volume in the Climate Solutions segment and a \$7.8 million unfavorable impact of foreign currency exchange rates. In addition, cost of sales was unfavorably impacted by temporary operating inefficiencies in the Climate Solutions segment, largely due to the rapid expansion of manufacturing capacity for data center products, and higher raw material costs, which increased approximately \$5.0 million. These drivers, which increased cost of sales, were partially offset by lower sales volume and improved operating efficiencies in the Performance Technologies segment. As a percentage of sales, cost of sales increased 290 basis points to 77.7 percent, primarily due to the absence of commercial pricing settlements and the recognition of sales tax credits in Brazil, both of which favorably impacted the prior year, higher material costs, and temporary operating inefficiencies.

As a result of higher sales and higher cost of sales as a percentage of sales, second quarter gross profit decreased \$0.7 million and gross margin declined 290 basis points to 22.3 percent.

Second quarter SG&A expenses decreased \$1.6 million, or 2 percent. As a percentage of sales, SG&A expenses decreased by 160 basis points. The decrease in SG&A expenses was driven by lower compensation-related expenses in the Performance Technologies segment, which included the benefits of previous restructuring actions, and lower incentive compensation expense. These drivers, which decreased SG&A, were partially offset by higher compensation-related expenses in the Climate Solutions segment, supporting the segment's growth and including incremental expenses from the acquired businesses. Other costs directly associated with acquisition and integration activities increased \$2.3 million.

Restructuring expenses decreased \$1.4 million compared with the second quarter of fiscal 2025, primarily due to lower severance expenses in the Performance Technologies segment, partially offset by higher severance expenses in the Climate Solutions segment.

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During the second quarter of fiscal 2026, we recorded a \$4.1 million non-cash impairment charge in the Performance Technologies segment related to a technical service center and administrative support facility in Germany, which we expect to sell during the second half of fiscal 2026.

Operating income of \$73.5 million in the second quarter of fiscal 2026 decreased \$1.8 million compared with the second quarter of fiscal 2025, primarily due to the \$4.1 million impairment charge, partially offset by lower SG&A and restructuring expenses.

Interest expense during the second quarter of fiscal 2026 increased \$0.9 million compared with the second quarter of fiscal 2025, primarily due to higher average outstanding borrowings on our revolving credit facility, partially offset by favorable changes in interest rates.

The provision for income taxes was \$18.9 million and \$20.0 million in the second quarter of fiscal 2026 and 2025, respectively. The \$1.1 million decrease included favorable changes in the mix and amount of foreign and U.S. earnings, as compared with the same period in the prior year. The decrease in the provision for income taxes for fiscal 2026 was partially offset by impacts associated with provisions of the One Big Beautiful Bill Act ("OBBBA") on state deferred taxes and the utilization of foreign tax credits, which increased the income tax provision during the second quarter of fiscal 2026 by \$3.1 million. The Company is continuing to assess provisions of the OBBBA that are expected to impact future periods.

Comparison of the six months ended September 30, 2025 and 2024

Fiscal 2026 year-to-date net sales of \$1,421.7 million were \$102.2 million, or 8 percent, higher than the same period last year, primarily due to \$128.1 million of higher sales in our Climate Solutions segment, including \$38.1 million of incremental sales from the acquired businesses and organic sales growth to hyperscale and colocation data center customers. The higher sales in the Climate Solutions segment were partially offset by \$34.7 million of lower sales in our Performance Technologies segment, largely due to market weakness. Foreign currency exchange rates favorably impacted sales by \$17.5 million.

Fiscal 2026 year-to-date cost of sales of \$1,091.4 million increased \$100.1 million, or 10 percent, primarily due to higher sales volume in the Climate Solutions segment and a \$14.3 million unfavorable impact of foreign currency exchange rates. In addition, cost of sales was unfavorably impacted by temporary operating inefficiencies in the Climate Solutions segment, largely due to the rapid expansion of manufacturing capacity for data center products, and higher raw material costs, which increased approximately \$7.0 million. These drivers, which increased cost of sales, were partially offset by lower sales volume and improved operating efficiencies in the Performance Technologies segment. As a percentage of sales, cost of sales increased 170 basis points to 76.8 percent, primarily due to higher material and labor costs and the absence of commercial pricing settlements and sales tax credits, which favorably impacted the prior year.

As a result of higher sales and higher cost of sales as a percentage of sales, gross profit increased \$2.1 million and gross margin declined 170 basis points to 23.2 percent.

Fiscal 2026 year-to-date SG&A expenses increased \$0.5 million. As a percentage of sales, SG&A expenses decreased by 90 basis points. The increase in SG&A expenses includes higher compensation-related expenses in the Climate Solutions segment, supporting the segment's growth and including incremental expenses from the acquired businesses. Other costs directly associated with acquisition and integration activities increased \$3.7 million. These drivers, which increased SG&A expenses, were partially offset by lower compensation-related expenses in the Performance Technologies segment, which included the benefits of previous restructuring actions, and lower incentive compensation expense.

Restructuring expenses during the first six months of fiscal 2026 decreased \$2.0 million compared with the same period last year, primarily due to lower severance expenses in the Performance Technologies segment, partially offset by higher severance expenses in the Climate Solutions segment.

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During the second quarter of fiscal 2026, we recorded a \$4.1 million non-cash impairment charge in the Performance Technologies segment related to a technical service center and administrative support facility in Germany, which we expect to sell during the second half of fiscal 2026.

Operating income of \$149.2 million in the first six months of fiscal 2026 decreased \$0.5 million compared with the same period last year, primarily due to the \$4.1 million impairment charge, partially offset by higher gross profit and lower restructuring expenses.

Interest expense during the first six months of fiscal 2026 decreased \$0.8 million compared with the same period last year, primarily due to favorable changes in interest rates, partially offset by higher average outstanding borrowings on our revolving credit facility.

Other net expenses during the first six months of fiscal 2026 increased \$3.9 million compared with the same period last year, primarily due to an increase in net foreign currency transaction losses.

The provision for income taxes was \$32.9 million and \$38.8 million during the first six months of fiscal 2026 and 2025, respectively. The \$5.9 million decrease included favorable changes in the mix and amount of foreign and U.S. earnings, as compared with the same period in the prior year. The decrease in the provision for income taxes for fiscal 2026 was partially offset by impacts associated with provisions of the OBBBA on state deferred taxes and the utilization of foreign tax credits, which increased the income tax provision during the second quarter of fiscal 2026 by \$3.1 million. The Company is continuing to assess provisions of the OBBBA that are expected to impact future periods.

SEGMENT RESULTS OF OPERATIONS

The following is a discussion of our segment results of operations for the three and six months ended September 30, 2025 and 2024:

Climate Solutions

(in millions)	Three months ended September 30,				Six months ended September 30,			
	2025		2024		2025		2024	
	\$'s	% of sales	\$'s	% of sales	\$'s	% of sales	\$'s	% of sales
Net sales	\$ 454.4	100.0 %	\$ 366.4	100.0 %	\$ 851.8	100.0 %	\$ 723.7	100.0 %
Cost of sales	342.4	75.4 %	260.1	71.0 %	626.9	73.6 %	516.6	71.4 %
Gross profit	112.0	24.6 %	106.3	29.0 %	224.9	26.4 %	207.1	28.6 %
Selling, general and administrative expenses	47.4	10.4 %	40.1	11.0 %	92.1	10.8 %	80.9	11.2 %
Restructuring expenses	2.4	0.5 %	1.5	0.4 %	3.7	0.4 %	1.7	0.2 %
Operating income	\$ 62.2	13.7 %	\$ 64.7	17.6 %	\$ 129.1	15.2 %	\$ 124.5	17.2 %

Comparison of the three months ended September 30, 2025 and 2024

Climate Solutions net sales increased \$88.0 million, or 24 percent, from the second quarter of fiscal 2025 to the second quarter of fiscal 2026, primarily due to higher sales volume and a \$5.1 million favorable impact of foreign currency exchange rates. Compared with the second quarter of the prior year, sales of data center, HVAC technologies, and heat transfer solution products increased \$67.4 million, \$17.1 million, and \$3.2 million, respectively. The higher data center product sales include sales growth to hyperscale and colocation customers in North America and Europe. The higher HVAC technologies product sales are primarily driven by \$28.1 million of incremental sales from the acquired L.B. White, Climate by Design, and AbsolutAire businesses, partially offset by lower sales of other heating and indoor air quality products. The increase in sales of heat transfer products was partially offset by the absence of commercial pricing settlements with heat pump customers in Europe, which had a favorable impact during the prior year.

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Climate Solutions cost of sales increased \$82.3 million, or 32 percent, from the second quarter of fiscal 2025 to the second quarter of fiscal 2026, primarily due to higher sales volume, temporary operating inefficiencies, largely due to the rapid expansion of manufacturing capacity in the U.S. for data center products, and higher raw material costs, which increased approximately \$4.0 million. In addition, cost of sales was negatively impacted by \$4.1 million from foreign currency exchange rates. As a percentage of sales, cost of sales increased 440 basis points to 75.4 percent, primarily due to the temporary operating inefficiencies, the absence of the commercial pricing settlements in the prior year, and higher material costs.

As a result of the higher sales and higher cost of sales as a percentage of sales, gross profit increased \$5.7 million and gross margin declined 440 basis points to 24.6 percent.

Climate Solutions SG&A expenses increased \$7.3 million compared with the second quarter of the prior year. As a percentage of sales, SG&A expenses decreased by 60 basis points. The increase in SG&A expenses was primarily driven by higher compensation-related expenses and increases across other general and administrative expenses, including costs to support strategic growth initiatives. The higher compensation-related expenses, which increased approximately \$6.0 million, also included expenses from the acquired businesses. These increases were partially offset by lower amortization expense, which decreased \$2.2 million. The lower amortization expense was primarily driven by an order backlog intangible asset, which we recorded in connection with our acquisition of Scott Springfield Mfg. Inc. and finished amortizing during the first quarter of fiscal 2026.

Restructuring expenses increased \$0.9 million compared with the second quarter of fiscal 2025, primarily due to higher severance expenses, partially offset by lower equipment transfer costs.

Operating income of \$62.2 million decreased \$2.5 million from the second quarter of fiscal 2025 to the second quarter of fiscal 2026, primarily due to higher SG&A expenses, partially offset by higher gross profit.

Comparison of the six months ended September 30, 2025 and 2024

Climate Solutions year-to-date net sales increased \$128.1 million, or 18 percent, from the same period last year, primarily due to higher sales volume, and an \$11.2 million favorable impact of foreign currency exchange rates. Compared with the same period in the prior year, sales of data center, HVAC technologies, and heat transfer solutions products increased \$91.7 million, \$34.3 million, and \$1.8 million respectively. The higher data center product sales include sales growth to hyperscale and colocation customers in North America and Europe. The higher HVAC technologies product sales are primarily driven by \$38.1 million of incremental sales from the acquired businesses. The increase in sales of heat transfer products was partially offset by the absence of commercial pricing settlements with heat pump customers in Europe, which had a favorable impact during the prior year.

Climate Solutions year-to-date cost of sales increased \$110.3 million, or 21 percent, from the same period last year, primarily due to higher sales volume and an \$8.8 million unfavorable impact of foreign currency exchange rates. In addition, cost of sales was negatively impacted by temporary operating inefficiencies, largely due to the rapid expansion of manufacturing capacity in the U.S. for data center products, and higher raw material costs, which increased approximately \$4.0 million. As a percentage of sales, cost of sales increased 220 basis points to 73.6 percent, primarily due to the temporary operating inefficiencies, the absence of the commercial pricing settlements in the prior year, and higher material costs.

