# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION

**Washington, D.C. 20549**

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# Form 10-K

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

**For the Fiscal Year Ended December 31, 2016**

☐ **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 001-08454**

# ACCO Brands Corporation

(Exact Name of Registrant as Specified in Its Charter)

| **Delaware** | **36-2704017** |
|---|---|
| (State or Other Jurisdiction of Incorporation or Organization) | (I.R.S. Employer Identification Number) |

**Four Corporate Drive**
**Lake Zurich, Illinois 60047**
(Address of Registrant's Principal Executive Office, Including Zip Code)
**(847) 541-9500**
(Registrant's Telephone Number, Including Area Code)

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

| Title of Each Class | Name of Each Exchange on Which Registered |
|---|---|
| Common Stock, par value $.01 per share | New York Stock Exchange |

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

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

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☑

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company (as defined in Rule 12b-2 of the Exchange Act).

Large accelerated filer ☑ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

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

As of 06/30/16, the aggregate market value of the shares of Common Stock held by non-affiliates of the registrant was approximately $947.3 million. As of February 6, 2017, the registrant had outstanding 107,913,840 shares of Common Stock.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive proxy statement to be issued in connection with registrant's annual stockholder's meeting expected to be held on May 16, 2017 are incorporated by reference into Part III of this report.

***Cautionary Statement Regarding Forward-Looking Statements***

*Certain statements made in this Annual Report on Form 10-K are "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, and are including this statement for purposes of invoking these safe harbor provisions. These forward-looking statements, which are based on certain assumptions and describe future plans, strategies and expectations of ACCO Brands Corporation (the "Company"), are generally identifiable by use of the words "will," "believe," "expect," "intend," "anticipate," "estimate," "forecast," "project," "plan," or similar expressions. In particular, our business outlook is based on certain assumptions, which we believe to be reasonable under the circumstances. These include, without limitation, assumptions regarding changes in the macro environment, fluctuations in foreign currency rates, changes in the competitive landscape and consumer behavior and the effect of consolidation in the office products industry, as well as other factors described below.*

*Our ability to predict results or the actual effect of future plans or strategies is inherently uncertain. Because actual results may differ from those predicted by such forward-looking statements, you should not place undue reliance on them when deciding whether to buy, sell or hold the Company's securities. Our forward-looking statements are made as of the date hereof and we undertake no obligation to update these forward-looking statements in the future, except as may be required by law.*

*Some of the factors that could affect our results or cause plans, actions and results to differ materially from current expectations are detailed in "Part I, Item 1. Business" and "Part I, Item 1A. Risk Factors" and the financial statement line item discussions set forth in "Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of this report and from time to time in our other Securities and Exchange Commission (the "SEC") filings. Other factors include our ability to realize the synergies, growth opportunities and other potential benefits of acquiring Pelikan Artline and Esselte and successfully combine them with our existing businesses.*

**Website Access to Securities and Exchange Commission Reports**

The Company's Internet website can be found at www.accobrands.com. The Company makes available free of charge on or through its website its Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as soon as practicable after the Company files them with, or furnishes them to, the SEC. We also make available the following documents on our Internet website: the Audit Committee Charter; the Compensation Committee Charter; the Corporate Governance and Nominating Committee Charter; the Finance and Planning Committee Charter; the Executive Committee Charter; our Corporate Governance Principles; and our Code of Business Conduct and Ethics. The Company's Code of Business Conduct and Ethics applies to all of our directors, officers (including the Chief Executive Officer, Chief Financial Officer and Principal Accounting Officer) and employees. You may obtain a copy of any of the foregoing documents, free of charge, if you submit a written request to ACCO Brands Corporation, Four Corporate Drive, Lake Zurich, IL. 60047, Attn: Investor Relations.

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# PART I

## ITEM 1. *BUSINESS*

As used in this Annual Report on Form 10-K for the fiscal year ended December 31, 2016, the terms "ACCO Brands," "ACCO," the "Company," "we," "us," and "our" refer to ACCO Brands Corporation, a Delaware corporation incorporated in 2005, and its consolidated domestic and international subsidiaries.

### Overview of the Company

ACCO Brands is one of the world's largest designers, marketers and manufacturers of branded business, academic and selected consumer products. Our widely recognized brands include Artline®, AT-A-GLANCE ®, Derwent®, Esselte®, Five Star®, GBC®, Hilroy®, Kensington®, Leitz®, Marbig®, Mead®, NOBO®, Quartet®, Rapid®, Rexel®, Swingline®, Tilibra®, Wilson Jones® and many others. More than 80% of our net sales come from brands that occupy the number one or number two positions in the select product categories in which we compete. We seek to develop new products that meet the needs of our consumer and commercial end-users. We compete through a balance of product innovation, category management, a low-cost operating model and an efficient supply chain. We sell our products to consumers and commercial end-users primarily through resellers, including wholesalers and retailers, on-line retailers, and traditional office supply resellers. Our products are sold primarily to markets located in the U.S., Northern Europe, Australia, Canada, Brazil and Mexico. For the year ended December 31, 2016, approximately 43% of our sales were outside the U.S., up from 40% in 2015.

The majority of our revenue is concentrated in geographies where demand for our product categories is in mature stages, but we see opportunities to grow sales through share gains, channel expansion and new products. Over the long-term we expect to derive growth in faster growing emerging geographies where demand in the product categories in which we compete is strong, such as in Latin America and parts of Asia, the Middle East and Eastern Europe. We plan to grow organically, supplemented by strategic acquisitions in both existing and adjacent categories. Historically, key drivers of demand for our products have included trends in white-collar employment levels, education enrollment levels, gross domestic product (GDP), growth in the number of small businesses and home offices, as well as consumer usage trends for our product categories.

We believe our leading product positions provide the scale to enable us to invest in product innovation and drive growth across our product categories. We currently manufacture approximately half of our products locally where we operate, and source approximately half of our products, primarily from China.

On May 2, 2016, the Company completed the acquisition of Australia Stationery Industries, Inc. (the "PA Acquisition"), which indirectly owned the 50% of the Pelikan Artline joint-venture and the issued capital stock of Pelikan Artline Pty Limited (collectively, "Pelikan Artline") that was not already owned by the Company. Prior to the PA Acquisition, the Company's investment in the Pelikan Artline joint-venture was accounted for under the equity method. The results of Pelikan Artline joint-venture are included in the Company's condensed consolidated financial statements from the date of the PA Acquisition, May 2, 2016. Pelikan Artline's product categories include writing instruments, notebooks, binding and lamination, visual communication, cleaning and janitorial supplies, as well as general stationery. Its industry-leading brands include Artline ®, Quartet®, GBC®, Spirax® and Texta®, among others. Pelikan Artline is currently being integrated with our existing businesses in Australia and New Zealand.

On January 31, 2017, ACCO Europe, an indirect wholly-owned subsidiary of the Company, completed its previously announced acquisition (the "Esselte Acquisition") of Esselte Group Holdings AB ("Esselte"). The results of Esselte are not included in the 2016 results. For further information, see "Note 20. Subsequent Events" to the consolidated financial statements contained in Part II, Item 8. of this report.

### Reportable Segments

The Company's three business segments are described below.

#### *ACCO Brands North America and ACCO Brands International*

ACCO Brands North America and ACCO Brands International design, market, source, manufacture and sell traditional office products, academic supplies and calendar products. ACCO Brands North America comprises the U.S. and Canada, and ACCO Brands International comprises the rest of the world, primarily Northern Europe, Australia, Brazil and Mexico.

Our business, academic and calendar product lines use name brands such as Artline®, AT-A-GLANCE®, Derwent®, Esselte®, Five Star®, GBC®, Hilroy®, Leitz®, Marbig®, Mead®, NOBO®, Quartet®, Rapid®, Rexel®, Swingline®, Tilibra®, Wilson Jones® and many others. Products and brands are not confined to one channel or product category and are sold based on end-user preference in each geographic location.

The majority of our office products, such as stapling, binding and laminating equipment and related consumable supplies, shredders and whiteboards, are used by businesses. Most of these end-users purchase their products from our customers, which include traditional office supply resellers, wholesalers and other retailers, including on-line retailers. We supply some of our products directly to large commercial and industrial end-users, and provide business machine maintenance and certain repair services. Additionally, we supply some similar private label products.

Our academic products include notebooks, folders, decorative calendars and stationery products. We distribute our academic products primarily through mass merchandisers and other retailers, such as grocery, drug and office superstores, as well as on-line retailers. We also distribute to small independent retailers in emerging markets and supply some private label academic products.

Our calendar products are sold through all the same channels where we sell business or academic products, as well as directly to consumers, both on-line and through direct mail.

***Computer Products Group***

Our Computer Products Group designs, sources, distributes, markets and sells accessories for laptop and desktop computers and tablets. These accessories primarily include security products, input devices such as presenters, mice and trackballs, ergonomic aids such as foot and wrist rests, docking stations, and other PC and tablet accessories. We sell these products mostly under the Kensington®, Microsaver® and ClickSafe® brand names, with the majority of revenue coming from the U.S. and Northern Europe. Our computer products are manufactured by third-party suppliers, principally in Asia, and are distributed from our regional facilities. Our computer products are sold primarily to consumer electronics retailers, information technology value-added resellers, original equipment manufacturers, and office products retailers, as well as directly to consumers on-line.

For further information on our business segments see "Note 16. Information on Business Segments" to the consolidated financial statements contained in Part II, Item 8. of this report.

**Customers/Competition**

Our sales are generated principally in the U.S., Northern Europe, Australia, Canada, Brazil and Mexico. For the year ended December 31, 2016, approximately 43% of our net sales were outside the U.S. Our top ten customers accounted for 56% of net sales for the year ended December 31, 2016. Sales to Staples, our largest customer, amounted to approximately 14%, 14% and 13% of net sales for each of the years ended December 31, 2016, 2015 and 2014 respectively. Sales to Wal-Mart amounted to approximately 10% of net sales for the year ended December 31, 2016. Sales to Office Depot amounted to approximately 10% and 11% of net sales for each of the years ended December 31, 2015 and 2014 respectively. Sales to Office Depot were below 10% for the year ended December 31, 2016. See also "Item 1A. *Risk Factors - Our business serves a limited number of large and sophisticated customers, and a substantial reduction in sales to one or more of these customers could adversely impact our operating results,*" and "Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations.*"

Our customers are primarily large global and regional resellers of our products including traditional office supply resellers, wholesalers, on-line retailers and other retailers. Mass merchandisers and retail channels primarily sell to individual consumers but also to small businesses. We also sell to office supply retailers, commercial contract dealers, wholesalers, distributors and independent dealers who primarily serve commercial end-users. Over half of our product sales by our customers are to commercial end-users, who generally seek premium products that have added value or ease-of-use features and a reputation for reliability, performance and professional appearance. Some of our binding and laminating equipment products are sold directly to high-volume end-users and commercial reprographic centers. We also sell directly to consumers.

Current trends among our customers include fostering high levels of competition among suppliers, demanding innovative new products and requiring suppliers to maintain or reduce product prices and deliver products with shorter lead times and in smaller quantities. Another trend is for retailers to import products directly from foreign sources and sell those products, which compete with our products, under the retailer's own private-label brands. Our increased focus on the mass channel and sales growth with on-line retailers has helped to partially offset declines in the office superstore and wholesaler channels due to consolidation and channel shifts. Historically, large office superstores and wholesalers have maintained a significant market share in business, academic and dated goods, but these customers are experiencing increasing competition from mass merchandisers and on-line

retailers. The combination of these market influences, along with a continuing trend of consolidation among office superstores, resellers and wholesalers has created an intensely competitive environment in which our principal customers continuously evaluate which product suppliers they use. This results in pricing pressures and the need for stronger end-user brands, broader product penetration within categories, ongoing introduction of innovative new products and continuing improvements in customer service.

Competitors of our ACCO Brands North America and ACCO Brands International segments include 3M, Blue Sky, Carolina Pad, CCL Industries, Dominion Blueline, Fellowes, Franklin Covey, Hamelin, House of Doolittle, LSC Communications, Newell Rubbermaid, Smead, Spiral Binding and numerous private label suppliers and importers. Competitors of the Computer Products Group include Belkin, Fellowes, Logitech, Targus and Zagg.

See also "Item 1A. *Risk Factors - Our historical office superstore and wholesale customers may further transform their business models, which could adversely impact our sales and margins,*" "- *Shifts in the channels of distribution for our products could adversely impact our business,*" "- *Challenges related to the highly competitive business segments in which we operate could have an adverse effect on our ongoing business, results of operation and financial condition,*" "- *Our success partially depends on our ability to continue to develop and market innovative products that meet end-user demands, including price expectations,*" and "- *The market for computer products is rapidly changing and highly competitive.*"

Certain financial information for each of our business segments and geographic regions is incorporated by reference to "Note 16. Information on Business Segments" to the consolidated financial statements contained in Part II, Item 8. of this report.

**Product Development**

Our strong commitment to understanding our consumers and defining products that fulfill their needs drives our product development strategy, which we believe is and will continue to be a key contributor to our success. Our new products are developed from our own consumer understanding, our own research and development or through partnership initiatives with inventors and vendors. Costs related to consumer and product research when paid directly by ACCO Brands are included in marketing costs and research and development expenses, respectively. Research and development expenses amounted to $21.0 million, $20.0 million and $20.2 million for the years ended December 31, 2016, 2015 and 2014, respectively. As a percentage of sales, research and development expenses were 1.3%, 1.3% and 1.2% for the years ended December 31, 2016, 2015 and 2014, respectively. See also "Item 1A. *Risk Factors - Our success partially depends on our ability to continue to develop and market innovative products that meet end-user demands, including price expectations.*"

We consistently review our businesses and product offerings, assess their strategic fit and seek opportunities to divest nonstrategic businesses and rationalize our product offerings. The criteria we use in assessing the strategic fit include: the ability to increase sales for the business; the ability to create strong, differentiated brands; the importance of the business to key customers; the business's relationship with existing product lines; the importance of the business to the market; and the business's actual and potential impact on our operating performance. See also "Part II. Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations.*"

**Raw Materials**

The primary materials used in the manufacturing of many of our products are paper, plastics, resin, polyester and polypropylene substrates, steel, wood, aluminum, melamine, zinc and cork. These materials are available from a number of suppliers, and we are not dependent upon any single supplier for any of these materials. Based on our experience, we believe that adequate quantities of these materials will be available in the foreseeable future. See also "Item 1A. *Risk Factors - Risks associated with currency volatility could adversely affect our sales, profitability, cash flow and results of operations,*" "- *Fluctuation in the costs of raw materials, labor and transportation and changes in international shipping capacity as well as issues affecting port availability and efficiency, such as labor strikes, could adversely affect our business, results of operations and financial condition*," and "- *Changes to current policies by the U.S. government could adversely affect our business*."

**Supply**

Our products are either manufactured or sourced to ensure that we supply our customers with appropriate customer service, quality products, innovative solutions and attractive pricing. We have built a customer-focused business model with a flexible supply chain to ensure that these factors are appropriately balanced. Using a combination of manufacturing and third-party sourcing also enables us to reduce our costs and effectively manage our production assets by lowering capital investment and working capital requirements. Our strategy is to manufacture locally those products that would incur a relatively high freight and/or duty expense or have high service needs and source those products that have a high proportion of direct labor cost. We currently manufacture approximately half of our products locally where we operate, and source the remaining half. Low-cost sourcing primarily comes from China, but we also source from other Far Eastern countries and Eastern Europe.

**Seasonality**

Historically, our business has experienced higher sales and earnings in the third and fourth quarters of the calendar year. Two principal factors contribute to this seasonality: (1) we are a major supplier of products related to the "back-to-school" season, which occurs principally from June through September for our North American business and from November through February for our Australian and Brazilian businesses; and (2) several products we sell lend themselves to calendar year-end purchase timing, including AT-A-GLANCE ® planners, paper organization and storage products (including bindery) and Kensington® computer accessories, which have higher sales in the fourth quarter driven by traditionally strong fourth-quarter sales of personal computers and tablets. As a result, we have generated, and expect to continue to generate, most of our earnings in the second half of the year and much of our cash flow in the first, third and fourth quarters as receivables are collected.

| **Sales Percentages by Fiscal Quarter** | **2016** | **2015** | **2014** |
|---|---|---|---|
| 1st Quarter | 18% | 19% | 20% |
| 2nd Quarter | 26% | 26% | 25% |
| 3rd Quarter | 28% | 28% | 28% |
| 4th Quarter | 28% | 27% | 27% |
| | 100% | 100% | 100% |

See also "Item 1A. *Risk Factors - Our business is subject to risks associated with seasonality, which could adversely affect our cash flow, results of operations and financial condition.*"

**Intellectual Property**

We have many patents, trademarks, brand names and trade names that are, in the aggregate, important to our business. The loss of any individual patent or license, however, would not be material to any business segment or to the Company as a whole. Many of ACCO Brands' trademarks are only important in particular geographic markets or regions. Our principal registered trademarks are: ACCO®, Artline®, AT-A-GLANCE ®, ClickSafe®, Derwent®, Esselte®, Five Star®, GBC®, Hilroy®, Kensington®, Leitz®, Marbig®, Mead®, MicroSaver® NOBO®, Quartet®, Rapid®, Rexel®, Swingline®, Tilibra®, and Wilson Jones®. See also "Item 1A. *Risk Factors - Our inability to secure, protect and maintain rights to intellectual property could have an adverse impact on our business.*"

**Environmental Matters**

We are subject to national, state, provincial and/or local environmental laws and regulations concerning the discharge of materials into the environment and the handling, disposal and clean-up of waste materials and otherwise relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly remediation and other compliance efforts that we may undertake in the future. In the opinion of our management, compliance with the present environmental protection laws, before taking into account estimated recoveries from third parties, will not have a material adverse effect upon our capital expenditures, financial condition and results of operations or competitive position. See also "Item 1A. *Risk Factors - We are subject to global environmental regulation and environmental risks, product content and product safety laws and regulations, international trade laws and regulations as well as laws, regulations and self-regulatory requirements relating to privacy and data security*."

**Employees**

As of December 31, 2016, we had approximately 5,040 full-time and part-time employees. There have been no strikes or material labor disputes at any of our facilities during the past five years. We consider our employee relations to be good.

For a description of certain factors that may have had, or may in the future have, a significant impact on our business, financial condition or results of operations, see "Item 1A. *Risk Factors*."

**Executive Officers of the Company**

The following sets forth certain information with regard to our executive officers as of February 22, 2017 (ages are as of December 31, 2016).

**Mark C. Anderson**, age 54

- 2007 - present, Senior Vice President, Corporate Development
- Joined the Company in 2007

**Boris Elisman**, age 54

- 2016 - present, Chairman, President and Chief Executive Officer
- 2013 - 2016, President and Chief Executive Officer
- 2010 - 2013, President and Chief Operating Officer
- 2008 - 2010, President, ACCO Brands Americas
- 2008, President, Global Office Products Group
- 2004 - 2008, President, Computer Products Group
- Joined the Company in 2004

**Neal V. Fenwick**, age 55

- 2005 - present, Executive Vice President and Chief Financial Officer
- 1999 - 2005, Vice President Finance and Administration, ACCO World
- 1994 - 1999 Vice President Finance, ACCO Europe
- Joined the Company in 1984

**Christopher M. Franey**, age 60

- 2010 - present, Executive Vice President and President, Computer Products Group
- 2010 - 2013, Executive Vice President; President, ACCO Brands International and President, Computer Products Group
- 2008 - 2010, President, Computer Products Group
- Joined the Company in 2008
- Mr. Franey is expected to retire effective March 31, 2017

**Ralph P. Hargrow**, age 64

- 2013 - present, Senior Vice President, Global Chief People Officer
- 2005 - 2013, Global Chief People Officer, Molson Coors Brewing Company
- Joined the Company in 2013

**Gregory J. McCormack**, age 53

- 2013 - present, Senior Vice President, Global Products
- 2012 - 2013, Senior Vice President, Operations, ACCO Brands Emerging Markets
- 2010 - 2012, Senior Vice President, Operations - ACCO Brands International
- 2008 - 2010, Senior Vice President, Operations, Americas
- Joined the Company in 1996

**Kathleen D. Schnaedter**, age 47

- 2015 - present, Senior Vice President, Corporate Controller and Chief Accounting Officer
- 2008 - 2015, Vice President and Corporate Controller
- Joined the Company in 1994

**Pamela R. Schneider**, age 57

- 2012 - present, Senior Vice President, General Counsel and Secretary
- 2010 - 2012, General Counsel, Accertify, Inc.
- 2008 - 2010, Executive Vice President, General Counsel and Secretary, Movie Gallery, Inc. (filed for Chapter 11 in February 2010)
- 2005 - 2008, Senior Vice President, General Counsel and Secretary, APAC Customer Services, Inc.
- Joined the Company in 2012

**Thomas W. Tedford**, age 46

- 2015 - present, Executive Vice President and President, ACCO Brands North America Office and Consumer Products
- 2010 - 2015, Executive Vice President; President, ACCO Brands U.S. Office and Consumer Products
- 2010, Chief Marketing and Product Development Officer
- 2007 - 2010, Group Vice President, APAC Customer Services, Inc.
- Joined the Company in 2010

## ITEM 1A. *RISK FACTORS*

**The factors that are discussed below, as well as the matters that are generally set forth in this Annual Report on Form 10-K and the documents incorporated by reference herein, could materially and adversely affect the Company's business, results of operations and financial condition.**

***Our business serves a limited number of large and sophisticated customers, and a substantial reduction in sales to one or more of these customers could adversely impact our operating results.***

A relatively limited number of customers account for a large percentage of our total net sales. Our top ten customers accounted for 56% of our net sales for the year ended December 31, 2016. Sales to Staples, our largest customer, amounted to approximately 14% of our 2016 net sales. Sales to Wal-Mart amounted to approximately 10% of our 2016 net sales.

Our large customers may seek to leverage their size to obtain favorable pricing and other terms. In addition, they have the ability to directly source their own private label products and to create and support new and competing suppliers. The loss of, or a significant reduction in sales to, one or more of our top customers, or significant changes to the terms on which we sell our products to our top customers, could have a material adverse effect on our business, results of operations and financial condition.

***Our historical office superstore and wholesale customers may further transform their business models, which could adversely impact our sales and margins.***

Our historical customers, especially our large office superstore and wholesale customers, have steadily consolidated over the last two decades. Following a customer consolidation, the combined company typically takes actions to harmonize pricing from its suppliers, close retail outlets, reduce inventories and rationalize its supply chain, which negatively impacts our sales and margins. Customers who have consolidated or may consolidate in the future may not continue to buy from us across our different product segments or geographic regions or at the same levels as prior to consolidation, which could adversely impact our financial results.

Historically, consolidation of our customers has had a material impact on our sales and margins and continues to impact our business performance.

Recently, these same customers have sought other means to address the challenges of increased competition, seeking to transform their businesses in a variety of ways. Such actions may result in our customers changing their historical buying patterns, which may result in further reductions in our sales and margins and have an adverse effect on our business, results of operations and financial condition.

See also "- *Shifts in the channels of distribution for our products could adversely impact our business*" and "- *Challenges related to the highly competitive business environments in which we operate could have an adverse effect on our ongoing business, results of operations and financial condition" and* "Part II. Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations.*"

***Risks associated with currency volatility could adversely affect our sales, profitability, cash flow and results of operations.***

With approximately 43% of our sales for the fiscal year ended December 31, 2016 arising from international operations, fluctuations in currency exchange rates against the U.S. dollar can have a material impact on our results of operations. Our current risk exposure is primarily related to the Brazilian real, the Canadian dollar, the Euro, the Australian dollar, the British pound, the Mexican peso and the Japanese yen. Currency fluctuations impact the financial results of our non-U.S. operations, which are reported in U.S. dollars. As a result, a strong U.S. dollar reduces the dollar-denominated financial contributions from foreign operations and a weak U.S. dollar benefits us in the form of higher reported financial results.

Additionally, approximately half of the products we sell are sourced from China and other Far Eastern countries. The prices for these sourced products are denominated in U.S. dollars. Accordingly, movements in the value of local currencies relative to the U.S. dollar affect the cost of goods sold by our non-U.S. businesses when they source products from Asia. A weaker dollar decreases costs of goods sold and a stronger dollar increases costs of goods sold relative to the local selling price. In response to the strengthening of the U.S. dollar, we typically seek to raise prices in our international markets in an effort to recover lost gross margin. Due to competitive pressures and the timing of these price increases relative to the changes in currency exchange rates, it is often difficult to increase prices fast enough to fully offset the cumulative impact of the foreign-exchange-related inflation on our cost of goods sold in these markets. Additionally, where possible, we seek to hedge our exposure to provide more time to raise prices, but this is not always possible where our competitors are not similarly affected.

We cannot predict the rate at which the U.S. dollar will trade against other currencies in the future. When the U.S. dollar strengthens, it makes the dollar more valuable relative to other currencies in the global market, and negatively impacts the U.S. dollar value of our international sales, profits and cash flow and adversely impacts our ability to compete or competitively price our products in those markets. Conversely, if the U.S. dollar weakens, it has the opposite effect.

Additionally, as we increase the size of our business in international markets, through acquisitions (including the PA and Esselte Acquisitions) or otherwise, or if we increase the amount of products we source from China and other Far Eastern countries, our exposure to the risks associated with currency volatility increases. See also "- *Growth in emerging geographies may be difficult to achieve and exposes us to risks not present or not as prevalent in more established markets, such as greater economic volatility, unstable political conditions and civil unrest*."

***Shifts in the channels of distribution for our products could adversely impact our business.***

Our customers operate in a very competitive environment. Historically, large office superstores and wholesalers have maintained a significant market share in business, academic and dated goods, but these customers are experiencing increasing competition from mass merchandisers and on-line retailers. This shift in channels may impact our sales and margins due to the more limited range of products carried in these alternate channels and their overall inventory efficiencies. Additionally, if we are unable to grow sales and gain market share with customers operating in these alternate channels of distribution or if the margins we realize in these channels are lower, our business, results of operations and financial condition could be adversely affected.

***Challenges related to the highly competitive business environments in which we operate could have an adverse effect on our ongoing business, results of operations and financial condition.***

We operate in highly competitive business environment, which presents a number of challenges, including:

- low barriers to entry;
- sophisticated and large customers who have the ability to source their own private label products;
- limited retail space which constrains our ability to offer certain products;
- competitors with strong brands;
- imports from a range of countries, including countries with lower production costs;
- competitors' ability to source lower cost products in local currencies; and
- competition from a range of products and services, including electronic, digital or web-based products that can replace or render obsolete or less desirable some of the products we sell.

As a result, our business is likely to be affected by: (1) decisions and actions of our customers to increase their purchases of private label products or otherwise change product assortments; (2) decisions of current and potential suppliers of competing products to take advantage of low entry barriers to expand their production or lower prices; and (3) decisions of end-users of our products to expand their use of lower priced, substitute or alternative products. Any such decisions could result in lower sales and margins and adversely affect our business, results of operations and financial condition.

Historically, during periods of economic weakness and uncertainty, we have seen the above trends accelerate resulting in increased competition from private label and other branded and/or generic products that compete on price and quality and changes in end-user spending. Similarly, when the U.S. dollar is strong, we face more competition from locally produced products, which are paid for in local currency. We have recently experienced these competitive pressures due to economic weakness in certain international markets in which we operate, especially Brazil. See also "- *Sales of our products may be adversely affected by issues that affect business, commercial and consumer spending decisions during periods of economic uncertainty or weakness*," "- *Risks associated with currency volatility could adversely affect our sales, profitability, cash flow and results of operations*" and "- *Changes to current policies by the U.S. government could adversely affect our business*."

***Our success partially depends on our ability to continue to develop and market innovative products that meet end-user demands, including price expectations.***

Our competitive position depends on continued investment in innovation and product development, manufacturing and sourcing, quality standards, marketing and customer service and support. Our success will depend, in part, on our ability to anticipate and offer products that appeal to the changing needs and preferences of our customers and end-users in a market where many of our product categories are affected by continuing improvements in technology and shortened product lifecycles and others are experiencing secular declines. We may not have sufficient resources to make the investments that may be necessary to anticipate

or react to the changing needs, and we may not identify, develop and market products successfully or otherwise be able to maintain our competitive position.

***Sales of our products may be adversely affected by issues that affect business, commercial and consumer spending decisions during periods of economic uncertainty or weakness.***

Demand for our products, especially business machines and other durable goods, can be very sensitive to uncertain or weak economic conditions. In addition, during periods of economic uncertainty or weakness, we tend to see the demand for our products decrease, increased competition from private label and other branded and/or generic products that compete on price and quality, and our reseller customers reduce inventories. In addition, end-users tend to purchase more lower-cost, private label or other economy brands, more readily switch to electronic, digital or web-based products serving similar functions, or forgo certain purchases altogether. As a result, adverse changes in economic conditions or sustained periods of economic uncertainty or weakness could negatively affect our earnings and have an adverse effect on our business, results of operations, cash flow and financial condition.

The economic climate in some of countries in which we operate is unstable, negatively impacting our sales, profitability and cash flow in these countries, and we expect that this situation may continue. Any economic recovery in these countries may be weak and slow to materialize.

***We rely extensively on information technology systems to operate, transact and otherwise manage our business. Any material failure, inadequacy, interruption or security breach of that technology or its supporting infrastructure could adversely affect our business, results of operations or financial condition.***

We rely extensively on our information technology systems, many of which are outsourced to third-party service providers. We depend on these systems and our third-party service providers to effectively manage our business and execute the production, distribution and sale of our products as well as to manage and report our financial results and run other support functions. Although we have implemented service level agreements and have established monitoring controls, if our outsourcing vendors fail to perform their obligations in a timely manner or at satisfactory levels, our business could suffer. The failure of these systems to operate effectively, problems with transitioning to upgraded or replacement systems, or a breach in the security of these systems could disrupt service to our customers, negatively impact our ability to report our financial results in a timely and accurate manner, damage our reputation and adversely affect our business, results of operations and financial condition.

Our information technology general controls are an important element of our internal control over financial reporting and our disclosure controls and procedures. Failure to successfully execute our information technology general controls could adversely impact the effectiveness of our internal control over financial reporting and our disclosure controls and procedures and impair our ability to accurately report our financial results in a timely manner.

If services to our customers are negatively impacted by the failure or breach of our information systems, or if we are unable to accurately report our financial results in a timely manner or to conclude that our internal control over financial reporting and disclosure controls and procedures are effective, investor, supplier and customer confidence in our reported financial information as well as market perception of our Company and/or the trading price of our common stock could be adversely affected. The occurrence of any of these events could have an adverse impact on our business, results of operations and financial condition.

***Our information technology and other systems are subject to cyber security risk, including misappropriation of customer information or other breaches of information security.***

We rely upon sophisticated information technology networks, systems and infrastructure, some of which are managed by third-parties, to process, transmit and store electronic information, and to manage or support a variety of business processes and activities. Additionally, we collect and store sensitive data, including proprietary business and personal information. Despite security measures, our information technology networks and infrastructure may be vulnerable to damage, disruptions or shutdowns due to attack by hackers or breaches, employee error or malfeasance, power outages, computer viruses, telecommunication or utility failures, systems failures, natural disasters or other catastrophic events. Likewise, data privacy or security breaches by employees and others with permitted access to our systems, including in some cases third-party service providers to which we may outsource certain business functions, may pose a risk that sensitive data, including proprietary business information, intellectual property or personal information, may be exposed to unauthorized persons or to the public. Security breaches and other disruptions to our information technology infrastructure could interfere with our operations, compromise information belonging to us and our customers and suppliers, and expose us to liability, which could adversely impact our business and/or result in the loss of critical or sensitive information, which could result in financial, legal, business or reputational harm.

***Changes to current policies by the U.S. government could adversely affect our business.***

We anticipate possible changes to current policies by the U.S. government that could affect our business, including potentially through increased import tariffs and other changes in U.S. trade relations with other countries (e.g., Mexico and China) and/or changes to U.S. tax laws. The imposition of tariffs or other trade barriers could increase our costs in certain markets, and may cause our customers to find alternative sourcing. In addition, other countries may change their own policies on business and foreign investment in companies in their respective countries. Additionally, it is possible that U.S. policy changes and uncertainty about policy could increase the volatility of currency exchange rates, which could impact our results of operations and financial condition. Tax changes could have different impacts depending on the specific policies enacted. See also "- *Risks associated with currency volatility could adversely affect our sales, profitability, cash flow and results of operations*," "- *Sales of our products may be adversely affected by issues that affect business, commercial and consumer spending decisions during periods of economic uncertainty or weakness*," and "- *Growth in emerging geographies may be difficult to achieve and exposes us to risks not present or not as prevalent in more established markets, such as greater economic volatility, unstable political conditions and civil unrest* ."

***Growth in emerging geographies may be difficult to achieve and exposes us to risks not present or not as prevalent in more established markets, such as greater economic volatility, unstable political conditions and civil unrest.***

A portion of our sales are derived from emerging markets such as Latin America and parts of Asia, the Middle East and Eastern Europe. Moreover, the profitable growth of our business in emerging markets, through both organic investments and through acquisitions, is a key element to our long-term growth strategy.

Emerging markets generally involve more financial and operational risks than more mature markets. In some cases, emerging markets have greater political and economic volatility, greater vulnerability to infrastructure and labor disruptions, are more susceptible to corruption, and are in locations where it may be more difficult to impose corporate standards and procedures and the extraterritorial laws of the United States. Negative or uncertain political climates and military disruptions in developing and emerging markets could also adversely affect us. Further, weak legal systems may affect our ability to protect our intellectual property, contractual and other rights.

As we seek to grow our business in these emerging markets, we increase our exposure to these financial and operational risks as well as legal and other risks, including currency transfer restrictions, the impact of currency fluctuations, hyperinflation or devaluation, changes in international trade policies and regulations (including import and export restrictions), the lack of well-established or reliable legal systems, corruption, adverse economic conditions, political actions or instability, terrorism and civil unrest. Likewise, our cost of doing business increases due to costs of compliance with complex and numerous foreign and U.S. laws and regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, and regulations on the transfer of funds to and from foreign countries, which, from time to time, result in significant cash balances in foreign countries due to limitations on the repatriation of funds. See also "- *Sales of our products may be adversely affected by issues that affect business, commercial and consumer spending decisions during periods of economic uncertainty or weakness," "- Risks associated with currency volatility could adversely affect our sales, profitability, cash flow and results of operations," "- Changes to current policies by the U.S. government could adversely affect our business," and "- Material disruptions resulting from telecommunication failures, labor strikes, power and/or water shortages, acts of God, war, terrorism, other geopolitical incidents or other circumstances outside our control could adversely impact our business, results of operations and financial condition*."

If we are unable to successfully expand our businesses in emerging markets, achieve the return on capital we expect as a result of our investments, or effectively manage the risks inherent in our growth strategy in these markets, our business, results of operations and financial condition could be adversely affected.

***Our strategy is partially based on growth through acquisitions either to expand our business into adjacent product categories that are experiencing higher growth rates or into existing categories to enhance our ability to compete effectively and realize cost synergies. Failure to properly identify, value, manage and integrate any of the acquisitions or to expand into adjacent categories may impact our business, results of operations and financial condition.***

One key element of our growth strategy involves acquisitions. We are focused on acquiring companies that are either in our existing categories or geographic markets to enhance our ability to compete effectively and realize cost synergies, or that have the potential to accelerate our growth or our entry into adjacent product categories.

We may not be successful in identifying suitable acquisition opportunities, prevailing against competing potential acquirers, negotiating appropriate acquisition terms, obtaining financing, completing proposed acquisitions, integrating acquired businesses or expanding in new markets or product categories. In addition, an acquisition may not perform as anticipated, be accretive to earnings or prove to be beneficial to our operations and cash flow. If we fail to effectively identify, value, consummate, manage

and integrate any acquired company we may not realize the potential growth opportunities or achieve the synergies or financial results anticipated at the time of its acquisition.

An acquisition could also adversely impact our operating performance as a result of the issuance of acquisition-related debt, pre-acquisition assumed liabilities, acquisition expense and the amortization of acquisition assets or possible future impairments of goodwill or intangible assets associated with the acquisition.

To the extent acquisitions increase our exposure to emerging markets, the risks associated with doing business in these markets will increase. See also "-*Growth in emerging geographies may be difficult to achieve and exposes us to risks not present or not as prevalent in more established markets, such as greater economic volatility, unstable political conditions and civil unrest*."

Additionally, part of our strategy is to expand our product assortment into new and adjacent product categories with a higher growth profile. There can be no assurance that we will successfully execute these strategies. If we are unable to successfully increase sales by expanding our product assortment, our business, results of operations and financial condition could be adversely affected.

***We may face challenges in integrating Pelikan Artline and Esselte with our operations following the PA and Esselte Acquisitions.***

In May 2016, we completed the PA Acquisition, and the Esselte Acquisition ("Esselte") was completed in January 2017.

We may face challenges in integrating Pelikan Artline and Esselte with our existing operations. These challenges may include, among other things, integrating Pelikan Artline and Esselte while carrying on the ongoing operations of each business; integrating the business cultures of Pelikan Artline and Esselte and ACCO; possible difficulties in retaining key employees and key customers of ACCO, Pelikan Artline and Esselte; and the difficulty of integrating the acquired business's finance, accounting and other business systems without negatively impacting our internal control over financial reporting, our disclosure controls and procedures and compliance with the regulatory requirements under the Sarbanes-Oxley Act of 2002.

The process of integrating operations also could cause an interruption of, or loss of momentum in, the activities of one or more of our businesses, including the Pelikan Artline and Esselte businesses. Members of our senior management may need to devote considerable amounts of time to the integration process, which will decrease the time they will have to manage the businesses. If our senior management is not able to effectively manage the integration processes, or if any significant business activities are interrupted as a result of the integration process, our business and financial results could suffer.

Additionally, we expect that we will realize synergy savings and other financial and operating benefits from our acquisition of Pelikan Artline and Esselte. Our success in realizing these synergy savings and other financial and operating benefits, and the timing of this realization depends on the successful integration of the business operations of Pelikan Artline and Esselte with ACCO. We cannot predict with certainty if or when these synergy savings and other benefits will occur, or the extent to which they actually will be achieved.

Finally, the integration of Pelikan Artline and Esselte will involve changes to, or implementation of critical information technology systems, modifications to our internal controls systems, processes and information technology systems, and the establishment of disclosure controls and procedures and internal control over financial reporting necessary to meet our obligations as a publicly traded company in the U.S. Failure to successfully complete any of these tasks could adversely affect our internal control over financial reporting, our disclosure controls and procedures and our ability to effectively and timely report our financial results. If we are unable to accurately report our financial results in a timely manner and establish internal control over financial reporting and disclosure controls and procedures that are effective, our business, results of operation and financial condition, investor, supplier and customer confidence in our reported financial information, the market perception of our Company and/or the trading price of our common stock could be materially and adversely affected.

***The market for computer products is rapidly changing and highly competitive.***

We sell computer products in a market that is characterized by rapid technological changes, short product life cycles and a dependency on the introduction by third party manufacturers of new products and devices, which drives demand for accessories sold by the Company. To compete successfully, we need to anticipate and bring to market innovative new accessories in a timely and effective way, which requires significant skills and investment. We may not have sufficient market intelligence, talent or resources to successfully meet these challenges. Additionally, the short product life cycles increase the risk that our products will become commoditized or obsolete and that we could be left with an excess of old and slow-moving inventory. Rapid changes in technology, shifting demand for personal computers, laptops, tablets and mobile devices, as well as delays in the introduction of

new technology and our ability to anticipate and respond to these changes and delays, could adversely affect the demand for our products and have an adverse effect on the business, results of operations and financial condition. Recently, rapid changes in technology led to the commoditization of many of our tablet accessories resulting in increased competition and a degradation in sales and margins. Ultimately, we elected to exit the commodity tablet and smartphone accessories business. See also "Part II, Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations*."

***Litigation or legal proceedings could expose us to significant liabilities and damage our reputation.***

In connection with our May 1, 2012 acquisition of Mead Consumer and Office Products business, we assumed all of the tax liabilities for the acquired foreign operations including Tilibra Produtos de Papelaria Ltda. ("Tilibra"). In December of 2012, the Federal Revenue Department of the Ministry of Finance of Brazil ("FRD") issued a tax assessment (the "Brazilian Tax Assessment") against Tilibra, which challenged the tax deduction of goodwill from Tilibra's taxable income for the year 2007. A second assessment challenging the deduction of goodwill from Tilibra's taxable income for the years 2008, 2009 and 2010 was issued by FRD in October 2013.

Tilibra is disputing both of the tax assessments through established administrative procedures. We believe we have meritorious defenses and intend to vigorously contest these matters; however, there can be no assurances that we will ultimately prevail. We are still in the administrative stages of the process to challenge the FRD's tax assessments, and the ultimate outcome will not be determined until the Brazilian tax appeal process is complete, which is expected to take a number of years. In addition, Tilibra's 2011-2012 tax years remain open and subject to audit, and there can be no assurances that we will not receive additional tax assessments regarding the goodwill for one or both of those years. The time limit for issuing an assessment for 2011 expires in January 2018. If the FRD's initial position is ultimately sustained, the amount assessed would materially and adversely affect our cash flow in the year of settlement.

Because there is no settled legal precedent on which to base a definitive opinion as to whether we will ultimately prevail, we consider the outcome of this dispute to be uncertain. Since it is not more likely than not that we will prevail, in 2012, we recorded a reserve in the amount of $44.5 million (at December 31, 2012 exchange rates) in consideration of this contingency, of which $43.3 million was recorded as an adjustment to the purchase price and which included the 2007-2012 tax years plus penalties and interest through December 2012. Included in this reserve is an assumption of penalties at 75%, which is the standard penalty. While there is a possibility that a penalty of 150% could be imposed, based on the facts in our case and existing precedent, we believe the likelihood of a 150% penalty being imposed is not more likely than not at December 31, 2016. In the meantime, we continue to actively monitor administrative and judicial court decisions and evaluate their impact, if any, on our legal assessment of the ultimate outcome of our case. In addition, we will continue to accrue interest related to this contingency until such time as the outcome is known or until evidence is presented that we are more likely than not to prevail. During 2016, 2015 and 2014, we accrued additional interest as a charge to current tax expense of $2.8 million, $2.7 million and $3.2 million, respectively. At current exchange rates, our accrual through December 31, 2016, including tax, penalties and interest is $37.3 million.

There are various other claims, lawsuits and pending actions against us incidental to our operations. It is the opinion of management that (other than the Brazilian Tax Assessment) the ultimate resolution of these matters will not have a material adverse effect on our financial condition, results of operations or cash flow. However, there is no assurance that we will ultimately be successful in our defense of any of these matters or that an adverse outcome in any matter will not affect our results of operations, financial condition or cash flow.

***Outsourcing the production of certain of our products, our information technology systems and other administrative functions could adversely affect our business, results of operations and financial condition.***

We outsource certain manufacturing functions to suppliers in China, other Far Eastern countries and Eastern Europe. Outsourcing of product design and production creates a number of risks, including decreased control over the engineering and manufacturing processes resulting in unforeseen production delays or interruptions, inferior product quality, loss or misappropriation of trade secrets and other performance issues, which could result in cost overruns, delayed deliveries or shortages. Additionally, our suppliers must comply with our design and product content specifications, and all applicable laws, including product safety, security, labor and environmental laws. We also expect our suppliers to conform to our and our customers' expectations with respect to product safety, product quality and social responsibility, be responsive to our audits and otherwise be certified as meeting our and our customers' supplier codes of conduct. Failure to meet any of these requirements may result in our having to cease doing business with a supplier or cease production at a particular facility. Substitute suppliers might not be available or, if available, might be unwilling or unable to offer products on acceptable terms or in a timely manner. Any of these circumstances could result in unforeseen production delays and increased costs and negatively affect our ability to deliver products and services to our customers, all of which could adversely affect our business, results of operations and financial condition.

Moreover, if one or more of our suppliers is unable or unwilling to continue to provide products of acceptable quality, at acceptable cost or in a timely manner due to financial difficulties, insolvency or otherwise, or if customer demand for our products increases, we may be unable to secure sufficient additional capacity from our current suppliers, or others, in a timely manner or on acceptable terms. Any of these events could result in unforeseen production delays and increased costs and negatively affect our ability to deliver our products and services to our customers, all of which could adversely affect our business, results of operations and financial condition.

We also outsource important portions of our information technology infrastructure and systems support to third party service providers. Outsourcing of information technology services creates risks to our business, which are similar to those created by our product production outsourcing. If one or more of our information technology suppliers is unable or unwilling to continue to provide services at acceptable cost due to financial difficulties, insolvency or otherwise, or if our third party service providers experience a security breach or disruptions in service, our business could be adversely affected.

In addition, we outsource certain administrative functions, such as payroll processing, benefit plan administration and accounts payable to third party service providers and may outsource other functions in the future to achieve cost savings and efficiencies. If the service providers to which we outsource these functions do not perform effectively, we may not be able to achieve the expected cost savings and may have to incur additional costs to correct errors they make. Depending on the function involved, such errors may lead to business disruption, processing inefficiencies or loss of, or damage to intellectual property, or harm to employee morale. See also "- *We rely extensively on information technology systems to operate, transact and otherwise manage our business. Any material failure, inadequacy, interruption or security breach of that technology or its supporting infrastructure could adversely affect our business, results of operations or financial condition*," and "- *Our information technology and other systems are subject to cyber security risk, including misappropriation of customer information or other breaches of information security.*"

***Continued declines in the use of certain of our products, especially paper-based dated, time management and productivity tools, could adversely affect our business.***

A number of our products and brands consist of paper-based dated, time management and productivity tools that historically have tended to be higher-margin products. However, consumer preference for technology-based solutions for time management and planning continues to grow worldwide. Many consumers use or have access to electronic tools that may serve as substitutes for traditional paper-based time management and productivity tools. Accordingly, the continued introduction of new digital software applications and web-based services by companies offering time management and productivity solutions could continue to adversely impact the revenue and profitability of our largely paper-based portfolio of dated, time management and productivity products.

Additionally, the demand for other product categories, such as decorative calendars, ring binders and mechanical binding equipment, are also declining. A continued decline in the overall demand for any of the products we sell could adversely impact our business, results of operations and financial condition.

***Our business is subject to risks associated with seasonality, which could adversely affect our cash flow, results of operations and financial condition.***

Historically, our business has experienced higher sales and earnings in the third and fourth quarters of the calendar year. Two principal factors contribute to this seasonality: (1) we are a major supplier of products related to the "back-to-school" season, which occurs principally from June through September for our North American business and from November through February for our Australian and Brazilian businesses; and (2) several products we sell lend themselves to calendar year-end purchase timing, including AT-A-GLANCE ® planners, paper organization and storage products (including bindery) and Kensington® computer accessories, which have higher sales in the fourth quarter driven by traditionally strong fourth-quarter sales of personal computers and tablets. As a result, we have generated, and expect to continue to generate, most of our earnings in the second half of the year and much of our cash flow in the first, third and fourth quarters as receivables are collected. If these typical seasonal increases in sales of certain products do not materialize or if sales of these product lines were to represent a larger overall percentage of our sales or profitability it may have an outsized impact on our business, which could adversely affect our cash flow, results of operations and financial condition.

***Fluctuation in the costs of raw materials, labor and transportation and changes in international shipping capacity as well as issues affecting port availability and efficiency, such as labor strikes, could adversely affect our business, results of operations and financial condition.***

The primary materials used in the manufacturing of many of our products are paper, plastics, resin, polyester and polypropylene substrates, steel, wood, aluminum, melamine, zinc and cork. In general, our gross profit may be affected from time to time by fluctuations in the prices of these materials. We attempt to reduce our exposure to increases in these costs through a variety of measures, including obtaining price increases from our customers when appropriate as well as executing periodic purchases, future delivery contracts, longer-term price contracts and holding our own inventory. Likewise, we attempt to take advantage of price decreases by negotiating cost reductions with our suppliers to ensure that our customer pricing remains competitive. There can be no assurances that we will successfully negotiate price increases or decreases or that the other measures we take to manage the risk of fluctuation in raw material costs will be effective in avoiding a negative impact in our sales and profitability. See also "Note 13. Derivative Financial Instruments" to the consolidated financial statements contained in Part II, Item 8. of this report.

Inflationary and other substantial increases and decreases in costs of materials, labor and transportation have occurred in the past and may recur, and raw materials may not continue to be available in adequate supply in the future. Shortages in the supply of any of the raw materials we use in our products and services, the availability of international shipping capacity or labor strife at ports we use, could result in price increases or decreases or negatively impact our ability to deliver our products to our customers, which could have an adverse effect on our business, results of operations and financial condition.

Some of our suppliers are dependent upon other industries for raw materials as well as the other products and services necessary to produce the products they supply to us. Any adverse impacts to those industries could have a ripple effect on our suppliers, which could adversely impact their ability to supply us at levels or costs we consider necessary or appropriate for our business, or at all. Any such disruptions could negatively impact our ability to deliver products and services to our customers, which in turn could have an adverse impact on our business, results of operations and financial condition.

***We are subject to global environmental regulation and environmental risks, product content and product safety laws and regulations, international trade laws and regulations as well as laws, regulations and self-regulatory requirements relating to privacy and data security.***

Our business is subject to national, state, provincial and/or local environmental laws and regulations in both the United States and abroad, which govern the discharge and emission of certain materials and waste, and establish standards for their use, disposal and management. We are also subject to laws regulating the content of toxic chemicals and materials in the products we sell as well as laws, directives and self-regulatory requirements related to the safety of our products, law and regulations governing international trade as well as privacy and data security. There has also been a sharp increase in laws and regulations in Europe, the United States and elsewhere, imposing requirements on our handling of personal data, including data of employees, consumers and business contacts.

All of these laws, regulations and self-regulatory frameworks are complex and may change frequently. Capital and operating expenses required to comply with environmental, product content and product safety laws and regulations and information security and privacy obligations can be significant, and violations may result in substantial fines, penalties and civil damages as well as damage to our reputation. Any significant increase in our costs to comply with applicable environmental and product content and safety laws and obligations relating to privacy and data security as well as claims or liability arising from noncompliance with such laws, regulations and self-regulatory frameworks, and changes in tariffs or duties associated with the international transfer of goods could have an adverse effect on our business, results of operations and financial condition as well as damage to our reputation. See also, "- *Changes to current policies by the U.S. government could adversely affect our business*."

In addition, as we expand our business into emerging and new markets, we increase the number of laws and regulations with which we are required to comply, which increases the complexity and costs of compliance as well as the risks of noncompliance. See also "- *Growth in emerging geographies may be difficult to achieve and exposes us to risks not present or not as prevalent in more established markets, such as greater economic volatility, unstable political conditions and civil unrest*."

***Our pension costs and cash contributions could substantially increase as a result of volatility in the equity markets, changes in interest rates or other factors.***

Our defined benefit pension plans are not fully funded and the funding status of our plans is a significant factor in determining the net periodic benefit costs of our pension plans and the ongoing funding requirements of those plans. Changes in interest rates and the market value of plan assets impact the funded status of these plans and cause volatility in the net periodic benefit cost and future plan funding requirements. Our cash contributions to pension and defined benefit plans totaled $6.2 million in 2016; however

the exact amount of cash contributions made to pension plans in any year is dependent upon a number of factors, including the investment returns on pension plan assets and laws relating to pension funding requirements. A significant increase in our pension funding requirements could have an adverse impact on our cash flow, results of operations and financial condition.

We also participate in a multi-employer pension plan for our union employees at our Ogdensburg, NY facility. The plan has reported significant underfunded liabilities and declared itself in critical and declining status. As a result, the trustees of the plan adopted a rehabilitation plan in an effort to forestall insolvency. Our required contributions to this plan could increase due to the shrinking contribution base resulting from the insolvency of, or withdrawal of other participating employers, from the inability or the failure of withdrawing participating employers to pay their withdrawal liability, from lower than expected returns on pension fund assets, and from other funding deficiencies. In the event that we withdraw from participation in the plan, we will be required to make withdrawal liability payments for a period of 20 years or longer in certain circumstances. The present value of our withdrawal liability payments would be recorded as an expense in our Consolidated Statements of Income and as a liability on our Consolidated Balance Sheets in the first year of our withdrawal.

In connection with the Esselte Acquisition we have acquired substantial pension liabilities.

See also "Part II, Item 7. Critical Accounting Policies - *Employee Benefit Plans*" and "Note 5. Pension and Other Retiree Benefits" to the consolidated financial statements contained in Part II, Item 8. of this report.

***Impairment of intangible assets could have a material adverse effect on our financial results.***

We have recorded significant amounts of goodwill and other intangible assets, which increased substantially due to acquisitions. The fair values of certain indefinite-lived trade names are not significantly above their carrying values. Recent events have significantly reduced the fair value of certain indefinite-lived trade names and future events may occur that could further adversely affect the reported value of our assets and require impairment charges, which could negatively affect our financial results. Such events may include, but are not limited to, a sustained decline in our stock price or sales of one or more of our branded product lines, or strategic decisions we make regarding how we use our brands in various global markets. As of December 31, 2016 the aggregate carrying value of indefinite-lived trade names not substantially above their fair values was $188.1 million, which relates to the following trade names, Mead®, Tilibra® and Hilroy®. See also "Part II, Item 7. Critical Accounting Policies - *Intangible Assets*", " - *Goodwill*" and "Note 9. Goodwill and Identifiable Intangible Assets" to the consolidated financial statements contained in Part II, Item 8, of this report.

***Our existing borrowing arrangements require us to dedicate a substantial portion of our cash flow to debt payments and limits our ability to engage in certain activities. If we are unable to meet our obligations under these agreements or are contractually restricted from pursuing activities or transactions that we believe are in our long-term best interests, our business, results of operations and financial condition could be adversely affected.***

As of December 31, 2016, we had $703.5 million of outstanding debt, which increased by approximately $326 million in early 2017 due to the borrowings to fund the Esselte Acquisition and related fees and expenses.

Our debt service obligations require us to dedicate a substantial portion of our cash flow from operating activities to payments on our indebtedness, which reduces the availability of our cash flow to fund working capital, capital expenditures, research and product development efforts, potential acquisitions and for other general corporate purposes. Our indebtedness also may increase our vulnerability to economic downturns and changing market conditions and place us at a competitive disadvantage relative to competitors that have less debt. In addition, as of December 31, 2016, $302.9 million of our outstanding debt is subject to floating interest rates, which increases our exposure to fluctuations in interest rates.

The terms of our debt agreements also limit our ability to engage in certain activities and transactions that may be in our and our shareholders' long-term interest. Among other things, the covenants and financial ratios and tests contained in our debt agreements restrict or limit our ability to incur additional indebtedness, incur certain liens on our assets, issue preferred stock or certain disqualified stock, make restricted payments, including investments, sell our assets or merge with other companies, and enter into certain transactions with affiliates. We are also required to maintain specified financial ratios under certain circumstances and satisfy financial condition tests. Our ability to comply with these covenants and financial ratios and tests may be affected by events beyond our control, and we may not be able to continue to meet those covenants, ratios and tests.

Our ability to meet our debt obligations, including our financial covenants, and to refinance our existing indebtedness upon maturity, will depend upon our future operating performance, which will be affected by general economic, financial, competitive, regulatory, business and other factors. Breach of any of the covenants, ratios and tests contained in the agreements governing our

indebtedness, or our inability to pay interest on, or principal of, our outstanding debt as it becomes due, could result in an event of default, in which case our lenders could declare all amounts outstanding to be immediately due and payable. If our lenders accelerate our indebtedness or we are not able to refinance our debts at maturity, our assets may not be sufficient to repay in full such indebtedness and any other indebtedness that would become due as a result of such acceleration. If we then are unable to obtain replacement financing or any such replacement financing is on terms that are less favorable than the indebtedness being replaced, our liquidity, results of operations and financial condition would be adversely affected.

Should any of the risks associated with our indebtedness be realized, our business, results of operations and financial condition could be adversely affected. See also "Part II, Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources*."

***Our failure to comply with customer contracts may lead to fines or loss of business, which could adversely impact our revenue and results of operations.***

Our contracts with our customers include specific performance requirements. In addition, some of our contracts with governmental customers are subject to various procurement regulations, contract provisions and other requirements. If we fail to comply with the specific provisions of our customer contracts or violate government contracting regulations, we could be subject to fines, suffer a loss of business or incur other penalties, which in the case of government contracts, could include suspension from further government contract opportunities. If our customer contracts are terminated, if we fail to meet our contractual obligations, are suspended or disbarred from government work, or if our ability to compete for new contracts is adversely affected, we could suffer a reduction in expected revenue and margins.

***Should one of our customers or suppliers experience financial difficulties or file for bankruptcy, our cash flow, results of operations and financial condition could be adversely affected.***

Our concentrated customer base increases our customer credit risk. Were any of our customers to face liquidity issues, become insolvent or file for bankruptcy, we could be adversely impacted due to not only a reduction in future sales but also delays in payment and/or losses associated with the inability to collect any outstanding accounts receivable from that customer. Such a result could adversely impact our cash flow, results of operations and financial condition.

In addition, should one of our suppliers or third party service providers experience financial difficulties our business, results of operations and financial condition could be adversely affected. See also "- *Outsourcing the production of certain of our products, our information technology systems and other administrative functions could adversely affect our business, results of operations and financial condition*."

***Our inability to secure, protect and maintain rights to intellectual property could have an adverse impact on our business.***

We own and license many patents, trademarks, brand names, trade names, and proprietary content that are, in the aggregate, important to our business. If third parties challenge the validity or enforceability of our intellectual property rights and we cannot successfully defend these challenges, or our intellectual property is invalidated or our patents expire, or if our licenses are terminated due to breach by us, or if licenses expire or are not renewed, our business, results of operations and financial condition could be adversely impacted. The loss, expiration or non-renewal of any individual trademark, patent or license may not be material to us, but the loss of a number of patents or trademarks, or the expiration or non-renewal of a significant number of licenses that relate to principal portions of our business, could negatively impact our competitive position in the market and have an adverse effect on our business.

We could also incur substantial costs to pursue legal actions relating to the unauthorized use by third parties of our intellectual property. If our brands become diluted, if our patents are infringed, or if our competitors introduce brands and products that cause confusion with our brands in the marketplace, the value of our brands may be diminished, which could adversely impact our sales and profitability.

We may also become involved in defending intellectual property infringement claims being asserted against us that could cause us to incur substantial costs, divert the efforts of our management and require us to pay substantial damages or require us to obtain a license, which might not be available on reasonable terms, if at all.

***Product liability claims or regulatory actions could adversely affect our financial results or harm our reputation or the value of our end-user brands.***

Claims for losses or injuries purportedly caused by some of our products arise in the ordinary course of our business. In

addition to the risk of substantial monetary judgments and penalties, which could have an adverse effect on our results of operations and financial condition, product liability claims or regulatory actions, could result in negative publicity that could harm our reputation in the marketplace or the value of our end-user brands. We also could be required to recall and possibly discontinue the sale of possible defective or unsafe products, which could result in adverse publicity, significant expenses and loss of revenue.

***Our success depends on our ability to attract and retain qualified personnel.***

Our success depends on our ability to attract and retain qualified personnel, including executive officers and other key personnel. We rely to a significant degree on compensating our executive officers and key employees with performance-based incentive awards that pay out only if specified performance goals have been met. To the extent these performance goals are not met and our incentive awards do not pay out, or pay out less than the targeted amount, it may motivate certain executive officers and key employees to seek other opportunities and affect our ability to attract and retain qualified personnel. The loss of key management personnel or other key employees or our potential inability to attract such personnel may adversely affect our ability to manage our overall operations and successfully implement our business strategy.

***Our stock price has been volatile historically and may continue to be volatile in the future.***

The market price for our common stock has been volatile historically. Our results may be significantly affected by factors including those described elsewhere in this "Part I, Item 1A. *Risk Factors*" as well as the following:

- quarterly fluctuations in our operating results compared to market expectations;
- fluctuations in the stock market prices and volumes;
- changes in financial estimates by us or securities analysts and recommendations by securities analysts;
- actual or anticipated negative earnings or other announcements by us or our top customers;
- investors' perceptions of the office products industry; and
- the composition of our shareholders, particularly the presence of "short sellers" trading in our stock.

Volatility in our stock price could adversely affect our business and financing opportunities and force us to increase our cash compensation to our employees or grant larger stock awards, which could hurt our operating results and reduce the percentage ownership of our existing stockholders.

***Material disruptions resulting from telecommunication failures, labor strikes, power and/or water shortages, acts of God, war, terrorism, other geopolitical incidents or other circumstances outside our control could adversely impact our business, results of operations and financial condition.***

A disruption at one of our or at one of our suppliers' or third-party service providers' facilities (especially facilities in China and other Asia-Pacific countries as well as Latin America) or a disruption of international transportation or at ports could adversely impact production, and customer deliveries or otherwise negatively impact the operation of our business and result in increased costs. Such a disruption could occur as a result of any number of events including but not limited to a major equipment failure, labor stoppages, transportation failures affecting the supply and shipment of materials and finished goods, the unavailability of raw materials, severe weather conditions, natural disasters, civil unrest, war or terrorism and disruptions in utility and other services. Any such disruptions could adversely impact our business, results of operations and financial condition.

**ITEM 1B.** ***UNRESOLVED STAFF COMMENTS***

None.

## ITEM 2. *PROPERTIES*

We have manufacturing facilities in North America, Europe, Brazil, Mexico and Australia, and maintain distribution centers in the regional markets we service. We lease our corporate and U.S. headquarters in Lake Zurich, Illinois. The following table lists our principal facilities by segment as of December 31, 2016:

| Location | Functional Use | Owned/Leased |
|---|---|---|
| **North America:** | | |
| Ontario, California | Distribution/Manufacturing | Leased |
| Booneville, Mississippi | Distribution/Manufacturing | Owned |
| Ogdensburg, New York | Distribution/Manufacturing | Owned |
| Sidney, New York | Distribution/Manufacturing | Owned |
| Alexandria, Pennsylvania | Distribution/Manufacturing | Owned |
| Pleasant Prairie, Wisconsin | Distribution/Manufacturing | Leased |
| Mississauga, Canada | Distribution/Manufacturing/Office | Leased |
| **International:** | | |
| Sydney, Australia | Distribution/Manufacturing/Office | Owned/Leased (2) |
| Bauru, Brazil | Distribution/Manufacturing/Office | Owned |
| Aylesbury, England | Office | Leased |
| Halesowen, England | Distribution | Owned |
| Lillyhall, England | Manufacturing | Leased |
| Tornaco, Italy | Distribution | Owned |
| Tokyo, Japan | Office | Leased |
| Lerma, Mexico | Manufacturing/Office | Owned |
| Born, Netherlands | Distribution | Leased |
| Wellington, New Zealand | Distribution/Office | Owned |
| Auckland, New Zealand | Distribution/Office | Leased |
| Arcos de Valdevez, Portugal | Manufacturing | Owned |
| **Computer Products Group:** | | |
| San Mateo, California | Office | Leased |

The Computer Products Group also utilizes many of the above distribution centers. We believe that the properties are suitable to the respective businesses and have production capacities adequate to meet the needs of our businesses.

## ITEM 3. *LEGAL PROCEEDINGS*

In connection with our May 1, 2012 acquisition of Mead Consumer and Office Products business, we assumed all of the tax liabilities for the acquired foreign operations including Tilibra Produtos de Papelaria Ltda. ("Tilibra"). In December of 2012, the Federal Revenue Department of the Ministry of Finance of Brazil ("FRD") issued a tax assessment (the "Brazilian Tax Assessment") against Tilibra, which challenged the tax deduction of goodwill from Tilibra's taxable income for the year 2007. A second assessment challenging the deduction of goodwill from Tilibra's taxable income for the years 2008, 2009 and 2010 was issued by FRD in October 2013.

Tilibra is disputing both of the tax assessments through established administrative procedures. We believe we have meritorious defenses and intend to vigorously contest these matters; however, there can be no assurances that we will ultimately prevail. We are still in the administrative stages of the process to challenge the FRD's tax assessments, and the ultimate outcome will not be determined until the Brazilian tax appeal process is complete, which is expected to take a number of years. In addition, Tilibra's 2011-2012 tax years remain open and subject to audit, and there can be no assurances that we will not receive additional tax assessments regarding the goodwill for one or both of those years. The time limit for issuing an assessment for 2011 expires in January 2018. If the FRD's initial position is ultimately sustained, the amount assessed would materially and adversely affect our cash flow in the year of settlement.

Because there is no settled legal precedent on which to base a definitive opinion as to whether we will ultimately prevail, we consider the outcome of this dispute to be uncertain. Since it is not more likely than not that we will prevail, in 2012, we recorded a reserve in the amount of $44.5 million (at December 31, 2012 exchange rates) in consideration of this contingency, of which $43.3 million was recorded as an adjustment to the purchase price and which included the 2007-2012 tax years plus penalties and interest through December 2012. Included in this reserve is an assumption of penalties at 75%, which is the standard penalty. While there is a possibility that a penalty of 150% could be imposed, based on the facts in our case and existing precedent, we believe the likelihood of a150% penalty being imposed is not more likely than not at December 31, 2016. In the meantime, we continue to actively monitor administrative and judicial court decisions and evaluate their impact, if any, on our legal assessment of the ultimate outcome of our case. In addition, we will continue to accrue interest related to this contingency until such time as the outcome is known or until evidence is presented that we are more likely than not to prevail. During 2016, 2015 and 2014, we accrued additional interest as a charge to current tax expense of $2.8 million, $2.7 million and $3.2 million, respectively. At current exchange rates, our accrual through December 31, 2016, including tax, penalties and interest is $37.3 million.

There are various other claims, lawsuits and pending actions against us incidental to our operations. It is the opinion of management that (other than the Brazilian Tax Assessment) the ultimate resolution of these matters will not have a material adverse effect on our financial condition, results of operations or cash flow. However, there is no assurance that we will ultimately be successful in our defense of any of these matters or that an adverse outcome in any matter will not affect our results of operations, financial condition or cash flow.

**ITEM 4.** ***MINE SAFETY DISCLOSURES***

Not applicable.

**PART II**

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

**Common Stock Information**

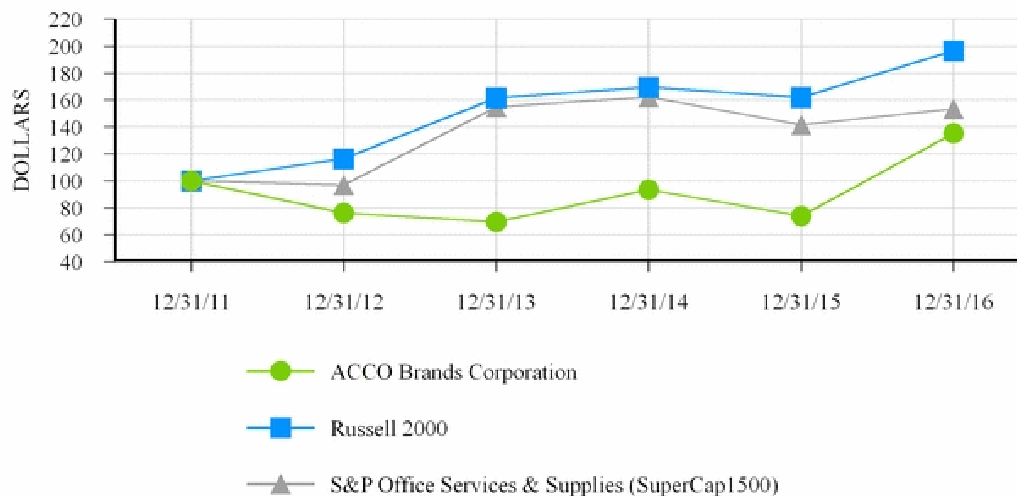
Our common stock is traded on the New York Stock Exchange ("NYSE") under the symbol "ACCO." The following table sets forth, for the periods indicated, the high and low sales prices for our common stock as reported on the NYSE for 2015 and 2016:

| | High | Low |
|---|---|---|
| **2015** | | |
| First Quarter | $ 9.20 | $ 7.05 |
| Second Quarter | $ 8.75 | $ 7.15 |
| Third Quarter | $ 8.40 | $ 6.80 |
| Fourth Quarter | $ 8.48 | $ 6.91 |
| **2016** | | |
| First Quarter | $ 9.05 | $ 5.47 |
| Second Quarter | $ 10.75 | $ 8.58 |
| Third Quarter | $ 11.75 | $ 9.35 |
| Fourth Quarter | $ 14.00 | $ 9.06 |

As of February 6, 2017, we had approximately 15,190 record holders of our common stock.

**Stock Performance Graph**

The following graph compares the cumulative total stockholder return on our common stock to that of the S&P Office Services and Supplies (SuperCap1500) Index and the Russell 2000 Index assuming an investment of $100 in each from December 31, 2011 through December 31, 2016.




| | Cumulative Total Return | | | | | |
|---|---|---|---|---|---|---|
| | 12/31/11 | 12/31/12 | 12/31/13 | 12/31/14 | 12/31/15 | 12/31/16 |
| ACCO Brands Corporation. | $ 100.00 | $ 76.06 | $ 69.64 | $ 93.37 | $ 73.89 | $ 135.23 |
| Russell 2000 | 100.00 | 116.35 | 161.52 | 169.43 | 161.95 | 196.45 |
| S&P Office Services and Supplies (SuperCap1500) | 100.00 | 96.93 | 154.75 | 162.10 | 141.58 | 153.49 |

**Common Stock Purchases**

The following table provides information about our purchases of equity securities during the quarter ended December 31, 2016:

| Period | Total Number of Shares Purchased | Average Price Paid per Share | Total Number of Shares Purchased as Part of Publicly Announced Plan or Program[(1)] | Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program[(1)] |
|---|---|---|---|---|
| October 1, 2016 to October 31, 2016 | — | $ — | — | $ 120,571,849 |
| November 1, 2016 to November 30, 2016 | — | — | — | 120,571,849 |
| December 1, 2016 to December 31, 2016 | — | — | — | 120,571,849 |
| Total | — | $ — | — | $ 120,571,849 |

(1) On August 21, 2014, the Company announced that its Board of Directors had approved the repurchase of up to $100 million in shares of its common stock. On October 28, 2015, the Company announced that its Board of Directors had approved an authorization to repurchase up to an additional $100 million in shares of its common stock.

For the year ended December 31, 2015, we repurchased $60.0 million of our common stock in the open market. We did not repurchase any of our common stock in the open market during the year ended December 31, 2016.

The number of shares to be purchased, if any, and the timing of purchases will be based on the Company's stock price, leverage ratios, cash balances, general business and market conditions, and other factors, including alternative investment opportunities and working capital needs. The Company may repurchase its shares, from time to time, through a variety of methods, including open-market purchases, privately negotiated transactions and block trades or pursuant to repurchase plans designed to comply with the Rule 10b5-1 of the Securities Exchange Act of 1934. Any stock repurchases will be subject to market conditions, SEC regulations and other considerations and may be commenced or suspended at any time or from time to time, without prior notice. Accordingly, there is no guarantee as to the number of shares that will be repurchased, if any, or the timing of such repurchases.

**Dividend Policy**

We have not paid any dividends on our common stock since becoming a public company. We intend to retain any 2017 earnings to reduce our indebtedness and repurchase our shares, absent value-creating acquisitions. Any determination as to the declaration of dividends is at our Board of Directors' sole discretion based on factors it deems relevant at that time.

## ITEM 6. *SELECTED FINANCIAL DATA*

### SELECTED HISTORICAL FINANCIAL DATA

The following table sets forth our selected consolidated financial data. The selected consolidated financial data as of and for the five fiscal years ended December 31 are derived from our consolidated financial statements. The data should be read in conjunction with the consolidated financial statements and related notes contained in Part II, Item 8. of this report.

| | Year Ended December 31, | | | | |
|---|---|---|---|---|---|
| *(in millions of dollars, except per share data)* | 2016[(1)] | 2015 | 2014 | 2013 | 2012 |
| **Income Statement Data:** | | | | | |
| Net sales | $ 1,557.1 | $ 1,510.4 | $ 1,689.2 | $ 1,765.1 | $ 1,758.5 |
| Operating income[(2)] | 167.3 | 163.5 | 173.6 | 145.8 | 139.3 |
| Interest expense | 49.3 | 44.5 | 49.5 | 59.0 | 91.3 |
| Interest income | (6.4) | (6.6) | (5.6) | (4.3) | (2.0) |
| Other expense, net[(3)] | 1.4 | 2.1 | 0.8 | 7.6 | 61.3 |
| Net income[(4)] | 95.5 | 85.9 | 91.6 | 77.1 | 115.4 |
| **Per common share:** | | | | | |
| Net income[(4)] | | | | | |
| Basic | $ 0.89 | $ 0.79 | $ 0.81 | $ 0.68 | $ 1.24 |
| Diluted | $ 0.87 | $ 0.78 | $ 0.79 | $ 0.67 | $ 1.22 |
| **Balance Sheet Data (at year end):** | | | | | |
| Total assets | $ 2,064.5 | $ 1,953.4 | $ 2,215.1 | $ 2,368.3 | $ 2,482.3 |
| Total debt, net | 696.2 | 720.5 | 789.3 | 906.3 | 1,046.7 |
| Total stockholders' equity | 708.7 | 581.2 | 681.0 | 702.3 | 639.2 |
| **Other Data:** | | | | | |
| Cash provided (used) by operating activities | $ 165.9 | $ 171.2 | $ 171.7 | $ 194.5 | $ (7.5) |
| Cash (used) by investing activities | (106.4) | (24.6) | (25.8) | (33.3) | (432.2) |
| Cash (used) provided by financing activities | (75.2) | (137.8) | (142.0) | (155.5) | 360.1 |

(1) The Company acquired Pelikan Artline on May 2, 2016; the results of Pelikan Artline are included in 2016 results only from that date forward.

(2) Operating income for the years 2016, 2015, 2014, 2013 and 2012 was impacted by restructuring charges (credits) of $5.4 million, $(0.4) million, $5.5 million, $30.1 million and $24.3 million, respectively. Such charges were largely severance related, and were principally associated with post-merger integration activities following the acquisition of the Mead Consumer & Office Products business ("MC&OP") in 2012.

(3) Other expense, net for the year 2016 was impacted by a $28.9 million gain arising from the PA Acquisition due to the revaluation of the Company's previously held equity interest to fair value, see "Note 3. Acquisition" to the consolidated financial statements contained in Part II, Item 8 of this report. Other expense, net for the years 2016, 2015, 2013 and 2012 was also impacted by incremental charges related to various refinancings of $29.9 million, $1.9 million, $9.4 million and $61.4 million, respectively. For further information on the refinancings completed in 2016 and 2015 see "Note 4. Long-term Debt and Short-term Borrowings" to the consolidated financial statements contained in Part II, Item 8. of this report.

(4) Due to the acquisition of MC&OP in 2012, we analyzed our need to maintain valuation allowances against our U.S. deferred taxes, which were established in 2009. Based on our analysis we determined in 2012 that there existed sufficient evidence in the form of future taxable income from the combined operations to release $126.1 million of the valuation allowance that had been previously recorded against the U.S. deferred income tax assets. In 2013 and 2012, we also released $11.6 million and $19.0 million, respectively, of valuation allowances in certain foreign jurisdictions.

## SUPPLEMENTAL NON-GAAP FINANCIAL MEASURES

To supplement our consolidated financial statements presented in accordance with generally accepted accounting principles in the U.S. ("GAAP"), we provide investors with certain non-GAAP financial measures. See below for an explanation of how we calculate and use these non-GAAP financial measures and for a reconciliation of these non-GAAP financial measures to the most comparable GAAP financial measures.

We believe these non-GAAP financial measures are appropriate to enhance an overall understanding of our past financial performance and also our prospects for the future, as well as to facilitate comparisons with our historical operating results. Adjustments to our GAAP results are made with the intent of providing both management and investors a more complete understanding of our underlying operational results and trends. For example, the non-GAAP results are an indication of our baseline performance before gains, losses or other charges that are considered by management to be outside our core operating results. In addition, these non-GAAP financial measures are among the primary indicators management uses as a basis for our planning and forecasting of future periods and senior management's incentive compensation is derived, in part, using certain of these non-GAAP financial measures.

There are limitations in using non-GAAP financial measures because the non-GAAP financial measures are not prepared in accordance with generally accepted accounting principles and may be different from non-GAAP financial measures used by other companies. The non-GAAP financial measures are limited in value because they exclude certain items that may have a material impact upon our reported financial results; such as unusual tax items, restructuring and integration charges, goodwill or other intangible asset impairment charges, foreign currency fluctuation, and other one-time or non-recurring items. The presentation of this additional information is not meant to be considered in isolation or as a substitute for the directly comparable financial measures prepared in accordance with GAAP. Investors should review the reconciliations of the non-GAAP financial measures to their most directly comparable GAAP financial measures as provided in the tables below as well as our consolidated financial statements and related notes included elsewhere in this report.

**Net Sales at Constant Currency**

We provide net sales at constant currency in order to facilitate comparisons of our historical sales results as well as highlight the underlying sales trends in our business. We calculate net sales at constant currency by translating the current period foreign operation net sales at prior year periodic currency rates.

The following table provides a reconciliation of GAAP net sales as reported to non-GAAP net sales at constant currency:

| | Year Ended December 31, 2016 | | | Year Ended December 31, 2015 | |
|---|---|---|---|---|---|
| *(in millions of dollars)* | **GAAP Reported Net Sales** | **Currency Translation** | **Non-GAAP Net Sales at Constant Currency** | **GAAP Reported Net Sales** | **% Change at Constant Currency** |
| ACCO Brands North America | $ 955.5 | $ 3.9 | $ 959.4 | $ 963.3 | (0.4)% |
| ACCO Brands International | 485.0 | 11.8 | 496.8 | 426.9 | 16.4 % |
| Computer Products Group | 116.6 | 1.2 | 117.8 | 120.2 | (2.0)% |
| Total | $ 1,557.1 | $ 16.9 | $ 1,574.0 | $ 1,510.4 | 4.2 % |

**Adjusted Operating Income**

We provide adjusted operating income in order to facilitate comparisons of our historical operating results by excluding one-time gains, losses and other charges, such as restructuring (credits) charges.

The following table provides a reconciliation of GAAP operating income as reported to non-GAAP adjusted operating income:

| | Year Ended December 31, 2016 | | |
|---|---|---|---|
| *(in millions of dollars)* | GAAP Reported Operating Income | Adjustments[1] | Non-GAAP Adjusted Operating Income |
| ACCO Brands North America | $ 150.6 | $ 1.2 | $ 151.8 |
| ACCO Brands International | 53.1 | 6.8 | 59.9 |
| Computer Products Group | 11.6 | — | 11.6 |
| Corporate | (48.0) | 10.6 | (37.4) |
| Total | $ 167.3 | $ 18.6 | $ 185.9 |

(1) Represents the adjustment of transaction and integration expenses associated with the PA Acquisition and the Esselte Acquisition, restructuring charges and the amortization of step-up in the value of finished goods inventory associated with the acquisition of Pelikan Artline.

**Free Cash Flow**

We provide free cash flow in order to show the cash available to pay down debt, buy back common shares and fund acquisitions. Free cash flow represents cash flow from operating activities less cash used for additions to property, plant and equipment and plus cash proceeds from the disposition of assets and other investing activity.

The following table sets forth a reconciliation of GAAP net cash provided by operating activities as reported to non-GAAP free cash flow:

| *(in millions of dollars)* | Year Ended December 31, 2016 |
|---|---|
| Net cash provided by operating activities | $ 165.9 |
| Net cash (used) provided by: | |
| Additions to property, plant and equipment | (18.5) |
| Proceeds from the disposition of assets | 0.7 |
| Other | 0.2 |
| Free cash flow (non-GAAP) | 148.3 |

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

## INTRODUCTION

Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the consolidated financial statements of ACCO Brands Corporation and the accompanying notes contained in Part II, Item 8. of this report. Unless otherwise noted, the following discussion pertains only to our continuing operations.

### Overview of the Company

ACCO Brands is one of the world's largest designers, marketers and manufacturers of branded business, academic and selected consumer products. Our widely recognized brands include Artline®, AT-A-GLANCE ®, Derwent®, Esselte®, Five Star®, GBC®, Hilroy®, Kensington®, Leitz®, Marbig®, Mead®, NOBO®, Quartet®, Rapid®, Rexel®, Swingline®, Tilibra®, Wilson Jones® and many others. More than 80% of our net sales come from brands that occupy the number one or number two positions in the select product categories in which we compete. We seek to develop new products that meet the needs of our consumer and commercial end-users. We compete through a balance of product innovation, category management, a low-cost operating model and an efficient supply chain. We sell our products to consumers and commercial end-users primarily through resellers, including wholesalers and retailers, on-line retailers, and traditional office supply resellers. Our products are sold primarily to markets located in the U.S., Northern Europe, Australia, Canada, Brazil and Mexico. For the year ended December 31, 2016, approximately 43% of our sales were outside the U.S., up from 40% in 2015.

The majority of our revenue is concentrated in geographies where demand for our product categories is in mature stages, but we see opportunities to grow sales through share gains, channel expansion and new products. Over the long-term we expect to derive growth in faster growing emerging geographies where demand in the product categories in which we compete is strong, such as in Latin America and parts of Asia, the Middle East and Eastern Europe. We plan to grow organically, supplemented by strategic acquisitions in both existing and adjacent categories. Historically, key drivers of demand for our products have included trends in white-collar employment levels, education enrollment levels, gross domestic product (GDP), growth in the number of small businesses and home offices, as well as consumer usage trends for our product categories.