As a result of the higher sales and higher cost of sales as a percentage of sales, gross profit increased \$17.8 million and gross margin declined 220 basis points to 26.4 percent.

Climate Solutions year-to-date SG&A expenses increased \$11.2 million, yet decreased 40 basis points as a percentage of sales. The increase in SG&A expenses was primarily driven by higher compensation-related expenses and increases across other general and administrative expenses. The higher compensation-related expenses, which increased approximately \$12.0 million, includes expenses from the acquired businesses. This increase was partially offset by lower amortization expense, which decreased \$3.3 million.

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Restructuring expenses during the first six months of fiscal 2026 increased \$2.0 million compared with the same period last year, primarily due to higher severance expenses, partially offset by lower costs related to transferring production and warehousing for certain product lines.

Operating income of \$129.1 million during the first six months of fiscal 2026 increased \$4.6 million from the same period last year, primarily due to higher gross profit, partially offset by higher SG&A expenses.

Performance Technologies

(in millions)	Three months ended September 30,				Six months ended September 30,			
	2025		2024		2025		2024	
	\$'s	% of sales	\$'s	% of sales	\$'s	% of sales	\$'s	% of sales
Net sales	\$ 286.3	100.0 %	\$ 297.5	100.0 %	\$ 571.8	100.0 %	\$ 606.5	100.0 %
Cost of sales	232.2	81.1 %	237.4	79.8 %	465.8	81.5 %	482.9	79.6 %
Gross profit	54.1	18.9 %	60.1	20.2 %	106.0	18.5 %	123.6	20.4 %
Selling, general and administrative expenses	19.7	6.9 %	26.3	8.8 %	41.6	7.3 %	53.1	8.7 %
Restructuring expenses	0.6	0.2 %	3.0	1.0 %	4.1	0.7 %	8.2	1.4 %
Impairment charge	4.1	1.4 %	—	—	4.1	0.7 %	—	—
Operating income	\$ 29.7	10.4 %	\$ 30.8	10.4 %	\$ 56.2	9.8 %	\$ 62.3	10.3 %

Comparison of the three months ended September 30, 2025 and 2024

Performance Technologies net sales decreased \$11.2 million, or 4 percent, from the second quarter of fiscal 2025 to the second quarter of fiscal 2026, primarily due to lower sales volume in North America, largely due to market weakness, our strategic exit from lower-margin business in connection with 80/20 product rationalization initiatives, and, to a lesser extent, the absence of sales tax credits recognized in Brazil during the prior year. These decreases were partially offset by higher average selling prices, and a \$4.3 million favorable impact of foreign currency exchange rates. Compared with the second quarter of the prior year, sales of on-highway application and heavy-duty equipment products decreased \$6.5 million and \$0.3 million, respectively.

Performance Technologies cost of sales decreased \$5.2 million, or 2 percent, from the second quarter of fiscal 2025 to the second quarter of fiscal 2026, primarily due to lower sales volume and, to a lesser extent, improved operating efficiencies. These drivers, which decreased cost of sales, were partially offset by a \$3.7 million unfavorable impact of foreign currency exchange rates and higher raw material costs, which increased approximately \$1.0 million. As a percentage of sales, cost of sales increased 130 basis points to 81.1 percent, primarily due to the unfavorable impact of lower sales and higher material costs, partially offset by improved operating efficiencies.

As a result of the lower sales and higher cost of sales as a percentage of sales, gross profit decreased \$6.0 million and gross margin declined 130 basis points to 18.9 percent.

Performance Technologies SG&A expenses decreased \$6.6 million compared with the second quarter of the prior year. As a percentage of sales, SG&A expenses decreased by 190 basis points. The decrease in SG&A expenses was primarily due to lower compensation-related expenses, which decreased approximately \$8.0 million and included the benefits of previous restructuring actions.

Restructuring expenses decreased \$2.4 million compared with the second quarter of the prior year, primarily due to lower severance expenses in Europe.

During the second quarter of fiscal 2026, we recorded a \$4.1 million non-cash impairment charge to reduce the carrying value of a technical service center and administrative support facility in Germany to estimated fair value, less costs to sell.

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Operating income of \$29.7 million decreased \$1.1 million from the second quarter of fiscal 2025 to the second quarter of fiscal 2026, primarily due to lower gross profit and the impairment charge recorded in the current year, partially offset by lower SG&A and restructuring expenses.

Comparison of the six months ended September 30, 2025 and 2024

Performance Technologies year-to-date net sales decreased \$34.7 million, or 6 percent, from the same period last year, primarily due to lower sales volume, largely due to market weakness, our strategic exit from lower-margin business, and, to a lesser extent, the absence of sales tax credits recognized in Brazil during the prior year. These decreases were partially offset by a \$6.3 million favorable impact of foreign currency exchanges rates. Compared with the same period in the prior year, sales of on-highway applications and heavy-duty equipment products decreased \$21.1 million and \$4.5 million, respectively.

Performance Technologies year-to-date cost of sales decreased \$17.1 million, or 4 percent, from the same period last year, primarily due to lower sales volume and, to a lesser extent, improved operating efficiencies. These drivers, which decreased cost of sales, were partially offset by higher raw material costs, which increased approximately \$3.0 million, and a \$5.5 million unfavorable impact of foreign currency exchange rates. As a percentage of sales, cost of sales increased 190 basis points to 81.5 percent, primarily due to the unfavorable impact of lower sales and higher material costs, partially offset by improved operating efficiencies.

As a result of the lower sales and higher cost of sales as a percentage of sales, gross profit decreased \$17.6 million and gross margin declined 190 basis points to 18.5 percent.

Performance Technologies year-to-date SG&A expenses decreased \$11.5 million, or 22 percent, compared with the same period last year. As a percentage of sales, year-to-date SG&A expenses decreased by 140 basis points. The decrease in SG&A expenses was primarily due to lower compensation-related expenses, which decreased approximately \$14.0 million and included the benefits of previous restructuring actions.

Restructuring expenses during the first six months of fiscal 2026 decreased \$4.1 million compared with the same period last year, primarily due to lower severance expenses in Europe, partially offset by higher severance expenses in North America.

During the second quarter of fiscal 2026, we recorded a \$4.1 million non-cash impairment charge to reduce the carrying value of a technical service center and administrative support facility in Germany to estimated fair value, less costs to sell.

Operating income of \$56.2 million during the first six months of fiscal 2026 decreased \$6.1 million from the same period last year, primarily due to lower gross profit and the impairment charge recorded in the current year, partially offset by lower SG&A and restructuring expenses.

Liquidity and Capital Resources

Our primary sources of liquidity are cash flow from operating activities, our cash and cash equivalents as of September 30, 2025 of \$83.8 million, and available borrowing capacity of \$128.8 million under our revolving credit facility. Given our extensive international operations, approximately \$53.0 million of our cash and cash equivalents are held by our non-U.S. subsidiaries. Amounts held by non-U.S. subsidiaries are available for general corporate use; however, these funds may be subject to foreign withholding taxes if repatriated. We believe our sources of liquidity will provide sufficient cash flow to adequately cover our funding needs on both a short-term and long-term basis.

Net cash provided by operating activities

Net cash provided by operating activities for the six months ended September 30, 2025 was \$29.1 million, which represents a \$68.7 million decrease compared with the same period in the prior year. This decrease in operating cash flow was primarily due to unfavorable net changes in working capital, as compared with the same period in the prior year. The unfavorable changes in working capital include the impact of higher inventory levels and higher payments for incentive compensation. Our Climate Solutions segment has increased inventory levels in fiscal 2026, primarily to support growing customer demand for data center products in the U.S. These drivers were partially offset by the favorable impact of increases in accounts payable, which largely results from the higher inventory levels.

Capital expenditures

Capital expenditures of \$59.4 million during the first six months of fiscal 2026 increased \$19.1 million compared with the same period in the prior year. During the second quarter of fiscal 2026, we announced a new plan to invest an incremental \$100.0 million over the next twelve months to expand our manufacturing capacity in the U.S. for data center products.

Business acquisitions

We are focused on acquiring businesses that we expect will accelerate our strategic growth. During the first half of fiscal 2026, we made cash payments totaling \$182.1 million to acquire L.B. White, Climate by Design, and AbsolutAire. See Note 2 of the Notes to Condensed Consolidated Financial Statements for additional information regarding these acquisitions.

Debt

During the first six months of fiscal 2026, borrowings on our credit facilities, net of repayments, totaled \$224.6 million. We primarily used the incremental borrowings to fund our acquisitions of L.B. White and Climate by Design, which closed on May 31, 2025 and July 1, 2025, respectively.

In July 2025, we executed an amended and restated credit agreement with a syndicate of banks that provides for a multi-currency \$400.0 million revolving credit facility and a \$200.0 million term loan facility maturing in July 2030. This credit agreement modified our then-existing revolving credit and term loan facilities, which would have matured in October 2027. We also amended the agreement governing our Senior Notes, to conform the applicable terms to those of the aforementioned amended and restated credit agreement.

Our credit agreements require us to maintain compliance with various covenants, including a leverage ratio covenant and an interest expense coverage ratio covenant, which are discussed further below. Indebtedness under our credit agreements is secured by liens on substantially all domestic assets, excluding real estate. These agreements further require compliance with various covenants that may limit our ability to incur additional indebtedness; grant liens; make investments, loans, or guarantees; engage in certain transactions with affiliates; or make restricted payments, including dividends. Also, the credit agreements may require prepayments in the event of certain asset sales.

As amended, the leverage ratio covenant within our primary credit agreements requires us to limit our consolidated indebtedness, less a portion of our cash balance, both as defined by the credit agreements, to no more than three and one-half times consolidated net earnings before interest, taxes, depreciation, amortization, and certain other adjustments (“Adjusted EBITDA”). We are also subject to an interest expense coverage ratio covenant, which requires us to maintain Adjusted EBITDA of at least three times consolidated interest expense.

As of September 30, 2025, we were in compliance with our debt covenants. We expect to remain in compliance with our debt covenants during the remainder of fiscal 2026 and beyond.

U.S. pension plan termination

In June 2024, we approved the termination of our U.S. pension plan. We offered certain participants the option to receive their pension benefits in the form of a lump-sum distribution and plan to purchase annuity contracts to transfer our remaining obligations under the plan. In connection with the plan termination, we expect to make additional cash contributions in the range of \$20.0 million to \$25.0 million to fully fund the plan, on a plan termination basis, and to record non-cash pension settlement charges totaling approximately \$120.0 million to \$125.0 million during the second half of fiscal 2026. The timing and amount of the final cash contribution and settlement charges could materially differ from our estimates due to the nature and timing of participant settlements, prevailing market and economic conditions, the duration of the termination process, or other factors.

Share repurchase program

We did not purchase shares under our share repurchase program during the first half of fiscal 2026. As of September 30, 2025, we had \$81.6 million of share repurchase authorization remaining under the repurchase program, which does not expire. Our decision whether and to what extent to repurchase additional shares under the program will depend on a number of factors, including business conditions, other cash priorities, and stock price.