We believe our leading product positions provide the scale to enable us to invest in product innovation and drive growth across our product categories. We currently manufacture approximately half of our products locally where we operate, and source approximately half of our products, primarily from China.

#### *Pelikan Artline Joint-Venture Acquisition*

On May 2, 2016, the Company completed the PA Acquisition. Prior to the PA Acquisition, the Company's investment in the Pelikan Artline joint-venture was accounted for under the equity method. The results of Pelikan Artline joint-venture are included in the Company's consolidated financial statements from the date of the PA Acquisition, May 2, 2016. Pelikan Artline's product categories include writing instruments, notebooks, binding and lamination, visual communication, cleaning and janitorial supplies, as well as general stationery. Its industry-leading brands include Artline ®, Quartet®, GBC®, Spirax® and Texta®, among others. The PA Acquisition was financed through a borrowing of A$100.0 million (US$76.6 million based on May 2, 2016 exchange rates) under our credit facilities. For further information on the financing see also "Note 4. Long-term Debt and Short-term Borrowings" to the consolidated financial statements contained in Item 8. of this report.

During 2016, we recognized a $28.9 million gain in connection with the PA Acquisition due to the revaluation of the Company's previously held equity interest in the Pelikan Artline joint-venture. This amount was reported in "Other expense, net." For further information on the PA Acquisition see also "Note 3. Acquisition" to the consolidated financial statements contained in Item 8. of this report.

### Reportable Segments

#### *ACCO Brands North America and ACCO Brands International*

ACCO Brands North America and ACCO Brands International design, market, source, manufacture and sell traditional office products, academic supplies and calendar products. ACCO Brands North America comprises the U.S. and Canada, and ACCO Brands International comprises the rest of the world, primarily Northern Europe, Australia, Brazil and Mexico.

Our business, academic and calendar product lines use name brands such as Artline®, AT-A-GLANCE®, Derwent®, Esselte®, Five Star®, GBC®, Hilroy®, Leitz®, Marbig®, Mead®, NOBO®, Quartet®, Rapid®, Rexel®, Swingline®, Tilibra®, Wilson Jones® and many others. Products and brands are not confined to one channel or product category and are sold based on end-user preference in each geographic location.

The majority of our office products, such as stapling, binding and laminating equipment and related consumable supplies, shredders and whiteboards, are used by businesses. Most of these end-users purchase their products from our customers, which include traditional office supply resellers, wholesalers and other retailers, including on-line retailers. We supply some of our products directly to large commercial and industrial end-users, and provide business machine maintenance and certain repair services. Additionally, we supply some similar private label products.

Our academic products include notebooks, folders, decorative calendars and stationery products. We distribute our academic products primarily through mass merchandisers and other retailers, such as grocery, drug and office superstores, as well as on-line retailers. We also distribute to small independent retailers in emerging markets and supply some private label academic products.

Our calendar products are sold through all the same channels where we sell business or academic products, as well as directly to consumers, both on-line and through direct mail.

Our customers are primarily large global and regional resellers of our products including traditional office supply resellers, wholesalers, on-line retailers and other retailers. Mass merchandisers and retail channels primarily sell to individual consumers but also to small businesses. We also sell to office supply retailers, commercial contract dealers, wholesalers, distributors and independent dealers who primarily serve commercial end-users. Over half of our product sales by our customers are to commercial end-users, who generally seek premium products that have added value or ease-of-use features and a reputation for reliability, performance and professional appearance. Some of our binding and laminating equipment products are sold directly to high-volume end-users and commercial reprographic centers. We also sell directly to consumers.

***Computer Products Group***

Our Computer Products Group designs, sources, distributes, markets and sells accessories for laptop and desktop computers and tablets. These accessories primarily include security products, input devices such as presenters, mice and trackballs, ergonomic aids such as foot and wrist rests, docking stations, and other PC and tablet accessories. We sell these products mostly under the Kensington®, Microsaver® and ClickSafe® brand names, with the majority of revenue coming from the U.S. and Northern Europe. Our computer products are manufactured by third-party suppliers, principally in Asia, and are distributed from our regional facilities. Our computer products are sold primarily to consumer electronics retailers, information technology value-added resellers, original equipment manufacturers, and office products retailers, as well as directly to consumers on-line.

**Overview of 2016 Company Performance**

In 2016, the Company effectively executed against its business strategy, including increasing penetration in growing channels, strategic acquisitions and effective management of its capital structure and deployment of operating cash flow.

Specifically, net sales increased 3% to $1.56 billion compared to $1.51 billion in the prior-year period. The PA Acquisition, which was completed on May 2, 2016, contributed 5% to sales. Foreign currency translation reduced sales by 1%. The underlying decline in sales was primarily due to declines at certain wholesalers and office superstores customers, partially offset by strong growth with mass channel and e-tail customers. Net income was $95.5 million, or $0.87 per share, compared to net income of $85.9 million, or $0.78 per share, in the prior-year period. The increase was primarily due to the lower effective tax rate for 2016.

During 2016, the company entered into two new financing arrangements. The first refinancing was in connection with the PA Acquisition. In addition, in December 2016, the Company refinanced its Senior Unsecured Notes at a lower interest rate, extending the maturity of the debt an additional 4 years to 2024.

In connection with the PA Acquisition and the Esselte Acquisition, announced in October 2016, the Company incurred $12.8 million of transaction and integration costs in 2016.

***Foreign Currency***

The strong U.S. dollar impacted our 2016 results from both a translation and transaction perspective. With respect to translation the strong U.S. dollar decreased our 2016 reported sales by $16.9 million, or 1%, but slightly benefited our operating income.

Foreign currency translation increased operating income by $1.6 million, or 1%, due to the seasonality of our Brazilian business, which earns most of its income in the fourth quarter when the Brazilian real strengthened.

With respect to the transaction impact, in response to the strengthening of the U.S. dollar during both the second half of 2015 and into 2016, we implemented price increases in 2016 in certain foreign markets in an effort to recover our lost gross margin. Due to competitive pressures and the timing of these price increases relative to changes in currency exchange rates, we were not able to increase our prices enough to fully offset the cumulative impact of the foreign exchange related inflation on our cost of products sold in these markets.

The annual average foreign exchange rates have moved as follows for our major currencies relative to the U.S. dollar:

| | **2016 Average Versus 2015 Average** | **2015 Average Versus 2014 Average** |
|---|---|---|
| **Currency** | **Increase/(Decline)** | **Increase/(Decline)** |
| Brazilian real | (6)% | (28)% |
| Euro | —% | (17)% |
| Canadian dollar | (4)% | (14)% |
| Australian dollar | (1)% | (17)% |
| Mexican peso | (15)% | (16)% |
| British pound | (11)% | (7)% |
| Japanese yen | 11% | (13)% |

Fluctuations in the currency exchange rates can also have a material impact on our Consolidated Balance Sheet. The strengthening of the U.S. dollar has reduced the value of our reported assets and liabilities by $16.8 million versus December 31, 2015. Therefore, our reported shareholders' equity has decreased by this amount.

We expect the adverse effects from the strong U.S. dollar to continue to impact us in 2017. See also "Part I, Item 1A. *Risk Factors - Risks associated with currency volatility could adversely affect our sales, profitability, cash flow and results of operations,*" "Item 6. *Selected Financial Data - Supplemental Non-GAAP Financial Measures*" and "Note 13. Derivative Financial Instruments" to the consolidated financial statements contained in Item 8. of this report.

***Senior Unsecured Notes***

On December 22, 2016, the Company completed a private offering of $400.0 million in aggregate principal amount of 5.25% senior unsecured notes due December 2024 (the "New Notes") which were issued under an indenture, dated December 22, 2016 (the "New Indenture"), among the Company, as issuer, the guarantors named therein (the "Guarantors") and Wells Fargo Bank, National Association, as trustee (the "Trustee").

In addition, effective December 22, 2016, the Company irrevocably deposited with the trustee of its 6.75% Senior Notes due 2020 (the "Existing Notes") an amount necessary to pay the aggregate redemption price for the Existing Notes, and satisfied and discharged all its obligations related to the Existing Notes indenture. The Company borrowed $73.9 million under its revolving credit facility and applied the funds, together with the net proceeds from the issuance of the New Notes and cash on hand, toward the payment of the redemption price for all of the Existing Notes. The aggregate redemption price of $531.5 million, consisted of principal due and payable on the Existing Notes, a "make-whole" call premium of $25.0 million (included in "Other expense, net"), and accrued and unpaid interest of $6.5 million (included in "Interest expense").

Also included in "Other expense, net" is a $4.9 million charge for the write-off of debt issuance costs associated with the Existing Notes. Additionally, we incurred and capitalized approximately $6.1 million in bank, legal and other fees associated with the issuance of the New Notes.

For further information on the refinancing of our Existing Notes and the issuance of the New Notes see "Note 4. Long-term Debt and Short-term Borrowings" to the consolidated financial statements contained in Item 8. of this report.

**Fiscal 2016 versus Fiscal 2015**

The following table presents the Company's results for the years ended December 31, 2016, and 2015.

| (in millions of dollars, except per share data) | Year Ended December 31, 2016[(1)] | Year Ended December 31, 2015 | Amount of Change $ | Amount of Change % |
|---|---|---|---|---|
| Net sales | $ 1,557.1 | $ 1,510.4 | $ 46.7 | 3 % |
| Cost of products sold | 1,042.0 | 1,032.0 | 10.0 | 1 % |
| Gross profit | 515.1 | 478.4 | 36.7 | 8 % |
| *Gross profit margin* | *33.1%* | *31.7%* | | 1.4 pts |
| Advertising, selling, general and administrative expenses | 320.8 | 295.7 | 25.1 | 8 % |
| Amortization of intangibles | 21.6 | 19.6 | 2.0 | 10 % |
| Restructuring charges (credits) | 5.4 | (0.4) | 5.8 | NM |
| Operating income | 167.3 | 163.5 | 3.8 | 2 % |
| *Operating income margin* | *10.7%* | *10.8%* | | (0.1) pts |
| Interest expense | 49.3 | 44.5 | 4.8 | 11 % |
| Interest income | (6.4) | (6.6) | 0.2 | (3)% |
| Equity in earnings of joint ventures | (2.1) | (7.9) | 5.8 | (73)% |
| Other expense, net | 1.4 | 2.1 | (0.7) | (33)% |
| Income tax expense | 29.6 | 45.5 | (15.9) | (35)% |
| *Effective tax rate* | *23.7%* | *34.6%* | | (10.9) pts |
| Net income | 95.5 | 85.9 | 9.6 | 11 % |
| Weighted average number of diluted shares outstanding: | 109.2 | 110.6 | (1.4) | (1)% |
| Diluted income per share | 0.87 | 0.78 | 0.09 | 12 % |

(1) The Company acquired Pelikan Artline on May 2, 2016, the results of which are included in 2016 results only from that date forward.

*Net Sales*

Net sales increased $46.7 million, or 3%, to $1,557.1 million from $1,510.4 million in the prior-year period. The PA Acquisition contributed sales of $78.5 million, or 5%. Foreign currency translation reduced sales by $16.9 million, or 1%. The underlying sales decrease was due to declines at certain wholesalers and office superstores customers, partially offset by strong growth at mass and e-tail customers.

*Cost of Products Sold*

Cost of products sold includes all manufacturing, product sourcing and distribution costs, including depreciation related to assets used in the manufacturing, procurement and distribution process, allocation of certain information technology costs supporting those processes, inbound and outbound freight, shipping and handling costs, purchasing costs associated with materials and packaging used in the production processes and inventory valuation adjustments. Cost of products sold increased $10.0 million, or 1%, to $1,042.0 million, from $1,032.0 million in the prior-year period. The PA Acquisition contributed $47.7 million to increased cost of products sold. Foreign currency translation reduced cost of products sold by $13.3 million, or 1%. The underlying decline was due to lower sales volume, cost savings and productivity improvements, partially offset by foreign-exchange-related inflationary increases in certain foreign markets' cost of products sold.

*Gross Profit*

Management believes that gross profit and gross profit margin provide enhanced shareholder appreciation of underlying profit drivers. Gross profit increased $36.7 million, or 8%, to $515.1 million, from $478.4 million in the prior-year period. The PA Acquisition increased gross profit by $30.8 million. Foreign currency translation reduced gross profit by $3.6 million, or 1%. The underlying increase was due to higher pricing, cost savings and productivity improvements, which were partially offset by foreign-exchange-related inflationary increases in certain foreign markets' costs of products sold.

Gross profit margin increased to 33.1% from 31.7%. The increase was primarily due to cost savings and productivity improvements, higher pricing and the positive impact of the PA Acquisition.

*Advertising, selling, general and administrative expenses*

Advertising, selling, general and administrative expenses ("SG&A") include advertising, marketing, selling (including commissions), research and development, customer service, depreciation related to assets outside the manufacturing and distribution processes and all other general and administrative expenses outside the manufacturing and distribution functions (e.g., finance, human resources, information technology and corporate expenses). SG&A increased $25.1 million, or 8%, to $320.8 million from $295.7 million in the prior-year period. The PA Acquisition increased SG&A by $16.6 million, including $3.6 million of costs related to the PA Acquisition. Foreign currency translation reduced SG&A by $4.8 million, or 2%. The underlying increase was driven by higher professional fees, including $9.2 million related to the recently announced Esselte Acquisition. Additionally, the prior year benefited from a one-time $2.3 million benefit from the recovery of an indirect tax in Brazil.

As a percentage of sales, SG&A increased to 20.6% from 19.6% in the prior-year period, for the reasons mentioned above.

*Restructuring Charges (Credits)*

The Company initiated cost reduction plans related to the consolidation and integration of Pelikan Artline with our already existing Australian and New Zealand businesses, and as a result incurred $4.2 million in charges, primarily related to severance. In addition, the Company initiated additional cost reduction plans and incurred $1.2 million in severance charges related to the consolidation of certain functions in the North America segment.

*Operating Income*

Operating income increased $3.8 million, or 2%, to $167.3 million, from $163.5 million in the prior-year period. Foreign currency translation increased operating income by $1.6 million, or 1%. The underlying increase was due to the PA Acquisition, partially offset by increased SG&A and restructuring charges.

*Interest Expense and Other Expense, Net*

Interest expense increased $4.8 million, or 11%, to $49.3 million from $44.5 million in the prior-year period. The increase was primarily due to additional debt incurred to finance the PA Acquisition and the early refinancing of our Existing Notes, in which the Company incurred $2.5 million of incremental interest expense. Also contributing to the increase was the accelerated amortization of debt issuance cost related to the prepayment of $70 million on our U.S. Dollar Senior Secured Term Loan A.

Other expense, net decreased by $0.7 million to $1.4 million from $2.1 million in the prior-year period. The current year included charges associated with the refinancing of our Existing Notes. The charges consisted of $25.0 million in a "make-whole" call premium and a $4.9 million charge for the write-off of debt issuance costs, which were offset by a $28.9 million gain arising from the PA Acquisition due to the revaluation of the Company's previously held equity interest to fair value and a $1.0 million gain on the settlement of an intercompany loan, previously deemed permanently invested. In the prior year we wrote-off $1.9 million of debt issuance costs related to the refinancing completed in 2015.

*Income Taxes*

Income tax expense was $29.6 million on income before taxes of $125.1 million, with an effective tax rate of 23.7%. For the prior-year period, income tax expense was $45.5 million on income before taxes of $131.4 million, with an effective tax rate of 34.6%. The lower effective tax rate in the current year period was primarily due to the following: 1) the $28.9 million gain from the PA Acquisition due to the revaluation of the previously held equity interest to fair value, which was not subject to tax, and 2) tax losses on foreign exchange on the repayment of intercompany loans, for which the pre-tax effect was recorded in equity.

*Net Income*

Net income increased $9.6 million, or 11%, to $95.5 million or $0.87 per diluted share, from $85.9 million, or $0.78 per diluted share in the prior-year period. The underlying increase was primarily due to the lower effective tax rate in the current year.

**Segment Discussion**

| | Year Ended December 31, 2016 | | | Amount of Change | | | | |
|---|---|---|---|---|---|---|---|---|
| (*in millions of dollars*) | Net Sales | Segment Operating Income (1) | Operating Income Margin | Net Sales $ | Net Sales % | Segment Operating Income $ | Segment Operating Income % | Margin Points |
| ACCO Brands North America | $ 955.5 | $ 150.6 | 15.8% | $ (7.8) | (1)% | $ 3.0 | 2% | 50 |
| ACCO Brands International | 485.0 | 53.1 | 10.9% | 58.1 | 14% | 12.3 | 30% | 130 |
| Computer Products Group | 116.6 | 11.6 | 9.9% | (3.6) | (3)% | 1.3 | 13% | 130 |
| Total | $ 1,557.1 | $ 215.3 | | $ 46.7 | | $ 16.6 | | |

| | Year Ended December 31, 2015 | | |
|---|---|---|---|
| (*in millions of dollars*) | Net Sales | Segment Operating Income (A) | Operating Income Margin |
| ACCO Brands North America | $ 963.3 | $ 147.6 | 15.3% |
| ACCO Brands International | 426.9 | 40.8 | 9.6% |
| Computer Products Group | 120.2 | 10.3 | 8.6% |
| Total | $ 1,510.4 | $ 198.7 | |

(1) Segment operating income excludes corporate costs; "Interest expense;" "Interest income;" "Equity in earnings of joint-venture" and "Other expense, net." See "Note 16. Information on Business Segments" to the consolidated financial statements contained in Item 8. of this report for a reconciliation of total "Segment operating income" to "Income before income tax."

***ACCO Brands North America***

ACCO Brands North America net sales decreased $7.8 million, or 1%, to $955.5 million from $963.3 million in the prior-year period. Foreign currency translation reduced sales by $3.9 million, or 0.4%. The underlying sales decrease was primarily due to declines at certain wholesalers and an office products superstore due to inventory destocking and consumers purchasing in different channels. This was partially offset by strong back-to-school sales, notably with mass-market customers and on-line retailers, due to increased product placements and broadened product offerings.

ACCO Brands North America operating income increased $3.0 million, or 2%, to $150.6 million from $147.6 million in the prior-year period, and operating income margin increased to 15.8% from 15.3%. Foreign currency translation reduced operating income by $0.3 million, or 0.2%. The underlying improvement was driven by cost savings and productivity improvements.

***ACCO Brands International***

ACCO Brands International net sales increased $58.1 million, or 14%, to $485.0 million from $426.9 million in the prior-year period. The PA Acquisition contributed sales of $78.5 million, or 18%. Foreign currency translation reduced sales by $11.8 million, or 3%. The underlying sales decrease was due to lower volume as a result of the ongoing channel destocking, most notably in Europe, as well as lost share with some customers and lower consumer demand. Partially offsetting the sales decline was price increases, which benefited sales by 8%. Price increases were implemented to recover gross margins following foreign-exchange-related cost of products sold increases, particularly in Mexico as well as to offset paper related inflation in Brazil.

ACCO Brands International operating income increased $12.3 million, or 30%, to $53.1 million from $40.8 million in the prior-year period, and operating income margin increased to 10.9% from 9.6%. The PA Acquisition contributed operating income of $6.9 million, net of $4.2 million of restructuring charges and $2.3 million of integration expenses. Foreign currency translation increased operating income by $1.7 million, or 4%, due to the recovery of the Brazilian real, which occurred in the seasonally stronger fourth quarter. The underlying increase was due to higher pricing and productivity improvements, partially offset by lower volumes. In addition, the prior year results included a one-time $2.3 million recovery of an indirect tax and $1.3 million of severance charges, both in Brazil.

***Computer Products Group***

Computer Products Group net sales decreased $3.6 million, or 3%, to $116.6 million from $120.2 million in the prior-year period. Foreign currency translation reduced sales by $1.2 million, or 1%. Increased sales of PC accessory products were offset by lower sales of tablet accessories.

Computer Products Group operating income increased $1.3 million, or 13%, to $11.6 million from $10.3 million in the prior-year period, and operating margin increased to 9.9% from 8.6%. Foreign currency translation increased operating income by $0.2 million, or 2%. Operating income and margin increased due to higher pricing in international markets and a favorable product mix driven by lower sales of tablet accessories. The prior-year period also included $0.3 million in restructuring charges.

**Fiscal 2015 versus Fiscal 2014**

The following table presents the Company's results for the years ended December 31, 2015 and 2014.

| *(in millions of dollars, except per share data)* | Year Ended December 31, 2015 | Year Ended December 31, 2014 | Amount of Change $ | Amount of Change % |
|---|---|---|---|---|
| Net sales | $ 1,510.4 | $ 1,689.2 | $ (178.8) | (11)% |
| Cost of products sold | 1,032.0 | 1,159.3 | (127.3) | (11)% |
| Gross profit | 478.4 | 529.9 | (51.5) | (10)% |
| *Gross profit margin* | *31.7%* | *31.4%* | | 0.3 pts |
| Advertising, selling, general and administrative expenses | 295.7 | 328.6 | (32.9) | (10)% |
| Amortization of intangibles | 19.6 | 22.2 | (2.6) | (12)% |
| Restructuring (credits) charges | (0.4) | 5.5 | (5.9) | NM |
| Operating income | 163.5 | 173.6 | (10.1) | (6)% |
| *Operating income margin* | *10.8%* | *10.3%* | | 0.5 pts |
| Interest expense | 44.5 | 49.5 | (5.0) | (10)% |
| Interest income | (6.6) | (5.6) | (1.0) | 18 % |
| Equity in earnings of joint ventures | (7.9) | (8.1) | 0.2 | (2)% |
| Other expense, net | 2.1 | 0.8 | 1.3 | 163 % |
| Income tax expense | 45.5 | 45.4 | 0.1 | — % |
| *Effective tax rate* | *34.6%* | *33.1%* | | 1.5 pts |
| Net income | 85.9 | 91.6 | (5.7) | (6)% |
| Weighted average number of diluted shares outstanding: | 110.6 | 116.3 | (5.7) | (5)% |
| Diluted income per share | 0.78 | 0.79 | (0.01) | (1)% |

*Net Sales*

Net sales decreased $178.8 million, or 11%, to $1,510.4 million from $1,689.2 million in the prior-year period. Foreign currency translation reduced sales by $123.9 million, or 7%. The underlying sales declined in all segments, but primarily in the International and North America segments. Within the International segment, sales volume declined in most of our markets, partially offset by price increases. Brazil accounted for $61.7 million of our total sales decline. Underlying sales decreased by $21.6 million due to the on-going deterioration of economic conditions, and currency translation reduced sales by $40.1 million. North America declined primarily due to lower sales to office superstores driven by the loss of product placement and continuing impact of distribution center and store closures.

*Cost of Products Sold*

Cost of products sold includes all manufacturing, product sourcing and distribution costs, including depreciation related to assets used in the manufacturing, procurement and distribution process, allocation of certain information technology costs supporting those processes, inbound and outbound freight, shipping and handling costs, purchasing costs associated with materials and packaging used in the production processes and inventory valuation adjustments. Cost of products sold decreased $127.3 million, or 11%, to $1,032.0 million, from $1,159.3 million in the prior-year period. Foreign currency translation reduced cost of products sold by $88.2 million, or 8%. The underlying decline was driven by lower sales volume, cost savings and productivity

improvements (primarily in the North America segment), partially offset by foreign-exchange-related increases in cost of products sold at our foreign business units that source their inventory in U.S. dollars.

*Gross Profit*

Management believes that gross profit and gross profit margin provide enhanced shareholder appreciation of underlying profit drivers. Gross profit decreased $51.5 million, or 10%, to $478.4 million, from $529.9 million in the prior-year period. Foreign currency translation reduced gross profit by $35.7 million, or 7%. The underlying decrease was primarily due to lower sales.

Gross profit margin increased to 31.7% from 31.4%. The increase was primarily due to cost savings and productivity improvements, which more than offset the adverse impact of unfavorable sales mix and deleveraging from lower volumes. Higher pricing primarily offset the increased cost of goods sourced as a result of the strong U.S. dollar.

*Advertising, selling, general and administrative expenses*

Advertising, selling, general and administrative expenses ("SG&A") include advertising, marketing, selling (including commissions), research and development, customer service, depreciation related to assets outside the manufacturing and distribution processes and all other general and administrative expenses outside the manufacturing and distribution functions (e.g., finance, human resources, information technology and corporate expenses). SG&A decreased $32.9 million, or 10%, to $295.7 million from $328.6 million in the prior-year period. Foreign currency translation reduced SG&A by $18.0 million, or 5%. The underlying decrease was driven by cost savings (primarily in marketing), lower professional fees and a one-time $2.3 million recovery of an indirect tax in Brazil.

As a percentage of sales, SG&A increased to 19.6% from 19.5% in the prior-year period primarily due to lower sales volume, partially offset by cost reductions.

*Restructuring (Credits) Charges*

There were no new restructuring initiatives commenced in 2015; restructuring credits in the current year reflect adjustments to the initiatives commenced in 2014. Restructuring charges decreased $5.9 million from the prior-year period.

*Operating Income*

Operating income decreased $10.1 million, or 6%, to $163.5 million, from $173.6 million in the prior-year period. Foreign currency translation reduced operating income by $17.2 million, or 10%. The underlying increase was primarily due to lower restructuring charges.

*Interest Expense and Other Expense, Net*

Interest expense decreased $5.0 million, or 10%, to $44.5 million from $49.5 million in the prior-year period. The decrease was primarily due to lower debt outstanding compared to the prior year.

Other expense, net increased by $1.3 million to $2.1 million from $0.8 million in the prior-year period. The increase was due to a $1.9 million write-off of debt issuance costs related to the second quarter of 2015 refinancing.

*Income Taxes*

Income tax expense was $45.5 million on income before taxes of $131.4 million, with an effective tax rate of 34.6%. For the prior-year period, income tax expense was $45.4 million on income before taxes of $137.0 million, with an effective tax rate of 33.1%. The effective tax rate for 2015 was higher than 2014 due to a greater percentage of U.S. income, which is taxed at a higher rate than income from most foreign jurisdictions.

*Net Income*

Net income decreased $5.7 million, or 6%, to $85.9 million, or $0.78 per diluted share, from $91.6 million, or $0.79per diluted share in the prior-year period. Foreign currency translation reduced net income by $16.4 million, or 18%. The underlying increase was primarily due to lower restructuring charges and lower interest expense.

**Segment Discussion**

| (in millions of dollars) | Year Ended December 31, 2015 Net Sales | Segment Operating Income (1) | Operating Income Margin | Amount of Change Net Sales $ | Net Sales % | Segment Operating Income $ | Segment Operating Income % | Margin Points |
|---|---|---|---|---|---|---|---|---|
| ACCO Brands North America | $ 963.3 | $ 147.6 | 15.3% | $ (42.7) | (4)% | $ 6.9 | 5 % | 130 |
| ACCO Brands International | 426.9 | 40.8 | 9.6% | (120.0) | (22)% | (22.1) | (35)% | (190) |
| Computer Products Group | 120.2 | 10.3 | 8.6% | (16.1) | (12)% | 2.1 | 26 % | 260 |
| Total | $ 1,510.4 | $ 198.7 | | $ (178.8) | | $ (13.1) | | |

| (in millions of dollars) | Year Ended December 31, 2014 Net Sales | Segment Operating Income (A) | Operating Income Margin |
|---|---|---|---|
| ACCO Brands North America | $ 1,006.0 | $ 140.7 | 14.0% |
| ACCO Brands International | 546.9 | 62.9 | 11.5% |
| Computer Products Group | 136.3 | 8.2 | 6.0% |
| Total | $ 1,689.2 | $ 211.8 | |

(1) Segment operating income excludes corporate costs; "Interest expense;" "Interest income;" "Equity in earnings of joint-venture" and "Other expense, net." See "Note 16. Information on Business Segments" to the consolidated financial statements contained in Item 8. of this report for a reconciliation of total "Segment operating income" to "Income before income tax."

***ACCO Brands North America***

ACCO Brands North America net sales decreased $42.7 million, or 4%, to $963.3 million from $1,006.0 million in the prior-year period. Foreign currency translation reduced sales by $18.3 million, or 2%. The underlying sales decline was primarily due to lower sales to Office Depot, where 2015 global sales declined $38 million, the vast majority of which impacted North America. The decline with Office Depot was largely related to its merger with OfficeMax, which has adversely impacted our sales primarily through lost placement and inventory reductions (including the effects of distribution center and store closures). We expect inventory reductions due to the merger to continue to adversely impact our sales in 2016, although to a lesser degree than in 2015. Partially offsetting the decline in the office superstore channel were increased sales in the e-commerce and mass-retailer channels.

ACCO Brands North America operating income increased $6.9 million, or 5%, to $147.6 million from $140.7 million in the prior-year period, and operating income margin increased to 15.3% from 14.0%. Foreign currency translation reduced operating income by $1.9 million, or 1%. The underlying improvement was due to a reduction in restructuring charges of $3.3 million as well as cost savings from prior-year restructuring initiatives, productivity improvements and lower pension expenses. The improvements were partially offset by lower sales volume.

***ACCO Brands International***

ACCO Brands International net sales decreased $120.0 million, or 22%, to $426.9 million from $546.9 million in the prior-year period. Foreign currency translation reduced sales by $94.3 million, or 17%, with all regions experiencing currency depreciation, but most notably Brazil, which accounted for $40.1 million of the reduction. The underlying sales decline was primarily driven by $21.6 million of lower sales volume in Brazil, which declined due to the adverse economic conditions. Sales in Europe also declined, primarily due to lost placement. These declines were partially offset by increased pricing of 7% as we sought to recover foreign-exchange-related increases in our cost of products sold.

ACCO Brands International operating income decreased $22.1 million, or 35%, to $40.8 million from $62.9 million in the prior-year period, and operating income margin decreased to 9.6% from 11.5%. Foreign currency translation reduced operating income by $12.4 million, or 20%. The underlying decline in operating income and margin was primarily due to Brazil where we have experienced both lower sales volume and an unfavorable product mix as customers traded down to lower-price-point items. The decline was partially offset by price increases and a one-time $2.3 million recovery of an indirect tax in Brazil.

***Computer Products Group***

Computer Products Group net sales decreased $16.1 million, or 12%, to $120.2 million from $136.3 million in the prior-year period. Foreign currency translation reduced sales by $11.3 million, or 8%. The underlying sales decline was due to a $10 million reduction in our sales of tablet accessories, primarily resulting from our strategic decision to shift focus away from certain commoditized low margin products in this category. Sales of our security and laptop and desktop accessory products that collectively account for approximately 90% of our sales were up 5% compared to the prior year.

Computer Products Group operating income increased $2.1 million, or 26%, to $10.3 million from $8.2 million in the prior-year period, and operating margin increased to 8.6% from 6.0%. Foreign currency translation reduced operating income by $2.9 million, or 35%. The underlying operating income and margin increased as the cost associated with moving our business away from commoditized low margin tablet accessories was significantly lower and improved operational execution on our security and laptop accessory products resulted in a favorable product mix.

**Liquidity and Capital Resources**

Our primary liquidity needs are to service indebtedness, fund capital expenditures and support working capital requirements. Our principal sources of liquidity are cash flows from operating activities, cash and cash equivalents held and seasonal borrowings under our revolving credit facilities in effect from time to time. As of December 31, 2016, there were $151.6 million borrowings under our $300.0 million revolving credit facility and the amount available for borrowings was $140.6 million (allowing for $7.8 million of letters of credit outstanding on that date).

See "Note 20. Subsequent Events" to the consolidated financial statements contained in Item 8. of this report for details on the Company's refinancing associated with the Esselte Acquisition completed on January 31, 2017.

We maintain adequate financing arrangements at market rates. Because of the seasonality of our business, we typically generate much of our cash flow in the first, third and fourth quarters, as accounts receivables are collected, and we use cash in the second quarter to fund working capital in order to support the North America back-to-school season. Our Brazilian business is highly seasonal due to the timing of the back-to-school season, which coincides with the calendar year-end in the fourth quarter. Due to various tax laws, it is costly to transfer short-term working capital in and out of Brazil; therefore, our normal practice is to hold seasonal cash requirements in Brazil, and invest in short-term Brazilian government securities. Consolidated cash and cash equivalents was $42.9 million as of December 31, 2016, approximately $14.0 million of which was held in Brazil. Our priorities for all other cash flow use over the near term, after funding internal growth, is debt reduction.

Our senior secured credit facilities had a weighted average interest rate of 2.85% as of December 31, 2016.

**Debt Amendments and Refinancing**

***Senior Unsecured Notes***

On December 22, 2016, the Company completed a private offering of $400.0 million in New Notes, which bear interest at 5.25%.

In addition, effective December 22, 2016, the Company irrevocably deposited with the trustee of its Existing Notes an amount necessary to pay the aggregate redemption price for the Existing Notes, and satisfied and discharged all its obligations related to the Existing Notes indenture. The Company borrowed $73.9 million under its revolving credit facility and applied the funds, together with the net proceeds from the issuance of the New Notes and cash on hand, toward the payment of the redemption price for all of the Existing Notes. The aggregate redemption price of $531.5 million consisted of principal due and payable on the Existing Notes, a "make-whole" call premium of $25.0 million (included in "Other expense, net"), and accrued and unpaid interest of $6.5 million (included in "Interest expense").

Also included in "Other expense, net" is a $4.9 million charge for the write-off of debt issuance costs associated with the Existing Notes. Additionally, we incurred and capitalized approximately $6.1 million in bank, legal and other fees associated with the issuance of the New Notes.

**Second Amended and Restated Credit Agreement**

During 2016, the Company's credit facilities were governed by a Second Amended and Restated Credit Agreement, dated April 28, 2015 (as subsequently amended, the "2015 Credit Agreement"), among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other agents and lenders party thereto. The 2015 Credit Agreement provided for a $600.0 million five-year senior secured credit facility, which consisted of a $300.0 million revolving credit facility (the "2015 Revolving Facility") and a $300.0 million term loan.

In connection with the PA Acquisition, effective May 1, 2016, the Company entered into a Second Amendment and Additional Borrower Consent, among the Company, certain guarantor subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other lenders party thereto, which amended the 2015 Credit Agreement. Among other things, the Second Amendment amended the 2015 Credit Agreement to include ACCO Brands Australia Holding Pty. Ltd. ("ACCO Australia") as a foreign borrower and, together with a related incremental joinder agreement, facilitated borrowings under the 2015 Credit Agreement by ACCO Australia.

On May 2, 2016, the Company completed the PA Acquisition. The purchase price, net of cash acquired was $88.8 million. The PA Acquisition was financed through borrowings under the 2015 Credit Agreement consisting of A$100.0 million (US$76.6 million based on May 2, 2016 exchange rates) in the form of an incremental Term A loan and additional borrowings of A$152.0 million (US$116.4 million based on May 2, 2016 exchange rates) under the Company's revolving credit facility.

***Loan Covenants***

Under the 2015 Credit Agreement, the Company was required to meet certain financial tests, including a maximum Consolidated Leverage Ratio (as defined in the 2015 Credit Agreement) as determined by reference to the following ratio:

| Period | Maximum Consolidated Leverage Ratio[(1)] |
|---|---|
| July 1, 2015 and thereafter | 3.75:1.00 |

(1) The Consolidated Leverage Ratio is computed by dividing the Company's net funded indebtedness by the cumulative four-quarter-trailing EBITDA, which excludes transaction costs, restructuring and other charges up to certain limits as well as other adjustments defined in the 2015 Credit Agreement.

The Credit Agreement also required the Company to maintain a Consolidated Fixed Charge Coverage Ratio (as defined in the 2015 Credit Agreement) as of the end of any fiscal quarter at or above 1.25 to 1.00.

As of December 31, 2016, our Consolidated Leverage Ratio was approximately 2.5 to 1 and our Fixed Charge Coverage Ratio (as defined in the 2015 Credit Agreement) was approximately 5.5 to 1. As of and for the period ended December 31, 2016, we were in compliance with all applicable loan covenants.

***Third Amended and Restated Credit Agreement***

Effective January 27, 2017, the Company entered into a Third Amended and Restated Credit Agreement (the "2017 Credit Agreement"), dated as of January 27, 2017, among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other agents and various lenders party thereto. The 2017 Credit Agreement amended and restated the Company's 2015 Credit Agreement.

The 2017 Credit Agreement provides a five-year senior secured credit facility, which consists of a €300 million (US$320.8 million) Euro denominated term loan facility (the "Euro Term Loan A"), an A$80 million (US$60.4 million) Australian Dollar denominated term loan facility (the "AUD Term Loan A"), and together with the Euro Term Loan A, the ("Term A Loan Facility"), and a US$400 million multi-currency revolving credit facility (the "2017 Revolving Facility"). At closing, additional borrowings under the 2017 Revolving Facility of US$91.3 million were applied toward, among other things, (i) the repayment of all outstanding U.S. Dollar denominated term loans under the 2015 Credit Agreement, (ii) the repayment of a portion of the Australian Dollar denominated term loans under the 2015 Credit Agreement, of which A$80 million (US$60.4 million) outstanding principal amount was continued under the AUD Term Loan A, and (iii) the payment of related financing fees and expenses. Immediately following the effective date of the 2017 Credit Agreement, approximately US$156.7 million was available for borrowing under the 2017 Revolving Facility.

***Maturity and amortization***

Borrowings under the 2017 Revolving Facility and the Term A Loan Facility mature on January 27, 2022. Amounts under the 2017 Revolving Facility are non-amortizing. Beginning June 30, 2017, the outstanding principal amounts under the Term A Loan Facility will be payable in quarterly installments in an amount representing, on an annual basis, 5.0% of the initial aggregate principal amount of such loan facility and increasing to 12.5% on an annual basis by June 30, 2020.

***Interest rates***

Amounts outstanding under the 2017 Credit Agreement will bear interest at a rate per annum equal to the Eurodollar Rate, the Australian BBSR Rate, the Canadian BA Rate or the Base Rate, as applicable and as each such rate is defined in the 2017 Credit Agreement, plus an "applicable rate." For the first fiscal quarter of 2017, the applicable rate will be 2.00% per annum for Eurodollar Rate Loans and Australian and Canadian denominated loans, and 1.00% per annum for Base Rate loans. Thereafter, the applicable rate applied to outstanding Eurodollar Rate loans, Australian and Canadian dollar denominated loans and Base Rate loans will be based on the Company's Consolidated Leverage Ratio (as defined in the 2017 Credit Agreement) as follows:

| Consolidated Leverage Ratio | Applicable Rate on Euro/AUD/CDN Dollar Loans | Applicable Rate on Base Rate Loans |
|---|---|---|
| > 4.00 to 1.00 | 2.50% | 1.50% |
| ≤ 4.00 to 1.00 and > 3.50 to 1.00 | 2.25% | 1.25% |
| ≤ 3.50 to 1.00 and > 3.00 to 1.00 | 2.00% | 1.00% |
| ≤ 3.00 to 1.00 and > 2.00 to 1.00 | 1.50% | 0.50% |
| ≤ 2.00 to 1.00 | 1.25% | 0.25% |

Undrawn amounts under the 2017 Revolving Facility are subject to a commitment fee rate of 0.25% to 0.40% per annum, depending on the Company's Consolidated Leverage Ratio. At closing, the commitment fee rate was 0.35%.

***Prepayments***

Subject to certain conditions and specific exceptions, the 2017 Credit Agreement requires the Company to prepay outstanding amounts under the 2017 Credit Agreement under various circumstances, including (a) if sales or dispositions of certain property or assets in any fiscal year results in the receipt of net cash proceeds of $12.0 million, then an amount equal to 100% of the net cash proceeds received in excess of such $12.0 million, and (b) with respect to the AUD Term Loan A, in an amount equal to 100% of the net cash proceeds received from the disposition of any real property located in Australia. The Company also would be required to make prepayments in the event it receives amounts related to certain property insurance or condemnation awards, from additional debt other than debt permitted under the 2017 Credit Agreement and from excess cash flow as determined under the 2017 Credit Agreement. The 2017 Credit Agreement also contains other customary prepayment obligations and provides for voluntary commitment reductions and prepayment of loans, subject to certain conditions and exceptions.

***Dividends and share repurchases***

Under the 2017 Credit Agreement, the Company may pay dividends and/or repurchase shares in an aggregate amount not to exceed the sum of: (i) the greater of $30 million and 1.00% of the Company's Consolidated Total Assets (as defined in the 2017 Credit Agreement); plus (ii) an additional amount not to exceed $75 million in any fiscal year (provided the Company's Consolidated Leverage Ratio after giving pro forma effect to the restricted payment would be greater than 2.50:1.00 and less than or equal to 3.75:1.00); plus (iii) an additional amount so long as the Consolidated Leverage Ratio after giving pro forma effect to the restricted payment would be less than or equal to 2.50:1.00; plus (iv) any Net Equity Proceeds (as defined in the 2017 Credit Agreement).