Forward-looking statements

This report, including, but not limited to, the discussion under Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations, contains statements, including information about future financial performance, accompanied by phrases such as “believes,” “estimates,” “expects,” “plans,” “anticipates,” “intends,” and other similar “forward-looking” statements, as defined in the Private Securities Litigation Reform Act of 1995. Modine’s actual results, performance or achievements may differ materially from those expressed or implied in these statements, because of certain risks and uncertainties, including, but not limited to, those described under “Risk Factors” in Item 1A. in Part I. of the Company’s Annual Report on Form 10-K for the year ended March 31, 2025. Other risks and uncertainties include, but are not limited to, the following:

Market risks:

- The impact of potential adverse developments or disruptions in the global economy and financial markets, including impacts related to inflation, energy costs, government incentive or funding programs, supply chain challenges, logistical disruptions, including those related to sea, land or air freight, tariffs, sanctions and other trade issues or cross-border trade restrictions, and military conflicts, including the conflicts in Ukraine and in the Middle East and tension in the Red Sea;
- The impact of other economic, social and political conditions, changes, challenges and unrest, particularly in the geographic, product and financial markets where we and our customers operate and compete, including foreign currency exchange rate fluctuations; changes in interest rates; recession and recovery therefrom; and the general uncertainties about the impact of statutory, regulatory and/or policy changes, including those related to tax and trade that have been or may be implemented in the U.S. or abroad;
- The impact of potential price increases associated with raw materials, including aluminum, copper, steel and stainless steel (nickel), and other purchased component inventory including, but not limited to, increases in the underlying material cost based upon the London Metal Exchange and related premiums or fabrication costs. These prices may be impacted by a variety of factors, including changes in trade laws and tariffs, the behavior of our suppliers and significant fluctuations in demand. This risk includes our ability to successfully manage our exposure and our ability to adjust product pricing in response to price increases, including through our quotation process or through contract provisions for prospective price adjustments, as well as the inherent lag in timing of such contract provisions;
- Our ability to be at the forefront of technological advances to differentiate ourselves from our competitors and provide innovative products and services to our customers, the impacts of any changes in or the adoption rate of technologies that we expect to drive sales growth, including those related to data center cooling and electric vehicles, and the impacts of any threats or changes to the market growth prospects for our customers;

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- Our ability to mitigate increases in labor costs and labor shortages;
- The impact of public health threats on the national and global economy, our business, suppliers (and the supply chain), customers, and employees; and
- The impact of legislation, regulations, and government incentive programs, including those addressing climate change, on demand for our products and the markets we serve, including our ability to take advantage of opportunities to supply alternative new technologies to meet environmental and/or energy standards and objectives.

Operational risks:

- The impact of problems, including logistic and transportation challenges, associated with suppliers meeting our quantity, quality, price and timing demands, and the overall health of our suppliers, including their ability and willingness to supply our volume demands if their production capacity becomes constrained;
- The overall health of and pricing pressure from our customers in light of economic and market-specific factors and the potential impact on us from any deterioration in the stability or performance of any of our major customers;
- Our ability to maintain current customer relationships and compete effectively for new business, including our ability to achieve profit margins acceptable to us by offsetting or otherwise addressing any cost increases associated with supply chain challenges and inflationary market conditions;
- The impact of product or manufacturing difficulties or operating inefficiencies, including any product or program launches, product transfer challenges and warranty claims;
- The impact of delays or modifications initiated by major customers with respect to product or program launches, product applications or requirements, or timing of construction or development projects that incorporate our products and services;
- Our ability to consistently structure our operations in order to develop and maintain a competitive cost base with appropriately skilled and stable labor, while also positioning ourselves geographically, so that we can continue to support our customers with the technical expertise and market-leading products they demand and expect from Modine;
- Our ability to effectively and efficiently manage our operations in response to sales volume changes, including maintaining adequate production capacity to meet demand in our growing businesses while also completing restructuring activities and realizing the anticipated benefits thereof;
- Costs and other effects of the investigation and remediation of environmental contamination; including when related to the actions or inactions of others and/or facilities over which we have no control;
- Our ability to recruit and maintain talent, including personnel in managerial, leadership, operational and administrative functions;
- Our ability to protect our proprietary information and intellectual property from theft or attack by internal or external sources;
- The impact of a substantial disruption, including any prolonged service outage, or material breach of our information technology systems, and any related delays, problems or costs;

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- Increasingly complex and restrictive laws and regulations and the costs associated with compliance therewith, including state and federal labor regulations, laws and regulations associated with being a U.S. public company, and other laws and regulations present in various jurisdictions in which we operate;
- Increasing emphasis by global regulatory bodies, customers, investors, and employees on environmental, social and corporate governance matters may impose additional costs on us, adversely affect our reputation, or expose us to new risks;
- Work stoppages or interference at our facilities or those of our major customers and/or suppliers; and
- The constant and increasing pressures associated with healthcare and associated insurance costs.

Strategic risks:

- Our ability to successfully realize anticipated benefits, including improved profit margins and cash flow, from strategic initiatives and our continued application of 80/20 principles across our businesses;
- Our ability to accelerate growth by identifying and executing on organic growth opportunities and acquisitions, and to efficiently and successfully integrate acquired businesses; and
- Our ability to successfully exit portions of our business that do not align with our strategic plans. Business dispositions involve risks, including transaction-related and other costs, damage to or the loss of customer relationships, the diversion of management's attention from our other business concerns, and other effects of litigation, claims, or other obligations, including those that may be asserted against us in connection with disposed businesses.

Financial risks:

- Our ability to fund our global liquidity requirements efficiently for our current operations and meet our long-term commitments in the event of disruption in or tightening of the credit markets or extended recessionary conditions in the global economy;
- The impact of increases in interest rates in relation to our variable-rate debt obligations;
- The impact of changes in federal, state or local taxes that could have the effect of increasing our income tax expense;
- Our ability to comply with the financial covenants in our credit agreements, including our leverage ratio (net debt divided by Adjusted EBITDA, as defined in our credit agreements) and our interest coverage ratio (Adjusted EBITDA divided by interest expense, as defined in our credit agreements);
- The potential unfavorable impact of foreign currency exchange rate fluctuations on our financial results; and
- Our ability to effectively realize the benefits of deferred tax assets in various jurisdictions in which we operate.

Forward-looking statements are as of the date of this report; we do not assume any obligation to update any forward-looking statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

The Company's quantitative and qualitative disclosures about market risk are incorporated by reference from Part II, Item 7A. of the Company's Annual Report on Form 10-K for the year ended March 31, 2025. The Company's market risks have not materially changed since the fiscal 2025 Form 10-K was filed.

Item 4. Controls and Procedures.

Evaluation of disclosure controls and procedures

As of the end of the period covered by this Quarterly Report on Form 10-Q, management of the Company, with the participation of the Company's President and Chief Executive Officer and Executive Vice President, Chief Financial Officer, and under the oversight of the Audit Committee of the Board of Directors, evaluated the effectiveness of the Company's disclosure controls and procedures, at a reasonable assurance level, as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended. Based upon that evaluation, the President and Chief Executive Officer and Executive Vice President, Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective as of September 30, 2025.

Changes in internal control over financial reporting

There have been no changes in internal control over financial reporting during the second quarter of fiscal 2026 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

ISSUER PURCHASES OF EQUITY SECURITIES

The following describes the Company's purchases of common stock during the second quarter of fiscal 2026:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (a)
July 1 - July 31, 2025	—	\$ —	—	\$ 81,600,955
August 1 - August 31, 2025	4,130 (b)	\$ 138.45	—	\$ 81,600,955
September 1 - September 30, 2025	—	\$ —	—	\$ 81,600,955
Total	4,130	\$ 138.45	—	

- (a) Effective March 7, 2025, the Company's Board of Directors authorized the Company to repurchase up to \$100.0 million of Modine common stock at such times and prices that it deems to be appropriate. This share repurchase authorization does not expire.
- (b) Includes shares delivered back to the Company by employees and/or directors to satisfy tax withholding obligations that arise upon the vesting of stock awards. The Company, pursuant to its equity compensation plans, gives participants the opportunity to turn back to the Company the number of shares from the award sufficient to satisfy tax withholding obligations that arise upon the termination of restrictions. These shares are held as treasury shares.

Item 5. Other Information.

On September 20, 2025, Suresh V. Garimella, a director, terminated the Rule 10b5-1 trading plan that he adopted on May 23, 2025, which was previously scheduled to expire on September 2, 2027. Subsequently, on September 20, 2025, Mr. Garimella adopted a Stock Sale Plan ("the Plan") intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act. The Plan provides for the sale of 20,000 shares of Modine common stock subject to a specified schedule and other terms and conditions, beginning December 20, 2025 and ending on June 29, 2027.

During the three months ended September 30, 2025, no other director or "officer" of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits.

(a) Exhibits:

Exhibit No.	Description	Incorporated Herein By Reference To	Filed Herewith
10.1	Offer Letter dated as of August 26, 2025, by and between the Company and Jeremy Patten.		X
10.2	Form of Fiscal 2027 Performance Stock Award Agreement.		X
10.3	Form of Fiscal 2027 Restricted Stock Unit Award Agreement.		X
10.4	Form of Performance Stock Award Agreement with Jeremy Patten.		X
10.5	Form of Restricted Stock Award Agreement with Jeremy Patten.		X
31.1	Rule 13a-14(a)/15d-14(a) Certification of Neil D. Brinker, President and Chief Executive Officer.		X
31.2	Rule 13a-14(a)/15d-14(a) Certification of Michael B. Lucareli, Executive Vice President, Chief Financial Officer.		X
32.1	Section 1350 Certification of Neil D. Brinker, President and Chief Executive Officer.		X
32.2	Section 1350 Certification of Michael B. Lucareli, Executive Vice President, Chief Financial Officer.		X
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).		X
101.SCH	Inline XBRL Taxonomy Extension Schema.		X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.		X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.		X
10.1.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.		X
10.1.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.		X
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).		X

SIGNATURE

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

MODINE MANUFACTURING COMPANY
(Registrant)

By: /s/ Michael B. Lucareli
Michael B. Lucareli, Executive Vice President, Chief Financial Officer*

Date: October 29, 2025

* Executing as both the principal financial officer and a duly authorized officer of the Company



Exhibit 10.1

Modine Manufacturing Company
1500 DeKoven Avenue
Racine, Wisconsin 53403-2552
Tel. 262.636.1200
Fax 262.631.1742

August 26, 2025

Jeremy Patten
[Address Withheld]

Dear Jeremy,

We are excited to have you join Modine as President of our Performance Technologies Segment, reporting to Neil Brinker, President and Chief Executive Officer.

Outlined below are the terms and conditions of your position with Modine. In developing this offer, our goal has been to provide you with an attractive and competitive compensation package as you undertake your new position with Modine on or about September 22, 2025 (the date you start hereinafter the "Employment Start Date"). Upon acceptance of this offer and commencement of work on the Employment Start Date, the following will apply to you:

1. **Base Salary.** Your starting base salary will be \$500,000, less applicable taxes, deductions and withholdings. Your base salary will be reviewed annually.
 2. **Incentive Compensation.** You are eligible to participate in Modine's annual management incentive program. Bonus awards are based on attainment of specified corporate operating and financial goals. For Fiscal Year 2026 (for clarity, the fiscal year ending 3/31/2026), targeted annual management incentive opportunity is 60% of base annual salary, with upside potential to 250% of this target (effectively 150% of base salary) where eligibility for such bonus shall be based upon results and performance in FY26, with any payout earned being pro-rated by the number of months employed in FY26, rounded to the nearest full month. The terms and conditions of Modine's annual management incentive program are subject to the discretion of the Human Capital & Compensation Committee (the Committee) and the Board.
 3. **Equity Awards.** Your targeted annual long-term incentive (LTI) opportunity for fiscal year 2026 is 140% of base salary in the form of 20% Restricted Stock Units and 80% Performance Shares ("FY26 LTI Grant"). The terms and conditions of this FY26 LTI Grant will be subject to the Modine Manufacturing Company 2020 Incentive Compensation Plan (the "2020 ICP"), as applicable, and will be similar to the long-term incentive awards granted to other senior executive officers of the Company for FY26. Your FY26 LTI Grant target will be pro-rated based on the number of months you are employed in FY26, rounded to the nearest full month. Additionally, as compensation for certain equity compensation you are forfeiting by accepting this position with Modine, you shall also be granted awards under the 2020 ICP, as follows: A total equity value of \$850,000 in the form of 20% Restricted Stock Units and 80% Performance Shares ("Make Whole Award"). The Make Whole Award shall contain the same terms and conditions as your FY26 LTI Grant. Commencing with the fiscal year beginning April 1, 2026, you will be eligible for annual equity or long-term incentive awards under the 2020 ICP or any subsequent or similar plan adopted by Modine. The terms and conditions of these grants (including, without limitation, the form of award(s), vesting schedule, performance objectives, restrictive provisions, etc.) will be on terms and conditions similar to the annual long-term incentive awards granted to other senior executive officers of the Company at the time of such grants. Following FY26, the actual grant date value and form of any equity awards during your employment with Modine shall be determined in the discretion of the Human Capital & Compensation Committee and the Board. All of such annual grants/vestings shall be subject to any applicable tax withholding or deductions.
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4. **Sign-on Bonus:** The company will provide you with a sign-on bonus in the amount of \$100,000 (subject to normal payroll and tax withholdings), payable within 14 days following your start date with Modine. If within twelve (12) months of your Employment Start Date, you voluntarily terminate your employment with Modine without Good Reason (as defined in paragraph 11 below) and not due to your death or disability, or your employment is terminated by Modine for Cause, you shall be required to repay Modine the full amount of this Sign-on Bonus.
5. **Clawbacks.** All bonuses and equity grants are subject to any Modine "clawback" policies as in effect from time to time, including any established under the Dodd-Frank Wall Street Reform, including but not limited to the Modine Manufacturing Company Executive Office Compensation Recovery Policy.
6. **Stock Ownership.** On the fifth anniversary of your Employment Start Date, you will be expected to hold shares of Modine stock with a value equal to three times your base salary. For this purpose, share ownership shall be determined in accordance with Modine's share ownership guidelines, and may be modified by the Committee.
7. **Benefits.** Modine offers an excellent package of employee benefits, which includes, medical, dental, vision, life insurance, and other programs. In addition, you will be eligible to participate in the benefit plans available to Modine's executive officers, including Modine's 401(k) Retirement Savings Plan, and the Modine Deferred Compensation Plan. Please refer to benefit plan documents for eligibility.

You will be expected to travel in connection with your employment. Modine will provide you with a corporate credit card to which these travel charges will be applied and will reimburse you for any additional reasonable business expenses incurred in connection with your employment, upon presentation of appropriate documentation in accordance with Modine's expense reimbursement policies.

8. **Paid Time Off and Holidays.** You are eligible for vacation and holidays in accordance with Modine's policy. You will receive four (4) documented weeks of vacation each fiscal year. Your FY26 vacation eligibility will be pro-rated based on the number of months you are employed in FY26. In addition, Racine-based employees enjoy thirteen (13) paid holidays annually.
 9. **No Conflict with Prior Agreements.** As a condition of Modine's obligations under this agreement, you must provide a written waiver of the terms of any applicable restrictive covenants with your former employer, or any entity affiliated with your former employer that may be triggered by your employment by Modine. The parties acknowledge that such waiver, in a form agreeable to Modine, has been received. By signing this agreement, you represent that your employment with Modine shall not breach any agreement you have with any third party.
 10. **Obligations.** During your employment, you shall devote your full business efforts and time to Modine. This obligation, however, shall not preclude you from engaging in appropriate civic, charitable or religious activities or from serving on the boards of directors of companies that are not competitors to Modine, as long as the activities do not materially interfere or conflict with your responsibilities to or your ability to perform your duties of employment at Modine. Any outside activities must be in compliance with and approved if required by Modine's Code of Conduct or Guidelines on Corporate Governance.
 11. **Employment At-Will.** Please understand that this letter does not constitute a contract of employment for any specific period of time but will create an employment at-will relationship that may be terminated at any time by you or Modine, with or without cause and with or without advance notice. Upon satisfying eligibility requirements of the plan, you will be a participant in the Supplemental Severance Plan Under the Modine Salaried Employee Severance Plan (the "Supplemental Severance Plan"). In addition, for purposes of your participation in the Supplemental Severance Plan, the definition of "Change in Control" shall include a disposition of all or a substantial
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portion of the assets of the Performance Technologies Segment to persons other than Modine or any Affiliate or Associate (as defined in the Supplemental Severance Plan), and in such case, if such disposition does not also qualify as a Change in Control under the Supplemental Severance Plan, the definition of "Good Reason" for purposes of the Supplemental Severance Plan shall be limited to the following events: a material diminution in your base salary; material diminution in your annual Management Incentive Plan Target bonus opportunity; or a material change in the geographic location at which you must perform services. In addition, for awards granted to you by the Committee under the 2020 ICP or any successor equity equity plan, the Committee will use its reasonable best efforts to include terms in your awards that provide with you vesting protections similar to those provided to its senior executive officers in a Change in Control (as defined under the under the 2020 ICP) in the event of a disposition of all or a substantial portion of the assets of the Performance Technologies Segment to a person other than Modine or any of its Affiliates or Associates (as defined in the 2020 ICP) that does not qualify as a Change in Control under the 2020 ICP and in such case, the definition of "Good Reason" for purposes of awards made to you under the 2020 ICP shall be limited to the following events: a material diminution in your base salary; material diminution in your annual Management Incentive Plan Target bonus opportunity; or a material change in the geographic location at which you must perform services.

12. **Code of Conduct and Modine Policies.** Modine is committed to creating a positive work environment and conducting business ethically. As an employee of Modine, you will be expected to abide by the Company's policies and procedures including Modine's Code of Conduct and Modine's Guidelines on Corporate Governance. Modine requests that you review, sign and bring with you on your Employment Start Date, the enclosed Code of Conduct Acknowledgment Form.
13. **Confidentiality.** During your employment with the Company, the Company will provide you with Confidential Information relating to the Company, its business and clients, the disclosure or misuse of which would cause severe and irreparable harm to the Company. You agree that all Confidential Information is and shall remain the sole and absolute property of the Company. Upon the termination of your employment with the Company for any reason, you agree to immediately return to the Company all documents and materials that contain or constitute Confidential Information, in any form whatsoever, including but not limited to, all copies, abstracts, electronic versions, and summaries thereof. You further agree that (i) during your employment (other than in connection with the authorized activities conducted in the course of your employment with the Company); and (ii) for a period of 24 months following the termination of your employment, you will not, without the written consent of the Company, disclose, use, copy or duplicate, or otherwise permit the use, disclosure, copying or duplication of any Confidential Information of the Company. You agree to take all reasonable steps and precautions to prevent any unauthorized disclosure, use, copying or duplication of Confidential Information. The restrictions set forth in this paragraph are in addition to and not in lieu of any obligations you may have under the law with respect to the Company's Confidential Information, including any obligations you may owe under Wis. Stat. § 134.90 or similar statutes governing trade secrets¹ which may extend beyond the contractual period restrictions herein. For purposes of this agreement, "Confidential Information" means any and all financial, technical,

¹ Nothing in this letter is intended to discourage or restrict you from reporting any theft of Trade Secrets pursuant to the Defend Trade Secrets Act of 2016 ("DTSA") or other applicable state or federal law. The DTSA provides: An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to any attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation or law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to an attorney for the individual and use the trade secret information in the court proceeding, if the individual (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

commercial or other information concerning the business and affairs of the Company that is confidential and proprietary to the Company.

Notwithstanding the foregoing, in accordance with Rule 21F-17 under the Securities Exchange Act of 1934, the Company shall not impede your ability to communicate with the Securities and Exchange Commission or other governmental agencies regarding possible federal securities law violations, and the Company shall not enforce any provision of any policy or agreement to the extent such provision would be deemed to require the Company's prior approval of such communication, except to the extent otherwise permitted by Rule 21F-17. Nothing in this agreement prohibits you from reporting possible violations of law to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations.

14. Noncompetition; Nonsolicitation.

- a. **During Employment.** You agree that during the time of your employment with Company, you will not, directly or indirectly (i) perform duties as or for a Competitor, (ii) participate in the inducement of or otherwise encourage Company clients, or vendors to currently and/or prospectively breach, modify, or terminate any agreement or relationship they have or had with Company; or (iii) solicit, or attempt to solicit, any current Company employee, independent contractor, or agent for employment or engagement outside of the Company.
 - b. **Post-Employment Non-Competition.** For a period of 24 months following the termination of your employment with Company, you will not, directly or indirectly, perform duties as or for a Competitor that are the same as or similar to the duties performed by you for the Company at any time during any part of the 24-month period preceding the termination of your employment with Company anywhere in the Territory. The term "Competitor" shall mean any corporation, person, firm or organization (or division or part thereof) engaged in or about to become engaged in research and development work on, or the production and/or sale of, any product or service which is directly competitive with any product or service of the Company about which you acquired Confidential Information by reason of your work with the Company. The term "Territory" shall mean the geographic territory in which the Company conducted business during any part of the 24-month period preceding the termination of your employment with the Company.
 - c. **Post-Employment Non-Solicitation of Clients.** For a period of 24 months following the termination of your employment with Company, you will not, directly or indirectly, market, sell or provide, or attempt to market, sell or provide, to any Restricted Client any products or services of the type marketed, sold or provided by you (or your direct reports) on behalf of the Company at any time during any part of the 24-month period preceding the termination of your employment with Company. The term "Restricted Client" means any individual or entity (i) for whom/which the Company sold or provided products or services; and (ii) with whom/which you, or a Company employee or agent acting under your direct supervision, had contact on behalf of the Company, or about whom/which you acquired non-public or proprietary information as a result of your employment by the Company, in the case of both (i) and (ii), above, during any part of the 24 month period preceding the termination of your employment with Company.
 - d. **Post-Employment Non-Solicitation of Restricted Persons.** For a period of 24 months following the termination of your employment with Company, you will not, directly or indirectly, solicit any Restricted Person to provide services to or on behalf of a person or entity in a manner reasonably likely to pose a competitive threat to the Company. The term "Restricted Person" means an employee of the Company at the time of the solicitation who is (i) a top-level employee of the Company, has special skills or
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knowledge important to the Company, or has skills that are difficult for the Company to replace; and (ii) is an employee with whom you had a working relationship or about whom you acquired or possessed specialized knowledge in connection with your employment with the Company, during the 24 month period preceding the termination of your employment with the Company.²