***Financial Covenants***

The Company's Consolidated Leverage Ratio as of the end of any fiscal quarter may not exceed 3.75:1.00; provided that following the consummation of certain material acquisitions, and as of the end of the fiscal quarter in which such material acquisition occurred and as of the end of the three fiscal quarters thereafter, the maximum Consolidated Leverage Ratio level above will increase by 0.50:1.00, provided that no more than one such increase can be in effect at any time.

The 2017 Credit Agreement also required the Company to maintain a Consolidated Fixed Charge Coverage Ratio (as defined in the 2017 Credit Agreement) as of the end of any fiscal quarter at or above 1.25 to 1.00.

***Other Covenants and Restrictions***

The 2017 Credit Agreement contains customary affirmative and negative covenants as well as events of default, including payment defaults, breach of representations and warranties, covenant defaults, cross-defaults, certain bankruptcy or insolvency events, certain ERISA-related events, changes in control or ownership and invalidity of any loan document. The 2017 Credit Agreement also establishes limitations on the aggregate amount of certain permitted acquisitions and investments that the Company and its subsidiaries may make during the term of the 2017 Credit Agreement.

***Guarantees and Security***

Generally, obligations under the 2017 Credit Agreement are guaranteed by certain of the Company's existing and future subsidiaries, and are secured by substantially all of the Company's and certain guarantor subsidiaries' assets, subject to certain exclusions and limitations.

***Incremental facilities***

The 2017 Credit Agreement permits the Company to seek increases in the size of the 2017 Revolving Facility and the Term A Facility prior to maturity by up to $500.0 million in the aggregate, subject to lender commitment and the conditions set forth in the 2017 Credit Agreement.

**Cash Flow**

**Fiscal 2016 versus Fiscal 2015**

*Cash Flow from Operating Activities*

For the year ended December 31, 2016, cash provided by operating activities was $165.9 million, compared to cash provided by the prior-year operating activities of $171.2 million. Net income for 2016 was $95.5 million, compared to $85.9 million in 2015.

The net operating cash inflow for the 2016 year of $165.9 million was generated by enhanced profitability across all operating segments, improved net working capital management (Accounts Receivable, Inventories, Accounts Payable) and incremental cash flow from the PA Acquisition. Cash outflows in 2016 included an accelerated interest payment of $6.5 million, in association with the early satisfaction and discharge of our $500 million principal amount of outstanding Senior Unsecured Notes due April 2020. Additionally, $11.6 million of cash payments were made related to transaction and integration costs associated with the Esselte Acquisition and the PA Acquisition. Accounts receivable contributed $13.4 million in 2016 due to improved management of year-end collections. Inventory provided cash of $16.7 million as a result of increased real-time inventory purchases earlier in the fourth quarter and improved forecasting, which also contributed to an increased use of cash for accounts payable, which was $19.3 million in 2016, compared to $2.6 million in the prior year. Partially offsetting the cash generated from operating profit and net working capital were significant cash payments related to the settlement of customer program liabilities, which were higher than the prior year due to changes in 2016 customer mix and increased settlements in early 2016 (related to higher year-end 2015 purchases by certain customers to achieve rebate levels). Outflows related to employee annual incentive payments made in the first quarter, underlying interest payments, income tax payments and restructuring cash payments were similar to those made during the prior year.

The table below shows our cash flow from accounts receivable, inventories and accounts payable for the years ended December 31, 2016 and 2015, respectively:

| *(in millions of dollars)* | 2016 | 2015 |
|---|---|---|
| Accounts receivable | $ 13.4 | $ (3.9) |
| Inventories | 16.7 | 9.8 |
| Accounts payable | (19.3) | (2.6) |
| Cash flow provided by net working capital | $ 10.8 | $ 3.3 |

*Cash Flow from Investing Activities*

Cash used by investing activities was $106.4 million and $24.6 million for the twelve months ended December 31, 2016 and 2015, respectively. The 2016 cash outflow reflects $88.8 million of purchase price net of cash acquired to finance the PA Acquisition. See " Note 3. Acquisition" to the condensed consolidated financial statements contained in Part II of this report for details on the PA Acquisition. Capital expenditures were $18.5 million and $27.6 million for the twelve months ended December 31, 2016 and 2015, respectively. The lower expenditure in the current-year reflects lower spend on information technology resulting from the implementation of a new enterprise resource planning ("ERP") system in our European operations in the first quarter of 2016.

*Cash Flow from Financing Activities*

Cash used by financing activities was $75.2 million for the twelve months ended December 31, 2016, compared to a use of $137.8 million for the same period of 2015. Cash used in 2016 reflected long-term borrowings of $587.4 million, consisting primarily of a private issuance of New Notes of $400.0 million and incremental Term A loan in the amount of A$100.0 million (US$74.4 million based on June 30, 2016 exchange rates), along with additional borrowings under the Company's existing revolving facility, to fund the PA Acquisition. Repayments of long-term debt of $685.1 million primarily reflects the early satisfaction and discharge of our $500 million principal amount of Existing Notes, repayments totaling $148.0 million on the U.S. Dollar Senior Secured Term Loan A and payment of $24.5 million of debt assumed with the PA Acquisition. In 2016, we also made a "make-whole" call premium payment of $25.0 million and paid $6.9 million in debt issuance fees in connection with the New Notes. Cash used in 2015 reflected net repayments of long-term debt of $70.1 million and $65.9 million to repurchase the Company's common stock and for payments related to tax withholding for share-based compensation.

**Fiscal 2015 versus Fiscal 2014**

*Cash Flow from Operating Activities*

For the year ended December 31, 2015, cash provided by operating activities was $171.2 million, compared to the cash provided by the prior-year period of $171.7 million. Net income for 2015 was $85.9 million, compared to $91.6 million in 2014.

The net cash inflow for the 2015 year of $171.2 million was primarily generated by operating profits, and was only slightly less than the prior year 2014 despite lower earnings in our international businesses. While severe economic conditions in Brazil put pressure on working capital efficiency, improved working capital management in the U.S. and Europe overcame this effect. The net cash inflow from working capital (accounts receivable, inventories and accounts payable) was $3.3 million. Of this, cash sourced from inventory of $9.8 million reflects improved supply chain management in the U.S. and Europe and reduced fourth quarter inventory purchases. Cash used by accounts payable of $2.6 million reflects the lower inventory purchases, partially offset by extended payment terms. Accounts receivable used $3.9 million, down $24.3 million from the prior year, due to timing of year-end collections and the adverse effect of foreign exchange. Cash settlements of customer rebate program liabilities, although significant, were lower than the prior year due to lower sales and the effects of foreign exchange. Other significant cash outflow reductions in 2015 helped offset the effects of lower earnings and reduced contribution from working capital, including: cash restructuring payments in 2015 which were $6.7 million and lower than the $16.9 million in the prior-year period (as we complete payments associated with restructuring actions taken in prior years), income tax payments of $16.9 million which were lower than the $28.9 million paid in 2014 due to certain one-off payments in the U.S., cash contributions to the Company's post-retirement plans that were $7.1 million in 2015, compared to $12.4 million in 2014 due to reduced U.S. funding requirements and interest payments that were reduced $4.1 million to $41.0 million in 2015 from $45.1 million in the prior year due to lower debt and the benefit of refinancing.

The table below shows our cash flow from accounts receivable, inventories and accounts payable for the years ended December 31, 2015 and 2014, respectively:

| *(in millions of dollars)* | 2015 | 2014 |
|---|---|---|
| Accounts receivable | $ (3.9) | $ 20.4 |
| Inventories | 9.8 | 11.6 |
| Accounts payable | (2.6) | (10.1) |
| Cash flow provided by net working capital | $ 3.3 | $ 21.9 |

*Cash Flow from Investing Activities*

Cash used by investing activities was $24.6 million and $25.8 million for the years ended December 31, 2015 and 2014, respectively. Gross capital expenditures were $27.6 million and $29.6 million for the years ended December 31, 2015 and 2014, respectively, and continue to be information technology focused. Proceeds from the sale of properties and other assets were $2.8 million in 2015 primarily due to the sale of properties in the Czech Republic and Brazil, and $3.8 million in 2014 largely due to the sale of our East Texas, Pennsylvania facility.

*Cash Flow from Financing Activities*

Cash used by financing activities for the year ended December 31, 2015 and 2014 was $137.8 million and $142.0 million, respectively. Cash used in 2015 reflected net repayments of long-term debt of $70.1 million and $65.9 million to repurchase the Company's common stock and for payments related to tax withholding for share-based compensation. In 2014, net repayments of long-term debt were $121.1 million and $21.9 million was used to repurchase our Company's common stock and for payments related to tax withholding for share-based compensation.

**Capitalization**

The Company had 107.9 million common shares outstanding as of December 31, 2016.

**Adequacy of Liquidity Sources**

Based on our 2017 business plan and current forecasts, we believe that cash flow from operations, our current cash balance and other sources of liquidity, including borrowings available under our 2017 Revolving Facility, will be adequate to support our requirements for working capital, capital expenditures and to service indebtedness for the foreseeable future. Our future operating performance is dependent on many factors, some of which are beyond our control, including prevailing economic, financial and industry conditions. For more information on these risks see "Part I, Item1A. *Risk Factors - Our significant indebtedness requires us to dedicate a substantial portion of our cash flow to debt payments and limits our ability to engage in certain activities*"

**Off-Balance-Sheet Arrangements and Contractual Financial Obligations**

The Company does not have any material off-balance-sheet arrangements that have, or are reasonably likely to have, a current or future effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

Our contractual obligations and related payments by period at December 31, 2016 were as follows:

| *(in millions of dollars)* | 2017 | 2018 - 2019 | 2020 - 2021 | Thereafter | Total |
|---|---|---|---|---|---|
| Debt | $ 5.1 | $ 14.4 | $ 284.0 | $ 400.0 | $ 703.5 |
| Interest on debt[1] | 29.9 | 59.3 | 44.6 | 62.1 | 195.9 |
| Operating lease obligations | 22.2 | 35.1 | 27.3 | 15.8 | 100.4 |
| Purchase obligations[2] | 84.8 | 0.7 | — | — | 85.5 |
| Other long-term liabilities[3] | 10.7 | 2.0 | 1.8 | 4.4 | 18.9 |
| Total | $ 152.7 | $ 111.5 | $ 357.7 | $ 482.3 | $ 1,104.2 |

(1) Interest calculated at December 31, 2016 rates for variable rate debt.
(2) Purchase obligations primarily consist of contracts and non-cancelable purchase orders for raw materials and finished goods.
(3) Other long-term liabilities consist of estimated expected employer contributions for 2017, along with estimated future payments, for pension and post-retirement plans that are not paid from assets held in a plan trust.

Due to the uncertainty with respect to the timing of future cash flows associated with our unrecognized tax benefits at December 31, 2016, we are unable to make reasonably reliable estimates of the period of cash settlement with the respective taxing authorities. Therefore, $43.7 million of unrecognized tax benefits have been excluded from the contractual obligations table above. See "Note 11. Income Taxes" to the consolidated financial statements contained in Item 8. of this report for a discussion on income taxes.

**Critical Accounting Policies**

Our financial statements are prepared in conformity with accounting principles generally accepted in the U.S. ("GAAP"). Preparation of our financial statements requires us to make judgments, estimates and assumptions that affect the amounts of actual assets, liabilities, revenues and expenses presented for each reporting period. Actual results could differ significantly from those estimates. We regularly review our assumptions and estimates, which are based on historical experience and, where appropriate, current business trends. We believe that the following discussion addresses our critical accounting policies, which require more significant, subjective and complex judgments to be made by our management.

*Revenue Recognition*

We recognize revenue from product sales when earned, net of applicable provisions for discounts, returns and allowances. We consider revenue to be realized or realizable and earned when all of the following criteria are met: title and risk of loss have passed to the customer, persuasive evidence of an arrangement exists, delivery has occurred, the price is fixed or determinable and collectability is reasonably assured. We also provide for our estimate of potential bad debt at the time of revenue recognition.

*Customer Program Costs*

Customer programs and incentives are a common practice in our industry. We incur customer program costs to obtain favorable product placement, to promote sell-through of products and to maintain competitive pricing. Customer program costs and incentives, including rebates, promotional funds and volume allowances, are accounted for as a reduction to gross sales. These costs are recorded at the time of sale based on management's best estimates. Estimates are based on individual customer contracts and projected sales to the customer in comparison to any thresholds indicated by contract. In the absence of a signed contract, estimates are based on historical or projected experience for each program type or customer. Management periodically reviews accruals for these rebates and allowances, and adjusts accruals when circumstances indicate (typically as a result of a change in sales volume expectations or customer contracts).

*Allowances for Doubtful Accounts and Sales Returns*

Trade receivables are recorded at the stated amount, less allowances for discounts, doubtful accounts and returns. The allowance for doubtful accounts represents estimated uncollectible receivables associated with potential customer defaults on contractual obligations, usually due to customers' potential insolvency. The allowance includes amounts for certain customers where a risk of default has been specifically identified. In addition, the allowance includes a provision for customer defaults on a general formula basis when it is determined the risk of some default is probable and estimable, but cannot yet be associated with specific customers. The assessment of the likelihood of customer defaults is based on various factors, including the length of time the receivables are past due, historical experience and existing economic conditions.

The allowance for sales returns represents estimated uncollectible receivables associated with the potential return of products previously sold to customers, and is recorded at the time that the sales are recognized. The allowance includes a general provision for product returns based on historical trends. In addition, the allowance includes a reserve for currently authorized customer returns that are considered to be abnormal in comparison to the historical basis.

*Inventories*

Inventories are priced at the lower of cost (principally first-in, first-out with minor amounts at average) or market. A reserve is established to adjust the cost of inventory to its net realizable value. Inventory reserves are recorded for obsolete or slow-moving inventory based on assumptions about future demand and marketability of products, the impact of new product introductions and specific identification of items, such as product discontinuance or engineering/material changes. These estimates could vary significantly, either favorably or unfavorably, from actual requirements if future economic conditions, customer inventory levels or competitive conditions differ from our expectations.

*Long-Lived Assets*

We test long-lived assets for impairment whenever events or changes in circumstances indicate that the assets' carrying amount may not be recoverable from its undiscounted cash flow. When such events occur, we compare the sum of the undiscounted cash flow expected to result from the use and eventual disposition of the asset or asset group to the carrying amount of a long-lived asset or asset group. The cash flows are based on our best estimate at the time of future cash flow, derived from the most recent business projections. If this comparison indicates that there is an impairment, the amount of the impairment is typically calculated using discounted expected future cash flow. The discount rate applied to these cash flows is based on our weighted average cost of capital, computed by selecting market rates at the valuation dates for debt and equity that are reflective of the risks associated with an investment in our industry as estimated by using comparable publicly traded companies.

*Intangible Assets*

Intangible assets are comprised primarily of indefinite-lived and amortizable intangible assets acquired and arising from the application of purchase accounting. Indefinite-lived intangible assets are not amortized, but are evaluated at least annually to determine whether the indefinite useful life is appropriate. In addition, amortizable intangible assets other than goodwill are amortized over their useful lives. Certain of our trade names have been assigned an indefinite life as we currently anticipate that these trade names will contribute cash flows to ACCO Brands indefinitely.

We review indefinite-lived intangibles for impairment at least annually, normally in the second quarter, and whenever market or business events indicate there may be a potential adverse impact on a particular intangible. The review may be on a qualitative or quantitative basis as allowed by GAAP. We consider the implications of both external factors (e.g., market growth, pricing, competition, and technology) and internal factors (e.g., product costs, margins, support expenses, and capital investment) and their potential impact on cash flows for each business in both the near and long term, as well as their impact on any identifiable intangible asset associated with the business. Based on recent business results, consideration of significant external and internal factors, and the resulting business projections, indefinite-lived intangible assets are reviewed to determine whether they are likely to remain indefinite-lived, or whether a finite life is more appropriate. In addition, based on events in the period and future expectations, management considers whether the potential for impairment exists. Finite lived intangibles are amortized over 10, 15, 23 or 30 years.

We performed our annual assessment, on a qualitative basis, as allowed by GAAP, for the majority of indefinite-lived trade names in the second quarter of 2016 and concluded that no impairment existed. For two of our indefinite-lived trade names that are not substantially above their carrying values, Mead® and Hilroy®, we performed quantitative tests (Step 1) in the second quarter of 2016. The following long-term growth rates and discount rates were used, 1.5% and 10.0% for Mead®, and 1.5% and 10.5% for Hilroy®, respectively. We concluded that neither Mead® nor Hilroy® were impaired.

In the fourth quarter of 2015, we performed a quantitative test, as we identified the recession in Brazil as a triggering event related to our trade name, Tilibra® primarily used in Brazil. While we concluded that no impairment existed, the trade name's fair value has been significantly reduced. Key financial assumptions utilized to determine the fair value of Tilibra® included a long-term growth rate of 6.5% and a 14.5% discount rate. In 2016, the Tilibra® trade name slightly outperformed the forecast used in the fourth quarter of 2015 quantitative test; however, the economic conditions in Brazil could deteriorate further triggering additional future reviews.

The fair values of Mead®, Tilibra® and Hilroy® trade names are less than 30% above their carrying values. As of December 31, 2016 the carrying values of those trade names were as follows: Mead® ($113.3 million), Tilibra® ($63.0 million) and Hilroy® ($11.8 million).

*Goodwill*

Goodwill has been recorded on our balance sheet and represents the excess of the cost of an acquisition when compared to the fair value of the net assets acquired. The authoritative guidance on goodwill and other intangible assets requires that goodwill be tested for impairment at a reporting unit level. We have determined that our reporting units are the ACCO Brands North America, ACCO Brands International and Computer Products Group segments.

We test goodwill for impairment at least annually and whenever events or circumstances make it more likely than not that an impairment may have occurred. As permitted by GAAP, we may perform a qualitative assessment to determine if it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test included in GAAP. Entities are not required to calculate the fair value of a reporting unit unless they determine that it is more likely than not that the fair value is less than the carrying amount. We performed our annual assessment in the second quarter of 2016, on a qualitative basis, and concluded that it was not more likely than not that the fair value of any reporting unit is less than its carrying amount.

If the qualitative assessment determines that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, or if it is determined that a qualitative assessment is not appropriate, we move onto the two-step goodwill impairment test where we calculate the fair value of the reporting units. When applying a fair-value-based test the fair value of a reporting unit is compared to its carrying value. If the fair value of a reporting unit exceeds the carrying value of the net assets assigned to a reporting unit, goodwill is considered not impaired and no further testing is required. If the carrying value of the net assets assigned to a reporting unit exceeds the fair value of a reporting unit, the second step of the impairment test is performed in order to determine the implied fair value of a reporting unit's goodwill. Determining the implied fair value of goodwill requires

valuation of a reporting unit's tangible and intangible assets and liabilities in a manner similar to the allocation of purchase price in a business combination. If the carrying value of a reporting unit's goodwill exceeds its implied fair value, goodwill is deemed impaired and is written down to the extent of the difference.

Given the current economic environment and the uncertainties regarding their impact on our business, there can be no assurance that our estimates and assumptions made for purposes of our qualitative impairment testing during 2016 will prove to be accurate predictions of the future. If our assumptions regarding forecasted revenue or margin growth rates of certain reporting units are not achieved, we may be required to record impairment charges in future periods, whether in connection with our next annual impairment testing in the second quarter of fiscal year 2017 or prior to that, if a triggering event is identified outside of the quarter when the annual impairment test is performed. It is not possible at this time to determine if any such future impairment charge would result or, if it does, whether such charge would be material.

*Employee Benefit Plans*

We provide a range of benefits to our employees and retired employees, including pension, post-retirement, post-employment and health care benefits. We record annual amounts relating to these plans based on calculations specified by GAAP, which include various actuarial assumptions, including discount rates, assumed rates of return, compensation increases, turnover rates and health care cost trend rates. Actuarial assumptions are reviewed on an annual basis and modifications to these assumptions are made based on current rates and trends when it is deemed appropriate. As required by GAAP, the effect of our modifications are generally recorded and amortized over future periods. We believe that the assumptions utilized in recording our obligations under the plans are reasonable based on our experience. The actuarial assumptions used to record our plan obligations could differ materially from actual results due to changing economic and market conditions, higher or lower withdrawal rates or other factors which may impact the amount of retirement-related benefit expense recorded by us in future periods.

The discount rate assumptions used to determine the pension and post-retirement obligations of the benefit plans are based on a spot-rate yield curve that matches projected future benefit payments with the appropriate interest rate applicable to the timing of the projected future benefit payments. The assumed discount rates reflect market rates for high-quality corporate bonds currently available. Our discount rates were determined by considering the average of pension yield curves constructed of a large population of high quality corporate bonds. The resulting discount rates reflect the matching of plan liability cash flows to the yield curves.

The expected long-term rate of return on plan assets reflects management's expectations of long-term average rates of return on funds invested based on our investment profile to provide for benefits included in the projected benefit obligations. The expected return is based on the outlook for inflation, fixed income returns and equity returns, while also considering historical returns over the last 10 years, and asset allocation and investment strategy.

We estimate the service and interest components of net periodic benefit cost (income) for pension and post-retirement benefits utilizing a full yield curve approach in the estimation of these components by applying the specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows.

At the end of each calendar year an actuarial evaluation is performed to determine the funded status of our pension and post-retirement obligations and any actuarial gain or loss is recognized in other comprehensive income (loss) and then amortized into the income statement in future periods.

Pension income was $5.3 million, $5.1 million and $0.2 million for the years ended December 31, 2016, 2015 and 2014, respectively. The $4.9 million increase in pension income in 2015 compared to 2014 was primarily due to the change in the amortization of our net actuarial loss included in accumulated other comprehensive income (loss) for the U.S. Salaried Plan from the average remaining service period of active employees expected to receive benefits under the plan to the average remaining life expectancy of all participants (this change was the result of the Company's decision to permanently freeze the benefits under the plan) and lower interest costs due to lower average interest rates and the weakening of currencies relative to the U.S. dollar. Post-retirement income was $0.7 million, $0.7 million and $0.5 million for the years ended December 31, 2016, 2015 and 2014, respectively.

The weighted average assumptions used to determine benefit obligations for the years ended December 31, 2016, 2015, and 2014 were as follows:

| | Pension | | | | | | Post-retirement | | |
|---|---|---|---|---|---|---|---|---|---|
| | U.S. | | | International | | | | | |
| | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 |
| Discount rate | 4.3% | 4.6% | 4.2% | 2.7% | 3.7% | 3.4% | 3.4% | 3.9% | 3.7% |
| Rate of compensation increase | N/A | N/A | N/A | 3.1% | 3.0% | 3.3% | N/A | N/A | N/A |

The weighted average assumptions used to determine net periodic benefit cost for the years ended December 31, 2016, 2015 and 2014 were as follows:

| | Pension | | | | | | Post-retirement | | |
|---|---|---|---|---|---|---|---|---|---|
| | U.S. | | | International | | | | | |
| | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 |
| Discount rate | 4.6% | 4.2% | 5.0% | 3.7% | 3.4% | 4.3% | 3.9% | 3.7% | 4.4% |
| Expected long-term rate of return | 7.8% | 8.0% | 8.2% | 6.0% | 6.5% | 6.8% | N/A | N/A | N/A |
| Rate of compensation increase | N/A | N/A | N/A | 3.0% | 3.0% | 3.3% | N/A | N/A | N/A |

In 2017, we expect pension income of approximately $6.5 million and post-retirement income of approximately $0.2 million. The estimated $1.2 million increase in pension income for 2017 compared to 2016 is primarily due to lower discount rates, which have reduced interest costs and have been partially offset by a reduction in the expected return on plan assets, primarily due to lowered expectations for our international pension plans.

A 25-basis point change (0.25%) in our discount rate assumption would lead to an increase or decrease in our pension and post-retirement expense of approximately $0.03 million for 2017. A 25-basis point change (0.25%) in our long-term rate of return assumption would lead to an increase or decrease in pension and post-retirement expense of approximately $1.2 million for 2017.

Pension and post-retirement liabilities of $98.0 million as of December 31, 2016, increased from $89.1 million at December 31, 2015, primarily due to lower discount rates compared to prior year assumptions for the U.K. plan.

*Income Taxes*

Deferred tax liabilities or assets are established for temporary differences between financial and tax reporting bases and are subsequently adjusted to reflect changes in tax rates expected to be in effect when the temporary differences reverse. A valuation allowance is recorded to reduce deferred tax assets to an amount that is more likely than not to be realized. Facts and circumstances may change and cause us to revise the conclusions on our ability to realize certain net operating losses and other deferred tax attributes.

The amount of income taxes that we pay is subject to ongoing audits by federal, state and foreign tax authorities. Our estimate of the potential outcome of any uncertain tax position is subject to management's assessment of relevant risks, facts and circumstances existing at that time. We believe that we have adequately provided for reasonably foreseeable outcomes related to these matters. However, our future results may include favorable or unfavorable adjustments to our estimated tax liabilities in the period the assessments are revised or resolved.

Deferred income taxes are not provided on certain undistributed earnings of foreign subsidiaries that are expected to be permanently reinvested in those companies, aggregating approximately $555 million and $540 million as of December 31, 2016 and 2015, respectively. If these amounts were distributed to the U.S., in the form of a dividend or otherwise, we would be subject to additional U.S. income taxes. Determination of the amount of unrecognized deferred income tax liabilities on these earnings is not practicable.

*Recent Accounting Standards Updates and Recently Adopted Accounting Standards*

For information on recent accounting pronouncements see "Note 2. Significant Accounting Policies" to the consolidated financial statements contained in Item 8. of this report.

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

Our industry is concentrated in a small number of major customers, primarily large global and regional resellers of our products including traditional office supply resellers, wholesalers, on-line retailers and other retailers, such as mass merchandisers. Customer consolidation, shifts in the channels of distribution for our products and share growth of private-label products continue to increase pricing pressures, which may adversely affect margins for our competitors and us. We are addressing these challenges through design innovations, value-added features and services, as well as continued cost and asset reductions.

We are exposed to various market risks, including changes in foreign currency exchange rates and interest rate changes. We enter into financial instruments to manage and reduce the impact of these risks, not for trading or speculative purposes. The counterparties to these financial instruments are major financial institutions. See also "Item 1A. *Risk Factors.*"

### *Foreign Exchange Risk Management*

We enter into forward foreign currency contracts to reduce the effect of fluctuating foreign currencies, primarily on foreign denominated inventory purchases and intercompany loans. The majority of the Company's exposure to local currency movements is in Europe (both the Euro and the British pound), Australia, Canada, Brazil, Mexico and Japan. Principal currencies hedged include the U.S. dollar, Euro, Australian dollar, Canadian dollar, British pound and Japanese yen. All of the existing foreign exchange contracts as of December 31, 2016 have maturity dates in 2017. Increases and decreases in the fair market values of the forward agreements are expected to be offset by gains/losses in recognized net underlying foreign currency transactions or loans. Notional amounts of outstanding foreign currency forward exchange contracts were $128.6 million and $101.5 million at December 31, 2016 and 2015, respectively. The net fair value of these foreign currency contracts was $4.1 million and $2.2 million at December 31, 2016 and 2015, respectively. At December 31, 2016, a 10% unfavorable exchange rate movement in our portfolio of foreign currency forward contracts would have reduced our unrealized gains by $11.6 million. Consistent with the use of these contracts to neutralize the effect of exchange rate fluctuations, such unrealized losses or gains would be offset by corresponding gains or losses, respectively, in the remeasurement of the underlying transactions being hedged. When taken together, we believe these forward contracts and the offsetting underlying commitments do not create material market risk.

For more information related to outstanding foreign currency forward exchange contracts see "Note 13. Derivative Financial Instruments" and "Note 14. Fair Value of Financial Instruments" to the consolidated financial statements contained in Item 8. of this report.

For our most recent acquisitions (the PA Acquisition and the Esselte Acquisition) we have taken on additional debt in the local currency of the targets to reduce our foreign exchange leverage risk. In the case of the PA Acquisition, which primarily conducts its business in the Australian dollar, we took on A$100.0 million in debt. For the Esselte Acquisition, completed on January 31, 2017, which primarily conducts its business in the Euro, we took on €300.0 million in debt. For more information see "Note 3. Acquisition", "Note 4. Long-term Debt and Short-term Borrowings," and "Note 20. Subsequent Events" to the consolidated financial statements contained in Item 8. of this report.

***Interest Rate Risk Management***

Amounts outstanding under the 2015 Credit Agreement bore interest (i) in the case of Eurodollar loans, at a rate per annum equal to the Eurodollar rate (which is based on an average British Bankers Association Interest Settlement Rate) plus the applicable rate; (ii) in the case of loans made at the Base Rate (which means the highest of (a) the Bank of America, N.A. prime rate then in effect, (b) the Federal Funds effective rate then in effect plus ½ of 1.00% and (c) the Eurodollar rate that would be payable on such day for a Eurodollar loan with a one-month interest period plus 1.00%), at a rate per annum equal to the Base Rate plus the applicable rate; and (iii) in the case of swing line loans, at a rate per annum equal to the Base Rate plus the applicable rate. Separate base interest rate and applicable rate provisions applied for any Canadian or Australian currency denominated loans.

The applicable rate applied to outstanding Eurodollar loans and Base Rate loans was based on the Company's Consolidated Leverage Ratio (as defined in the 2015 Credit Agreement) as follows:

| Consolidated Leverage Ratio | Eurodollar Credit Spread | Base Rate Credit Spread |
|---|---|---|
| > 4.00 to 1.00 | 2.50% | 1.50% |
| ≤ 4.00 to 1.00 and > 3.50 to 1.00 | 2.25% | 1.25% |
| ≤ 3.50 to 1.00 and > 3.00 to 1.00 | 2.00% | 1.00% |
| ≤ 3.00 to 1.00 and > 2.00 to 1.00 | 1.50% | 0.50% |
| ≤ 2.00 to 1.00 | 1.25% | 0.25% |

Amounts outstanding under the 2017 Credit Agreement will bear interest at a rate per annum equal to the Eurodollar Rate, the Australian BBSR Rate, the Canadian BA Rate or the Base Rate, as applicable and as each such rate is defined in the 2017 Credit Agreement, plus an "applicable rate." For the first fiscal quarter of 2017, the applicable rate will be 2.00% per annum for Eurodollar Rate Loans and Australian and Canadian denominated loans, and 1.00% per annum for Base Rate loans. Thereafter, the applicable rate applied to outstanding Eurodollar Rate loans, Australian and Canadian dollar denominated loans and Base Rate loans will be based on the Company's Consolidated Leverage Ratio (as defined in the 2017 Credit Agreement) as follows:

| Consolidated Leverage Ratio | Applicable Rate on Euro/AUD/CDN Dollar Loans | Applicable Rate on Base Rate Loans |
|---|---|---|
| > 4.00 to 1.00 | 2.50% | 1.50% |
| ≤ 4.00 to 1.00 and > 3.50 to 1.00 | 2.25% | 1.25% |
| ≤ 3.50 to 1.00 and > 3.00 to 1.00 | 2.00% | 1.00% |
| ≤ 3.00 to 1.00 and > 2.00 to 1.00 | 1.50% | 0.50% |
| ≤ 2.00 to 1.00 | 1.25% | 0.25% |

The New Notes have a fixed interest rate and, accordingly, are not exposed to market risk resulting from changes in interest rates. However, the fair market value of our long-term fixed interest rate debt is subject to interest rate risk. Generally, the fair market value of fixed interest rate debt will increase as interest rates fall and decrease as interest rates rise. In addition, fair market values will also reflect the credit markets' view of credit risk spreads and our risk profile. These interest rate changes may affect the fair market value of our fixed interest rate debt and any repurchases of these New Notes, but do not impact our earnings or cash flows.

The following table summarizes information about our major debt components as of December 31, 2016, including the principal cash payments and interest rates.

***Debt Obligations***

| | Stated Maturity Date | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ***(in millions of dollars)*** | **2017** | **2018** | **2019** | **2020** | **2021** | **Thereafter** | **Total** | **Fair Value** |
| Long term debt: | | | | | | | | |
| Fixed rate Senior Unsecured Notes, due December 2024 | $ — | $ — | $ — | $ — | $ — | $ 400.0 | $ 400.0 | $ 405.0 |
| Fixed interest rate | | | | | | 5.25% | | |
| Variable rate U.S. Dollar Senior Secured Term Loan A, due April 2020(1) | $ — | $ — | $ — | $ 81.0 | $ — | $ — | $ 81.0 | $ 81.0 |
| Variable rate Australian Dollar Senior Secured Term Loan A, due April 2020 | $ 4.5 | $ 6.3 | $ 8.1 | $ 51.4 | $ — | $ — | $ 70.3 | $ 70.3 |
| Variable rate U.S. Dollar Senior Secured Revolving Credit Facility, due April 2020 | $ — | $ — | $ — | $ 63.7 | $ — | $ — | $ 63.7 | $ 63.7 |
| Variable rate Australian Dollar Senior Secured Revolving Credit Facility, due April 2020 | $ — | $ — | $ — | $ 87.9 | $ — | $ — | $ 87.9 | $ 87.9 |
| Average variable interest rate(2) | 2.85% | 2.85% | 2.85% | 2.85% | | | | |

(1) The required 2017, 2018 and 2019 principal cash payments were made in 2016.
(2) Rates presented are as of December 31, 2016.

**ITEM 8.** ***FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA***

## INDEX TO CONSOLIDATED FINANCIAL STATEMENTS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## Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of ACCO Brands Corporation:

We have audited the accompanying consolidated balance sheets of ACCO Brands Corporation and subsidiaries as of December 31, 2016 and 2015, and the related consolidated statements of income, comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2016. In connection with our audits of the consolidated financial statements, we also audited financial statement schedule, Schedule II - Valuation and Qualifying Accounts and Reserves. We also have audited ACCO Brands Corporation's internal control over financial reporting as of December 31, 2016, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). ACCO Brands Corporation's management is responsible for these consolidated financial statements and the financial statement schedule, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedule and an opinion on the company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the consolidated financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of ACCO Brands Corporation and subsidiaries as of December 31, 2016 and 2015, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2016, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein. Also in our opinion, ACCO Brands Corporation maintained, in all material respects, effective internal control over financial reporting as of December 31, 2016, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

ACCO Brands Corporation acquired Australia Stationary Industries, Inc. (PA Acquisition) during 2016, and management excluded from its assessment of the effectiveness of ACCO Brands Corporation's internal control over financial reporting as of December 31, 2016, PA Acquisition's internal control over financial reporting associated with total assets of $70.4 million and total net sales of $78.5 million included in the consolidated financial statements of ACCO Brands Corporation and subsidiaries as of and for the year ended December 31, 2016. Our audit of internal control over financial reporting of ACCO Brands Corporation also excluded an evaluation of the internal control over financial reporting of PA Acquisition.

/s/ KPMG LLP

Chicago, Illinois
February 27, 2017

**ACCO Brands Corporation and Subsidiaries**

**Consolidated Balance Sheets**

| *(in millions of dollars, except share data)* | December 31, 2016 | December 31, 2015 |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 42.9 | $ 55.4 |
| Accounts receivable less allowances for discounts, doubtful accounts and sales returns of $15.7 and $18.7, respectively | 391.0 | 369.3 |
| Inventories | 210.0 | 203.6 |
| Other current assets | 26.8 | 25.3 |
| Total current assets | 670.7 | 653.6 |
| Total property, plant and equipment | 528.0 | 526.1 |
| Less: accumulated depreciation | (329.6) | (317.0) |
| Property, plant and equipment, net | 198.4 | 209.1 |
| Deferred income taxes | 27.3 | 25.1 |
| Goodwill | 587.1 | 496.9 |
| Identifiable intangibles, net of accumulated amortization of $167.1 and $169.3, respectively | 565.7 | 520.9 |
| Other non-current assets | 15.3 | 47.8 |
| Total assets | $ 2,064.5 | $ 1,953.4 |
| **Liabilities and Stockholders' Equity** | | |
| Current liabilities: | | |
| Notes payable | $ 63.7 | $ — |
| Current portion of long-term debt | 4.8 | — |
| Accounts payable | 135.1 | 147.6 |
| Accrued compensation | 42.8 | 34.0 |
| Accrued customer program liabilities | 94.0 | 108.7 |
| Accrued interest | 1.3 | 6.3 |
| Other current liabilities | 64.7 | 58.7 |
| Total current liabilities | 406.4 | 355.3 |
| Long-term debt, net of debt issuance costs of $7.3 and $8.5, respectively | 627.7 | 720.5 |
| Deferred income taxes | 146.7 | 142.3 |
| Pension and post-retirement benefit obligations | 98.0 | 89.1 |
| Other non-current liabilities | 77.0 | 65.0 |
| Total liabilities | 1,355.8 | 1,372.2 |
| Stockholders' equity: | | |
| Preferred stock, $0.01 par value, 25,000,000 shares authorized; none issued and outstanding | — | — |
| Common stock, $0.01 par value, 200,000,000 shares authorized; 110,086,283 and 107,129,051 shares issued and 107,906,644 and 105,640,003 outstanding, respectively | 1.1 | 1.1 |
| Treasury stock, 2,179,639 and 1,489,048 shares, respectively | (17.0) | (11.8) |
| Paid-in capital | 2,015.7 | 1,988.3 |
| Accumulated other comprehensive loss | (419.4) | (429.2) |
| Accumulated deficit | (871.7) | (967.2) |
| Total stockholders' equity | 708.7 | 581.2 |
| Total liabilities and stockholders' equity | $ 2,064.5 | $ 1,953.4 |

See notes to consolidated financial statements.

**ACCO Brands Corporation and Subsidiaries**

**Consolidated Statements of Income**

| *(in millions of dollars, except per share data)* | Year Ended December 31, 2016 | 2015 | 2014 |
|---|---|---|---|
| Net sales | $ 1,557.1 | $ 1,510.4 | $ 1,689.2 |
| Cost of products sold | 1,042.0 | 1,032.0 | 1,159.3 |
| Gross profit | 515.1 | 478.4 | 529.9 |
| Operating costs and expenses: | | | |
| Advertising, selling, general and administrative expenses | 320.8 | 295.7 | 328.6 |
| Amortization of intangibles | 21.6 | 19.6 | 22.2 |
| Restructuring charges (credits) | 5.4 | (0.4) | 5.5 |
| Total operating costs and expenses | 347.8 | 314.9 | 356.3 |
| Operating income | 167.3 | 163.5 | 173.6 |
| Non-operating expense (income): | | | |
| Interest expense | 49.3 | 44.5 | 49.5 |
| Interest income | (6.4) | (6.6) | (5.6) |
| Equity in earnings of joint-venture | (2.1) | (7.9) | (8.1) |
| Other expense, net | 1.4 | 2.1 | 0.8 |
| Income before income tax | 125.1 | 131.4 | 137.0 |
| Income tax expense | 29.6 | 45.5 | 45.4 |
| Net income | $ 95.5 | $ 85.9 | $ 91.6 |
| | | | |
| Per share: | | | |
| Basic income per share | $ 0.89 | $ 0.79 | $ 0.81 |
| Diluted income per share | $ 0.87 | $ 0.78 | $ 0.79 |
| | | | |
| Weighted average number of shares outstanding: | | | |
| Basic | 107.0 | 108.8 | 113.7 |
| Diluted | 109.2 | 110.6 | 116.3 |

See notes to consolidated financial statements.

**ACCO Brands Corporation and Subsidiaries**

**Consolidated Statements of Comprehensive Income (Loss)**

| *(in millions of dollars)* | Year Ended December 31, 2016 | 2015 | 2014 |
|---|---|---|---|
| Net income | $ 95.5 | $ 85.9 | $ 91.6 |
| Other comprehensive income (loss), net of tax: | | | |
| Unrealized gain (loss) on derivative instruments, net of tax (expense) benefit of $(0.7), $0.8, and $(1.0), respectively | 1.7 | (1.9) | 2.4 |
| Foreign currency translation adjustments | 16.8 | (136.7) | (76.4) |
| Recognition of deferred pension and other post-retirement items, net of tax benefit of $0.6, $0.1, and $15.9, respectively | (8.7) | 2.0 | (33.0) |
| Other comprehensive income (loss), net of tax | 9.8 | (136.6) | (107.0) |
| Comprehensive income (loss) | $ 105.3 | $ (50.7) | $ (15.4) |

See notes to consolidated financial statements.

**ACCO Brands Corporation and Subsidiaries**

**Consolidated Statements of Cash Flows**

| *(in millions of dollars)* | Year Ended December 31, 2016 | 2015 | 2014 |
|---|---|---|---|
| **Operating activities** | | | |
| Net income | $ 95.5 | $ 85.9 | $ 91.6 |
| Gain on revaluation of previously held joint-venture equity interest | (28.9) | — | — |
| Amortization of inventory step-up | 0.4 | — | — |
| (Loss) gain on disposal of assets | (0.3) | 0.1 | 0.8 |
| Deferred income tax expense | 6.0 | 27.4 | 20.6 |
| Depreciation | 30.4 | 32.4 | 35.3 |
| Amortization of debt issuance costs | 3.8 | 3.5 | 4.6 |
| Amortization of intangibles | 21.6 | 19.6 | 22.2 |
| Stock-based compensation | 19.4 | 16.0 | 15.7 |
| Loss on debt extinguishment | 29.9 | 1.9 | — |
| Other non-cash charges | 0.1 | — | 0.7 |
| Equity in earnings of joint-venture, net of dividends received | (1.6) | (3.8) | (2.4) |
| Changes in balance sheet items: | | | |
| Accounts receivable | 13.4 | (3.9) | 20.4 |
| Inventories | 16.7 | 9.8 | 11.6 |
| Other assets | 5.5 | 1.2 | (6.1) |
| Accounts payable | (19.3) | (2.6) | (10.1) |
| Accrued expenses and other liabilities | (31.2) | (19.2) | (28.9) |
| Accrued income taxes | 4.5 | 2.9 | (4.3) |
| Net cash provided by operating activities | 165.9 | 171.2 | 171.7 |
| **Investing activities** | | | |
| Additions to property, plant and equipment | (18.5) | (27.6) | (29.6) |
| Proceeds from the disposition of assets | 0.7 | 2.8 | 3.8 |
| Cost of acquisitions, net of cash acquired | (88.8) | — | — |
| Other | 0.2 | 0.2 | — |
| Net cash used by investing activities | (106.4) | (24.6) | (25.8) |
| **Financing activities** | | | |
| Proceeds from long-term borrowings | 587.4 | 300.0 | — |
| Repayments of long-term debt | (685.1) | (370.1) | (121.1) |
| Borrowings (repayments) of notes payable, net | 51.5 | (0.8) | 1.0 |
| Payment for debt premium | (25.0) | — | — |
| Payments for debt issuance costs | (6.9) | (1.7) | (0.3) |
| Repurchases of common stock | — | (60.0) | (19.4) |
| Payments related to tax withholding for share-based compensation | (5.1) | (5.9) | (2.5) |
| Excess tax benefit from stock-based compensation | 1.2 | — | — |
| Proceeds from the exercise of stock options | 6.8 | 0.7 | 0.3 |
| Net cash used by financing activities | (75.2) | (137.8) | (142.0) |
| Effect of foreign exchange rate changes on cash and cash equivalents | 3.2 | (6.6) | (4.2) |
| Net (decrease) increase in cash and cash equivalents | (12.5) | 2.2 | (0.3) |
| **Cash and cash equivalents** | | | |
| Beginning of the period | 55.4 | 53.2 | 53.5 |
| End of the period | $ 42.9 | $ 55.4 | $ 53.2 |
| **Cash paid during the year for:** | | | |
| Interest | $ 50.1 | $ 41.0 | $ 45.1 |
| Income taxes | $ 16.9 | $ 16.9 | $ 28.9 |

See notes to consolidated financial statements.

**ACCO Brands Corporation and Subsidiaries**

**Consolidated Statements of Stockholders' Equity**

| *(in millions of dollars)* | Common Stock | Paid-in Capital | Accumulated Other Comprehensive Income (Loss) | Treasury Stock | Accumulated Deficit | Total |
|---|---|---|---|---|---|---|
| **Balance at December 31, 2013** | $ 1.1 | $ 2,035.0 | $ (185.6) | $ (3.5) | $ (1,144.7) | $ 702.3 |
| Net income | — | — | — | — | 91.6 | 91.6 |
| Income on derivative financial instruments, net of tax | — | — | 2.4 | — | — | 2.4 |
| Translation impact | — | — | (76.4) | — | — | (76.4) |
| Pension and post-retirement adjustment, net of tax | — | — | (33.0) | — | — | (33.0) |
| Common stock repurchases | — | (19.4) | — | — | — | (19.4) |
| Stock-based compensation | — | 15.7 | — | — | — | 15.7 |
| Common stock issued, net of shares withheld for employee taxes | — | 0.3 | — | (2.5) | — | (2.2) |
| Other | — | (0.1) | — | 0.1 | — | — |
| **Balance at December 31, 2014** | 1.1 | 2,031.5 | (292.6) | (5.9) | (1,053.1) | 681.0 |
| Net income | — | — | — | — | 85.9 | 85.9 |
| Loss on derivative financial instruments, net of tax | — | — | (1.9) | — | — | (1.9) |
| Translation impact | — | — | (136.7) | — | — | (136.7) |
| Pension and post-retirement adjustment, net of tax | — | — | 2.0 | — | — | 2.0 |
| Common stock repurchases | (0.1) | (59.9) | — | — | — | (60.0) |
| Stock-based compensation | — | 16.0 | — | — | — | 16.0 |
| Common stock issued, net of shares withheld for employee taxes | — | 0.7 | — | (5.9) | — | (5.2) |
| Other | 0.1 | — | — | — | — | 0.1 |
| **Balance at December 31, 2015** | 1.1 | 1,988.3 | (429.2) | (11.8) | (967.2) | 581.2 |
| Net income | — | — | — | — | 95.5 | 95.5 |
| Income on derivative financial instruments, net of tax | — | — | 1.7 | — | — | 1.7 |
| Translation impact | — | — | 16.8 | — | — | 16.8 |
| Pension and post-retirement adjustment, net of tax | — | — | (8.7) | — | — | (8.7) |
| Stock-based compensation | — | 19.4 | — | — | — | 19.4 |
| Common stock issued, net of shares withheld for employee taxes | — | 6.8 | — | (5.2) | — | 1.6 |
| Excess tax benefit on stock-based compensation | — | 1.2 | — | — | — | 1.2 |
| **Balance at December 31, 2016** | $ 1.1 | $ 2,015.7 | $ (419.4) | $ (17.0) | $ (871.7) | $ 708.7 |

**Shares of Capital Stock**

| | Common Stock | Treasury Stock | Net Shares |
|---|---|---|---|
| **Shares at December 31, 2013** | 114,056,416 | 392,560 | 113,663,856 |
| Common stock issued, net of shares withheld for employee taxes | 1,369,740 | 366,664 | 1,003,076 |
| Common stock repurchases | (2,755,642) | — | (2,755,642) |
| **Shares at December 31, 2014** | 112,670,514 | 759,224 | 111,911,290 |
| Common stock issued, net of shares withheld for employee taxes | 2,149,165 | 729,824 | 1,419,341 |
| Common stock repurchases | (7,690,628) | — | (7,690,628) |
| **Shares at December 31, 2015** | 107,129,051 | 1,489,048 | 105,640,003 |
| Common stock issued, net of shares withheld for employee taxes | 2,957,232 | 690,591 | 2,266,641 |
| **Shares at December 31, 2016** | 110,086,283 | 2,179,639 | 107,906,644 |

See notes to consolidated financial statements.

## 1. Basis of Presentation

As used in this Annual Report on Form 10-K for the fiscal year ended December 31, 2016, the terms "ACCO Brands," "ACCO," the "Company," "we," "us," and "our" refer to ACCO Brands Corporation, a Delaware corporation incorporated in 2005, and its consolidated domestic and international subsidiaries.

The management of ACCO Brands Corporation is responsible for the accuracy and internal consistency of the preparation of the consolidated financial statements and notes contained in this Annual Report on Form 10-K.

The consolidated financial statements include the accounts of ACCO Brands Corporation and its domestic and international subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation. Our investments in companies that are between 20% and 50% owned are accounted for using the equity method of accounting. ACCO Brands had an equity investment in the following joint-venture: Pelikan Artline Pty Ltd - 50% ownership until May 2, 2016, at which time the company owned 100%. Our share of earnings from equity investments is included on the line entitled "Equity in earnings of joint-venture" in the Consolidated Statements of Income.

On May 2, 2016, the Company completed the acquisition of Australia Stationery Industries, Inc. (the "PA Acquisition"), which indirectly owned the 50% of the Pelikan Artline joint-venture and the issued capital stock of Pelikan Artline Pty Limited (collectively, the "Pelikan Artline") that was not already owned by the Company. Prior to the PA Acquisition, the Pelikan Artline joint-venture was accounted for under the equity method. Accordingly, the results of the Pelikan Artline joint-venture are included in the Company's condensed consolidated financial statements and will be reported in the ACCO Brands International segment from the date of the PA Acquisition, May 2, 2016. See " Note 3. Acquisition" for details on the PA Acquisition and see " Note 17. Joint-Venture Investment" for details on the joint-venture.

The preparation of financial statements in conformity with generally accepted accounting principles in the U.S. ("GAAP") requires management to make certain estimates and assumptions that affect the reported assets and liabilities at the date of the financial statements and the reported revenues and expenses during the reporting periods. Actual results could differ from those estimates.

## 2. Significant Accounting Policies

*Nature of Business*

ACCO Brands is primarily involved in the manufacturing, marketing and distribution of office products, school products and accessories for laptop and desktop computers and tablets. We sell primarily to large resellers, and our subsidiaries operate principally in the United States, Northern Europe, Australia, Canada, Brazil and Mexico.

The majority of our office products, such as stapling, binding and laminating equipment and related consumable supplies, shredders and whiteboards, are used by businesses. Most of these end-users purchase their products from our customers, which include traditional office supply resellers, wholesalers and other retailers, including on-line retailers. We supply some of our products directly to large commercial and industrial end-users, and provide business machine maintenance and certain repair services. Additionally, we supply some similar private label products.

Our academic products include notebooks, folders, decorative calendars and stationery products. We distribute our academic products primarily through mass merchandisers and other retailers, such as grocery, drug and office superstores, as well as on-line retailers. We also distribute to small independent retailers in emerging markets and supply some private label academic products.

Our calendar products are sold through all the same channels where we sell business or academic products, as well as directly to consumers, both on-line and through direct mail.

Our Computer Products Group designs, sources, distributes, markets and sells accessories for laptop and desktop computers and tablets. These accessories primarily include security products, input devices such as presenters, mice and trackballs, ergonomic aids such as foot and wrist rests, docking stations, and other PC and tablet accessories.

*Use of Estimates*

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

*Cash and Cash Equivalents*

Highly liquid investments with an original maturity of three months or less are included in cash and cash equivalents.

*Allowances for Doubtful Accounts, Discounts and Returns*

Trade receivables are recorded at the stated amount, less allowances for discounts, doubtful accounts and returns. The allowance for doubtful accounts represents estimated uncollectible receivables associated with potential customer defaults on contractual obligations, usually due to customers' potential insolvency. The allowance includes amounts for certain customers where a risk of default has been specifically identified. In addition, the allowance includes a provision for customer defaults on a general formula basis when it is determined the risk of some default is probable and estimable, but cannot yet be associated with specific customers. The assessment of the likelihood of customer defaults is based on various factors, including the length of time the receivables are past due, historical experience and existing economic conditions.

The allowance for sales returns represents estimated uncollectible receivables associated with the potential return of products previously sold to customers, and is recorded at the time that the sales are recognized. The allowance includes a general provision for product returns based on historical trends. In addition, the allowance includes a reserve for currently authorized customer returns that are considered to be abnormal in comparison to the historical basis.

*Inventories*

Inventories are priced at the lower of cost (principally first-in, first-out with minor amounts at average) or market. A reserve is established to adjust the cost of inventory to its net realizable value. Inventory reserves are recorded for obsolete or slow-moving inventory based on assumptions about future demand and marketability of products, the impact of new product introductions and specific identification of items, such as product discontinuance or engineering/material changes. These estimates could vary significantly, either favorably or unfavorably, from actual requirements if future economic conditions, customer inventory levels or competitive conditions differ from our expectations.

*Property, Plant and Equipment*

Property, plant and equipment are carried at cost. Depreciation is provided, principally on a straight-line basis, over the estimated useful lives of the assets. Gains or losses resulting from dispositions are included in operating income. Betterments and renewals, which improve and extend the life of an asset are capitalized; maintenance and repair costs are expensed. Purchased computer software is capitalized and amortized over the software's useful life. The following table shows estimated useful lives of property, plant and equipment:

| Property, plant and equipment | Useful Life |
|---|---|
| Buildings | 40 to 50 years |
| Leasehold improvements | Lesser of lease term or the life of the asset |
| Machinery, equipment and furniture | 3 to 10 years |
| Computer software | 5 to 10 years |

We capitalize interest for major capital projects. Capitalized interest is added to the cost of the underlying assets and is depreciated over the useful lives of those assets. We capitalized interest of $0.1 million, $1.3 million and $0.9 million for the years ended December 31, 2016, 2015 and 2014, respectively.

*Long-Lived Assets*

We test long-lived assets for impairment whenever events or changes in circumstances indicate that the assets' carrying amount may not be recoverable from its undiscounted cash flow. When such events occur, we compare the sum of the undiscounted cash flow expected to result from the use and eventual disposition of the asset or asset group to the carrying amount of a long-lived asset or asset group. The cash flows are based on our best estimate at the time of future cash flow, derived from the most recent business projections. If this comparison indicates that there is an impairment, the amount of the impairment is typically calculated using discounted expected future cash flow. The discount rate applied to these cash flows is based on our weighted average cost of capital, computed by selecting market rates at the valuation dates for debt and equity that are reflective of the risks associated with an investment in our industry as estimated by using comparable publicly traded companies.

*Intangible Assets*

Intangible assets are comprised primarily of indefinite-lived and amortizable intangible assets acquired and arising from the application of purchase accounting. Indefinite-lived intangible assets are not amortized, but are evaluated at least annually to determine whether the indefinite useful life is appropriate. In addition, amortizable intangible assets other than goodwill are amortized over their useful lives. Certain of our trade names have been assigned an indefinite life as we currently anticipate that these trade names will contribute cash flows to ACCO Brands indefinitely.

We review indefinite-lived intangibles for impairment at least annually, normally in the second quarter, and whenever market or business events indicate there may be a potential adverse impact on a particular intangible. The review may be on a qualitative or quantitative basis as allowed by GAAP. We consider the implications of both external factors (e.g., market growth, pricing, competition, and technology) and internal factors (e.g., product costs, margins, support expenses, and capital investment) and their potential impact on cash flows for each business in both the near and long term, as well as their impact on any identifiable intangible asset associated with the business. Based on recent business results, consideration of significant external and internal factors, and the resulting business projections, indefinite-lived intangible assets are reviewed to determine whether they are likely to remain indefinite-lived, or whether a finite life is more appropriate. In addition, based on events in the period and future expectations, management considers whether the potential for impairment exists. Finite lived intangibles are amortized over 10, 15, 23 or 30 years.

We performed our annual assessment, on a qualitative basis, as allowed by GAAP, for the majority of indefinite-lived trade names in the second quarter of 2016 and concluded that no impairment existed. For two of our indefinite-lived trade names that are not substantially above their carrying values, Mead® and Hilroy®, we performed quantitative tests (Step 1) in the second quarter of 2016. The following long-term growth rates and discount rates were used, 1.5% and 10.0% for Mead®, and 1.5% and 10.5% for Hilroy®, respectively. We concluded that neither Mead® nor Hilroy® were impaired.

In the fourth quarter of 2015, we performed a quantitative test, as we identified the recession in Brazil as a triggering event related to our trade name, Tilibra® primarily used in Brazil. While we concluded that no impairment existed, the trade name's fair value has been significantly reduced. Key financial assumptions utilized to determine the fair value of Tilibra® included a long-term growth rate of 6.5% and a 14.5% discount rate. In 2016, the Tilibra® trade name slightly outperformed the forecast used in the fourth quarter of 2015 quantitative test; however, the economic conditions in Brazil could deteriorate further triggering additional future reviews.

The fair values of Mead®, Tilibra® and Hilroy® trade names are less than 30% above their carrying values. As of December 31, 2016 the carrying values of those trade names were as follows: Mead® ($113.3 million), Tilibra® ($63.0 million) and Hilroy® ($11.8 million).

*Goodwill*

Goodwill has been recorded on our balance sheet and represents the excess of the cost of an acquisition when compared to the fair value of the net assets acquired. The authoritative guidance on goodwill and other intangible assets requires that goodwill be tested for impairment at a reporting unit level. We have determined that our reporting units are the ACCO Brands North America, ACCO Brands International and Computer Products Group segments.

We test goodwill for impairment at least annually and whenever events or circumstances make it more likely than not that an impairment may have occurred. As permitted by GAAP, we may perform a qualitative assessment to determine if it is more

likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test included in GAAP. Entities are not required to calculate the fair value of a reporting unit unless they determine that it is more likely than not that the fair value is less than the carrying amount. We performed our annual assessment in the second quarter of 2016, on a qualitative basis, and concluded that it was not more likely than not that the fair value of any reporting unit is less than its carrying amount.

If the qualitative assessment determines that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, or if it is determined that a qualitative assessment is not appropriate, we move onto the two-step goodwill impairment test where we calculate the fair value of the reporting units. When applying a fair-value-based test the fair value of a reporting unit is compared to its carrying value. If the fair value of a reporting unit exceeds the carrying value of the net assets assigned to a reporting unit, goodwill is considered not impaired and no further testing is required. If the carrying value of the net assets assigned to a reporting unit exceeds the fair value of a reporting unit, the second step of the impairment test is performed in order to determine the implied fair value of a reporting unit's goodwill. Determining the implied fair value of goodwill requires valuation of a reporting unit's tangible and intangible assets and liabilities in a manner similar to the allocation of purchase price in a business combination. If the carrying value of a reporting unit's goodwill exceeds its implied fair value, goodwill is deemed impaired and is written down to the extent of the difference.

*Employee Benefit Plans*

We provide a range of benefits to our employees and retired employees, including pension, post-retirement, post-employment and health care benefits. We record annual amounts relating to these plans based on calculations specified by GAAP, which include various actuarial assumptions, including discount rates, assumed rates of return, compensation increases, turnover rates and health care cost trend rates. Actuarial assumptions are reviewed on an annual basis and modifications to these assumptions are made based on current rates and trends when it is deemed appropriate. As required by GAAP, the effect of our modifications are generally recorded and amortized over future periods.

*Income Taxes*

Deferred tax liabilities or assets are established for temporary differences between financial and tax reporting bases and are subsequently adjusted to reflect changes in tax rates expected to be in effect when the temporary differences reverse. A valuation allowance is recorded to reduce deferred tax assets to an amount that is more likely than not to be realized. Facts and circumstances may change and cause us to revise the conclusions on our ability to realize certain net operating losses and other deferred tax attributes.

The amount of income taxes that we pay is subject to ongoing audits by federal, state and foreign tax authorities. Our estimate of the potential outcome of any uncertain tax position is subject to management's assessment of relevant risks, facts and circumstances existing at that time. We believe that we have adequately provided for reasonably foreseeable outcomes related to these matters. However, our future results may include favorable or unfavorable adjustments to our estimated tax liabilities in the period the assessments are revised or resolved.

*Revenue Recognition*

We recognize revenue from product sales when earned, net of applicable provisions for discounts, returns and allowances. We consider revenue to be realized or realizable and earned when all of the following criteria are met: title and risk of loss have passed to the customer, persuasive evidence of an arrangement exists, delivery has occurred, the price is fixed or determinable and collectability is reasonably assured. We also provide for our estimate of potential bad debt at the time of revenue recognition.

*Customer Program Costs*

Customer program costs include, but are not limited to, sales rebates, which are generally tied to achievement of certain sales volume levels, in-store promotional allowances, shared media and customer catalog allowances and other cooperative advertising arrangements, and freight allowance programs. We generally recognize customer program costs as a deduction to gross sales at the time that the associated revenue is recognized. Certain customer incentives that do not directly relate to future revenues are expensed when initiated.

In addition, accrued customer program liabilities principally include, but are not limited to, sales volume rebates, promotional allowances, shared media and customer catalog allowances and other cooperative advertising arrangements and freight allowances as discussed above.

*Cost of Products Sold*

Cost of products sold includes all manufacturing, product sourcing and distribution costs, including depreciation related to assets used in the manufacturing, procurement and distribution process, allocation of certain information technology costs supporting those processes, inbound and outbound freight, shipping and handling costs, purchasing costs associated with materials and packaging used in the production processes.

*Advertising, Selling, General and Administrative Expenses*

Advertising, selling, general and administrative expenses ("SG&A") include advertising, marketing, selling (including commissions), research and development, customer service, depreciation related to assets outside the manufacturing and distribution processes and all other general and administrative expenses outside the manufacturing and distribution functions (e.g., finance, human resources, information technology, corporate expenses, etc.).

*Advertising Costs*

Advertising costs amounted to $110.1 million, $120.9 million and $130.8 million for the years ended December 31, 2016, 2015 and 2014, respectively. These costs primarily include, but are not limited to, cooperative advertising and promotional allowances as described in "*Customer Program Costs*" above, and are principally expensed as incurred.

*Shipping and Handling*

We reflect all amounts billed to customers for shipping and handling in net sales and the costs incurred from shipping and handling product (including costs to ship and move product from the seller's place of business to the buyer's place of business, as well as costs to store, move and prepare products for shipment) in cost of products sold.

*Warranty Reserves*

We offer our customers various warranty terms based on the type of product that is sold. Estimated future obligations related to products sold under these warranty terms are provided by charges to cost of products sold in the period in which the related revenue is recognized.

*Research and Development*

Research and development expenses, which amounted to $21.0 million, $20.0 million and $20.2 million for the years ended December 31, 2016, 2015 and 2014, respectively, are classified as SG&A expenses and are charged to expense as incurred.

*Stock-Based Compensation*

Our primary types of share-based compensation consist of stock options, restricted stock unit awards and performance stock unit awards. Stock-based compensation cost is measured at the grant date, based on the fair value of the award, and is recognized as expense over the requisite service period. Where awards are made with non-substantive vesting periods (for example, where a portion of the award vests upon retirement eligibility), we estimate and recognize expense based on the period from the grant date to the date on which the employee is retirement eligible.

*Foreign Currency Translation*

Foreign currency balance sheet accounts are translated into U.S. dollars at the rates of exchange at the balance sheet date. Income and expenses are translated at the average rates of exchange in effect during the period. The related translation adjustments are made directly to a separate component of accumulated other comprehensive income (loss) in stockholders' equity. Some transactions are made in currencies different from an entity's functional currency. Gains and losses on these foreign currency transactions are included in income as they occur.

*Derivative Financial Instruments*

We recognize all derivatives as either assets or liabilities on the balance sheet and measure those instruments at fair value. If the derivative is designated as a fair value hedge and is effective, the changes in the fair value of the derivative and of the hedged item attributable to the hedged risk are recognized in earnings in the same period. If the derivative is designated as a cash flow hedge, the effective portions of changes in the fair value of the derivative are recorded in other comprehensive income (loss) and are recognized in the income statement when the hedged item affects earnings. Ineffective portions of changes in the fair value of cash flow hedges are recognized in earnings.

Certain forecasted transactions, assets and liabilities are exposed to foreign currency risk. We continually monitor our foreign currency exposures in order to maximize the overall effectiveness of our foreign currency hedge positions. Principal currencies hedged include the U.S. dollar, Euro, Australian dollar, Canadian dollar, British pound and Japanese yen.

*Recent Accounting Standards Updates*

In May 2014 the FASB issued Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606), which supersedes substantially all existing revenue recognition requirements, including most industry-specific guidance. The new standard requires a company to recognize revenue when it transfers goods or services to customers in an amount that reflects the consideration that the company expects to receive for those goods or services. The FASB has subsequently issued the following amendments to ASU 2014-09, which have the same effective date and transition date of January 1, 2018:

- In August 2015 the FASB issued ASU No. 2015-14, Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date, which delayed the effective date of the new standard from January 1, 2017 to January 1, 2018. The FASB also agreed to allow entities to choose to adopt the standard as of the original effective date.

- In March 2016 the FASB issued ASU No. 2016-08, Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations, which clarifies the implementation guidance on principal versus agent considerations.

- In April 2016 the FASB issued ASU No. 2016-10, Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing, which clarifies certain aspects of identifying performance obligations and licensing implementation guidance.

- In May 2016 the FASB issued ASU No. 2016-12, Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients related to disclosures of remaining performance obligations, as well as other amendments to guidance on collectability, non-cash consideration and the presentation of sales and other similar taxes collected from customers.

- In December 2016 the FASB issued ASU No. 2016-20, Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers, which amends certain narrow aspects of the guidance issued in ASU 2014-09 including guidance related to the disclosure of remaining performance obligations and prior-period performance obligations, as well as other amendments to the guidance on loan guarantee fees, contract costs, refund liabilities, advertising costs and the clarification of certain examples

There are two methods of adoption allowed, either a "full" retrospective adoption or a "modified" retrospective adoption. The Company has not yet decided which implementation method it will adopt. The Company has hired outside consultants to help in the process of evaluating the potential impact of ASU 2014-09, but it does not expect the adoption of ASU 2014-09 will have a material impact on the Company's consolidated financial statements in any one annual period. The Company will adopt ASU 2014-09 effective with its 2018 fiscal year.

In March 2016, the FASB issued ASU No. 2016-09, Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting. This new standard simplifies the accounting for employee share-based payments and involves several aspects of the accounting for share-based transactions, including the potential timing of expenses, the income tax consequences, classification of awards as either equity or liabilities and classification on the statement of cash flows. ASU 2016-09 is effective for annual periods beginning after December 15, 2016, and interim periods within those annual periods. The

Company has determined that ASU 2016-09 will have an immaterial effect on the Company's consolidated financial statements and the Company will adopt ASU 2016-09 effective with its 2017 fiscal year.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). This new standard will require the recognition, on the balance sheet, of most leases as lease assets (right-of-use assets) and lease liabilities by lessees for those leases classified as operating leases under current GAAP. This new standard also includes increased disclosures to meet the objective of enabling users of financial statements to understand more about the nature of an entity's leasing activities. ASU 2016-02 is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early adoption is permitted and adoption of ASU 2016-02 is to be done on a modified retrospective basis. The Company is currently in the process of evaluating the impact of adoption of ASU 2016-02 on the Company's consolidated financial statements and it currently expects that most of its operating lease commitments will be subject to the new standard and will be recognized as operating lease liabilities and right-of-use assets upon the adoption of ASU 2016-02. It is expected that these changes will be material to the Company's consolidated financial statements. The Company will adopt ASU 2016-02 effective with its 2019 fiscal year.

In July 2015, the FASB issued ASU No. 2015-11, Inventory (Topic 330): Simplifying the Measurement of Inventory. This new standard applies to inventory that is measured using first-in, first-out (FIFO) or average cost. An entity should measure inventory within the scope of ASU 2015-11 at the lower of cost or net realizable value. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. ASU 2015-11 is effective for fiscal years beginning after December 15, 2016. The Company has determined that ASU 2015-11 will have an immaterial effect on the Company's consolidated financial statements and the Company will adopt ASU 2015-11 effective with its 2017 fiscal year.

Other than the items mentioned above, there are no other recently issued accounting standards that are expected to have a material effect on the Company's financial condition, results of operations or cash flow.

*Recently Adopted Accounting Standards*

In August 2016 the FASB issued ASU No. 2016-15, Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments. This new standard clarifies certain aspects of the statement of cash flows, including the classification of debt prepayment or debt extinguishment costs or other debt instruments with coupon interest rates that are insignificant in relation to the effective interest rate of the borrowing, contingent consideration payments made after a business combination, proceeds from the settlement of insurance claims, proceeds from the settlement of corporate-owned life insurance policies, distributions received from equity method investees and beneficial interests in securitization transactions. ASU 2016-15 also clarifies that an entity should determine each separately identifiable source of use within the cash receipts and payments based on the nature of the underlying cash flows. In situations in which cash receipts and payments have aspects of more than one class of cash flows and cannot be separated by source or use, the appropriate classification should depend on the activity that is likely to be the predominant source or use of cash flows for the item. ASU 2016-15 is effective for annual periods beginning after December 15, 2017, and interim periods within those annual periods. Early adoption is permitted. The Company has elected to early adopt ASU 2016-15. The only material effect has been that "Net cash provided by operating activities" has been increased by $25.0 million and our "Net cash used by financing activities" has been increased by $25.0 million, due to a $25.0 million "make-whole" call premium in association with the early satisfaction and discharge of our $500 million principal amount of outstanding Senior Unsecured Notes due April 2020.

In May 2015, the FASB issued ASU No. 2015-07, Fair Value Measurement (Topic 820): Disclosures for Investment in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent). The amendments in ASU 2015-07 remove the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using the net asset value per share practical expedient. ASU 2015-07 is effective for annual reporting periods beginning after December 15, 2015. The guidance is required to be applied retrospectively to all periods presented. The Company adopted this new guidance and it did not have a material impact on the Company's consolidated financial statements.

**3. Acquisition**

On May 2, 2016, the Company completed the PA Acquisition, which included the remaining 50% interest in the former Pelikan Artline joint-venture, which it did not already own. Prior to the PA Acquisition, the Company's investment in the Pelikan Artline joint-venture was accounted for under the equity method. Pelikan Artline's product categories include writing instruments,

notebooks, binding and lamination, visual communication, cleaning and janitorial supplies, as well as general stationery. Its industry-leading brands include Artline®, Quartet®, GBC®, Spirax® and Texta®, among others.

In the PA Acquisition, ACCO Brands Australia Pty Limited and Bigadale Pty Limited (collectively, "ACCO Australia"), two wholly-owned indirect subsidiaries of the Company, entered into a Share Sale Agreement (the "Agreement") with Andrew Kaldor, Cherington Investments Pty Ltd, Freiburg Nominees Proprietary Limited, Enora Pty Ltd and Bruce Haynes and certain Guarantors named therein (collectively, the "Seller Parties") to purchase directly or indirectly 100% of the capital stock of Australia Stationery Industries, Inc. which indirectly owned the 50% of the Pelikan Artline joint-venture and the issued capital stock of Pelikan Artline Pty Limited (collectively "Pelikan Artline") that was not already owned by ACCO Brands Australia Pty Limited.

The purchase price was $103.7 million, net of working capital adjustments, and was $88.8 million, net of cash acquired.

Following completion of the PA Acquisition, ACCO Australia owns, directly and indirectly, 100% of Pelikan Artline. In addition to representations, warranties and covenants, the Agreement contains indemnification obligations and certain non-competition and non-solicitation covenants made by the Seller Parties in favor of ACCO Australia. A portion of the purchase price was allocated to fund the redemption of a 19.83% minority interest from a shareholder of a subsidiary of Pelikan Artline (the "Minority Interest Redemption"), which occurred shortly following the closing of the PA Acquisition. Additionally, approximately 10% of the purchase price after deducting the Minority Interest Redemption is held in escrow as security with respect to post-closing warranty, tax claims and indemnification obligations.

The Company financed the PA Acquisition through increased borrowings under its existing credit facility. See " Note 4. Long-term Debt and Short-term Borrowings" for details on these additional borrowings.

For accounting purposes, the Company is the acquiring enterprise. The PA Acquisition is being accounted for as a purchase business combination and Pelikan Artline's results are included in the Company's consolidated financial statements from the date of the PA Acquisition, May 2, 2016.

The Company's previously held equity interest in the Pelikan Artline joint-venture was remeasured to fair value at the date the controlling interest was acquired. The fair value of the previously held equity interest in Pelikan Artline joint-venture was determined by applying the income approach and using significant inputs that market participants would consider, including: revenue growth rates, operating margins, a discount rate and an adjustment for lack of control. The $28.9 million excess of the fair value of the previously held equity interest when compared to the carrying value was recognized as a gain in "Other expense, net" in the income statement.

The calculation of consideration given in the PA Acquisition is described in the following table.

| *(in millions of dollars)* | *At May 2, 2016* |
|---|---|
| Purchase price, net of working capital adjustments | $ 103.7 |
| Fair value of previously held equity interest | 69.3 |
| Consideration for Pelikan Artline | $ 173.0 |

The following table presents the preliminary allocation of the consideration given to the fair values of the assets acquired and liabilities assumed at the date of the PA Acquisition.

| *(in millions of dollars)* | | *At May 2, 2016* |
|---|---|---|
| Calculation of Goodwill: | | |
| Purchase price, net of working capital adjustments | $ | 103.7 |
| | | |
| Fair value of previously held equity interest | | 69.3 |
| | | |
| Plus fair value of liabilities assumed: | | |
| Accounts payable and accrued liabilities | | 21.7 |
| Deferred tax liabilities | | 0.2 |
| Debt | | 24.7 |
| Other non-current liabilities | | 1.4 |
| Fair value of liabilities assumed | $ | 48.0 |
| | | |
| Less fair value of assets acquired: | | |
| Cash acquired | | 14.9 |
| Accounts receivable | | 27.0 |
| Inventory | | 24.1 |
| Property and equipment | | 2.2 |
| Identifiable intangibles | | 58.0 |
| Deferred tax assets | | 5.7 |
| Other assets | | 8.6 |
| Fair value of assets acquired | $ | 140.5 |
| | | |
| Goodwill | $ | 80.5 |

We have finalized our fair value estimate of assets acquired and liabilities assumed as of the acquisition date. No additional adjustments to the goodwill related to the PA Acquisition will be recognized.

The excess of the purchase price over the fair value of net assets acquired has been allocated to goodwill. The goodwill of $80.5 million is primarily attributable to synergies expected to be realized from facility integration, headcount reduction and other operational streamlining activities, and from the existence of an assembled workforce.

Transaction costs related to the PA Acquisition of $1.3 million were incurred during the twelve months ended December 31, 2016, and $0.6 million were incurred during 2015 and were reported as advertising, selling, general and administrative expenses.

***Unaudited Pro Forma Consolidated Results***

The accounting literature establishes guidelines regarding, and requires the presentation of, the following unaudited pro forma information. Therefore, the unaudited pro forma information presented below is not intended to represent, nor do we believe it is indicative of, the consolidated results of operations of the Company that would have been reported had the PA Acquisition been completed on January 1, 2015. Furthermore, the unaudited pro forma information does not give effect to the anticipated synergies or other anticipated benefits of the PA Acquisition.

Had the PA Acquisition occurred on January 1, 2015, unaudited pro forma consolidated results for the twelve month period ending December 31, 2016 and 2015 would have been as follows:

| | Unaudited | |
|---|---|---|
| | Twelve Months Ended December 31, | |
| *(in millions of dollar, except per share data)* | 2016 | 2015 |
| Net sales | $ 1,593.1 | $ 1,627.6 |
| Net income | 65.3 | 119.4 |
| Net income per common share (diluted) | $ 0.60 | $ 1.08 |

The pro forma amounts are based on the Company's historical results of operations and the historical results of operations for the acquired Pelikan Artline business, which have been translated at the average foreign exchange rates for the presented periods. The pro forma results of operations have been adjusted for amortization of finite-lived intangibles, and other charges related to acquisition accounting. The pro forma results of operations for the twelve months ended December 31, 2015 have also been adjusted to include transaction costs related to the PA Acquisition of $1.9 million, amortization of the purchase accounting step-up in inventory cost of $0.3 million and financing related costs. These 2015 adjustments include the $28.9 million gain ($32.2 million based on 2015 exchange rates) associated with the PA Acquisition due to the revaluation of the Company's previously held equity interest in the Pelikan Artline joint-venture. All adjustments were made on a net of income tax basis, where applicable. In addition, the equity in earnings of the Pelikan Artline joint-venture that were previously included in the Company's results has been excluded.

**4. Long-term Debt and Short-term Borrowings**

Notes payable and long-term debt, listed in order of their security interests, consisted of the following as of December 31, 2016 and 2015:

| *(in millions of dollars)* | 2016 | 2015 |
|---|---|---|
| U.S. Dollar Senior Secured Term Loan A, due April 2020 (floating interest rate of 2.27% at December 31, 2016 and 1.88% at December 31, 2015)[(1)] | $ 81.0 | $ 229.0 |
| Australian Dollar Senior Secured Term Loan A, due April 2020 (floating interest rate of 3.25% at December 31, 2016)[(1)] | 70.3 | — |
| U.S. Dollar Senior Secured Revolving Credit Facility, due April 2020 (floating interest rate of 2.59% at December 31, 2016)[(1)] | 63.7 | — |
| Australian Dollar Senior Secured Revolving Credit Facility, due April 2020 (floating interest rate of 3.27% at December 31, 2016) | 87.9 | — |
| Senior Unsecured Notes, due December 2024 (fixed interest rate of 5.25%) | 400.0 | — |
| Senior Unsecured Notes, due April 2020 (fixed interest rate of 6.75%) | — | 500.0 |
| Other borrowings | 0.6 | — |
| Total debt | 703.5 | 729.0 |
| Less: | | |
| Current portion | 68.5 | — |
| Debt issuance costs, unamortized | 7.3 | 8.5 |
| Long-term debt, net | $ 627.7 | $ 720.5 |

(1) In connection with the consummation of the Esselte Acquisition, the Company entered into a Third Amended and Restated Credit Agreement dated January 27, 2017. See also "Note 20. Subsequent Events" to the consolidated financial statements.

**Senior Unsecured Notes due December 2024**

On December 22, 2016, the Company completed a private offering of $400.0 million in aggregate principal amount of 5.25% senior notes due December 2024 (the "New Notes"), which we issued under an indenture, dated December 22, 2016 (the "New Indenture"), among the Company, as issuer, the guarantors named therein (the "Guarantors") and Wells Fargo Bank, National

Association, as trustee (the "Trustee"). Pursuant to the New Indenture, the Company will pay interest on the New Notes semiannually on June 15 and December 15 of each year, beginning on June 15, 2017.

The New Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by each of the Company's existing and future U.S. subsidiaries, other than certain excluded subsidiaries.

The New Indenture contains covenants that limit the ability of the Company and its restricted subsidiaries' to, among other things: (i) incur additional indebtedness or issue disqualified stock or, in the case of the Company's restricted subsidiaries, preferred stock; (ii) create liens; (iii) pay dividends, make certain investments or make other restricted payments; (iv) sell certain assets or merge with or into other companies; (v) enter into transactions with affiliates; and (vi) allow limitations on any restricted subsidiary's ability to pay dividends, loans, or assets to the Company or other restricted subsidiaries. These covenants are subject to a number of important limitations and exceptions. The New Indenture also provides for events of default, which, if any of them occurs, would permit or require the principal, premium, if any, and accrued but unpaid interest on all the then outstanding Notes to be immediately due and payable.

In addition, effective December 22, 2016, the Company irrevocably deposited with the trustee of its 6.75% Senior Notes due 2020 (the "Existing Notes") an amount necessary to pay the aggregate redemption price for the Existing Notes, and satisfied and discharged all its obligations related to the Existing Notes indenture. The Company borrowed $73.9 million under its revolving credit facility and applied the funds, together with the net proceeds from the issuance of the New Notes and cash on hand, toward the payment of the redemption price for all of the Existing Notes. The aggregate redemption price of $531.5 million consisted of principal due and payable on the Existing Notes, a "make-whole" call premium of $25.0 million (included in "Other expense, net"), and accrued and unpaid interest of $6.5 million (included in "Interest expense").

Also included in "Other expense, net" is a $4.9 million charge for the write-off of debt issuance costs associated with the Existing Notes. Additionally, we incurred and capitalized approximately $6.1 million in bank, legal and other fees associated with the issuance of the New Notes.

During the third quarter of 2016 the Company paid down $70.0 million on the U.S. Dollar Senior Secured Term Loan A.

**Second Amended and Restated Credit Agreement**

During 2016, the Company was party to a Second Amended and Restated Credit Agreement, dated April 28, 2015 (as subsequently amended the " 2015 Credit Agreement"), among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other agents and lenders party thereto.

The 2015 Credit Agreement provided for a $600.0 million five-year senior secured credit facility, which consisted of a $300.0 million revolving credit facility (the "2015 Revolving Facility") and a $300.0 million term loan (the "2015 Term Loan A").

As of December 31, 2016, there were $151.6 million in borrowings under the 2015 Revolving Facility. The amount available for borrowings was $140.6 million (allowing for $7.8 million of letters of credit outstanding on that date). Effective January 27, 2017, the Company entered into a new credit agreement that replaced the facilities under the 2015 Credit Agreement. See "Note 20. Subsequent Events."

*Amortization*

Amounts under the 2015 Revolving Facility were non-amortizing. Beginning September 30, 2015, the outstanding principal amount under the 2015 Term Loan A was payable in quarterly installments in an amount representing, on an annual basis, 5.0% of the initial aggregate principal amount of such loan and increasing to 12.5% by September 30, 2018.