15. **Non-Disparagement.** You agree, other than with regard to employees in the good faith performance of your duties with the Company while employed by the Company, both during and for five (5) years after your employment with the Company terminates, not to knowingly disparage the Company or its officers, directors, employees or agents in any manner likely to be harmful to it or them or its or their business, business reputation or personal reputation. This paragraph shall not be violated by statements by you which are truthful, complete and made in good faith in response to legal process or governmental inquiry or as allowed by applicable law. You also agree that any breach of this non-disparagement provision by you shall be deemed a material breach of this agreement.
16. **Entire Agreement.** This agreement and the referenced documents and agreements constitute the entire agreement between you and Modine with respect to the subject matter hereof and supersede any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between you and Modine concerning those subject matters.
17. **Eligibility to Work in the United States.** In order for Modine to comply with United States law, we ask that on your Employment Start Date you bring to Modine appropriate documentation to verify your authorization to work in the United States. Modine may not employ anyone who cannot provide documentation showing that they are legally authorized to work in the United States.
18. **IRC 409A.** This agreement is intended to comply with or be exempt from the provisions of Section 409A of the Internal Revenue Code (the "Code") and shall be interpreted and administered accordingly. If any provision or term of this Agreement would be prohibited by or inconsistent with the requirements of Section 409A of the Code, then such provision or term shall be deemed to be reformed to comply with Section 409A of the Code. Further, any reimbursements to be provided by the Company pursuant to this agreement shall be paid to you pursuant to the applicable Company reimbursement policy, but in no event later than the calendar year following the calendar year in which you incur the expense.
19. **Background Check.** You represent that all information provided by you to Modine or its agents with regard to your background is true and correct.
20. **Choice of Law, Jurisdiction, Venue.** This letter and all disputes arising hereunder or relating hereto shall be governed by the internal laws of the state of Wisconsin, without regard to its conflict of laws principles. EACH OF THE PARTIES HERETO (A) SUBMITS TO THE JURISDICTION OF THE STATE COURTS LOCATED IN THE COUNTY OF RACINE, WISCONSIN, U.S.A., OR THE U.S. FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN WITH RESPECT TO ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER; (B) AGREES THAT ANY CLAIMS WITH RESPECT TO SUCH ACTION OR PROCEEDING SHALL BE HEARD OR DETERMINED ONLY IN SUCH COURT; (C) AGREES NOT TO BRING ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER IN ANY OTHER COURT UNLESS OR UNTIL SUCH COURT HAS FINALLY REFUSED TO EXERCISE JURISDICTION; AND (D) WAIVES ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT.

² Nothing in this agreement shall prevent you from publishing general solicitations for employment made to the public (and not to any individual) or hiring a Restricted Person who responds to such a solicitation.

21. **Notices.** All notices and other communications under this letter shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Jeremy Patten:

Jeremy Patten
[Address Withheld]

If to Modine:

Modine Manufacturing Company
Attn: Brian Agen – Vice President, Chief Human Resources Officer
1500 DeKoven Avenue
Racine, WI 53403

22. **Consistency with Applicable Law.** You acknowledge and agree that nothing in this agreement prohibits you from reporting possible violations of law to any governmental agency, regulatory body or entity, from making other disclosures that are protected under any law or regulation, or from filing a charge with or participating in any investigation or proceeding conducted by a governmental agency or regulatory body. You do not need the prior authorization of the Company's legal department to make any such reports or disclosures and you are not required to notify the Company that you have made such reports or disclosures; however, the Company encourages you to do so.
23. **Severability.** The obligations imposed by, and the provisions of, this agreement are severable and should be construed independently of each other. If any court of competent jurisdiction determines that any provision of this agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall not affect the validity of any other provision.
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We look forward to your joining Modine. Please indicate your acceptance of this offer by signing where indicated below and returning an executed copy of this offer to me at your earliest convenience.

Sincerely,

/s/ Brian J. Agen

Modine Manufacturing Company
Brian Agen – Vice President, HR

I accept this offer of employment with Modine Manufacturing Company and agree to the terms and conditions outlined in this letter.

/s/ Jeremy Patten
Jeremy Patten

26 Aug 2025
Date

Enclosures
Cc: HR file

**MODINE MANUFACTURING COMPANY
PERFORMANCE STOCK AWARD
AWARD AGREEMENT**

We are pleased to inform you that you have been granted an opportunity to earn a Performance Stock Award of Modine Manufacturing Company (the "Company"), subject to the terms and conditions of the Modine Manufacturing Company 2020 Incentive Compensation Plan (the "Plan") and of this Award Agreement. Unless otherwise defined herein, all terms used in this Award Agreement shall have the same meanings as set forth in the Plan.

Full name of Grantee: #####PARTICIPANT_NAME###

Date of Award: #####GRANT_DATE###

Target number of Common Stock: #####TARGET_GRANTED_QUANTITY###

Performance Period: April 1, ____ to March 31, ____

1. Performance Stock Award. Pursuant to the Plan, and subject to your execution of the Restrictive Covenant Agreement described in Paragraph 13 below, you are hereby granted a Performance Stock Award, subject to the terms and conditions of this Award Agreement and the Plan. The number of shares of Common Stock to be issued hereunder if the Target Performance Goals are achieved is set forth above.

2. Terms of Performance Stock Award and Performance Goals. You have been granted an opportunity to earn shares of Common Stock under this Performance Stock Award. The actual number of shares of Common Stock earned by you will be determined as described below, based upon the actual results for the Performance Period set forth above compared to the Performance Goals set forth below, provided that you remain an employee of the Company or a Subsidiary for the entire Performance Period (subject to the provisions below regarding death, Disability or Retirement) and the achievement of the Performance Goals is greater than the Threshold amount specified below (the "Conditions"). If either of these Conditions is not satisfied, then except as otherwise provided in this Award Agreement and the Plan, no Common Stock shall be earned.

The Performance Goals for this Performance Stock Award are:

- Cash Flow Return on Invested Capital ("Cash Flow ROI") (50% weight)
- Average Annual Adjusted EBITDA Growth (50% weight)

The Threshold Performance Goals are the minimum Performance Goals that must be achieved by the Company during the Performance Period for you to earn any Common Stock under this Performance Stock Award. The Maximum Performance Goals are the maximum Performance Goals that must be achieved by the Company during the Performance Period for you to earn the "Maximum" number of shares of Common Stock earned under this Performance Stock Award.

	Performance Goal: Cash Flow ROI (50% weight)	Performance Goal: Average Annual Adjusted EBITDA Growth (50% weight)	Performance Stock Award Earned Based on Achievement of Performance Goals
Threshold:			
Target:			
Maximum:			

Definitions

- “Cash Flow ROI” or “Cash Flow Return on Invested Capital” means the sum of Adjusted Free Cash Flow plus Cash Interest, all divided by Average Capital Employed.
 - Adjusted Free Cash Flow equals “Net cash provided by operating activities”, less “Expenditures for property, plant and equipment” (both as reported externally for the Company’s audited financial statements), plus or minus Permitted Adjustments (defined below) approved by the Committee and Cash Interest equals cash paid for interest expense related to outstanding debt.
 - Average Capital Employed for each fiscal year equals total debt plus shareholders’ equity averaged over five points (i.e., the last day of each fiscal quarter and prior fiscal year-end); and where shareholder’s equity excludes shareholder equity attributable to noncontrolling interests.
- “Average Annual Adjusted EBITDA Growth” means the simple three-year arithmetic average of the Company’s Adjusted EBITDA Growth during the Performance Period, as reported externally for the Company’s audited financial statements. Adjusted EBITDA Growth equals current-year Adjusted EBITDA minus prior-year Adjusted EBITDA, with that total divided by prior-year Adjusted EBITDA. Adjusted EBITDA equals “Operating Income” plus “Depreciation and Amortization Expenses”, both as reported externally for the Company’s audited financial statements, plus or minus Permitted Adjustments (defined below) approved by the Committee.

Permitted Adjustments:

- Restructuring Charges
 - Fees and expenses for restructuring consultants or financial advisors
 - Employee severance, outplacement and related benefits
 - Employee insurance and benefits continuation
 - Contractual salary continuation for terminated employees
 - Equipment transfers and facility preparation
 - Environmental services (e.g., plant clean-up prior to sale)
- Acquisition and Divestiture Charges
 - Fees and expenses for transaction advisors (i.e., financial advisors, consultants, lawyers and accountants)
 - Integration expenses
 - Other incremental costs and charges that are non-recurring and directly related to the transaction

- Other
 - Fees and expenses for strategy advisory services associated with a specific transaction or unique project
 - Unusual, non-recurring or extraordinary cash and non-cash charges or income
- Adoption of New Accounting Standards
 - The impact of the adoption of new U.S. GAAP accounting standards and significant changes in the Company's accounting methods.
- Acquisitions & Divestitures and Foreign Exchange Rates
 - In addition, the Committee has discretion to take into consideration the impact a significant acquisition or divestiture, or significant fluctuations in foreign exchange rates, may have on Cash Flow ROI or EBITDA Growth and apply appropriate treatment.

If actual Cash Flow ROI or EBITDA Growth for the Performance Period is between Threshold and Target and/or between Target and Maximum, the number of shares of Common Stock earned shall be determined on a linear basis.

In the event that the Company's actual Cash Flow ROI or EBITDA Growth does not meet the Threshold for the Performance Period, no Common Stock shall be earned relative to such metric under this Performance Stock Award.

In the event that the Company's actual Cash Flow ROI or EBITDA Growth exceeds the Maximum for the Performance Period, only the Maximum percentage of the Target number of shares of Common Stock set forth above shall be earned relative to such metric.

3. Delivery of Shares of Common Stock. Performance Stock earned shall be paid in shares of Common Stock delivered to you after the end of the Performance Period as soon as administratively practicable after the Committee has approved and certified the number of shares of Performance Stock that have been earned hereunder or, in the event of vesting covered under Paragraph 4 below, within thirty (30) days of the date of your termination of employment. Common Stock shall be registered in your name (either in book-entry form or otherwise) promptly following the vesting date.

4. Change in Control. The vesting of the Award in the event of a Change in Control is governed by Section 11.02 of the Plan. Notwithstanding anything in this Agreement to the contrary, upon a Change in Control, all outstanding Performance Stock shall be deemed to have satisfied the Target Performance Goals and shall vest pro-rata based upon the period worked during the Performance Period as of the date of an involuntary termination of your employment with the Company or a Subsidiary by the Company without Cause or by you for Good Reason within one (1) year following a Change in Control. "Good Reason" means a material diminution in your base salary; material diminution in your annual target bonus opportunity; material diminution in your authority, duties or responsibilities; material diminution in authority, duties or responsibilities of the supervisor to whom you report; material diminution in the budget over which you retain authority; or material change in the geographic location at which you must perform services.