*Interest rates*

Amounts outstanding under the 2015 Credit Agreement bore interest (i) in the case of Eurodollar loans, at a rate per annum equal to the Eurodollar rate (which is based on an average British Bankers Association Interest Settlement Rate) plus the applicable rate; (ii) in the case of loans made at the Base Rate (which means the highest of (a) the Bank of America, N.A. prime rate then in effect, (b) the Federal Funds effective rate then in effect plus ½ of 1.00% and (c) the Eurodollar rate that would be payable on such day for a Eurodollar loan with a one-month interest period plus 1.00%), at a rate per annum equal to the Base Rate plus the

applicable rate; and (iii) in the case of swing line loans, at a rate per annum equal to the Base Rate plus the applicable rate. Separate base interest rate and applicable rate provisions applied for any Canadian or Australian currency denominated loans.

The applicable rate applied to outstanding Eurodollar loans and Base Rate loans is based on the Company's Consolidated Leverage Ratio (as defined in the 2015 Credit Agreement) as follows:

| Consolidated Leverage Ratio | Eurodollar Credit Spread | Base Rate Credit Spread |
|---|---|---|
| > 4.00 to 1.00 | 2.50% | 1.50% |
| ≤ 4.00 to 1.00 and > 3.50 to 1.00 | 2.25% | 1.25% |
| ≤ 3.50 to 1.00 and > 3.00 to 1.00 | 2.00% | 1.00% |
| ≤ 3.00 to 1.00 and > 2.00 to 1.00 | 1.50% | 0.50% |
| ≤ 2.00 to 1.00 | 1.25% | 0.25% |

As of December 31, 2016, all of the amounts outstanding under the 2015 Term Loan A bore interest at a Eurodollar rate plus the applicable rate of 1.50% and the amounts drawn under the 2015 Revolving Facility bore interest at either a Eurodollar rate plus 1.50% or a Base Rate plus the applicable rate of 0.50%.

*Covenants*

The 2015 Credit Agreement contained customary affirmative and negative covenants as well as events of default, including payment defaults, breach of representations and warranties, covenant defaults, cross-defaults, certain bankruptcy or insolvency events, certain ERISA-related events, changes in control or ownership and invalidity of any loan document. The indenture governing the senior unsecured notes also contains certain covenants.

Under the 2015 Credit Agreement, the Company was required to meet certain financial tests, including a maximum Consolidated Leverage Ratio as determined by reference to the following ratio:

| Period | Maximum Consolidated Leverage Ratio(1) |
|---|---|
| July 1, 2015 and thereafter | 3.75:1.00 |

(1) The Consolidated Leverage Ratio is computed by dividing the Company's net funded indebtedness by the cumulative four-quarter-trailing EBITDA, which excludes transaction costs, restructuring and other charges up to certain limits as well as other adjustments defined in the 2015 Credit Agreement.

The 2015 Credit Agreement also required the Company to maintain a Consolidated Fixed Charge Coverage Ratio (as defined in the 2015 Credit Agreement) as of the end of any fiscal quarter at or above 1.25 to 1.00.

*Compliance with Loan Covenants*

As of and for the year ended December 31, 2016, we were in compliance with all applicable loan covenants.

*Guarantees and Security*

Generally, obligations under the 2015 Credit Agreement were guaranteed by certain of the Company's existing and future subsidiaries, and are secured by substantially all of the Company's and certain guarantor subsidiaries' assets, subject to certain exclusions and limitations.

The New Notes are irrevocably and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by each of our existing and future domestic subsidiaries other than certain excluded subsidiaries. The New Notes and the related guarantees will rank equally in right of payment with all of the existing and future senior debt of the Company and the guarantors, senior in right of payment to all of the existing and future subordinated debt of the Company, and the guarantors, and effectively subordinated to all of the existing and future secured indebtedness of the Company and the guarantors to the extent of the value of the assets securing such indebtedness. The New Notes and the guarantees are and will be structurally subordinated to all existing and future liabilities, including trade payables, of each of the Company's subsidiaries that do not guarantee the notes.

*Finance of PA Acquisition*

The PA Acquisition, which closed in the second quarter of 2016, was financed through a borrowing of A$100.0 million (US$76.6 million based on May 2, 2016 exchange rates) by ACCO Australia in the form of an incremental Australian Dollar Senior Secured Term A loan under the 2015 Credit Agreement along with additional borrowings of A$152.0 million (US$116.4 million based on May 2, 2016 exchange rates) under the 2015 Revolving Facility. The Company used some of the proceeds from the borrowings to reduce the U.S. Dollar Senior Secured Term Loan A by $78.0 million and to pay off the debt assumed in the PA Acquisition of A$32.1 million (US$24.5 million based on May 2, 2016 exchange rates).

**5. Pension and Other Retiree Benefits**

We have a number of pension plans, principally in the U.K. and the U.S. The plans provide for payment of retirement benefits, primarily commencing between the ages of 60 and 65, and also for payment of certain disability and severance benefits. After meeting certain qualifications, an employee acquires a vested right to future benefits. The benefits payable under the plans are generally determined based on an employee's length of service and earnings. The majority of these plans have been frozen and are no longer accruing additional service benefits. Cash contributions to the plans are made as necessary to ensure legal funding requirements are satisfied.

On January 20, 2009, the Company's Board of Directors approved plan amendments to temporarily freeze our ACCO Brands Corporation Pension Plan for Salaried and Certain Hourly Paid Employees in the U.S. (the "U.S. Salaried Plan") effective March 7, 2009. During the fourth quarter of 2014, the U.S. Salaried Plan became permanently frozen and, as of December 31, 2014, we have permanently frozen a portion of our U.S. pension plan for certain bargained hourly employees.

On September 30, 2012, our U.K. pension plan was frozen. As of December 31, 2016, all of our Canadian pension plans are now frozen.

We also provide post-retirement health care and life insurance benefits to certain employee and retirees in the U.S., U.K. and Canada. All but one of these benefit plans have been frozen to new participants. Many employees and retirees outside of the U.S. are covered by government health care programs.

The following table sets forth our defined benefit pension and post-retirement plans funded status and the amounts recognized in our Consolidated Balance Sheets:

| | Pension | | | | Post-retirement | |
|---|---|---|---|---|---|---|
| | U.S. | | International | | | |
| *(in millions of dollars)* | 2016 | 2015 | 2016 | 2015 | 2016 | 2015 |
| **Change in projected benefit obligation (PBO)** | | | | | | |
| Projected benefit obligation at beginning of year | $ 198.7 | $ 212.9 | $ 347.1 | $ 391.8 | $ 8.1 | $ 12.2 |
| Service cost | 1.3 | 1.6 | 0.8 | 0.9 | 0.1 | 0.1 |
| Interest cost | 7.3 | 8.7 | 10.3 | 12.9 | 0.2 | 0.4 |
| Actuarial loss (gain) | 3.1 | (14.4) | 55.6 | (19.0) | (0.2) | (3.4) |
| Participants' contributions | — | — | 0.1 | 0.2 | 0.1 | 0.1 |
| Benefits paid | (10.3) | (10.1) | (13.0) | (15.9) | (0.5) | (0.5) |
| Curtailment gain | — | — | (0.6) | — | (0.8) | — |
| Plan amendments | — | — | — | — | — | (0.2) |
| Foreign exchange rate changes | — | — | (55.2) | (23.8) | (0.3) | (0.6) |
| Projected benefit obligation at end of year | 200.1 | 198.7 | 345.1 | 347.1 | 6.7 | 8.1 |
| **Change in plan assets** | | | | | | |
| Fair value of plan assets at beginning of year | 145.8 | 163.9 | 318.9 | 351.2 | — | — |
| Actual return on plan assets | 14.1 | (9.3) | 41.8 | (0.8) | — | — |
| Employer contributions | 0.9 | 1.3 | 4.9 | 5.4 | 0.4 | 0.4 |
| Participants' contributions | — | — | 0.1 | 0.2 | 0.1 | 0.1 |
| Benefits paid | (10.3) | (10.1) | (13.0) | (15.9) | (0.5) | (0.5) |
| Foreign exchange rate changes | — | — | (50.0) | (21.2) | — | — |
| Fair value of plan assets at end of year | 150.5 | 145.8 | 302.7 | 318.9 | — | — |
| Funded status (Fair value of plan assets less PBO) | $ (49.6) | $ (52.9) | $ (42.4) | $ (28.2) | $ (6.7) | $ (8.1) |
| **Amounts recognized in the Consolidated Balance Sheets consist of:** | | | | | | |
| Other non-current assets | $ — | $ — | $ 0.3 | $ 0.9 | $ — | $ — |
| Other current liabilities | — | — | 0.4 | 0.4 | 0.6 | 0.6 |
| Pension and post-retirement benefit obligations[(1)] | 49.6 | 52.9 | 42.3 | 28.7 | 6.1 | 7.5 |
| Components of accumulated other comprehensive income, net of tax: | | | | | | |
| Unrecognized actuarial loss (gain) | 54.2 | 55.1 | 83.7 | 75.0 | (3.5) | (4.2) |
| Unrecognized prior service cost (credit) | 2.0 | 2.0 | (0.2) | (0.3) | (0.2) | (0.2) |

(1)Pension and post-retirement obligations of $98.0 million as of December 31, 2016, increased from $89.1 million as of December 31, 2015, primarily due to lower discount rates compared to prior year assumptions for the U.K. plan.

Of the amounts included within accumulated other comprehensive income (loss), we expect to recognize the following pre-tax amounts as components of net periodic benefit cost (income) for the year ended December 31, 2017:

| | Pension | | |
|---|---|---|---|
| *(in millions of dollars)* | U.S. | International | Post-retirement |
| Actuarial loss (gain) | $ 2.0 | $ 2.9 | $ (0.4) |
| Prior service cost | 0.4 | — | — |
| | $ 2.4 | $ 2.9 | $ (0.4) |

All of our plans have projected benefit obligations in excess of plan assets, except for one of our Canadian plans.

The accumulated benefit obligation for all pension plans was $536.8 million and $533.6 million at December 31, 2016 and 2015, respectively.

The following table sets out information for pension plans with an accumulated benefit obligation in excess of plan assets:

| | U.S. | | International | |
|---|---|---|---|---|
| *(in millions of dollars)* | 2016 | 2015 | 2016 | 2015 |
| Projected benefit obligation | $ 200.1 | $ 198.7 | $ 326.9 | $ 334.1 |
| Accumulated benefit obligation | 198.3 | 196.1 | 320.4 | 324.7 |
| Fair value of plan assets | 150.5 | 145.8 | 284.2 | 305.0 |

The components of net periodic benefit (income) cost for pension and post-retirement plans for the years ended December 31, 2016, 2015, and 2014, respectively, were as follows:

| | Pension | | | | | | Post-retirement | | |
|---|---|---|---|---|---|---|---|---|---|
| | U.S. | | | International | | | | | |
| *(in millions of dollars)* | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 |
| Service cost | $ 1.3 | $ 1.6 | $ 2.1 | $ 0.8 | $ 0.9 | $ 0.8 | $ 0.1 | $ 0.1 | $ 0.2 |
| Interest cost | 7.3 | 8.7 | 8.6 | 10.3 | 12.9 | 15.7 | 0.2 | 0.4 | 0.5 |
| Expected return on plan assets | (11.9) | (12.2) | (12.0) | (17.6) | (21.9) | (22.8) | — | — | — |
| Amortization of net loss (gain) | 1.8 | 2.1 | 5.1 | 2.3 | 2.4 | 1.9 | (0.4) | (0.4) | (1.1) |
| Amortization of prior service cost (credit) | 0.4 | 0.4 | 0.4 | — | — | — | — | (0.3) | — |
| Curtailment gain | — | — | — | — | — | — | (0.6) | — | — |
| Settlement gain | — | — | — | — | — | — | — | (0.5) | (0.1) |
| Net periodic benefit (income) cost | $ (1.1) | $ 0.6 | $ 4.2 | $ (4.2) | $ (5.7) | $ (4.4) | $ (0.7) | $ (0.7) | $ (0.5) |

Effective from January 1, 2015 we changed the amortization of our net actuarial loss included in accumulated other comprehensive income (loss) for the U.S. Salaried Plan from the average remaining service period of active employees expected to receive benefits under the plan to the average remaining life expectancy of all participants. This change was the result of the Company's decision to permanently freeze the benefits under the plan.

Other changes in plan assets and benefit obligations that were recognized in other comprehensive income (loss) during the years ended December 31, 2016, 2015, and 2014 were as follows:

| | Pension | | | | | | Post-retirement | | |
|---|---|---|---|---|---|---|---|---|---|
| | U.S. | | | International | | | | | |
| *(in millions of dollars)* | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 |
| Current year actuarial loss (gain) | $ 0.9 | $ 7.1 | $ 35.4 | $ 27.9 | $ 3.8 | $ 27.3 | $ (1.0) | $ (3.4) | $ (0.3) |
| Amortization of actuarial (loss) gain | (1.8) | (2.1) | (5.1) | (2.3) | (2.4) | (1.9) | 1.0 | 0.9 | 1.1 |
| Current year prior service (credit) cost | — | — | — | — | — | (0.2) | — | (0.2) | (0.3) |
| Amortization of prior service (cost) credit | (0.4) | (0.4) | (0.4) | — | — | — | — | 0.3 | — |
| Foreign exchange rate changes | — | — | — | (15.5) | (5.6) | (6.8) | 0.5 | 0.1 | 0.1 |
| Total recognized in other comprehensive income (loss) | $ (1.3) | $ 4.6 | $ 29.9 | $ 10.1 | $ (4.2) | $ 18.4 | $ 0.5 | $ (2.3) | $ 0.6 |
| Total recognized in net periodic benefit cost (credit) and other comprehensive income (loss) | $ (2.4) | $ 5.2 | $ 34.1 | $ 5.9 | $ (9.9) | $ 14.0 | $ (0.2) | $ (3.0) | $ 0.1 |

***Assumptions***

The weighted average assumptions used to determine benefit obligations for the years ended December 31, 2016, 2015, and 2014 were as follows:

| | Pension | | | | | | Post-retirement | | |
|---|---|---|---|---|---|---|---|---|---|
| | U.S. | | | International | | | | | |
| | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 |
| Discount rate | 4.3% | 4.6% | 4.2% | 2.7% | 3.7% | 3.4% | 3.4% | 3.9% | 3.7% |
| Rate of compensation increase | N/A | N/A | N/A | 3.1% | 3.0% | 3.3% | N/A | N/A | N/A |

The weighted average assumptions used to determine net periodic benefit cost (income) for the years ended December 31, 2016, 2015, and 2014 were as follows:

| | Pension | | | | | | Post-retirement | | |
|---|---|---|---|---|---|---|---|---|---|
| | U.S. | | | International | | | | | |
| | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 | 2016 | 2015 | 2014 |
| Discount rate | 4.6% | 4.2% | 5.0% | 3.7% | 3.4% | 4.3% | 3.9% | 3.7% | 4.4% |
| Expected long-term rate of return | 7.8% | 8.0% | 8.2% | 6.0% | 6.5% | 6.8% | N/A | N/A | N/A |
| Rate of compensation increase | N/A | N/A | N/A | 3.0% | 3.0% | 3.3% | N/A | N/A | N/A |

The weighted average health care cost trend rates used to determine post-retirement benefit obligations and net periodic benefit cost (income) as of December 31, 2016, 2015, and 2014 were as follows:

| | Post-retirement | | |
|---|---|---|---|
| | 2016 | 2015 | 2014 |
| Health care cost trend rate assumed for next year | 8% | 7% | 8% |
| Rate that the cost trend rate is assumed to decline (the ultimate trend rate) | 5% | 5% | 5% |
| Year that the rate reaches the ultimate trend rate | 2025 | 2024 | 2023 |

Assumed health care cost trend rates may have a significant effect on the amounts reported for the health care plans. A one-percentage-point change in assumed health care cost trend rates would have the following effects:

| *(in millions of dollars)* | 1-Percentage-Point Increase | 1-Percentage-Point Decrease |
|---|---|---|
| Increase (decrease) on total of service and interest cost | $ — | $ — |
| Increase (decrease) on post-retirement benefit obligation | 0.5 | (0.4) |

**Plan Assets**

The investment strategy for the Company is to optimize investment returns through a diversified portfolio of investments, taking into consideration underlying plan liabilities and asset volatility. Each plan has a different target asset allocation, which is reviewed periodically and is based on the underlying liability structure. The target asset allocation for our U.S. plan is 65% in equity securities, 20% in fixed income securities and 15% in alternative assets. The target asset allocation for non-U.S. plans is set by the local plan trustees.

Our pension plan weighted average asset allocations as of December 31, 2016 and 2015 were as follows:

| | 2016 | | 2015 | |
|---|---|---|---|---|
| | U.S. | International | U.S. | International |
| **Asset category** | | | | |
| Equity securities | 68% | 33% | 61% | 45% |
| Fixed income | 25 | 51 | 31 | 39 |
| Real estate | — | 3 | — | 4 |
| Other[2] | 7 | 13 | 8 | 12 |
| Total | 100% | 100% | 100% | 100% |

(2) Insurance contracts, multi-strategy hedge funds and cash and cash equivalents for certain of our plans.

***U.S. Pension Plan Assets***

The fair value measurements of our U.S. pension plan assets by asset category as of December 31, 2016 were as follows:

| *(in millions of dollars)* | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Fair Value as of December 31, 2016 |
|---|---|---|---|---|
| Mutual funds | $ 89.3 | $ — | $ — | $ 89.3 |
| Exchange traded funds | 13.5 | — | — | 13.5 |
| Common collective trust funds | — | 7.9 | — | 7.9 |
| Corporate debt securities | — | 16.3 | — | 16.3 |
| Asset-backed securities | — | 3.4 | — | 3.4 |
| Government mortgage-backed securities | — | 5.4 | — | 5.4 |
| Collateralized mortgage obligations, mortgage backed securities, and other | — | 5.2 | — | 5.2 |
| Investments measured at net asset value[3] | | | | |
| Multi-strategy hedge funds | | | | 9.5 |
| Total | $ 102.8 | $ 38.2 | $ — | $ 150.5 |

The fair value measurements of our U.S. pension plan assets by asset category as of December 31, 2015 were as follows:

| *(in millions of dollars)* | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Fair Value as of December 31, 2015 |
|---|---|---|---|---|
| Common stocks | $ 6.9 | $ — | $ — | $ 6.9 |
| Mutual funds | 82.6 | — | — | 82.6 |
| Common collective trust funds | — | 2.1 | — | 2.1 |
| Government debt securities | — | 3.1 | — | 3.1 |
| Corporate debt securities | — | 19.0 | — | 19.0 |
| Asset-backed securities | — | 8.8 | — | 8.8 |
| Government mortgage-backed securities | — | 7.3 | — | 7.3 |
| Collateralized mortgage obligations, mortgage backed securities, and other | — | 6.8 | — | 6.8 |
| Investments measured at net asset value(3) | | | | |
| Multi-strategy hedge funds | | | | 9.2 |
| Total | $ 89.5 | $ 47.1 | $ — | $ 145.8 |

*Mutual funds, common stocks and exchange traded funds:* The fair values of mutual fund and common stock fund investments are determined by obtaining quoted prices on nationally recognized securities exchanges (level 1 inputs).

*Common collective trusts*: The fair values of participation units held in common collective trusts are based on their net asset values, as reported by the managers of the common collective trusts and as supported by the unit prices of actual purchase and sale transactions occurring as of or close to the financial statement date (level 2 inputs).

*Debt securities:* Fixed income securities, such as corporate and government bonds, collateralized mortgage obligations, asset-backed securities, government mortgage-backed securities and other debt securities are valued using quotes from independent pricing vendors based on recent trading activity and other relevant information, including market interest rate curves, referenced credit spreads, and estimated prepayment rates, where applicable (level 2 inputs).

***International Pension Plans Assets***

The fair value measurements of our international pension plans assets by asset category as of December 31, 2016 were as follows:

| *(in millions of dollars)* | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Fair Value as of December 31, 2016 |
|---|---|---|---|---|
| Cash and cash equivalents | $ 0.5 | $ — | $ — | $ 0.5 |
| Equity securities | 99.2 | — | — | 99.2 |
| Corporate debt securities | — | 145.3 | — | 145.3 |
| Multi-strategy hedge funds | — | 20.2 | — | 20.2 |
| Insurance contracts | — | 17.8 | — | 17.8 |
| Government debt securities | — | 10.1 | — | 10.1 |
| Investments measured at net asset value(3) | | | | |
| Real estate | | | | 9.6 |
| Total | $ 99.7 | $ 193.4 | $ — | $ 302.7 |

The fair value measurements of our international pension plans assets by asset category as of December 31, 2015 were as follows:

| *(in millions of dollars)* | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Fair Value as of December 31, 2015 |
|---|---|---|---|---|
| Cash and cash equivalents | $ 1.2 | $ — | $ — | $ 1.2 |
| Equity securities | 142.6 | — | — | 142.6 |
| Corporate debt securities | — | 121.6 | — | 121.6 |
| Multi-strategy hedge funds | — | 23.7 | — | 23.7 |
| Insurance contracts | — | 15.3 | — | 15.3 |
| Government debt securities | — | 3.2 | — | 3.2 |
| Investments measured at net asset value(3) | | | | |
| Real estate | | | | 11.3 |
| Total | $ 143.8 | $ 163.8 | $ — | $ 318.9 |

(3) Certain investments that are measured at fair value using the net asset value per share practical expedient have not been categorized in the fair value hierarchy. The fair value amounts presented in these tables are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the table that presents our defined benefit pension and post-retirement plans funded status.

*Equity securities:* The fair values of equity securities are determined by obtaining quoted prices on nationally recognized securities exchanges (level 1 inputs).

*Debt securities:* Fixed income securities, such as corporate and government bonds and other debt securities, consist of index-linked securities. These debt securities are valued using quotes from independent pricing vendors based on recent trading activity and other relevant information, including market interest rate curves, referenced credit spreads, and estimated prepayment rates, where applicable (level 2 inputs).

*Insurance contracts:* Valued at contributions made, plus earnings, less participant withdrawals and administrative expenses, which approximate fair value (level 2 inputs).

*Multi-strategy hedge funds*: The fair values of participation units held in multi-strategy hedge funds are based on their net asset values, as reported by the managers of the funds and are based on the daily closing prices of the underlying investments (level 2 inputs).

***Cash Contributions***

We contributed $6.2 million to our pension and post-retirement plans in 2016 and expect to contribute $10.7 million in 2017.

The following table presents estimated future benefit payments to participants for the next ten fiscal years:

| *(in millions of dollars)* | Pension Benefits | Post-retirement Benefits |
|---|---|---|
| 2017 | $ 23.0 | $ 0.6 |
| 2018 | 23.7 | 0.6 |
| 2019 | 24.0 | 0.6 |
| 2020 | 24.7 | 0.5 |
| 2021 | 25.1 | 0.5 |
| Years 2022 - 2026 | 134.4 | 2.3 |

We also sponsor a number of defined contribution plans. Contributions are determined under various formulas. Costs related to such plans amounted to $11.3 million, $9.8 million and $8.6 million for the years ended December 31, 2016, 2015, and 2014, respectively. The increase of $1.5 million in defined contribution plan costs in 2016 compared to 2015 is due to the PA Acquisition and additional matching contributions in the U.S. The $1.2 million increase in defined contribution plan costs in 2015 compared to 2014 was due to additional contributions for certain hourly employees who agreed to have their pension benefits frozen.

***Multi-Employer Pension Plan***

We are a participant in a multi-employer pension plan. The plan has reported significant underfunded liabilities and declared itself in critical and declining status (red). As a result, the trustees of the plan adopted a rehabilitation plan (RP) in an effort to forestall insolvency. Our required contributions to this plan could increase due to the shrinking contribution base resulting from the insolvency of or withdrawal of other participating employers, from the inability or the failure of withdrawing participating employers to pay their withdrawal liability, from lower than expected returns on pension fund assets, and from other funding deficiencies. In the event that we withdraw from participation in the plan, we will be required to make withdrawal liability payments for a period of 20 years or longer in certain circumstances. The present value of our withdrawal liability payments would be recorded as an expense in our Consolidated Statements of Income and as a liability on our Consolidated Balance Sheets in the first year of our withdrawal. The most recent Pension Protection Act (PPA) zone status available in 2016 and 2015 is for the plan's years ended December 31, 2015 and 2014, respectively. The zone status is based on information that we received from the plan and is certified by the plan's actuary. Plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded. Details regarding the plan are outlined in the table below.

| | | Pension Protection Act Zone Status | | | Contributions Year Ended December 31, | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Pension Fund | EIN/Pension Plan Number | 2016 | 2015 | FIP/RP Status Pending/Implemented | 2016 | 2015 | 2014 | Surcharge Imposed | Expiration Date of Collective-Bargaining Agreement |
| PACE Industry Union-Management Pension Fund | 11-6166763 / 001 | Red | Red | Implemented | $ 0.3 | $ 0.3 | $ 0.4 | Yes | 6/30/2017 |

**6. Stock-Based Compensation**

The ACCO Brands Corporation Incentive Plan provides for stock based awards in the form of stock options, stock-settled appreciation rights ("SSARs"), restricted stock units ("RSUs") and performance stock units ("PSUs"), any of which may be granted alone or with other types of awards and dividend equivalents. We have one share-based compensation plan under which a total of 13,118,430 shares may be issued under awards to key employees and non-employee directors.

The following table summarizes the impact of all stock-based compensation expense on our Consolidated Statements of Income for the years ended December 31, 2016, 2015 and 2014.

| *(in millions of dollars)* | 2016 | 2015 | 2014 |
|---|---|---|---|
| Advertising, selling, general and administrative expense | $ 19.4 | $ 16.0 | $ 15.7 |
| Loss before income tax | (19.4) | (16.0) | (15.7) |
| Income tax benefit | (7.0) | (5.7) | (5.7) |
| Net (loss) | $ (12.4) | $ (10.3) | $ (10.0) |

There was no capitalization of stock-based compensation expense.

Stock-based compensation expense by award type for the years ended December 31, 2016, 2015 and 2014 was as follows:

| *(in millions of dollars)* | 2016 | 2015 | 2014 |
|---|---|---|---|
| Stock option compensation expense | $ 2.9 | $ 3.9 | $ 3.7 |
| RSU compensation expense | 4.5 | 4.7 | 6.6 |
| PSU compensation expense | 12.0 | 7.4 | 5.4 |
| Total stock-based compensation expense | $ 19.4 | $ 16.0 | $ 15.7 |

***Stock Option and SSAR Awards***

The exercise price of each stock option equals or exceeds the fair market price of our stock on the date of grant. Options can generally be exercised over a maximum term of up to seven years. Stock options outstanding as of December 31, 2016 generally vest ratably over three years. During 2016, we did not grant option or SSAR awards and in 2015 and 2014, we granted only option awards. The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model and the weighted average assumptions as outlined in the following table:

| | Year Ended December 31, | |
|---|---|---|
| | **2015** | **2014** |
| Weighted average expected lives | 4.5 years | 4.5 years |
| Weighted average risk-free interest rate | 1.47 % | 1.33 % |
| Weighted average expected volatility | 46.5 % | 52.2 % |
| Expected dividend yield | 0.0 % | 0.0 % |
| Weighted average grant date fair value | $ 3.00 | $ 2.69 |

Volatility was calculated using ACCO Brands' historic volatility. The weighted average expected option term reflects the application of the simplified method, which defines the life as the average of the contractual term of the option and the weighted average vesting period for all option tranches. The risk-free interest rate for the expected term of the option is based on the U.S. Treasury yield curve in effect at the time of grant. Forfeitures are estimated at the time of grant in order to calculate the amount of share-based payment awards ultimately expected to vest. The forfeiture rate is based on historical experience.

A summary of the changes in stock options/SSARs outstanding under our stock compensation plan during the year ended December 31, 2016 are presented below:

| | Number Outstanding | Weighted Average Exercise Price | Weighted Average Remaining Contractual Term | Aggregate Intrinsic Value |
|---|---|---|---|---|
| Outstanding at December 31, 2015 | 5,583,531 | $ 7.20 | | |
| Exercised | (1,359,515) | $ 5.30 | | |
| Lapsed | (90,142) | $ 7.35 | | |
| Outstanding at December 31, 2016 | 4,133,874 | $ 7.82 | 3.8 years | $ 21.6 million |
| Options vested or expected to vest | 4,099,827 | $ 7.83 | 3.8 years | $ 21.4 million |
| Exercisable shares at December 31, 2016 | 2,782,697 | $ 8.20 | 3.2 years | $ 13.5 million |

We received cash of $6.8 million, $0.7 million and $0.3 million from the exercise of stock options for the years ended December 31, 2016, 2015 and 2014, respectively. The aggregate intrinsic value of options exercised during the years ended December 31, 2016 and 2015 totaled $3.5 million and $0.7 million, respectively. For the year ended December 31, 2014 the aggregate intrinsic value of options exercised was not significant.

The aggregate intrinsic value of SSARs exercised during the years ended December 31, 2016, 2015 and 2014 totaled $2.9 million, $2.0 million and $3.6 million, respectively. As of December 31, 2016 there were no SSARs outstanding.

The fair value of options vested during the years ended December 31, 2016, 2015 and 2014 was $4.1 million, $3.8 million and $3.2 million, respectively. As of December 31, 2016, we had unrecognized compensation expense related to stock options of $1.7 million, which will be recognized over a weighted-average period of 0.8 years.

***Stock Unit Awards***

RSUs vest over a pre-determined period of time, generally three years from the date of grant. Stock-based compensation expense for the years ended December 31, 2016, 2015 and 2014 includes $0.9 million, $0.8 million and $0.8 million, respectively, of expense that consisted of shares of stock (included in RSU compensation expense) and RSUs granted to non-employee directors, which became fully vested on the grant date. PSUs also vest over a pre-determined period of time, minimally three years, but are further subject to the achievement of certain business performance criteria in future periods. Based upon the level of achieved performance, the number of shares actually awarded can vary from 0% to 150% of the original grant.

There were 1,910,669 RSUs outstanding as of December 31, 2016. All outstanding RSUs as of December 31, 2016 vest within three years of their date of grant. We generally recognize compensation expense for our RSU awards ratably over the service period. Also outstanding as of December 31, 2016 were 4,281,792 PSUs. All outstanding PSUs as of December 31, 2016 vest at the end of their respective performance periods subject to percentage achieved of the performance targets associated with such awards. Upon vesting, all of the remaining RSU and PSU awards will be converted into the right to receive one share of common stock of the Company for each unit that vests. The cost of these awards is determined using the fair value of the shares on the date of grant, and compensation expense is generally recognized over the period during which the employee provides the requisite service to the Company. We generally recognize compensation expense for our PSU awards ratably over the performance period based on management's judgment of the likelihood that performance measures will be attained.

A summary of the changes in the RSUs outstanding under our equity compensation plan during 2016 are presented below:

| | Stock Units | Weighted Average Grant Date Fair Value |
|---|---|---|
| Outstanding at December 31, 2015 | 2,007,127 | $ 7.11 |
| Granted | 516,739 | $ 8.05 |
| Vested and distributed | (577,997) | $ 7.56 |
| Forfeited and cancelled | (35,200) | $ 6.88 |
| Outstanding at December 31, 2016 | 1,910,669 | $ 7.23 |
| Vested and deferred at December 31, 2016[1] | 295,453 | $ 8.51 |

(1) Included in outstanding at December 31, 2016. Vested and deferred RSUs are primarily related to deferred compensation for non-employee directors.

For the years ended December 31, 2015 and 2014 we granted 668,619 and 881,554 shares of RSUs, respectively. The weighted-average grant date fair value of our RSUs was $8.05, $7.58, and $6.12 for the years ended December 31, 2016, 2015 and 2014, respectively. The fair value of RSUs that vested during the years ended December 31, 2016, 2015 and 2014 was $5.2 million, $10.3 million and $3.2 million, respectively. As of December 31, 2016, we have unrecognized compensation expense related to RSUs of $3.6 million. The unrecognized compensation expense related to RSUs will be recognized over a weighted-average period of 1.7 years.

A summary of the changes in the PSUs outstanding under our equity compensation plan during 2016 are presented below:

| | Stock Units | Weighted Average Grant Date Fair Value |
|---|---|---|
| Outstanding at December 31, 2015 | 3,197,735 | $ 7.07 |
| Granted | 1,013,242 | $ 7.65 |
| Vested | (1,072,692) | $ 7.58 |
| Forfeited and cancelled | (58,959) | $ 7.21 |
| Other - increase due to performance of PSU's | 1,202,466 | $ 7.08 |
| Outstanding at December 31, 2016 | 4,281,792 | $ 7.09 |

For the years ended December 31, 2015 and 2014 we granted 1,017,702 and 1,316,867 shares of PSUs, respectively. For the years ended December 31, 2016, 2015 and 2014, 1,072,692, 697,172 and 496,926 shares of PSUs vested, respectively. The weighted-average grant date fair value of our PSUs was $7.65, $7.52, and $6.14 for the years ended December 31, 2016, 2015 and 2014, respectively. The fair value of PSUs that vested during the years ended December 31, 2016, 2015 and 2014 was $8.1 million, $5.4 million and $4.4 million respectively. As of December 31, 2016, we have unrecognized compensation expense related to PSUs of $10.1 million. The unrecognized compensation expense related to PSUs will be recognized over a weighted-average period of 1.7 years.

We will satisfy the requirement for delivering the common shares for our stock-based plan by issuing new shares.

## 7. Inventories

Inventories are stated at the lower of cost or market value. The components of inventories were as follows:

| | December 31, | |
|---|---|---|
| *(in millions of dollars)* | **2016** | **2015** |
| Raw materials | $ 30.3 | $ 33.3 |
| Work in process | 3.0 | 2.6 |
| Finished goods | 176.7 | 167.7 |
| Total inventories | $ 210.0 | $ 203.6 |

## 8. Property, Plant and Equipment, Net

The components of net property, plant and equipment were as follows:

| | December 31, | |
|---|---|---|
| *(in millions of dollars)* | **2016** | **2015** |
| Land and improvements | $ 18.9 | $ 17.6 |
| Buildings and improvements to leaseholds | 119.1 | 120.0 |
| Machinery and equipment | 382.0 | 358.5 |
| Construction in progress | 8.0 | 30.0 |
| | 528.0 | 526.1 |
| Less: accumulated depreciation | (329.6) | (317.0) |
| Property, plant and equipment, net[1] | $ 198.4 | $ 209.1 |

(1) Net property, plant and equipment as of December 31, 2016 and 2015 contained $34.7 million and $40.7 million of computer software assets, which are classified within machinery and equipment and construction in progress. Amortization of software costs was $7.0 million, $6.1 million and $7.4 million for the years ended December 31, 2016, 2015 and 2014, respectively.

## 9. Goodwill and Identifiable Intangible Assets

***Goodwill***

Changes in the net carrying amount of goodwill by segment were as follows:

| *(in millions of dollars)* | ACCO Brands North America | ACCO Brands International | Computer Products Group | Total |
|---|---|---|---|---|
| Balance at December 31, 2014 | $ 387.6 | $ 150.5 | $ 6.8 | $ 544.9 |
| Translation | (10.1) | (37.9) | — | (48.0) |
| Balance at December 31, 2015 | 377.5 | 112.6 | 6.8 | 496.9 |
| PA Acquisition | — | 80.5 | — | 80.5 |
| Translation | 1.5 | 8.2 | — | 9.7 |
| Balance at December 31, 2016 | $ 379.0 | $ 201.3 | $ 6.8 | $ 587.1 |
| Goodwill | $ 509.9 | $ 285.5 | $ 6.8 | $ 802.2 |
| Accumulated impairment losses | (130.9) | (84.2) | — | (215.1) |
| Balance at December 31, 2016 | $ 379.0 | $ 201.3 | $ 6.8 | $ 587.1 |

Goodwill has been recorded on our balance sheet related to the PA Acquisition and represents the excess of the cost of the PA Acquisition when compared to the fair value estimate of the net assets acquired on May 2, 2016 (the date of the PA Acquisition). See Note 3. Acquisition**,** for details on the calculation of the goodwill acquired in the PA Acquisition.

The authoritative guidance on goodwill and other intangible assets requires that goodwill be tested for impairment at a reporting unit level. We have determined that our reporting units are the ACCO Brands North America, ACCO Brands International and Computer Products Group segments. We test goodwill for impairment at least annually and on an interim basis if an event or circumstance indicates that it is more likely than not that an impairment loss has been incurred. The Company performed this annual assessment, on a qualitative basis, as allowed by GAAP, in the second quarter of 2016 and concluded that no impairment existed.

A considerable amount of management judgment and assumptions are required in performing the impairment tests, principally in determining the fair value of each reporting unit and the indefinite lived intangible assets. While we believe our judgments and assumptions are reasonable, different assumptions could change the estimated fair values and, therefore, impairment charges could be required. Significant negative industry or economic trends, disruptions to our business, loss of significant customers, inability to effectively integrate acquired businesses, unexpected significant changes or planned changes in the use of the assets or in entity structure and divestitures may adversely impact the assumptions used in the valuations and ultimately result in future impairment charges.

***Identifiable Intangibles***

We test indefinite-lived intangibles for impairment at least annually and on an interim basis if an event or circumstance indicates that it is more likely than not that an impairment loss has been incurred. We performed this annual assessment, on a qualitative basis, as allowed by GAAP, for the majority of indefinite-lived trade names in the second quarter of 2016 and concluded that no impairment exists. For two of our indefinite-lived trade names that are not substantially above their carrying values, Mead® and Hilroy®, we performed quantitative tests (Step 1) in the second quarter of 2016. The following long-term growth rates and discount rates were used, 1.5% and 10.0% for Mead®, and 1.5% and 10.5% for Hilroy®, respectively. We concluded that neither Mead ® nor Hilroy® were impaired.

In the fourth quarter of 2015, we performed a quantitative test, as we identified the recession in Brazil as a triggering event related to our trade name, Tilibra®, primarily used in Brazil. While we concluded that no impairment existed, the trade name's fair value has been significantly reduced. Key financial assumptions utilized to determine the fair value of the Tilibra® trade name included a long-term growth rate of 6.5% and a 14.5% discount rate. In 2016, the Tilibra® trade name has over performed the forecast used in the fourth quarter of 2015 quantitative test; however, the economic conditions in Brazil could deteriorate further triggering additional future reviews.

The fair values of the Mead®, Tilibra® and Hilroy® trade names are less than 30% above their carrying values. As of December 31, 2016, the carrying values of those trade names were as follows: Mead® ($113.3 million), Tilibra® ($63.0 million) and Hilroy® ($11.8 million).

The identifiable intangible assets of $58.0 million acquired in the PA Acquisition include amortizable customer relationships and trade names and were recorded at their estimated fair values. The values assigned were based on the estimated future discounted cash flows attributable to the assets. These future cash flows were estimated based on the historical cash flows and then adjusted for anticipated future changes, primarily expected changes in sales volume or price.

Amortizable customer relationships and trade names are being amortized over lives ranging from 12 to 30 years from the PA Acquisition date of May 2, 2016. The customer relationships are being amortized on an accelerated basis. The allocations of the identifiable intangibles acquired in the PA Acquisition are as follows:

| *(in millions of dollars)* | Fair Value | Remaining Useful Life Ranges |
|---|---|---|
| Customer relationships | $ 36.0 | 12 Years |
| Trade names - amortizable | 22.0 | 12-30 Years |
| Total identifiable intangibles acquired | $ 58.0 | |

The gross carrying value and accumulated amortization by class of identifiable intangible assets as of December 31, 2016 and 2015 were as follows:

| | December 31, 2016 | | | December 31, 2015 | | |
|---|---|---|---|---|---|---|
| *(in millions of dollars)* | Gross Carrying Amounts | Accumulated Amortization | Net Book Value | Gross Carrying Amounts | Accumulated Amortization | Net Book Value |
| Indefinite-lived intangible assets: | | | | | | |
| Trade names | $ 483.3 | $ (44.5) (1) | $ 438.8 | $ 471.8 | $ (44.5) (1) | $ 427.3 |
| Amortizable intangible assets: | | | | | | |
| Trade names | 121.2 | (48.8) | 72.4 | 122.6 | (61.7) | 60.9 |
| Customer and contractual relationships | 128.3 | (73.8) | 54.5 | 95.8 | (63.1) | 32.7 |
| Subtotal | 249.5 | (122.6) | 126.9 | 218.4 | (124.8) | 93.6 |
| Total identifiable intangibles | $ 732.8 | $ (167.1) | $ 565.7 | $ 690.2 | $ (169.3) | $ 520.9 |

(1) Accumulated amortization prior to the adoption of authoritative guidance on goodwill and other intangible assets, at which time further amortization ceased.

The Company's intangible amortization was $21.6 million, $19.6 million and $22.2 million for the years ended December 31, 2016, 2015 and 2014, respectively.

Estimated amortization expense for amortizable intangible assets for the next five years is as follows:

| *(in millions of dollars)* | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|
| Estimated amortization expense[2] | $ 20.1 | $ 17.5 | $ 15.0 | $ 12.4 | $ 9.9 |

(2) Actual amounts of amortization expense may differ from estimated amounts due to changes in foreign currency exchange rates, additional intangible asset acquisitions, impairment of intangible assets, accelerated amortization of intangible assets and other events.