5. Death, Disability, or Retirement. Notwithstanding anything in this Agreement to the contrary, upon your termination of employment due to death, Disability (as defined herein), or Retirement (as defined herein) a prorated portion (based on the period working during the Performance

Period) of the Performance Stock granted to you hereunder shall vest based on the Company's actual achievement of the Performance Goals at the end of the Performance Period as certified by the Committee, and shares will be delivered to you after the Committee has approved and certified the number of shares of Performance Stock that have been earned hereunder. For purposes of this Award Agreement, "Disability" shall mean "permanent and total disability" as defined in Section 22 (e)(3) of the Internal Revenue Code. For purposes of this Award Agreement, "Retirement" shall mean your separation from service with the Company or its Subsidiaries either (a) after you are at least 55 years old and have attained 65 Combined Credit Years or (b) as approved by the Committee in its discretion. "Combined Credit Years" shall mean the total number of years after adding together your age (in whole years) and years of service with the Company or its Subsidiaries (in whole years). For your separation from service to be treated as a Retirement under (a) of this Paragraph, your separation from service must occur on or after the first (1st) annual anniversary of the Date of Award set forth above. In addition, for your separation from service to be treated as a Retirement under (a) of this paragraph, you must provide at least six (6) months advance written notice of your intention to retire to the Committee (for executive officers) or the CEO (for non-executive officers), unless such minimum notice period is waived by the Committee (for executive officers) or CEO (for non-executive officers).

6. Forfeiture. Other than as described above in Paragraph 4 regarding a Change in Control or Paragraph 5 regarding death, Disability, or Retirement, upon your termination of employment with the Company or a Subsidiary for any other reason during the Performance Period, you will forfeit all Performance Stock covered by this Agreement.

7. Shareholder Status. While this Performance Stock Award is outstanding and until Common Stock is issued hereunder, you shall not have any rights as a shareholder of the Company, including the right to vote and the right to receive dividends on any Common Stock potentially earned under this Performance Stock Award.

8. Transfer. This Performance Stock Award shall be nontransferable. Notwithstanding the foregoing, you shall have the right to transfer the Performance Stock Award or Common Stock otherwise issued hereunder upon your death, either by the terms of your will or under the laws of descent and distribution. This provision shall not prevent you from transferring any shares of Common Stock issued hereunder after the end of the Performance Period.

9. No Obligation of Employment. This Performance Stock Award shall not impose any obligation on the Company to continue your employment with the Company or any Subsidiary.

10. Controlling Provisions; Plan Controls. In the event of a conflict between the terms of this Award Agreement and any employment agreement or change in control agreement between you and the Company, this Award Agreement shall control. This Performance Stock Award is qualified in its entirety by reference to the terms and conditions of the Plan under which it is granted, a copy of which you may request from the Company. The Plan empowers the Committee to make interpretations, rules and regulations thereunder and, in general, provides that the determinations of such Committee with respect to the Plan shall be binding upon you. The Plan is incorporated herein by reference.

11. Forfeiture Under Recoupment Policy. The Company shall have the power and the right to require you to forfeit and return the shares of Common Stock issued hereunder or any proceeds therefrom consistent with any recoupment policy maintained by the Company under applicable law, as such policy is amended from time to time.

12. Personal Information. Solium Capital LLC and Equiniti Trust Company assist the Company in the operation of the Plan and the administration of the Performance Stock Award granted pursuant to this Award Agreement. If you choose to participate in the Plan, you acknowledge and consent to the Company sharing your name, email, and information regarding the grant of the Performance Stock Award under this Award Agreement with both Solium Capital LLC and Equiniti Trust Company.

13. Restrictive Covenant Agreement. As a condition to the receipt of this Performance Stock Award, you must execute the attached Restrictive Covenant Agreement. You acknowledge and agree that this Performance Stock Award serves as consideration for the covenant and obligations thereunder.

14. Use of Words. The use of words of the masculine gender in this Award Agreement is intended to include, wherever appropriate, the feminine or neuter gender and vice versa.

15. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company.

16. Taxes. The Company may require payment of or withhold any tax which it believes is required as a result of the Award and/or the issuance of Common Stock resulting from this Award, and the Company may defer making delivery with respect to shares issuable hereunder until arrangements satisfactory to the Company have been made with respect to such tax withholding obligations.

17. Committee Discretion. Notwithstanding anything in this Agreement, the Committee retains the discretion to make negative adjustments to the final determination of the achievement of any Performance Goals.

18. No Legal or Tax Advice. Notwithstanding anything stated in this Award Agreement, the Company is not providing any legal or tax advice related to this Performance Stock Award or any Common Stock issued hereunder. Nothing stated in this Award Agreement is intended to cover any legal or tax situation. You are encouraged to consult your own legal and/or tax advisors to address any questions or concerns you may have regarding this Award Agreement or any Common Stock issued hereunder.

19. Controlling Law. The law of the State of Wisconsin, except its law with respect to choice of law, shall be controlling in all matters relating to this Agreement.

By your electronic agreement and the signature of the Company's representative below, you and the Company agree that this Performance Stock Award awarded to you under this Award Agreement is subject to the terms and conditions of the Plan, a copy of which is available to you upon request. As provided in the Plan, you hereby agree to accept as binding any decision of the Committee with respect to the interpretation of this Award Agreement, or any other matters associated therewith.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed as of
###GRANT_DATE###.

MODINE MANUFACTURING COMPANY

By: _____
Neil D. Brinker
President and CEO

**MODINE MANUFACTURING COMPANY
2020 INCENTIVE COMPENSATION PLAN
RESTRICTED STOCK UNIT AWARD
AWARD AGREEMENT**

We are pleased to inform you that you have been granted a Restricted Stock Unit Award subject to the terms and conditions of the Modine Manufacturing Company 2020 Incentive Compensation Plan (the “Plan”) and of this Award Agreement. Unless otherwise defined herein, all terms used in this Award Agreement shall have the same meanings as set forth in the Plan.

Full name of Grantee: #####PARTICIPANT_NAME###

Date of Award: #####GRANT_DATE###

Total number of Restricted Stock Units: #####TOTAL_AWARDS###

1. Restricted Stock Unit Award. Pursuant to the Plan, and subject to your execution of the Restrictive Covenant Agreement described in Paragraph 10 below, you are hereby granted a Restricted Stock Unit Award (“Award”), subject to the terms and conditions of this Award Agreement and the Plan. Accordingly, you are hereby granted the aggregate number of Restricted Stock Units (“RSUs”) set forth above, subject to the restrictions and conditions set forth in this Award Agreement.

2. Restricted Period. Upon the expiration of the Restricted Period (as described in the chart below) applicable to the number of RSUs specified in the chart below, you shall receive one share of Common Stock for each RSU for which the Restricted Period has expired. For purposes of this Award Agreement, the Restricted Period shall mean the period beginning on the date of this Award set forth above and ending as set forth below:

###VEST_SCHEDULE_TABLE###

3. Shareholder Status. You shall not have any voting or other ownership rights in the Company arising from the grant of RSUs under this Agreement, unless and until such RSUs are settled pursuant to Section 4, below. Further, you shall not be entitled to dividend equivalents during the period you hold RSUs.

4. Settlement and Delivery. As soon as administratively practicable after the expiration of the Restricted Period, the Company shall ascribe to you (or, in the event of your death, your beneficiary) a share of Common Stock for each RSU that vests as a result of the expiration of the Restricted Period in a book entry on the records kept by the Company’s transfer agent or such other method of delivering shares of Common Stock subject to this Award, as determined by the Committee.

Except as otherwise provided in Section 8.02(f) or Section 11.02 of the Plan, in the event of your termination of employment with the Company or a Subsidiary for any reason (other than due to Disability (as defined below), death, or Retirement (as defined below) prior to the expiration of the Restricted Period for any RSUs, you shall forfeit to the Company all RSUs for which the Restricted Period has not expired and the right to receive any Common Stock with respect to such RSUs. If you terminate employment with the Company or a Subsidiary due to Disability, death, or Retirement prior to the end of the Restricted Period for any RSUs, your Restricted Stock Unit Award shall vest in full.

For purposes of this Award Agreement, "Disability" shall mean "permanent and total disability" as defined in Section 22 (e)(3) of the Internal Revenue Code; and "Retirement" shall mean your separation from service with the Company or its Subsidiaries either (a) after you are at least 55 years old and have attained 65 Combined Credit Years or (b) as approved by the Committee in its discretion. "Combined Credit Years" shall mean the total number of years after adding together your age (in whole years) and years of service with the Company or its Subsidiaries (in whole years). For your separation from service to be treated as a Retirement under (a) of this Paragraph, your separation from service must occur on or after the first (1st) annual anniversary of the Date of Award set forth above. In addition, for your separation from service to be treated as a Retirement under (a) of this paragraph, you must provide at least six (6) months advance written notice of your intention to retire to the Committee (for executive officers) or the CEO (for non-executive officers), unless such minimum notice period is waived by the Committee (for executive officers) or CEO (for non-executive officers).

For the avoidance of doubt, in the event of a termination of your employment due to Disability, death, or Retirement, the Restricted Period shall end as of the date of your "separation from service" as such term is defined under Section 409A of the Code; provided, however, that to the extent that (i) the RSUs become vested upon a Retirement and are nonqualified deferred compensation subject to Section 409A of the Code, and (ii) you are a "specified employee" for purposes of Section 409A of the Code on the date of the Retirement, the Shares shall not be distributed to you until the first business day after the date that is six (6) months after the date of your "separation of service" as such term is defined under Section 409A of the Code.

5. Transfer. This Restricted Stock Unit Award shall not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by you other than in the event of your death. Except for the designation of your beneficiary in the event of your death, the purported assignment, alienation, pledge, attachment, transfer or encumbrance of the Award or this Award Agreement shall be void and unenforceable against the Company. This provision shall not prevent you from transferring the shares of Common Stock issued hereunder after the expiration of the Restricted Period.

6. No Obligation of Employment. This Restricted Stock Unit Award shall not impose any obligation on the Company to continue your employment with the Company or any Subsidiary.

7. Controlling Provisions; Plan Controls. In the event of a conflict between the terms of this Award Agreement and any employment agreement or change in control agreement between you and the Company, this Award Agreement shall control. This Award Agreement is qualified in its entirety by reference to the terms and conditions of the Plan under which it is granted, a copy of which you may request from the Company. The Plan empowers the Committee to make interpretations, rules and regulations thereunder and, in general, provides that the determinations of such Committee with respect to the Plan shall be binding upon you. The Plan is incorporated herein by reference.

8. Change in Control. The vesting of the Award in the event of a Change in Control is governed by Section 11.02 of the Plan. Involuntary termination of your employment by the Company would be termination of your employment by the Company without Cause or termination by you of your employment for Good Reason within one (1) year following a Change in Control. "Good Reason" means a material diminution in your base salary; material diminution in your annual target bonus opportunity; material diminution in your authority, duties or responsibilities; material diminution in authority, duties or responsibilities of the supervisor to whom you report; material diminution in the budget over which you retain authority; or material change in the geographic location at which you must perform services.

To the extent that the RSUs (i) become vested upon your separation from service due to Section 11.02 of the Plan, (ii) are nonqualified deferred compensation subject to Section 409A of the Code, and (iii) you are a "specified employee" for purposes of Section 409A of the Code on the date of such separation, the Shares shall not be distributed to you until the first business day after the date that is six (6) months after the date of your "separation of service" as such term is defined under Section 409A of the Code.

9. Forfeiture; Forfeiture Under Recoupment Policy. Other than as described above in Paragraph 8 regarding a Change in Control or Paragraph 4 regarding death, Disability, or Retirement, upon your termination of employment with the Company or a Subsidiary for any reason during the Restricted Period, you will forfeit all RSUs covered by this Agreement.

Additionally, the Company shall have the power and the right to require you to forfeit and return the shares of Common Stock issued as a result of the vesting of any Award or any proceeds therefrom consistent with any recoupment policy maintained by the Company under applicable law, as such policy is amended from time to time.

10. Restrictive Covenant Agreement. As a condition to the receipt of this Restricted Stock Unit Award, you must execute the attached Restrictive Covenant Agreement. You acknowledge and agree that this Restricted Stock Unit Award serves as consideration for the covenant and obligations thereunder.

11. Use of Words. The use of words of the masculine gender in this Award Agreement is intended to include, wherever appropriate, the feminine or neuter gender and vice versa.

12. Successors. This Award Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company.

13. Taxes. The Company may require payment of or withhold any tax which it believes is required as a result of the Award and/or the issuance of Common Stock resulting from the vesting of the RSUs that are the subject of this Award, and the Company may defer making delivery with respect to shares issuable hereunder until arrangements satisfactory to the Company have been made with respect to such tax withholding obligations. The Company shall also have the right to withhold from other wages payable to you to satisfy the Company's Federal Insurance Contributions Act (FICA) tax withholding obligation in the year that any RSUs granted hereunder are subject to such FICA tax.

14. No Legal or Tax Advice. Notwithstanding anything stated in this Award Agreement, the Company is not providing any legal or tax advice related to this Award or any Common Stock that may be obtained upon vesting of this Award. Nothing stated in this Award is intended to cover any legal or tax situation. You are encouraged to consult your own legal and/or tax advisors to address any questions or concerns you may have regarding this Award or any Common Stock that may be obtained upon vesting of this Award.

15. Personal Information. Solium Capital LLC and Equiniti Trust Company assist the Company in the operation of the Plan and the administration of the Restricted Stock Unit Award granted pursuant to this Award Agreement. If you choose to participate in the Plan, you acknowledge and consent to the Company sharing your name, email, and information regarding the grant of the Restricted Stock Unit Award under this Award Agreement with both Solium Capital LLC and Equiniti Trust Company.

16. Controlling Law. The law of the State of Wisconsin, except its law with respect to choice of law, shall be controlling in all matters relating to this Agreement.

By your electronic agreement and the signature of the Company's representative below, you and the Company agree that the Restricted Stock Unit Award awarded to you under this Award Agreement are subject to the terms and conditions of the Plan, a copy of which is available to you upon request. As provided in the Plan, you hereby agree to accept as binding any decision of the Committee with respect to the interpretation of the Plan and this Award Agreement, or any other matters associated therewith.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed as of
###GRANT_DATE###.

MODINE MANUFACTURING COMPANY

By: _____
Neil D. Brinker
President and CEO

**MODINE MANUFACTURING COMPANY
PERFORMANCE STOCK AWARD
AWARD AGREEMENT**

We are pleased to inform you that you have been granted an opportunity to earn a Performance Stock Award of Modine Manufacturing Company (the "Company"), subject to the terms and conditions of the Modine Manufacturing Company 2020 Incentive Compensation Plan (the "Plan") and of this Award Agreement. Unless otherwise defined herein, all terms used in this Award Agreement shall have the same meanings as set forth in the Plan.

Full name of Grantee:	Jeremy Patten
Date of Award:	###GRANT_DATE###
Target number of Common Stock:	###TARGET_GRANTED_QUANTITY###
Performance Period:	April 1, 2025 to March 31, 2028

1. Performance Stock Award. Pursuant to the Plan, you are hereby granted a Performance Stock Award, subject to the terms and conditions of this Award Agreement and the Plan. The number of shares of Common Stock to be issued hereunder if the Target Performance Goals are achieved is set forth above.

2. Terms of Performance Stock Award and Performance Goals. You have been granted an opportunity to earn shares of Common Stock under this Performance Stock Award. The actual number of shares of Common Stock earned by you will be determined as described below, based upon the actual results for the Performance Period set forth above compared to the Performance Goals set forth below, provided that you remain an employee of the Company or a Subsidiary for the entire Performance Period (subject to the provisions below regarding death, Disability or retirement) and the achievement of the Performance Goals is greater than the Threshold amount specified below (the "Conditions"). If either of these Conditions is not satisfied, then except as otherwise provided in this Award Agreement and the Plan, no Common Stock shall be earned.

The Performance Goals for this Performance Stock Award are:

- Cash Flow Return on Invested Capital ("Cash Flow ROI") (50% weight)
- Average Annual Adjusted EBITDA Growth (50% weight)

The Threshold Performance Goals are the minimum Performance Goals that must be achieved by the Company during the Performance Period for you to earn any Common Stock under this Performance Stock Award. The Maximum Performance Goals are the maximum Performance Goals that must be achieved by the Company during the Performance Period for you to earn the "Maximum" number of shares of Common Stock earned under this Performance Stock Award.

	Performance Goal: Cash Flow ROI (50% weight)	Performance Goal: Average Annual Adjusted EBITDA Growth (50% weight)	Performance Stock Award Earned Based on Achievement of Performance Goals
Threshold:	8.0%	4.0%	25% of Target amount of Performance Stock
Target:	12.0%	13.0%	100% of Target amount of Performance Stock
Maximum:	17.0%	22.0%	250% of Target amount of Performance Stock

Definitions

- “Cash Flow ROI” or “Cash Flow Return on Invested Capital” means the sum of Adjusted Free Cash Flow plus Cash Interest, all divided by Average Capital Employed.
 - Adjusted Free Cash Flow equals “Net cash provided by operating activities”, less “Expenditures for property, plant and equipment” (both as reported externally for the Company’s audited financial statements), plus or minus Permitted Adjustments (defined below) approved by the Committee and Cash Interest equals cash paid for interest expense related to outstanding debt.
 - Average Capital Employed for each fiscal year equals total debt plus shareholders’ equity averaged over five points (i.e., the last day of each fiscal quarter and prior fiscal year-end); and where shareholder’s equity excludes shareholder equity attributable to noncontrolling interests.
- “Average Annual Adjusted EBITDA Growth” means the simple three-year arithmetic average of the Company’s Adjusted EBITDA Growth during the Performance Period, as reported externally for the Company’s audited financial statements. Adjusted EBITDA Growth equals current-year Adjusted EBITDA minus prior-year Adjusted EBITDA, with that total divided by prior-year Adjusted EBITDA. Adjusted EBITDA equals “Operating Income” plus “Depreciation and Amortization Expenses”, both as reported externally for the Company’s audited financial statements, plus or minus Permitted Adjustments (defined below) approved by the Committee.

Permitted Adjustments:

- Restructuring Charges
 - Fees and expenses for restructuring consultants or financial advisors
 - Employee severance, outplacement and related benefits
 - Employee insurance and benefits continuation
 - Contractual salary continuation for terminated employees
 - Equipment transfers and facility preparation
 - Environmental services (e.g., plant clean-up prior to sale)
- Acquisition and Divestiture Charges
 - Fees and expenses for transaction advisors (i.e., financial advisors, consultants, lawyers and accountants)

- Integration expenses
 - Other incremental costs and charges that are non-recurring and directly related to the transaction
- Other
 - Fees and expenses for strategy advisory services associated with a specific transaction or unique project
 - Unusual, non-recurring or extraordinary cash and non-cash charges or income
- Adoption of New Accounting Standards
 - The impact of the adoption of new U.S. GAAP accounting standards and significant changes in the Company's accounting methods.
- Acquisitions & Divestitures and Foreign Exchange Rates
 - In addition, the Committee has discretion to take into consideration the impact a significant acquisition or divestiture, or significant fluctuations in foreign exchange rates, may have on Cash Flow ROI or EBITDA Growth and apply appropriate treatment.

If actual Cash Flow ROI or EBITDA Growth for the Performance Period is between Threshold and Target and/or between Target and Maximum, the number of shares of Common Stock earned shall be determined on a linear basis.

In the event that the Company's actual Cash Flow ROI or EBITDA Growth does not meet the Threshold for the Performance Period, no Common Stock shall be earned relative to such metric under this Performance Stock Award.

In the event that the Company's actual Cash Flow ROI or EBITDA Growth exceeds the Maximum for the Performance Period, only the Maximum percentage of the Target number of shares of Common Stock set forth above shall be earned relative to such metric.

3. Delivery of Shares of Common Stock. Performance Stock earned shall be paid in shares of Common Stock delivered to you after the end of the Performance Period as soon as administratively practicable after the Committee has approved and certified the number of shares of Performance Stock that have been earned hereunder or, in the event of vesting covered under Paragraph 4 below, within thirty (30) days of the date of your termination of employment.

4. Change in Control. The vesting of the Award in the event of a Change in Control is governed by Section 11.02 of the Plan. Notwithstanding anything in this Agreement to the contrary, upon a Change in Control, all outstanding Performance Stock shall be deemed to have satisfied the Target Performance Goals and shall vest pro-rata based upon the period worked during the Performance Period as of the date of an involuntary termination of your employment with the Company or a Subsidiary by the Company without Cause or by you for Good Reason within one (1) year following a Change in Control. "Good Reason" means a material diminution in your base salary; material diminution in your annual target bonus opportunity; material diminution in your authority, duties or responsibilities; material diminution in authority, duties or responsibilities of the supervisor to whom you report; material diminution in the budget over which you retain authority; or material change in the geographic location at which you must perform services. In addition, for purposes of this Award Agreement, in the event of a disposition of all or substantially all of the assets of the Performance Technologies Segment by the Company that does not qualify as a "Change in Control" for purposes of the Plan, such disposition shall be treated as a Change in Control for purposes of this Award Agreement.

Notwithstanding the foregoing, in the event of such a disposition, "Good Reason" shall be limited to: a material diminution in your base salary; material diminution in your annual target bonus opportunity; or material change in the geographic location at which you must perform services.

5. Death or Disability. Notwithstanding anything in this Agreement to the contrary, upon your termination of employment due to death or Disability (as defined herein), a prorated portion (based on the period working during the Performance Period) of the Performance Stock granted to you hereunder shall vest based on the Company's actual achievement of the Performance Goals at the end of the Performance Period as certified by the Committee, and shares will be delivered to you after the Committee has approved and certified the number of shares of Performance Stock that have been earned hereunder. For purposes of this Award Agreement, "Disability" shall mean "permanent and total disability" as defined in Section 22 (e)(3) of the Internal Revenue Code.

6. Forfeiture. Other than as described above in Paragraph 4 regarding a Change in Control or Paragraph 5 regarding death or Disability, upon your termination of employment with the Company or a Subsidiary for any reason during the Performance Period, you will forfeit all Performance Stock covered by this Agreement.

7. Shareholder Status. While this Performance Stock Award is outstanding and until Common Stock is issued hereunder, you shall not have any rights as a shareholder of the Company, including the right to vote and the right to receive dividends on any Common Stock potentially earned under this Performance Stock Award.

8. Transfer. This Performance Stock Award shall be nontransferable. Notwithstanding the foregoing, you shall have the right to transfer the Performance Stock Award or Common Stock otherwise issued hereunder upon your death, either by the terms of your will or under the laws of descent and distribution. This provision shall not prevent you from transferring any shares of Common Stock issued hereunder after the end of the Performance Period.

9. No Obligation of Employment. This Performance Stock Award shall not impose any obligation on the Company to continue your employment with the Company or any Subsidiary.