## 10. Restructuring

During 2016, the Company initiated cost savings plans related to the consolidation and integration of the recently acquired Pelikan Artline business into the Company's already existing Australia and New Zealand business. Included in these plans are exit costs and liabilities associated with facility lease exits of $1.0 million and an IT contract termination of $0.7 million that were not recorded yet pursuant to GAAP rules. In addition, the Company initiated additional cost savings plans to further enhance its North America operations.

During 2014, we initiated restructuring actions that further enhanced our ongoing efforts to centralize, control and streamline our global and regional operational, supply chain and administrative functions, primarily associated with our North American school, office and Computer Products Group workforce. The remaining balance reported at December 31, 2015 has been substantially paid in 2016.

For the years ended December 31, 2016, 2015 and 2014, we recorded restructuring charges (credits) of $5.4 million, $(0.4) million and $5.5 million, respectively.

A summary of the activity in the restructuring accounts and a reconciliation of the liability for the year ended December 31, 2016 was as follows:

| *(in millions of dollars)* | Balance at December 31, 2015 | Provision | Cash Expenditures | Balance at December 31, 2016 |
|---|---|---|---|---|
| Employee termination costs | $ 0.9 | $ 5.2 | $ (4.7) | $ 1.4 |
| Termination of lease agreements | 0.1 | 0.2 | (0.2) | 0.1 |
| Total restructuring liability | $ 1.0 | $ 5.4 | $ (4.9) | $ 1.5 |

Management expects the $1.4 million employee termination costs balance to be substantially paid within the next twelve months.

A summary of the activity in the restructuring accounts and a reconciliation of the liability for the year ended December 31, 2015 was as follows:

| *(in millions of dollars)* | Balance at December 31, 2014 | Provision/(Credits) | Cash Expenditures | Non-cash Items/ Currency Change | Balance at December 31, 2015 |
|---|---|---|---|---|---|
| Employee termination costs | $ 7.8 | $ (0.6) | $ (6.0) | $ (0.3) | $ 0.9 |
| Termination of lease agreements | 0.6 | 0.2 | (0.7) | — | 0.1 |
| Total restructuring liability | $ 8.4 | $ (0.4) | $ (6.7) | $ (0.3) | $ 1.0 |

The Company's manufacturing facility located in the Czech Republic was sold during the second quarter of 2015 and generated net cash proceeds of $1.0 million. An immaterial gain was recognized on the sale and the cash proceeds are excluded from the table above.

A summary of the activity in the restructuring accounts and a reconciliation of the liability for the year ended December 31, 2014 was as follows:

| *(in millions of dollars)* | Balance at December 31, 2013 | Provision | Cash Expenditures | Non-cash Items/ Currency Change | Balance at December 31, 2014 |
|---|---|---|---|---|---|
| Employee termination costs | $ 19.1 | $ 4.3 | $ (15.3) | $ (0.3) | $ 7.8 |
| Termination of lease agreements | 1.4 | 0.5 | (1.5) | 0.2 | 0.6 |
| Asset impairments/net loss on disposal of assets resulting from restructuring activities | — | 0.6 | — | (0.6) | — |
| Other | — | 0.1 | (0.1) | — | — |
| Total restructuring liability | $ 20.5 | $ 5.5 | $ (16.9) | $ (0.7) | $ 8.4 |

The Company's East Texas, Pennsylvania manufacturing and distribution facility was sold during 2014 and generated net cash proceeds of $3.2 million. An immaterial loss was recognized on the sale and the cash proceeds are excluded from the table above.

## 11. Income Taxes

The components of income from continuing operations before income tax were as follows:

| *(in millions of dollars)* | 2016 | 2015 | 2014 |
|---|---|---|---|
| Domestic operations | $ 33.9 | $ 60.9 | $ 43.5 |
| Foreign operations | 91.2 | 70.5 | 93.5 |
| Total | $ 125.1 | $ 131.4 | $ 137.0 |

The reconciliation of income taxes computed at the U.S. federal statutory income tax rate of 35% to our effective income tax rate for continuing operations was as follows:

| *(in millions of dollars)* | 2016 | 2015 | 2014 |
|---|---|---|---|
| Income tax at U.S. statutory rate of 35% | $ 43.8 | $ 46.0 | $ 47.9 |
| State, local and other tax, net of federal benefit | 2.4 | 2.1 | 2.1 |
| U.S. effect of foreign dividends and withholding taxes | 4.6 | 3.9 | 7.4 |
| Unrealized foreign currency expense (benefit) on intercompany debt | 0.7 | (0.7) | (3.0) |
| Realized foreign exchange net loss on intercompany loans | (9.6) | — | — |
| Revaluation of previously held equity interest | (12.0) | — | — |
| Foreign income taxed at a lower effective rate | (4.6) | (5.6) | (8.6) |
| Interest on Brazilian Tax Assessment | 2.8 | 2.7 | 3.2 |
| Expiration of tax credits | 10.9 | 1.0 | 11.7 |
| Decrease in valuation allowance | (9.9) | (1.3) | (11.5) |
| Other | 0.5 | (2.6) | (3.8) |
| Income taxes as reported | $ 29.6 | $ 45.5 | $ 45.4 |
| Effective tax rate | 23.7% | 34.6% | 33.1% |

For 2016, we recorded income tax expense of $29.6 million on income before taxes of $125.1 million. The lower effective rate for 2016 of 23.7% is due to the following: 1) a tax benefit of $12.0 million on the previously held equity interest; due to no tax expense, under Australian tax law, on the $28.9 million gain arising from the PA Acquisition due to the revaluation of the Company's ownership interest to fair value and due to the release of a deferred tax liability related to a tax basis difference in the Pelikan Artline joint-venture assets, 2) a tax benefit of $9.6 million on a net foreign exchange loss on the repayment of intercompany loans, for which the pre-tax effect is recorded in equity and 3) earnings from foreign jurisdictions which are taxed at a lower rate. In addition, in 2016, the Foreign Tax Credit Carryover from 2007 of $10.9 million expired, and the associated valuation allowance on the carryover was removed; the combination of these two items does not affect income tax expense.

For 2015, we recorded income tax expense of $45.5 million on income before taxes of $131.4 million. The effective rate for 2015 of 34.6% approximated the U.S. statutory tax rate of 35%.

For 2014, we recorded income tax expense of $45.4 million on income before taxes of $137.0 million. The effective rate for 2014 of 33.1% was less than the U.S. statutory income tax rate primarily due to earnings from foreign jurisdictions, which are taxed at a lower rate. In 2014, the Foreign Tax Credit Carryover from 2005 of $11.7 million expired; the valuation allowance was also removed; the combination of these items does not affect income tax expense.

We continually review the need for establishing or releasing valuation allowances on our deferred tax attributes. In 2016, the Company had a net tax benefit from the release and generation of valuation allowances in U.S. state and certain foreign jurisdictions of $0.7 million. In 2015, the company had a net tax expense from the release and generation of valuation allowances in U.S. state and certain foreign jurisdictions of $0.3 million. In 2014, the company had a net tax expense from the release and generation of valuation allowances in U.S. state and certain foreign jurisdictions of $0.2 million.

The U.S. federal statute of limitations remains open for the year 2013 and forward. Foreign and U.S. state jurisdictions have statutes of limitations generally ranging from 2 to 5 years. Years still open to examination by foreign tax authorities in major jurisdictions include Australia (2012 forward), Brazil (2011 forward), Canada (2008 forward) and the U.K. (2014 forward). We are currently under examination in various foreign jurisdictions.

The components of the income tax expense (benefit) from continuing operations were as follows:

| *(in millions of dollars)* | 2016 | 2015 | 2014 |
|---|---|---|---|
| **Current expense** | | | |
| Federal and other | $ 0.7 | $ 2.1 | $ 1.6 |
| Foreign | 22.9 | 16.0 | 23.2 |
| Total current income tax expense | 23.6 | 18.1 | 24.8 |
| **Deferred expense** | | | |
| Federal and other | 3.5 | 22.8 | 15.4 |
| Foreign | 2.5 | 4.6 | 5.2 |
| Total deferred income tax expense | 6.0 | 27.4 | 20.6 |
| Total income tax expense | $ 29.6 | $ 45.5 | $ 45.4 |

The components of deferred tax assets (liabilities) were as follows:

| *(in millions of dollars)* | 2016 | 2015 |
|---|---|---|
| **Deferred tax assets** | | |
| Compensation and benefits | $ 20.7 | $ 17.3 |
| Pension | 28.6 | 27.9 |
| Inventory | 12.4 | 11.4 |
| Other reserves | 19.1 | 17.1 |
| Accounts receivable | 7.0 | 7.7 |
| Foreign tax credit carryforwards | — | 10.9 |
| Net operating loss carryforwards | 47.2 | 56.9 |
| Unrealized foreign currency benefit on intercompany debt | — | 3.0 |
| Other | 10.3 | 9.4 |
| Gross deferred income tax assets | 145.3 | 161.6 |
| Valuation allowance | (11.7) | (22.1) |
| Net deferred tax assets | 133.6 | 139.5 |
| **Deferred tax liabilities** | | |
| Depreciation | (12.6) | (16.0) |
| Identifiable intangibles | (240.4) | (240.7) |
| Gross deferred tax liabilities | (253.0) | (256.7) |
| Net deferred tax liabilities | $ (119.4) | $ (117.2) |

Deferred income taxes are not provided on certain undistributed earnings of foreign subsidiaries that are expected to be permanently reinvested in those companies, which aggregate to approximately $555 million and $540 million as of December 31, 2016 and at 2015, respectively. If these amounts were distributed to the U.S., in the form of a dividend or otherwise, we would be subject to additional U.S. income taxes. Determination of the amount of unrecognized deferred income tax liabilities on these earnings is not practicable.

As of December 31, 2016, $135.0 million of net operating loss carryforwards are available to reduce future taxable income of domestic and international companies. These loss carryforwards expire in the years 2017 through 2031 or have an unlimited carryover period.

Interest and penalties related to unrecognized tax benefits are recognized within "Income tax expense" in the Consolidated Statements of Income. As of December 31, 2016, we have accrued a cumulative amount of $12.5 million for interest and penalties on unrecognized tax benefits.

A reconciliation of the beginning and ending amount of unrecognized tax benefits were as follows:

| *(in millions of dollars)* | 2016 | 2015 | 2014 |
|---|---|---|---|
| Balance at beginning of year | $ 34.8 | $ 45.9 | $ 52.1 |
| Additions for tax positions of prior years | 3.0 | 3.0 | 3.5 |
| Reductions for tax positions of prior years | (0.5) | — | (4.2) |
| Increase resulting from foreign currency translation | 6.4 | — | — |
| Decrease resulting from foreign currency translation | — | (14.1) | (5.5) |
| Balance at end of year | $ 43.7 | $ 34.8 | $ 45.9 |

As of December 31, 2016, the amount of unrecognized tax benefits increased to $43.7 million, of which $42.0 million would affect our effective tax rate, if recognized. We expect the amount of unrecognized tax benefits to change within the next twelve months, but these changes are not expected to have a significant impact on our results of operations or financial position. None of the positions included in the unrecognized tax benefit relate to tax positions for which the ultimate deductibility is highly certain, but for which there is uncertainty about such deductibility.

***Income Tax Assessment***

In connection with our May 1, 2012 acquisition of Mead Consumer and Office Products business, we assumed all of the tax liabilities for the acquired foreign operations including Tilibra Produtos de Papelaria Ltda. ("Tilibra"). In December of 2012, the Federal Revenue Department of the Ministry of Finance of Brazil ("FRD") issued a tax assessment (the "Brazilian Tax Assessment") against Tilibra, which challenged the tax deduction of goodwill from Tilibra's taxable income for the year 2007. A second assessment challenging the deduction of goodwill from Tilibra's taxable income for the years 2008, 2009 and 2010 was issued by FRD in October 2013.

Tilibra is disputing both of the tax assessments through established administrative procedures. We believe we have meritorious defenses and intend to vigorously contest these matters; however, there can be no assurances that we will ultimately prevail. We are still in the administrative stages of the process to challenge the FRD's tax assessments, and the ultimate outcome will not be determined until the Brazilian tax appeal process is complete, which is expected to take a number of years. In addition, Tilibra's 2011-2012 tax years remain open and subject to audit, and there can be no assurances that we will not receive additional tax assessments regarding the goodwill for one or both of those years. The time limit for issuing an assessment for 2011 expires in January 2018. If the FRD's initial position is ultimately sustained, the amount assessed would materially and adversely affect our cash flow in the year of settlement.

Because there is no settled legal precedent on which to base a definitive opinion as to whether we will ultimately prevail, we consider the outcome of this dispute to be uncertain. Since it is not more likely than not that we will prevail, in 2012, we recorded a reserve in the amount of $44.5 million (at December 31, 2012 exchange rates) in consideration of this contingency, of which $43.3 million was recorded as an adjustment to the purchase price and which included the 2007-2012 tax years plus penalties and interest through December 2012. Included in this reserve is an assumption of penalties at 75%, which is the standard penalty. While there is a possibility that a penalty of 150% could be imposed, based on the facts in our case and existing precedent, we believe the likelihood of a 150% penalty being imposed is not more likely than not at December 31, 2016. In the meantime, we continue to actively monitor administrative and judicial court decisions and evaluate their impact, if any, on our legal assessment of the ultimate outcome of our case. In addition, we will continue to accrue interest related to this contingency until such time as the outcome is known or until evidence is presented that we are more likely than not to prevail. During 2016, 2015 and 2014, we accrued additional interest as a charge to current tax expense of $2.8 million, $2.7 million and $3.2 million, respectively. At current exchange rates, our accrual through December 31, 2016, including tax, penalties and interest is $37.3 million.

## 12. Earnings per Share

Total outstanding shares as of December 31, 2016 and 2015 were 107.9 million and 105.6 million, respectively. Under our stock repurchase program, for the year ended December 31, 2015, we repurchased and retired 7.7 million shares of common stock. No shares were repurchased during the year ended December 31, 2016. In addition, for the years ended December 31, 2016 and 2015 we acquired 0.7 million and 0.7 million of treasury shares respectively, primarily related to tax withholding for share-based compensation. The calculation of basic earnings per common share is based on the weighted average number of common shares outstanding in the year, or period, over which they were outstanding. Our calculation of diluted earnings per common share assumes that any common shares outstanding were increased by shares that would be issued upon exercise of those stock units for which the average market price for the period exceeds the exercise price less the shares that could have been purchased by the Company with the related proceeds, including compensation expense measured but not yet recognized, net of tax.

| *(in millions)* | 2016 | 2015 | 2014 |
|---|---|---|---|
| Weighted-average number of common shares outstanding — basic | 107.0 | 108.8 | 113.7 |
| Stock options | 0.8 | 0.2 | 0.1 |
| Stock-settled stock appreciation rights | — | 0.3 | 0.6 |
| Restricted stock units | 1.4 | 1.3 | 1.9 |
| Adjusted weighted-average shares and assumed conversions — diluted | 109.2 | 110.6 | 116.3 |

Awards of potentially dilutive shares of common stock, which have exercise prices that were higher than the average market price during the period, are not included in the computation of dilutive earnings per share as their effect would have been anti-dilutive. For the years ended December 31, 2016, 2015 and 2014, these shares were approximately 3.6 million, 5.5 million and 4.3 million, respectively.

## 13. Derivative Financial Instruments

We are exposed to various market risks, including changes in foreign currency exchange rates and interest rate changes. We enter into financial instruments to manage and reduce the impact of these risks, not for trading or speculative purposes. The counterparties to these financial instruments are major financial institutions. We continually monitor our foreign currency exposures in order to maximize the overall effectiveness of our foreign currency hedge positions. The majority of the Company's exposure to local currency movements is in Europe (both the Euro and the British pound), Australia, Canada, Brazil, Mexico and Japan. Principal currencies hedged include the U.S. dollar, Euro, Australian dollar, Canadian dollar, British pound and Japanese yen. We are subject to credit risk, which relates to the ability of counterparties to meet their contractual payment obligations or the potential non-performance by counterparties to financial instrument contracts. Management continues to monitor the status of our counterparties and will take action, as appropriate, to further manage our counterparty credit risk. There are no credit contingency features in our derivative financial instruments.

When hedge accounting is applicable, on the date we enter into a derivative, the derivative is designated as a hedge of the identified exposure. We measure the effectiveness of our hedging relationships both at hedge inception and on an ongoing basis.

*Forward Currency Contracts*

We enter into forward foreign currency contracts to reduce the effect of fluctuating foreign currencies, primarily on foreign denominated inventory purchases and intercompany loans.

Forward currency contracts are used to hedge foreign denominated inventory purchases for Europe, Canada, Australia and Japan and are designated as cash flow hedges. Unrealized gains and losses on these contracts for inventory purchases are deferred in other comprehensive income (loss) until the contracts are settled and the underlying hedged transactions are recognized, at which time the deferred gains or losses will be reported in the "Cost of products sold" line in the Consolidated Statements of Income. As of December 31, 2016 and 2015, the Company had cash flow designated foreign exchange contracts outstanding with a U.S. dollar equivalent notional value of $76.5 million and $68.2 million, respectively.

Forward currency contracts used to hedge foreign denominated intercompany loans are not designated as hedging instruments. Gains and losses on these derivative instruments are recognized within "Other expense (income), net" in the Consolidated Statements of Income and are largely offset by the change in the current translated value of the hedged item. The periods of the forward foreign

exchange contracts correspond to the periods of the hedged transactions, and do not extend beyond 2017. As of December 31, 2016 and 2015, we have undesignated foreign exchange contracts outstanding with a U.S. dollar equivalent notional value of $52.1 million and $33.3 million, respectively.

The following table summarizes the fair value of our derivative financial instruments as of December 31, 2016 and 2015:

| | Fair Value of Derivative Instruments | | | | | |
|---|---|---|---|---|---|---|
| | Derivative Assets | | | Derivative Liabilities | | |
| *(in millions of dollars)* | Balance Sheet Location | December 31, 2016 | December 31, 2015 | Balance Sheet Location | December 31, 2016 | December 31, 2015 |
| **Derivatives designated as hedging instruments:** | | | | | | |
| Foreign exchange contracts | Other current assets | $ 4.0 | $ 1.9 | Other current liabilities | $ — | $ 0.3 |
| **Derivatives not designated as hedging instruments:** | | | | | | |
| Foreign exchange contracts | Other current assets | 0.4 | 0.7 | Other current liabilities | 0.3 | 0.1 |
| Total derivatives | | $ 4.4 | $ 2.6 | | $ 0.3 | $ 0.4 |

The following tables summarize the pre-tax effect of the Company's derivative financial instruments on the Consolidated Statements of Income for the years ended December 31, 2016, 2015 and 2014:

| | The Effect of Derivative Instruments in Cash Flow Hedging Relationships on the Consolidated Financial Statements | | | | | | |
|---|---|---|---|---|---|---|---|
| | Amount of Gain (Loss) Recognized in OCI (Effective Portion) | | | Location of (Gain) Loss Reclassified from OCI to Income | Amount of (Gain) Loss Reclassified from AOCI to Income (Effective Portion) | | |
| *(in millions of dollars)* | 2016 | 2015 | 2014 | | 2016 | 2015 | 2014 |
| Cash flow hedges: | | | | | | | |
| Foreign exchange contracts | $ (0.1) | $ 8.2 | $ 6.9 | Cost of products sold | $ 2.5 | $ (10.9) | $ (3.5) |

| | The Effect of Derivatives Not Designated as Hedging Instruments on the Condensed Consolidated Statements of Operations | | | |
|---|---|---|---|---|
| | Location of (Gain) Loss Recognized in Income on Derivatives | Amount of (Gain) Loss Recognized in Income year ended December 31, | | |
| *(in millions of dollars)* | | 2016 | 2015 | 2014 |
| Foreign exchange contracts | Other expense (income), net | $ (2.0) | $ (0.5) | $ 1.3 |

## 14. Fair Value of Financial Instruments

In establishing a fair value, there is a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The basis of the fair value measurement is categorized in three levels, in order of priority, as described below:

| | |
|---|---|
| Level 1 | Unadjusted quoted prices in active markets for identical assets or liabilities |
| Level 2 | Unadjusted quoted prices in active markets for similar assets or liabilities, or |
| | Unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active, or |
| | Inputs other than quoted prices that are observable for the asset or liability |
| Level 3 | Unobservable inputs for the asset or liability |

We utilize the best available information in measuring fair value. Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

We have determined that our financial assets and liabilities described in "Note 13. Derivative Financial Instruments" are Level 2 in the fair value hierarchy. The following table sets forth our financial assets and liabilities that were accounted for at fair value on a recurring basis as of December 31, 2016 and 2015:

| *(in millions of dollars)* | December 31, 2016 | December 31, 2015 |
|---|---|---|
| Assets: | | |
| Forward currency contracts | $ 4.4 | $ 2.6 |
| Liabilities: | | |
| Forward currency contracts | 0.3 | 0.4 |

Our forward currency contracts are included in "Other current assets" or "Other current liabilities" and mature within 12 months. The forward foreign currency exchange contracts are primarily valued based on the foreign currency spot and forward rates quoted by the banks or foreign currency dealers. As such, these derivative instruments are classified within Level 2.

The fair values of cash and cash equivalents, notes payable to banks, accounts receivable and accounts payable approximate carrying amounts due principally to their short maturities. The carrying amount of total debt was $703.5 million and $729.0 million and the estimated fair value of total debt was $708.4 million and $740.3 million as of December 31, 2016 and 2015, respectively. The fair values are determined from quoted market prices, where available, and from investment bankers using current interest rates considering credit ratings and the remaining terms of maturity.

## 15. Accumulated Other Comprehensive Income (Loss)

Comprehensive income is defined as net income (loss) and other changes in stockholders' equity from transactions and other events from sources other than stockholders. The components of, and changes in, accumulated other comprehensive income (loss) were as follows:

| *(in millions of dollars)* | Derivative Financial Instruments | Foreign Currency Adjustments | Unrecognized Pension and Other Post-retirement Benefit Costs | Accumulated Other Comprehensive Income (Loss) |
|---|---|---|---|---|
| **Balance at December 31, 2014** | $ 2.7 | $ (166.0) | $ (129.3) | $ (292.6) |
| Other comprehensive income (loss) before reclassifications, net of tax | 5.8 | (136.7) | (0.5) | (131.4) |
| Amounts reclassified from accumulated other comprehensive income (loss), net of tax | (7.7) | — | 2.5 | (5.2) |
| **Balance at December 31, 2015** | 0.8 | (302.7) | (127.3) | (429.2) |
| Other comprehensive income (loss) before reclassifications, net of tax | — | 16.8 | (11.5) | 5.3 |
| Amounts reclassified from accumulated other comprehensive income, net of tax | 1.7 | — | 2.8 | 4.5 |
| **Balance at December 31, 2016** | $ 2.5 | $ (285.9) | $ (136.0) | $ (419.4) |

The reclassifications out of accumulated other comprehensive income (loss) for the years ended December 31, 2016, 2015 and 2014 were as follows:

| *(in millions of dollars)* | Year Ended December 31, 2016 | 2015 | 2014 | |
|---|---|---|---|---|
| **Details about Accumulated Other Comprehensive Income Components** | **Amount Reclassified from Accumulated Other Comprehensive Income** | | | **Location on Income Statement** |
| (Loss) gain on cash flow hedges: | | | | |
| Foreign exchange contracts | $ (2.4) | $ 10.9 | $ 3.5 | Cost of products sold |
| Tax expense | 0.7 | (3.2) | (1.0) | Income tax expense |
| Net of tax | $ (1.7) | $ 7.7 | $ 2.5 | |
| Defined benefit plan items: | | | | |
| Amortization of actuarial loss | $ (3.1) | $ (3.6) | $ (5.9) | (1) |
| Amortization of prior service cost | (0.4) | (0.1) | (0.3) | (1) |
| Total before tax | (3.5) | (3.7) | (6.2) | |
| Tax benefit | 0.7 | $ 1.2 | $ 2.1 | Income tax expense |
| Net of tax | $ (2.8) | $ (2.5) | $ (4.1) | |
| | | | | |
| Total reclassifications for the period, net of tax | $ (4.5) | $ 5.2 | $ (1.6) | |

(1) This accumulated other comprehensive income component is included in the computation of net periodic benefit cost (income) for pension and post-retirement plans (See "Note 5. Pension and Other Retiree Benefits" for additional details).

## 16. Information on Business Segments

The Company's three business segments are described below.

***ACCO Brands North America and ACCO Brands International***

ACCO Brands North America and ACCO Brands International design, market, source, manufacture and sell traditional office products, academic supplies and calendar products. ACCO Brands North America comprises the U.S. and Canada, and ACCO Brands International comprises the rest of the world, primarily Northern Europe, Australia, Brazil and Mexico.

Our business, academic and calendar product lines use name brands such as Artline®, AT-A-GLANCE®, Derwent®, Esselte®, Five Star®, GBC®, Hilroy®, Leitz®, Marbig®, Mead®, NOBO®, Quartet®, Rapid®, Rexel®, Swingline®, Tilibra®, Wilson Jones® and many others. Products and brands are not confined to one channel or product category and are sold based on end-user preference in each geographic location.

The majority of our office products, such as stapling, binding and laminating equipment and related consumable supplies, shredders and whiteboards, are used by businesses. Most of these end-users purchase their products from our customers, which include traditional office supply resellers, wholesalers and other retailers, including on-line retailers. We supply some of our products directly to large commercial and industrial end-users, and provide business machine maintenance and certain repair services. Additionally, we supply some similar private label products.

Our academic products include notebooks, folders, decorative calendars and stationery products. We distribute our academic products primarily through mass merchandisers and other retailers, such as grocery, drug and office superstores, as well as on-line retailers. We also distribute to small independent retailers in emerging markets and supply some private label academic products.

Our calendar products are sold through all the same channels where we sell business or academic products, as well as directly to consumers, both on-line and through direct mail.

Our customers are primarily large global and regional resellers of our products including traditional office supply resellers, wholesalers, on-line retailers and other retailers. Mass merchandisers and retail channels primarily sell to individual consumers but also to small businesses. We also sell to office supply retailers, commercial contract dealers, wholesalers, distributors and independent dealers who primarily serve commercial end-users. Over half of our product sales by our customers are to commercial end-users, who generally seek premium products that have added value or ease-of-use features and a reputation for reliability, performance and professional appearance. Some of our binding and laminating equipment products are sold directly to high-volume end-users and commercial reprographic centers. We also sell directly to consumers.

***Computer Products Group***

Our Computer Products Group designs, sources, distributes, markets and sells accessories for laptop and desktop computers and tablets. These accessories primarily include security products, input devices such as presenters, mice and trackballs, ergonomic aids such as foot and wrist rests, docking stations, and other PC and tablet accessories. We sell these products mostly under the Kensington®, Microsaver® and ClickSafe® brand names, with the majority of revenue coming from the U.S. and Northern Europe. Our computer products are manufactured by third-party suppliers, principally in Asia, and are distributed from our regional facilities. Our computer products are sold primarily to consumer electronics retailers, information technology value-added resellers, original equipment manufacturers, and office products retailers, as well as directly to consumers on-line.

Net sales by business segment for the years ended December 31, 2016, 2015 and 2014 were as follows:

| *(in millions of dollars)* | 2016 | 2015 | 2014 |
|---|---|---|---|
| ACCO Brands North America | $ 955.5 | $ 963.3 | $ 1,006.0 |
| ACCO Brands International | 485.0 | 426.9 | 546.9 |
| Computer Products Group | 116.6 | 120.2 | 136.3 |
| Net sales | $ 1,557.1 | $ 1,510.4 | $ 1,689.2 |

Operating income by business segment for the years ended December 31, 2016, 2015 and 2014 was as follows:

| *(in millions of dollars)* | 2016 | 2015 | 2014 |
|---|---|---|---|
| ACCO Brands North America | $ 150.6 | $ 147.6 | $ 140.7 |
| ACCO Brands International | 53.1 | 40.8 | 62.9 |
| Computer Products Group | 11.6 | 10.3 | 8.2 |
| Segment operating income | 215.3 | 198.7 | 211.8 |
| Corporate[(1)] | (48.0) | (35.2) | (38.2) |
| Operating income[(2)] | 167.3 | 163.5 | 173.6 |
| Interest expense | 49.3 | 44.5 | 49.5 |
| Interest income | (6.4) | (6.6) | (5.6) |
| Equity in earnings of joint-venture | (2.1) | (7.9) | (8.1) |
| Other expense, net | 1.4 | 2.1 | 0.8 |
| Income before income tax | $ 125.1 | $ 131.4 | $ 137.0 |

(1) Corporate operating income in 2016 includes transaction costs of $10.5 million, primarily for legal and due diligence expenditures associated with the Esselte and PA acquisitions. In 2015 this was $0.6 million.

(2) Operating income as presented in the segment table above is defined as i) net sales; ii) less cost of products sold; iii) less advertising, selling, general and administrative expenses; iv) less amortization of intangibles; and v) less restructuring charges.

The following table presents the measure of segment assets used by the Company's chief operating decision maker.

| *(in millions of dollars)* | December 31, 2016 | December 31, 2015 |
|---|---|---|
| ACCO Brands North America(3) | $ 378.1 | $ 413.8 |
| ACCO Brands International(3) | 397.2 | 335.0 |
| Computer Products Group(3) | 56.4 | 61.5 |
| Total segment assets | 831.7 | 810.3 |
| Unallocated assets | 1,232.0 | 1,142.0 |
| Corporate(3) | 0.8 | 1.1 |
| Total assets | $ 2,064.5 | $ 1,953.4 |

(3) Represents total assets, excluding: goodwill and identifiable intangibles resulting from business acquisitions, intercompany balances, cash, deferred taxes, prepaid pension assets, prepaid debt issuance costs and joint ventures accounted for on an equity basis.

As a supplement to the presentation of segment assets presented above, the table below presents segment assets, including the allocation of identifiable intangible assets and goodwill resulting from business combinations.

| *(in millions of dollars)* | December 31, 2016 | December 31, 2015 |
|---|---|---|
| ACCO Brands North America(4) | $ 1,171.3 | $ 1,220.7 |
| ACCO Brands International(4) | 742.6 | 531.5 |
| Computer Products Group(4) | 70.6 | 75.9 |
| Total segment assets | 1,984.5 | 1,828.1 |
| Unallocated assets | 79.2 | 124.2 |
| Corporate(4) | 0.8 | 1.1 |
| Total assets | $ 2,064.5 | $ 1,953.4 |

(4) Represents total assets, excluding: intercompany balances, cash, deferred taxes, prepaid pension assets, prepaid debt issuance costs and joint ventures accounted for on an equity basis.

Property, plant and equipment, net by geographic region was as follows:

| *(in millions of dollars)* | December 31, 2016 | December 31, 2015 |
|---|---|---|
| U.S. | $ 103.0 | $ 111.5 |
| Brazil | 36.8 | 31.9 |
| U.K. | 30.3 | 38.9 |
| Australia | 12.5 | 10.6 |
| Other countries | 15.8 | 16.2 |
| Property, plant and equipment, net | $ 198.4 | $ 209.1 |

Net sales by geographic region(5) for the years ended December 31, 2016, 2015 and 2014 were as follows:

| *(in millions of dollars)* | 2016 | 2015 | 2014 |
|---|---|---|---|
| U.S. | $ 894.4 | $ 904.3 | $ 921.0 |
| Australia | 156.5 | 91.8 | 108.5 |
| Canada | 121.7 | 121.4 | 150.6 |
| Brazil | 102.6 | 92.0 | 154.0 |
| Netherlands | 101.4 | 108.7 | 130.2 |
| U.K. | 59.1 | 76.4 | 89.1 |
| Mexico | 47.3 | 49.6 | 58.8 |
| Other countries | 74.1 | 66.2 | 77.0 |
| Net sales | $ 1,557.1 | $ 1,510.4 | $ 1,689.2 |

(5) Net sales are attributed to geographic areas based on the location of the selling subsidiaries.

***Top Customers***

Net sales to our five largest customers totaled $663.5 million, $637.7 million and $706.0 million for the years ended December 31, 2016, 2015 and 2014, respectively. Net sales to Staples, our largest customer, were $210.5 million (14%), $204.1 million (14%) and $224.1 million (13%) for the years ended December 31, 2016, 2015 and 2014, respectively. Net sales to Wal-Mart were $161.7 million (10%) for the year ended December 31, 2016. Net sales to Office Depot were $152.5 million (10%) and $190.9 million (11%) for the years ended December 31, 2015, and 2014, respectively. Net sales to no other customers exceeded 10% of net sales for any of the last three years.

A significant percentage of our sales are to customers engaged in the office products resale industry. Concentration of credit risk with respect to trade accounts receivable is partially mitigated because a large number of geographically diverse customers make up each operating company's domestic and international customer base, thus spreading the credit risk. As of December 31, 2016 and 2015, our top five trade account receivables totaled $162.2 million and $152.3 million, respectively.

## 17. Joint-Venture Investment

Summarized below is the financial information for the Pelikan Artline joint-venture, in which we owned a 50% non-controlling interest through May 1, 2016, which was accounted for under the equity method. Accordingly, we recorded our proportionate share of earnings or losses on the line entitled "Equity in earnings of joint-venture" in the "Consolidated Statements of Income."

On May 2, 2016, the Company completed the PA Acquisition and accordingly, the results of the Pelikan Artline joint-venture are included in the Company's condensed consolidated financial statements from the date of the PA Acquisition, May 2, 2016. See " Note 3. Acquisition" for details on the PA Acquisition.

| | Year Ended December 31, | | |
|---|---|---|---|
| *(in millions of dollars)* | 2016 | 2015 | 2014 |
| Net sales | $ 34.9 | $ 111.2 | $ 121.4 |
| Gross profit | 14.1 | 45.5 | 48.2 |
| Net income | 4.1 | 15.8 | 16.4 |

| | December 31, |
|---|---|
| *(in millions of dollars)* | 2015 |
| Current assets | $ 76.6 |
| Non-current assets | 43.6 |
| Current liabilities | 37.5 |
| Non-current liabilities | 13.1 |

## 18. Commitments and Contingencies

***Pending Litigation***

In connection with our May 1, 2012 acquisition of Mead C&OP, we assumed all of the tax liabilities for the acquired foreign operations, including Tilibra Produtos de Papelaria Ltda. ("Tilibra"). See "Note 11. Income Taxes - *Income Tax Assessment*" for details on tax assessments issued by the FRD against Tilibra, which challenged the tax deduction of goodwill from Tilibra's taxable income for the years 2007 through 2010.

There are various other claims, lawsuits and pending actions against us incidental to our operations. It is the opinion of management that (other than the Brazilian Tax Assessment) the ultimate resolution of these matters will not have a material adverse effect on our financial condition, results of operations or cash flow. However, there is no assurance that we will ultimately be successful in our defense of any of these matters or that an adverse outcome in any matter will not affect our results of operations, financial condition or cash flow.

***Lease Commitments***

Future minimum rental payments for all non-cancelable operating leases (reduced by minor amounts from subleases) as of December 31, 2016 were as follows:

| *(in millions of dollars)* | | |
|---|---|---|
| 2017 | $ | 22.2 |
| 2018 | | 18.5 |
| 2019 | | 16.6 |
| 2020 | | 15.1 |
| 2021 | | 12.2 |
| Thereafter | | 15.8 |
| Total minimum rental payments | | 100.4 |
| Less minimum rentals to be received under non-cancelable subleases | | 2.8 |
| Future minimum payments for operating leases, net of sublease rental income | $ | 97.6 |

Total rental expense reported in our Consolidated Statements of Income for all non-cancelable operating leases (reduced by minor amounts for subleases) amounted to $24.2 million, $21.2 million and $23.1 million for the years ended December 31, 2016, 2015 and 2014, respectively.

***Unconditional Purchase Commitments***

Future minimum payments under unconditional purchase commitments, primarily for inventory purchase commitments as of December 31, 2016 were as follows:

| *(in millions of dollars)* | | |
|---|---|---|
| 2017 | $ | 84.8 |
| 2018 | | 0.7 |
| 2019 | | — |
| 2020 | | — |
| 2021 | | — |
| Thereafter | | — |
| Total unconditional purchase commitments | $ | 85.5 |

***Environmental***

We are subject to national, state, provincial and/or local environmental laws and regulations concerning the discharge of materials into the environment and the handling, disposal and clean-up of waste materials and otherwise relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly remediation and other compliance efforts that we may undertake in the future. In the opinion of our management, compliance with the present environmental protection laws, before taking into account estimated recoveries from third parties, will not have a material adverse effect upon our capital expenditures, financial condition and results of operations or competitive position.

## 19. Quarterly Financial Information (Unaudited)

The following is an analysis of certain line items in the Consolidated Statements of Income by quarter for 2016 and 2015:

| *(in millions of dollars, except per share data)* | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|---|---|---|---|---|
| **2016** | | | | |
| Net sales[1] | $ 278.1 | $ 410.1 | $ 431.3 | $ 437.6 |
| Gross profit | 82.4 | 134.8 | 144.2 | 153.7 |
| Operating income | 6.5 | 45.4 | 55.7 | 59.7 |
| Net income | $ 4.8 | $ 61.9 | $ 22.7 | $ 6.1 |
| Per share: | | | | |
| Basic income per share [2] | $ 0.05 | $ 0.58 | $ 0.21 | $ 0.06 |
| Diluted income per share [2] | $ 0.04 | $ 0.57 | $ 0.21 | $ 0.06 |
| **2015** | | | | |
| Net sales[1] | $ 290.0 | $ 394.7 | $ 413.6 | $ 412.1 |
| Gross profit | 80.2 | 126.7 | 133.7 | 137.8 |
| Operating income | 2.6 | 49.2 | 54.8 | 56.9 |
| Net income (loss) | $ (5.8) | $ 27.7 | $ 32.6 | $ 31.4 |
| Per share: | | | | |
| Basic income (loss) per share [2] | $ (0.05) | $ 0.25 | $ 0.30 | $ 0.30 |
| Diluted income (loss) per share [2] | $ (0.05) | $ 0.25 | $ 0.30 | $ 0.29 |

(1) Historically, our business has experienced higher sales and earnings in the third and fourth quarters of the calendar year. Two principal factors contribute to this seasonality: (1) we are a major supplier of products related to the "back-to-school" season, which occurs principally from June through September for our North American business and from November through February for our Australian and Brazilian businesses; and (2) several products we sell lend themselves to calendar year-end purchase timing, including AT-A-GLANCE ® planners, paper organization and storage products (including bindery) and Kensington® computer accessories, which have higher sales in the fourth quarter driven by traditionally strong fourth-quarter sales of personal computers and tablets.

(2) The sum of the quarterly earnings per share amounts may not equal the total for the year due to the effects of rounding, dilution as a result of issuing common shares and repurchasing of common shares during the year.

## 20. Subsequent Events

***Acquisition of Esselte Group Holdings AB***

On January 31, 2017, ACCO Europe, an indirect wholly-owned subsidiary of the Company, completed its previously announced acquisition of Esselte Group Holdings AB (the "Esselte Acquisition"). The Esselte Acquisition was made pursuant to the share purchase agreement, dated October 21, 2016 (the "Purchase Agreement") among ACCO Europe, the Company and an entity controlled by J. W. Childs (the "Seller"), as amended.

The cash purchase price paid at closing was €296.9 million (US$317.7 million). A warranty and indemnity insurance policy held by the Company and ACCO Europe insures certain of Seller's contractual obligations to ACCO Europe under the Purchase Agreement for up to €40.0 million (US$42.8 million) for a period of up to seven years, subject to certain deductibles and limitations set forth in the policy.

Esselte Group Holdings AB ("Esselte") is a leading European manufacturer and marketer of branded business products. It takes products to market under the Leitz®, Rapid® and Esselte® brands in the storage and organization, stapling and punch, business machines and do-it-yourself tools product categories. The combination improves ACCO Brands' scale and enhances its position as an industry leader in Europe.

The Esselte Acquisition and related expenses were funded through the Euro Term Loan A (see below) and cash on hand. Transaction costs related to the Esselte Acquisition of $9.2 million were incurred during the year ended December 31, 2016 and were reported as advertising, selling, general and administrative expenses.

As part of the acquisition, the Company assumed an estimated $160 million of unfunded pension liabilities, net of associated deferred tax, predominantly in Germany.

The Company is unable to make all the disclosures required by ASC 805-10-50-2 at this time as the initial accounting and pro forma analysis for this business combination is incomplete.