10. Controlling Provisions; Plan Controls. In the event of a conflict between the terms of this Award Agreement and any employment agreement or change in control agreement between you and the Company, this Award Agreement shall control. This Performance Stock Award is qualified in its entirety by reference to the terms and conditions of the Plan under which it is granted, a copy of which you may request from the Company. The Plan empowers the Committee to make interpretations, rules and regulations thereunder and, in general, provides that the determinations of such Committee with respect to the Plan shall be binding upon you. The Plan is incorporated herein by reference.

11. Forfeiture Under Recoupment Policy. The Company shall have the power and the right to require you to forfeit and return the shares of Common Stock issued hereunder or any proceeds therefrom consistent with any recoupment policy maintained by the Company under applicable law, as such policy is amended from time to time.

12. Personal Information. Solium Capital LLC and Equiniti Trust Company assist the Company in the operation of the Plan and the administration of the Performance Stock Award granted pursuant to this Award Agreement. If you choose to participate in the Plan, you acknowledge and consent to the

Company sharing your name, email, and information regarding the grant of the Performance Stock Award under this Award Agreement with both Solium Capital LLC and Equiniti Trust Company.

13. Use of Words. The use of words of the masculine gender in this Award Agreement is intended to include, wherever appropriate, the feminine or neuter gender and vice versa.

14. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company.

15. Taxes. The Company may require payment of or withhold any tax which it believes is required as a result of the Award and/or the issuance of Common Stock resulting from this Award, and the Company may defer making delivery with respect to shares issuable hereunder until arrangements satisfactory to the Company have been made with respect to such tax withholding obligations.

16. Committee Discretion. Notwithstanding anything in this Agreement, the Committee retains the discretion to make negative adjustments to the final determination of the achievement of any Performance Goals.

17. No Legal or Tax Advice. Notwithstanding anything stated in this Award Agreement, the Company is not providing any legal or tax advice related to this Performance Stock Award or any Common Stock issued hereunder. Nothing stated in this Award Agreement is intended to cover any legal or tax situation. You are encouraged to consult your own legal and/or tax advisors to address any questions or concerns you may have regarding this Award Agreement or any Common Stock issued hereunder.

18. Controlling Law. The law of the State of Wisconsin, except its law with respect to choice of law, shall be controlling in all matters relating to this Agreement.

By your electronic agreement and the signature of the Company's representative below, you and the Company agree that this Performance Stock Award awarded to you under this Award Agreement is subject to the terms and conditions of the Plan, a copy of which is available to you upon request. As provided in the Plan, you hereby agree to accept as binding any decision of the Committee with respect to the interpretation of this Award Agreement, or any other matters associated therewith.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed as of
###GRANT_DATE###.

MODINE MANUFACTURING COMPANY

By: /s/ Neil D. Brinker
Neil D. Brinker
President and CEO

**MODINE MANUFACTURING COMPANY
2020 INCENTIVE COMPENSATION PLAN
RESTRICTED STOCK UNIT AWARD
AWARD AGREEMENT**

We are pleased to inform you that you have been granted a Restricted Stock Unit Award subject to the terms and conditions of the Modine Manufacturing Company 2020 Incentive Compensation Plan (the "Plan") and of this Award Agreement. Unless otherwise defined herein, all terms used in this Award Agreement shall have the same meanings as set forth in the Plan.

Full name of Grantee:	Jeremy Patten
Date of Award:	###GRANT_DATE###
Total number of Restricted Stock Units:	###TOTAL_AWARDS###

1. Restricted Stock Unit Award. Pursuant to the Plan, you are hereby granted a Restricted Stock Unit Award ("Award"), subject to the terms and conditions of this Award Agreement and the Plan. Accordingly, you are hereby granted the aggregate number of Restricted Stock Units ("RSUs") set forth above, subject to the restrictions and conditions set forth in this Award Agreement.

2. Restricted Period. Upon the expiration of the Restricted Period (as described in the chart below) applicable to the number of RSUs specified in the chart below, you shall receive one share of Common Stock for each RSU for which the Restricted Period has expired. For purposes of this Award Agreement, the Restricted Period shall mean the period beginning on the date of this Award set forth above and ending as set forth below:

###VEST_SCHEDULE_TABLE###

3. Shareholder Status. You shall not have any voting or other ownership rights in the Company arising from the grant of RSUs under this Agreement, unless and until such RSUs are settled pursuant to Section 4, below. Further, you shall not be entitled to dividend equivalents during the period you hold RSUs.

4. Settlement and Delivery. As soon as administratively practicable after the expiration of the Restricted Period, the Company shall ascribe to you (or, in the event of your death, your beneficiary) a share of Common Stock for each RSU that vests as a result of the expiration of the Restricted Period in a book entry on the records kept by the Company's transfer agent or such other method of delivering shares of Common Stock subject to this Award, as determined by the Committee.

Except as otherwise provided in Section 8.02(f) or Section 11.02 of the Plan, in the event of your termination of employment with the Company or a Subsidiary for any reason (other than due to Disability (as defined below), death, or with Committee approval, your retirement) prior to the expiration of the Restricted Period for any RSUs, you shall forfeit to the Company all RSUs for which the Restricted Period has not expired and the right to receive any Common Stock with respect to such RSUs. If you separate from service with the Company or a Subsidiary due to Disability, death, or, with Committee approval, your retirement prior to the end of the Restricted Period for any RSUs, your

Restricted Stock Unit Award shall vest in full. For purposes of this Award Agreement, "Disability" shall mean "permanent and total disability" as defined in Section 22 (e)(3) of the Internal Revenue Code. For the avoidance of doubt, in the event of a separation from service due to Disability, death, or with Committee approval, your retirement, the Restricted Period shall end as of the date of such separation.

5. Transfer. This Restricted Stock Unit Award shall not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by you other than in the event of your death. Except for the designation of your beneficiary in the event of your death, the purported assignment, alienation, pledge, attachment, transfer or encumbrance of the Award or this Award Agreement shall be void and unenforceable against the Company. This provision shall not prevent you from transferring the shares of Common Stock issued hereunder after the expiration of the Restricted Period.

6. No Obligation of Employment. This Restricted Stock Unit Award shall not impose any obligation on the Company to continue your employment with the Company or any Subsidiary.

7. Controlling Provisions; Plan Controls. In the event of a conflict between the terms of this Award Agreement and any employment agreement or change in control agreement between you and the Company, this Award Agreement shall control. This Award Agreement is qualified in its entirety by reference to the terms and conditions of the Plan under which it is granted, a copy of which you may request from the Company. The Plan empowers the Committee to make interpretations, rules and regulations thereunder and, in general, provides that the determinations of such Committee with respect to the Plan shall be binding upon you. The Plan is incorporated herein by reference.

8. Change in Control. The vesting of the Award in the event of a Change in Control is governed by Section 11.02 of the Plan. Involuntary termination of your employment by the Company would be termination of your employment by the Company without Cause or termination by you of your employment for Good Reason within one (1) year following a Change in Control. "Good Reason" means a material diminution in your base salary; material diminution in your annual target bonus opportunity; material diminution in your authority, duties or responsibilities; material diminution in authority, duties or responsibilities of the supervisor to whom you report; material diminution in the budget over which you retain authority; or material change in the geographic location at which you must perform services. In addition, for purposes of this Award Agreement, in the event of a disposition of all or substantially all of the assets of the Performance Technologies Segment by the Company that does not qualify as a "Change in Control" for purposes of the Plan, such disposition shall be treated as a Change in Control for purposes of this Award Agreement. Notwithstanding the foregoing, in the event of such a disposition, "Good Reason" shall be limited to: a material diminution in your base salary; material diminution in your annual target bonus opportunity; or material change in the geographic location at which you must perform services.

9. Forfeiture; Forfeiture Under Recoupment Policy. Other than as described above in Paragraph 8 regarding a Change in Control or Paragraph 4 regarding death, Disability, or retirement, upon your termination of employment with the Company or a Subsidiary for any reason during the Restricted Period, you will forfeit all RSUs covered by this Agreement.

Additionally, the Company shall have the power and the right to require you to forfeit and return the shares of Common Stock issued as a result of the vesting of any Award or any proceeds therefrom consistent with any recoupment policy maintained by the Company under applicable law, as such policy is amended from time to time.

10. Use of Words. The use of words of the masculine gender in this Award Agreement is intended to include, wherever appropriate, the feminine or neuter gender and vice versa.

11. Successors. This Award Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company.

12. Taxes. The Company may require payment of or withhold any tax which it believes is required as a result of the Award and/or the issuance of Common Stock resulting from the vesting of the RSUs that are the subject of this Award, and the Company may defer making delivery with respect to shares issuable hereunder until arrangements satisfactory to the Company have been made with respect to such tax withholding obligations.

13. No Legal or Tax Advice. Notwithstanding anything stated in this Award Agreement, the Company is not providing any legal or tax advice related to this Award or any Common Stock that may be obtained upon vesting of this Award. Nothing stated in this Award is intended to cover any legal or tax situation. You are encouraged to consult your own legal and/or tax advisors to address any questions or concerns you may have regarding this Award or any Common Stock that may be obtained upon vesting of this Award.

14. Personal Information. Solium Capital LLC and Equiniti Trust Company assist the Company in the operation of the Plan and the administration of the Restricted Stock Unit Award granted pursuant to this Award Agreement. If you choose to participate in the Plan, you acknowledge and consent to the Company sharing your name, email, and information regarding the grant of the Restricted Stock Unit Award under this Award Agreement with both Solium Capital LLC and Equiniti Trust Company.

15. Controlling Law. The law of the State of Wisconsin, except its law with respect to choice of law, shall be controlling in all matters relating to this Agreement.

By your electronic agreement and the signature of the Company's representative below, you and the Company agree that the Restricted Stock Unit Award awarded to you under this Award Agreement are subject to the terms and conditions of the Plan, a copy of which is available to you upon request. As provided in the Plan, you hereby agree to accept as binding any decision of the Committee with respect to the interpretation of the Plan and this Award Agreement, or any other matters associated therewith.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed as of
###GRANT_DATE###.

MODINE MANUFACTURING COMPANY

By: /s/ Neil D. Brinker
Neil D. Brinker
President and CEO

Certification

I, Neil D. Brinker, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Modine Manufacturing Company for the quarter ended September 30, 2025;
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: October 29, 2025

/s/ Neil D. Brinker

Neil D. Brinker

President and Chief Executive Officer

Certification

I, Michael B. Lucareli, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Modine Manufacturing Company for the quarter ended September 30, 2025;
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: October 29, 2025

/s/ Michael B. Lucareli

Michael B. Lucareli

Executive Vice President, Chief Financial Officer

Certification
Pursuant to 18 United States Code § 1350

In connection with the quarterly report of Modine Manufacturing Company (the “Company”) on Form 10-Q for the fiscal quarter ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Neil D. Brinker, President and Chief Executive Officer of the Company certify, pursuant to 18 U.S.C. § 1350, that, to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 29, 2025

/s/ Neil D. Brinker

Neil D. Brinker

President and Chief Executive Officer

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed “filed” by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Certification
Pursuant to 18 United States Code § 1350

In connection with the quarterly report of Modine Manufacturing Company (the “Company”) on Form 10-Q for the fiscal quarter ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Michael B. Lucareli, Executive Vice President, Chief Financial Officer of the Company certify, pursuant to 18 U.S.C. § 1350, that, to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 29, 2025

/s/ Michael B. Lucareli

Michael B. Lucareli

Executive Vice President, Chief Financial Officer

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed “filed” by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.