***Third Amended and Restated Credit Agreement***

In connection with the consummation of the Esselte Acquisition, the Company entered into a Third Amended and Restated Credit Agreement (the "2017 Credit Agreement"), dated as of January 27, 2017 (the "Effective Date"), among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other agents and various lenders party thereto. The 2017 Credit Agreement amended and restated the Company's Second Amended and Restated Credit Agreement, dated April 28, 2015, as amended, among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other lenders party thereto (the "2015 Credit Agreement"). Borrowings under the 2017 Credit Agreement mature on January 27, 2022.

The 2017 Credit Agreement provides for a five-year senior secured credit facility, which consists of a €300 million (US$320.8 million) Euro denominated term loan facility (the "Euro Term Loan A"), an A$80 million (US$60.4 million) Australian Dollar denominated term loan facility (the "AUD Term Loan A" and together with the Euro Term Loan A, (the "2017 Term A Loan Facility"), and a US$400 million multi-currency revolving credit facility (the "2017 Revolving Facility"). At closing, borrowings under the 2017 Revolving Facility of US$91.3 million were applied toward, among other things, (i) the repayment of all outstanding U.S. Dollar denominated term loans under the 2015 Credit Agreement, (ii) the repayment of a portion of the Australian Dollar denominated term loans under the 2015 Credit Agreement, of which A$80 million (US$60.4 million) outstanding principal amount was continued under the AUD Term Loan A, and (iii) the payment of related financing fees and expenses. Immediately following the Effective Date, approximately US$156.7 million was available for borrowing under the 2017 Revolving Facility.

The Company is still considering the appropriate accounting treatment related to the 2017 Credit Agreement.

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

Not applicable.

## ITEM 9A. *CONTROLS AND PROCEDURES*

### (a) Management's Evaluation of Disclosure Controls and Procedures

We seek to maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in reports filed or submitted under the Securities Exchange Act of 1934, as amended (the "Exchange Act") is recorded, processed, summarized, and reported within the time periods specified in the applicable Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosures.

As of the end of the period covered by this report, our management, under the supervision and with the participation of our Disclosure Committee and our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of our disclosure controls and procedures. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective.

### (b) Changes in Internal Control over Financial Reporting

In May 2016, we completed the PA Acquisition, which represented $78.5 million of our consolidated net sales for the year ended December 31, 2016 and $70.4 million of consolidated assets as of December 31, 2016. As the PA Acquisition occurred in the second quarter of 2016, the scope of our evaluation of the effectiveness of internal control over financial reporting does not include Pelikan Artline. This exclusion is in accordance with the SEC's general guidance that an assessment of a recently acquired business may be omitted from our scope in the year of acquisition.

There were no changes in our internal control over financial reporting during the quarter ended December 31, 2016 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

### (c) Management’s Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934. Our internal control over financial reporting is designed by and under the supervision of our Chief Executive Officer and Chief Financial Officer and effected by management and our board of directors to provide reasonable assurance regarding the reliability of the Company’s financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles in the U.S.

In designing and evaluating our internal control over financial reporting, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable, and not absolute, assurance of achieving the desired control objective. Also, projections of any evaluation of the effectiveness of our internal control over financial reporting to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As required by Section 404 of the Sarbanes-Oxley Act of 2002, management assessed the effectiveness of the Company’s internal control over financial reporting as of December 31, 2016. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control-Integrated Framework (2013). Excluding the PA Acquisition, which represented $78.5 million of our consolidated net sales for the year ended December 31, 2016 and $70.4 million of consolidated assets as of December 31, 2016, our management concluded that our internal control over financial reporting was effective as of December 31, 2016.

The effectiveness of the Company’s internal control over financial reporting as of December 31, 2016 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report, which is included in Part II, Item 8. of this report.

## ITEM 9B. *OTHER INFORMATION*

Not applicable.

## PART III

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

Information required under this Item is contained in the Company's 2017 Definitive Proxy Statement, which is to be filed with the Securities and Exchange Commission prior to April 30, 2017, and is incorporated herein by reference.

*Code of Business Conduct*

The Company has adopted a code of business conduct as required by the listing standards of the New York Stock Exchange and rules of the Securities and Exchange Commission. This code applies to all of the Company's directors, officers and employees. The code of business conduct is published and available at the Investor Relations Section of the Company's internet website at www.accobrands.com. The Company will post on its website any amendments to, or waivers from, our code of business conduct applicable to any of its directors or executive officers. The foregoing information will be available in print to any shareholder who requests such information from ACCO Brands Corporation, Four Corporate Drive, Lake Zurich, IL 60047-2997, Attn: Office of the General Counsel.

As required by Section 303A.12(a) of the New York Stock Exchange Listed Company Manual, the Company's Chief Executive Officer certified to the NYSE within 30 days after the Company's 2016 Annual Meeting of Stockholders that he was not aware of any violation by the Company of the NYSE Corporate Governance Listing Standards.

### ITEM 11. *EXECUTIVE COMPENSATION*

Information required under this Item is contained in the Company's 2017 Definitive Proxy Statement, which is to be filed with the Securities and Exchange Commission prior to April 30, 2017, and is incorporated herein by reference.

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

*Equity Compensation Plan Information*

The following table gives information, as of December 31, 2016, about our common stock that may be issued upon the exercise of options and other equity awards under all compensation plans under which equity securities are reserved for issuance.

| Plan category | Number of securities to be issued upon exercise of outstanding options, warrants and rights (a) | Weighted-average exercise price of outstanding options, warrants and rights (b) | Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a) (c) |
|---|---|---|---|
| Equity compensation plans approved by security holders | 4,133,874 | $ 7.82 | 9,650,538 (1) |
| Equity compensation plans not approved by security holders | — | — | — |
| Total | 4,133,874 | $ 7.82 | 9,650,538 (1) |

(1) These are shares available for grant as of December 31, 2016 under the ACCO Brands Corporation Incentive Plan (the "Plan") pursuant to which the Compensation Committee of the Board of Directors or the Board of Directors may make various stock-based awards including grants of stock options, stock-settled appreciation rights, restricted stock, restricted stock units and performance stock units. In addition to these shares, shares covered by outstanding awards under the Plan that were forfeited or otherwise terminated may become available for grant under the Plan and, to the extent such shares have become available as of December 31, 2016, they are included in the table as available for grant.

Other information required under this Item is contained in the Company's 2017 Definitive Proxy Statement, which is to be filed with the Securities and Exchange Commission prior to April 30, 2017, and is incorporated herein by reference.

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

Information required under this Item is contained in the Company's 2017 Definitive Proxy Statement, which is to be filed with the Securities and Exchange Commission prior to April 30, 2017, and is incorporated herein by reference.

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

Information required under this Item is contained in the Company's 2017 Definitive Proxy Statement, which is to be filed with the Securities and Exchange Commission prior to April 30, 2017, and is incorporated herein by reference.

## PART IV

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

The following Exhibits are filed herewith or are incorporated by reference to exhibits previously filed with the Commission, as indicated in the description of each. We agree to furnish to the Commission upon request a copy of any instrument with respect to long-term debt not filed herewith as to which the total amount of securities authorized thereunder does not exceed 10 percent of our total assets on a consolidated basis.

(a) Financial Statements, Financial Statement Schedules and Exhibits

1. All Financial Statements

The following consolidated financial statements of the Company and its subsidiaries are filed as part of this report under Part II, Item 8. - Financial Statements and Supplementary Data:


| | Page |
|---|---|
| Reports of Independent Registered Public Accounting Firm | 48 |
| Consolidated Balance Sheets as of December 31, 2016 and 2015 | 49 |
| Consolidated Statements of Income for the years ended December 31, 2016, 2015 and 2014 | 50 |
| Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2016, 2015 and 2014 | 51 |
| Consolidated Statements of Cash Flows for the years ended December 31, 2016, 2015 and 2014 | 52 |
| Consolidated Statements of Stockholders' Equity for the years ended December 31, 2016, 2015 and 2014 | 53 |
| Notes to Consolidated Financial Statements | 54 |


2. Financial Statement Schedule:

Schedule II - Valuation and Qualifying Accounts and Reserves, for each of the years ended December 31, 2016, 2015 and 2014.

3. Exhibits:

A list of exhibits filed or furnished with this Report on Form 10-K (or incorporated by reference to exhibits previously filed or furnished by the Company) is provided in the accompanying Exhibit Index.

## EXHIBIT INDEX

| Number | Description of Exhibit |
|---|---|
| | *Plans of acquisition, reorganization, arrangement, liquidation or succession* |
| 2.1 | Share Sale Agreement, dated as of March 22, 2016, among ACCO Brands Australia Pty Limited, Bigadale Pty Limited, Andrew Kaldor, Cherington Investments Pty Ltd, Freiburg Nominees Proprietary Limited and Enora Pty Ltd and certain Guarantors named therein. (incorporated by reference to Exhibit 2.1 to Form 8-K filed by the Registrant on March 21, 2016 (File No. 001-08454)) |
| 2.2 | Share Purchase Agreement, dated as of October 21, 2016, among ACCO Brands Corporation, ACCO Europe Limited and Esselte Group Holdings (Luxembourg) S.A. (incorporated by reference to Exhibit 2.1 to Form 8-K filed by the Registrant on October 24, 2016 (File No. 001-08454)) |
| 2.3 | Amendment Deed, dated as of January 31, 2017, to Share Purchase Agreement among ACCO Brands Corporation, ACCO Europe Limited and Esselte Group Holdings (Luxembourg) S.A.* |
| | *Certificate of Incorporation and Bylaws* |
| 3.1 | Restated Certificate of Incorporation of ACCO Brands Corporation, as amended (incorporated by reference to Exhibit 3.1 to Form 8-K filed by the Registrant on May 19, 2008 (File No. 001-08454)) |
| 3.2 | Certificate of Designation of Series A Junior Participating Preferred Stock (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed August 17, 2005 (File No. 001-08454)) |
| 3.3 | Certificate of Elimination of the Series A Junior Participating Preferred Stock of the Company, as filed with the Secretary of State of the State of Delaware on September 11, 2015 (incorporated by reference to Exhibit 3.2 to ACCO Brands Corporation's Current Report on Form 8-K filed with the SEC on September 11, 2015 (File No. 001-08454)) |
| 3.4 | By-laws of ACCO Brands Corporation, as amended through December 9, 2015 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed December 14, 2015 (File No. 001-08454)) |
| | *Instruments defining the rights of security holders, including indentures* |
| 4.1 | Indenture, dated as of December 22, 2016, among ACCO Brands Corporation, as issuer, the guarantors named therein, and Wells Fargo Bank, National Association, as trustee* |
| | *Material Contracts* |
| 10.1 | Tax Allocation Agreement, dated as of August 16, 2005, between ACCO World Corporation and Fortune Brands, Inc. (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K dated August 12, 2005 and filed August 17, 2005 (File No. 001-08454)) |
| 10.2 | Separation Agreement, dated November 17, 2011, by and between MeadWestvaco and Monaco SpinCo Inc. (incorporated by reference to Exhibit 10.1 of Registrant's Form 8-K filed on November 22, 2011 (File No. 001-08454)) |
| 10.3 | Employee Benefits Agreement, dated as of November 17, 2011, by and among MeadWestvaco Corporation, Monaco Spinco Inc. and ACCO Brands Corporation. (incorporated by reference to Exhibit 10.3 of Registrant's Form S-4/A filed on February 13, 2012 (File No. 333-178869)) |
| 10.4 | Amendment No. 1, dated as of March 19, 2012, to the Separation Agreement, dated as of November 17, 2011, by and among MeadWestvaco Corporation and Monaco SpinCo Inc. (incorporated by reference to Exhibit 10.1 to Form 8-K filed by the Registrant on March 22, 2012 (File No. 001-08454)) |

**EXHIBIT INDEX**

| Number | Description of Exhibit |
|---|---|
| 10.5 | Tax Matters Agreement, effective as of May 1, 2012, among the Company, MeadWestvaco Corporation and Monaco SpinCo Inc. (incorporated by reference to Exhibit 10.2 of the Registrant's Form 8-K filed on May 7, 2012 (File No. 001-08454)) |
| 10.6 | Second Amended and Restated Credit Agreement, dated as of April 28, 2015, among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the lenders party thereto (incorporated by reference to Exhibit 10.2 to Form 10-Q filed by the Registrant on July 29, 2015 (File No. 001-08454)) |
| 10.7 | First Amendment, dated as of July 7, 2015, to the Second Amended and Restated Credit Agreement, dated as of April 28, 2015, among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the lenders party thereto (incorporated by reference to Exhibit 10.3 to Form 10-Q filed by the Registrant on July 29, 2015 (File No. 001-08454)) |
| 10.8 | Second Amendment and Additional Borrower Consent, dated as of May 1, 2016, among the Company, certain guarantor subsidiaries of the Company, Bank of America, N.A., as administrative agent and the other lenders party thereto. (incorporated by reference to Exhibit 10.1 to ACCO Brands Corporation's Current Report on Form 8-K filed with the SEC on May 2, 2016 (File No. 001-08454)) |
| 10.9 | Third Amendment to Second Amended and Restated Credit Agreement, dated as of October 21, 2016, by and among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other lenders party hereto. (incorporated by reference to Exhibit 10.1 to ACCO Brands Corporation's Current Report on Form 8-K filed with the SEC on October 24, 2016 (File No. 001-08454)) |
| 10.10 | Amendment to the Third Amendment to the Second Amended and Restated Credit Agreement, dated as of January 27, 2017, among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other lenders party hereto.* |
| 10.11 | Third Amended and Restated Credit Agreement, dated as of January 27, 2017, among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other agents and various lenders party hereto.* |

*Executive Compensation Plans and Management Contracts*

| Number | Description of Exhibit |
|---|---|
| 10.12 | ACCO Brands Corporation Executive Severance Plan (effective December 1, 2007) (incorporated by reference to Exhibit 10.1 to Form 8-K filed by the Registrant on November 29, 2007 (File No. 001-08454)) |
| 10.13 | Form of Indemnification Agreement (incorporated by reference to Exhibit 10.1 to Form 8-K filed by the Registrant on December 24, 2008 (File No. 001-08454)) |
| 10.14 | Amended and Restated ACCO Brands Deferred Compensation Plan for Non-Employee Directors, effective December 14, 2009 (incorporated by reference to Exhibit 10.41 to Form 10-K filed by the Registrant on February 26, 2010 (File No. 001-089454)) |
| 10.15 | Amendment to Deferred Compensation Plan for Non-Employee Directors, effective January 1, 2014 (incorporated by reference to Exhibit 10.15 to Form 10-K filed by the Registrant on February 25, 2014 (File No. 001-089454)) |
| 10.16 | Form of 2011 Amended and Restated Incentive Plan Directors Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.16 to Form 10-K filed by the Registrant on February 25, 2014 (File No. 001-089454)) |
| 10.17 | Letter agreement, dated November 4, 2008, from ACCO Brands Corporation to Christopher M. Franey (incorporated by reference to Exhibit 10.42 to Form 10-K filed by the Registrant on February 26, 2010 (File No. 001-08454)) |
| 10.18 | 2011 Amended and Restated ACCO Brands Corporation Incentive Plan (incorporated by reference to Exhibit 10.1 to ACCO Brands Corporation's Current Report on Form 8-K filed with the SEC on May 20, 2011 (File No. 001-08454)) |

**EXHIBIT INDEX**

| Number | Description of Exhibit |
| --- | --- |
| 10.19 | Form of Directors Restricted Stock Unit Award Agreement under the 2011 Amended and Restated ACCO Brands Corporation Incentive Plan (incorporated by reference to Exhibit 10.2 to ACCO Brands Corporation's Current Report on Form 8-K filed with the SEC on May 20, 2011 (File No. 001-08454)) |
| 10.20 | Form of Nonqualified Stock Option Agreement under the 2011 Amended and Restated ACCO Brands Corporation Incentive Plan (incorporated by reference to Exhibit 10.3 to ACCO Brands Corporation's Current Report on Form 8-K filed with the SEC on May 20, 2011 (File No. 001-08454)) |
| 10.21 | Amendment of 2011 Amended and Restated ACCO Brands Corporation Incentive Plan (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed on April 24, 2012 (File No. 001-08454)) |
| 10.22 | Amendment of the ACCO Brands Corporation Executive Severance Plan, adopted as of October 23, 2012 (incorporated by reference to Exhibit 10.1 to Form 10-Q filed by the Registrant on October 31, 2012 (File No. 001-08454)) |
| 10.23 | Form of Non-qualified Stock Option Agreement (Robert J. Keller) under the 2011 Amended and Restated Incentive Plan (incorporated by reference to Exhibit 10.2 of the Registrant's Form 8-K filed on February 26, 2013 (File No. 001-08454)) |
| 10.24 | Form of Performance Stock Unit Award Agreement under the 2011 Amended and Restated Incentive Plan (incorporated by reference to Exhibit 10.3 of the Registrant's Form 8-K filed on February 26, 2013 (File No. 001-08454)) |
| 10.25 | ACCO Brands 2013 Annual Incentive Plan (incorporated by reference to 10.5 of the Registrant’s Form 10-Q filed May 8, 2013 (File No. 001-08454)) |
| 10.26 | Form of Performance Stock Unit Award Agreement under the 2011 Amended and Restated Incentive Plan (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed on March 10, 2014 (File No. 001-08454)) |
| 10.27 | Form of Non-qualified Stock Option Agreement under the 2011 Amended and Restated Incentive Plan (incorporated by reference to Exhibit 10.2 of the Registrant's Form 8-K filed on March 10, 2014 (File No. 001-08454)) |
| 10.28 | Form of Restricted Stock Unit Award Agreement under the 2011 Amended and Restated Incentive Plan (incorporated by reference to Exhibit 10.3 of the Registrant's Form 8-K filed on March 10, 2014 (File No. 001-08454)) |
| 10.29 | Second Amendment of 2011 Amended and Restated ACCO Brands Corporation Incentive Plan (incorporated by reference to Exhibit 10.4 to Form 10-Q filed by the Registrant on April 30, 2014 (File No. 001-08454)) |
| 10.30 | ACCO Brands Corporation Annual Incentive Plan (incorporated by reference to Exhibit 4.4 of the Registrant’s Form S-8 filed May 12, 2015 (File No. 001-08454)) |
| 10.31 | Form of Directors Restricted Stock Unit Award Agreement under the ACCO Brands Corporation Incentive Plan (incorporated by reference to Exhibit 10.1 to ACCO Brands Corporation's Current Report on Form 8-K filed with the SEC on May 18, 2015 (File No. 001-08454)) |
| 10.32 | Form of Restricted Stock Unit Award Agreement under the ACCO Brands Corporation Incentive Plan (incorporated by reference to Exhibit 10.2 to ACCO Brands Corporation's Current Report on Form 8-K filed with the SEC on May 18, 2015 (File No. 001-08454)) |
| 10.33 | Form of Performance Stock Unit Award Agreement under the ACCO Brands Corporation Incentive Plan (incorporated by reference to Exhibit 10.3 to ACCO Brands Corporation's Current Report on Form 8-K filed with the SEC on May 18, 2015 (File No. 001-08454)) |
| 10.34 | Form of Nonqualified Stock Option Award Agreement under the ACCO Brands Corporation Incentive Plan (incorporated by reference to Exhibit 10.4 to ACCO Brands Corporation's Current Report on Form 8-K filed with the SEC on May 18, 2015 (File No. 001-08454)) |
| 10.35 | Form of 2016-2018 Performance-Based Cash Award Agreement under the ACCO Brands Corporation Incentive Plan* |

## EXHIBIT INDEX

| Number | Description of Exhibit |
| --- | --- |
| | *Other Exhibits* |
| 21.1 | Subsidiaries of the Registrant* |
| 23.1 | Consent of KPMG LLP* |
| 24.1 | Power of attorney* |
| 31.1 | Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002* |
| 31.2 | Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002* |
| 32.1 | Certification of the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002* |
| 32.2 | Certification of the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002* |
| 101 | The following financial statements from the Company's Annual Report on Form 10-K for the year ended December 31, 2016 formatted in XBRL (eXtensible Business Reporting Language): (i) the Consolidated Balance Sheets as of December 31, 2016 and 2015, (ii) the Consolidated Statements of Income for the years ended December 31, 2016, 2015 and 2014, (iii) the Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2016, 2015 and 2014, (iv) the Consolidated Statements of Cash Flows for the years ended December 31, 2016, 2015 and 2014, (v) Consolidated Statements of Stockholders Equity for the years ended December 31, 2016, 2015 and 2014, and (vi) related notes to those financial statements* |
| * | Filed herewith. |

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

REGISTRANT:

**ACCO BRANDS CORPORATION**

By: /s/ Boris Elisman
Boris Elisman
*Chairman, President and Chief Executive Officer (principal executive officer)*

By: /s/ Neal V. Fenwick
Neal V. Fenwick
*Executive Vice President and Chief Financial Officer (principal financial officer)*

By: /s/ Kathleen D. Schnaedter
Kathleen D. Schnaedter
*Senior Vice President, Corporate Controller and Chief Accounting Officer (principal accounting officer)*

February 27, 2017

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed on its behalf by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|---|
| /s/ Boris Elisman<br>Boris Elisman | Chairman, President and Chief Executive Officer (principal executive officer) | February 27, 2017 |
| /s/ Neal V. Fenwick<br>Neal V. Fenwick | Executive Vice President and Chief Financial Officer (principal financial officer) | February 27, 2017 |
| /s/ Kathleen D. Schnaedter<br>Kathleen D. Schnaedter | Senior Vice President, Corporate Controller and Chief Accounting Officer (principal accounting officer) | February 27, 2017 |
| /s/ Robert J. Keller*<br>Robert J. Keller | Director | February 27, 2017 |
| /s/ George V. Bayly*<br>George V. Bayly | Director | February 27, 2017 |
| /s/ James A. Buzzard*<br>James A. Buzzard | Director | February 27, 2017 |

| Signature | Title | Date |
| --- | --- | --- |
| /s/ Kathleen S. Dvorak*<br>Kathleen S. Dvorak | Director | February 27, 2017 |
| /s/ Robert H. Jenkins*<br>Robert H. Jenkins | Director | February 27, 2017 |
| /s/ Pradeep Jotwani*<br>Pradeep Jotwani | Director | February 27, 2017 |
| /s/ Thomas Kroeger*<br>Thomas Kroeger | Director | February 27, 2017 |
| /s/ Graciela Monteagudo*<br>Graciela Monteagudo | Director | February 27, 2017 |
| /s/ Hans Michael Norkus*<br>Hans Michael Norkus | Director | February 27, 2017 |
| /s/ E. Mark Rajkowski*<br>E. Mark Rajkowski | Director | February 27, 2017 |
| /s/ Neal V. Fenwick<br>* Neal V. Fenwick as<br>Attorney-in-Fact | | |

**ACCO Brands Corporation**

**VALUATION AND QUALIFYING ACCOUNTS AND RESERVES**

**SCHEDULE II**

**Allowances for Doubtful Accounts**

Changes in the allowances for doubtful accounts were as follows:

| | Year Ended December 31, | | |
|---|---|---|---|
| *(in millions of dollars)* | 2016 | 2015 | 2014 |
| Balance at beginning of year | $ 4.8 | $ 5.5 | $ 6.1 |
| Additions charged to expense | 0.2 | 3.2 | 1.0 |
| Deductions - write offs | (0.8) | (3.5) | (1.3) |
| PA Acquisition | 0.1 | — | — |
| Foreign exchange changes | 0.2 | (0.4) | (0.3) |
| Balance at end of year | $ 4.5 | $ 4.8 | $ 5.5 |

**Allowances for Sales Returns and Discounts**

Changes in the allowances for sales returns and discounts were as follows:

| | Year Ended December 31, | | |
|---|---|---|---|
| *(in millions of dollars)* | 2016 | 2015 | 2014 |
| Balance at beginning of year | $ 11.7 | $ 12.0 | $ 12.9 |
| Additions charged to expense | 22.5 | 30.3 | 37.4 |
| Deductions - returns | (24.9) | (30.4) | (38.4) |
| Foreign exchange changes | 0.1 | (0.2) | 0.1 |
| Balance at end of year | $ 9.4 | $ 11.7 | $ 12.0 |

**Allowances for Cash Discounts**

Changes in the allowances for cash discounts were as follows:

| | Year Ended December 31, | | |
|---|---|---|---|
| *(in millions of dollars)* | 2016 | 2015 | 2014 |
| Balance at beginning of year | $ 2.2 | $ 2.0 | $ 2.2 |
| Additions charged to expense | 13.6 | 14.2 | 15.5 |
| Deductions - discounts taken | (14.1) | (13.9) | (15.6) |
| PA Acquisition | 0.2 | — | — |
| Foreign exchange changes | (0.1) | (0.1) | (0.1) |
| Balance at end of year | $ 1.8 | $ 2.2 | $ 2.0 |

**ACCO Brands Corporation**

**VALUATION AND QUALIFYING ACCOUNTS AND RESERVES**

**SCHEDULE II (Continued)**

**Warranty Reserves**

Changes in the reserve for warranty claims were as follows:

| | Year Ended December 31, | | |
|---|---|---|---|
| ***(in millions of dollars)*** | **2016** | **2015** | **2014** |
| Balance at beginning of year | $ 1.7 | $ 1.8 | $ 2.2 |
| Provision for warranties issued | 2.2 | 1.8 | 2.0 |
| Deductions - settlements made (in cash or in kind) | (2.2) | (1.8) | (2.4) |
| PA Acquisition | 0.3 | — | — |
| Foreign exchange changes | (0.1) | (0.1) | — |
| Balance at end of year | $ 1.9 | $ 1.7 | $ 1.8 |

**Income Tax Valuation Allowance**

Changes in the deferred tax valuation allowances were as follows:

| | Year Ended December 31, | | |
|---|---|---|---|
| ***(in millions of dollars)*** | **2016** | **2015** | **2014** |
| Balance at beginning of year | $ 22.1 | $ 23.9 | $ 33.0 |
| (Credits) charges to expense | (0.7) | (0.3) | 0.2 |
| Credited to other accounts | (9.3) | (1.1) | (8.7) |
| Foreign exchange changes | (0.4) | (0.4) | (0.6) |
| Balance at end of year | $ 11.7 | $ 22.1 | $ 23.9 |

See accompanying report of independent registered public accounting firm.

**Exhibit 2.3**

**EXECUTION VERSION**

**31 January 2017**

**ESSELTE GROUP HOLDINGS (LUXEMBOURG) S.A.**

(as **Vendor**)

**ACCO EUROPE LIMITED**

(as **Purchaser**)

and

**ACCO BRANDS CORPORATION**

(as **Purchaser Guarantor**)

---

# AMENDMENT DEED

related to a

# SHARE PURCHASE AGREEMENT DATED 21 OCTOBER 2016

---

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000

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**THIS AGREEMENT** is made on 31 January 2017

**BETWEEN**

(1) **ESSELTE GROUP HOLDINGS (LUXEMBOURG) S.A.**, a company registered in the Grand-Duché de Luxembourg, registered under number B117244, whose registered office is at 2A rue Nicolas Bové, L-1253 Luxembourg (the "**Vendor**");

(2) **ACCO EUROPE LIMITED**, a company incorporated in England and Wales with registered number 02142066 and having its registered office at Oxford House, Oxford Road, Aylesbury, Buckinghamshire, HP21 8SZ, United Kingdom (the " **Purchaser**"); and

(3) **ACCO BRANDS CORPORATION**, a company incorporated under the laws of Delaware, registered under number 001-08454, whose registered office is at Four Corporate Drive, Lake Zurich, Illinois 60047-8997, United States of America (the "**Purchaser Guarantor**").

**WHEREAS**

(A) The parties hereto entered into an agreement on 21 October 2016 relating to the sale and purchase of the entire issued share capital of Esselte Group Holdings AB, a company incorporated and registered in Sweden with company number 556628-0284 and having its registered office in Stockholm, Sweden (the "**Agreement**").

(B) The parties wish to amend the Agreement on the basis set out in this amendment deed (this "**Deed**") in accordance with clause 20.3 of the Agreement.

(C) This Deed is supplemental to, should be read in conjunction, and construed as one document, with the Agreement.

**IT IS AGREED THAT**

**1. DEFINITIONS AND INTERPRETATION**

Terms used in this Deed shall, unless otherwise defined herein or the context otherwise requires, bear the meaning ascribed to them in the Agreement.

**2. AMENDMENTS**

2.1 Each of the parties to this Deed hereby agrees that with effect from the date hereof the Agreement shall be amended in accordance with the changes set forth below:

(a) Clause 6.1 of the Agreement shall be deleted and replaced as follows:

"Completion shall take place at the offices of Mannheimer Swartling Advokatbyrå AB, at Norrlandsgatan 21, 111 87 Stockholm (or at any other place as agreed in writing by the Vendor and the Purchaser):

(a) with effect from 11.59 p.m. (Stockholm time) on 31 January 2017;

(b) if Completion is deferred in accordance with Clause 6.5, with effect from 11.59 p.m. (Stockholm time) on the date to which it is deferred; or

(c) any other date and/or time agreed in writing by the Vendor and the Purchaser.";

(b) in Clause 1.1 of the Agreement, reference to "the Exchange Rate as at the Completion Date" in the definitions of each of "Escrow Amount" and "Specified Tax Escrow Amount"

shall be deleted and replaced with: "the Exchange Rate as at 27 January 2017, being 1.07055 US dollars to 1 euro";

(c) in Clause 1.1 of the Agreement, reference to "at least five (5) Business Days before Completion" in the definition of "Completion Disclosure Letter" shall be deleted and replaced with: "on Completion";

(d) Clause 5.6 of the Agreement shall be deleted and replaced as follows: "The Vendor shall, by no later than 25 January 2017, notify the Purchaser of the First Option Amount due to each Optionholder.";

(e) the following clause shall be inserted as a new Clause 7.12 of the Agreement: "The Purchaser intends to cause any Subsidiaries that are organised in France to be directly or indirectly transferred to the subsidiaries of the Purchaser Guarantor that are organised in France, and the Purchaser intends to effect this transfer immediately after Completion, all in accordance with, and for the purpose of applying, the provisions of section 223 B, c, of the French tax code (*code général des impôts*). The Purchaser acknowledges and agrees that the Vendor shall not be liable in respect of any claim arising out of, or in connection with, this Agreement if and to the extent that it is caused or increased by such transfer."; and

(f) in paragraph 1.1(a)(ii) of Schedule 3 (*Completion Obligations*) to the Agreement, the following words shall be deleted: "together with evidence that the process for cancellation (Sw. *dödande av förkommen handling*) of any lost share certificates has been initiated with the Swedish Companies Registration Office".

## 3. OTHER AGREEMENTS

3.1 Tax Elections. The parties agree that Purchaser may make, at its discretion, an election under section 338 of the U.S. Internal Revenue Code with respect to Esselte European Holdings (Luxembourg) S.à r.l. and any of its direct or indirect subsidiaries that are corporations for U.S. federal income tax purposes.

3.2 Fourth Indemnity Escrow Amount. The parties agree that the Fourth Indemnity Escrow Amount, as defined in the Agreement, is zero. The fact that the Fourth Indemnity Escrow Amount is zero shall not affect the Vendor's obligations under the Agreement in connection with the Fourth Indemnity Matters, including under Clause 10 (*Indemnities*) and Clause 11 (*Escrow*) and subject to the remaining provisions of the Agreement.

3.3 Italian security release. Any failure to execute in notarial form the Italian law governed deed of release in accordance with clause 9.1(b) of the Global Deed of Release by and among Esselte AB, Citibank, N.A., London Branch and Citibank Europe plc, UK Branch, delivered by the Vendor in accordance with paragraph 1.1(a)(viii) of Schedule 3 to the Agreement shall not entitle the Purchaser to exercise any rights it may have (if any) as a result of such failure under Clauses 6.5(b) or 6.5(c) of the Agreement.

## 4. COUNTERPARTS

This Deed may be executed in any number of counterparts. Each counterpart shall constitute an original of this Deed but all the counterparts together shall constitute but one and the same instrument.

## 5. GENERAL

5.1 Save as varied by this Deed, the Agreement remains in full force and effect.

5.2 Clauses 1.2 to 1.4 (inclusive), 1.6, 15 (*Confidentiality and Announcements*), 17 (*Further Assurance*), 19 (*Effect of Completion*), 20 (*Waiver and Variation* ), 21 (*Invalidity*), 22 (*Assignment*), 24 (*Notices*), 25 (*Costs and Transfer Taxes* ), 26 (*Rights of Third Parties*) and 29 (*Process Agent*) of the Agreement shall apply *mutatis mutandis* to this Deed.

## 6. GOVERNING LAW AND JURISDICTION

6.1 This Deed and any dispute or claim (including non-contractual disputes or claims) or rights or obligations arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

6.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Disputes, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

6.3 For the purposes of this Clause 6, "**Dispute**" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Deed or its subject matter, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Deed or the consequences of its nullity and also including any dispute, controversy, claim or difference relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Deed.

This Deed has been entered into on the date stated at the beginning of it.

| | | |
|---|---|---|
| **ESSELTE GROUP HOLDINGS** | ) | |
| **(LUXEMBOURG) S.A.** | ) | |
| SIGNED and delivered as a deed by Adam Suttin | ) | /s/ Adam Suttin |
| | | ............................................................ |
| | | Director |

In the presence of:

Witness's Signature /s/ Arthur Chan

Name: Arthur Chan

Address: Apartment 42,

Discovery Park West

London E14 9RT

| | | |
|---|---|---|
| **ACCO EUROPE LIMITED** | ) | |
| SIGNED and delivered as a deed by | ) | |
| Pamela Schneider | ) | /s/ Pamela R. Schneider |
| | ) | ............................................................ |
| | | Director |

In the presence of:

Witness's Signature /s/ Emily Cridland

Name: Emily Cridland

Address: 99 Bishopsgate

London

EC2M 3XF

| **ACCO BRANDS CORPORATION** | ) | /s/ Mark Anderson |
| --- | --- | --- |
| SIGNED and delivered as a deed by | ) | |
| Mark Anderson | ) | |
| | | ............................................................ |
| | | Authorised Signatory |

In the presence of:

Witness's Signature /s/ Emily Cridland

Name: Emily Cridland

Address: 99 Bishopsgate

London

EC2M 3XF

*EXECUTION VERSION*

**Exhibit 4.1**

**ACCO BRANDS CORPORATION**

**as Issuer,**
**and the Guarantors named herein**

**5.25% Senior Notes due 2024**

---

# INDENTURE

**Dated as of December 22, 2016**

---

**Wells Fargo Bank, National Association,**

**as Trustee**

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Exhibit C – Form of Notation of Note Guarantee

Exhibit D – Form of Certificate of Transfer

Exhibit E – Form of Certificate of Exchange

**INDENTURE** dated as of December 22, 2016 among ACCO Brands Corporation, a Delaware corporation (the "***Issuer***"), the Guarantors (as defined herein) and Wells Fargo Bank National Association, a national banking association, as trustee (the "***Trustee***").

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of (a) $400,000,000 aggregate principal amount of the Issuer's 5.25% Senior Notes due 2024 issued on the date hereof in the form of Exhibit A (the "Initial Notes"), (b) any Additional Notes (as defined herein) that may be issued after the date hereof in the form of Exhibit A (all such securities in clauses (a) and (b) being referred to collectively as the "Notes").

## ARTICLE ONE
## DEFINITIONS AND INCORPORATION BY REFERENCE

Definitions.

"***Acquired Indebtedness***" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged, consolidated or amalgamated with or into or became a Restricted Subsidiary of such specified Person, and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"***Acquisition Agreement***" means the Share Purchase Agreement, dated as of October 21, 2016, by and among Esselte Group Holdings (Luxembourg) S.A., ACCO Europe Limited and the Issuer.

"***Additional Notes***" means an unlimited maximum aggregate principal amount of additional Notes (other than the Initial Notes) issued under this Indenture in accordance with Section 2.01 and Section 4.03, hereof, as part of the same series as the Initial Notes.

"***Affiliate***" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" shall have correlative meanings.

"***Agent***" means any Registrar, Paying Agent, or Notes Custodian.

"***Applicable Premium***" means, with respect to any Note on any redemption date, the greater of:

(1) 1.0% of the principal amount of the Note; or

(2) the excess of:

(a) the present value at such redemption date of (i) the redemption price of the Note at December 15, 2019, (such redemption price being set forth in the table in Section 3.08 hereof) plus (ii) all required interest payments due on the Note through December 15, 2019 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of the Note.

"***Applicable Procedures***" means, with respect to any payment, tender, redemption, transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary, in each case to the extent applicable to such transaction and as in effect from time to time.

"***Asset Sale***" means:

(1) the sale, conveyance, transfer or other disposition (whether in a single transaction or a series of related transactions) of property or assets (including by way of a Sale and Leaseback Transaction) outside the ordinary course of business of the Issuer or any Restricted Subsidiary of the Issuer (each referred to in this definition as a "***disposition***"); or

(2) the issuance or sale of Equity Interests (other than directors' qualifying shares and shares issued to foreign nationals or other third parties to the extent required by applicable law) of any Restricted Subsidiary (other than to the Issuer or another Restricted Subsidiary of the Issuer) (whether in a single transaction or a series of related transactions),

in each case other than:

(a) a disposition of Cash Equivalents or Investment Grade Securities or obsolete or worn out property or equipment in the ordinary course of business or any disposition of inventory or goods (or other assets) no longer used in the ordinary course of business;

(b) the disposition of all or substantially all of the assets of the Issuer or the Issuer in a manner permitted pursuant to the provisions described in Section 5.01 or any disposition that constitutes a Change of Control;

(c) any Restricted Payment or Permitted Investment that is permitted to be made, and is made, under the covenant described in Section 4.04;

(d) any disposition of assets or issuance or sale of Equity Interests of any Restricted Subsidiary, which assets or Equity Interests so disposed or issued have an aggregate Fair Market Value of less than $20.0 million;

(e)any disposition of property or assets by a Restricted Subsidiary to the Issuer or by the Issuer to a Restricted Subsidiary

(f)sales of assets received by the Issuer or any of its Restricted Subsidiaries upon the foreclosure on a Lien;

(g)foreclosure, condemnation, casualty or any similar action with respect to property or other asset of the Issuer or any of its Restricted Subsidiaries;

(h)sales, discounts or leases of inventory, equipment, accounts receivable or other current assets in the ordinary course of business or the conversion of accounts receivable to notes receivable;

(i)any disposition deemed to occur with creating or granting a Lien not otherwise prohibited by this Indenture;

(j)the surrender or waiver of contract rights or settlement, release or surrender of a contract, tort or other litigation claim in the ordinary course of business;

(k)any issuance of employee stock options or stock awards pursuant to benefit plans of the Issuer or any of its Restricted Subsidiaries;

(l)the licensing or sublicensing of intellectual property or other general intangibles in the ordinary course of business;

(m)terminations of obligations under Hedging Obligations;

(n)dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements permitted to be entered into under the terms of this Indenture;

(o)any sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(p)a transfer of accounts receivable and related assets of the type specified in the definition of "Receivables Financing" (or a fractional undivided interest therein) by a Receivables Subsidiary in a Qualified Receivables Financing; and

(q)the lease, assignment or sublease of any real or personal property in the ordinary course of business.

"***Bankruptcy Code***" means Title 11 of the United States Code.

"***Bankruptcy Law***" means the Bankruptcy Code or any similar U.S. federal or state law for the relief of debtors.

"***beneficial owner***" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "***beneficially owns***" and "***beneficially owned***" shall have a corresponding meaning.

"***Board of Directors***" means:

(1) with respect to a corporation, the board of directors of the corporation;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"***Board Resolution***" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Issuer to have been duly adopted by the Board of Directors of the Issuer and to be in full force and effect on the date of such certification.

"***Borrowing Base***" means as of any date, an amount, determined on a consolidated basis and in accordance with GAAP, equal to the sum of (1) 70% of the aggregate book value of inventory *plus* (2) 85% of the aggregate book value of all accounts receivable (net of bad debt reserves) of the Issuer and its Restricted Subsidiaries, after giving *pro forma* effect for acquisitions, investments or dispositions (as determined in accordance with GAAP) of the Issuer and its Restricted Subsidiaries that had occurred on or prior to such date of determination. To the extent that information is not available as to the amount of inventory or accounts receivable as of a specific date, the Issuer shall use the most recent available information for purposes of calculating the Borrowing Base then available, after giving *pro forma* effect for acquisitions, investments or dispositions (as determined in accordance with GAAP) of the Issuer and its Restricted Subsidiaries that had occurred on or after such date and on or prior to such date of determination.

"***Business Day***" means any day other than a Saturday, a Sunday or a day on which the Trustee or banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed.

"***Calculation Date***" has the meaning set forth below in the definition of "Fixed Charge Coverage Ratio."

"***Capital Lease Obligation***" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized

and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"***Capital Stock***" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"***Cash Equivalents***" means:

(1) U.S. Dollars, pounds sterling, euros, any national currency of any participating member state of the EMU or, in the case of any Foreign Subsidiary that is a Restricted Subsidiary, such local currencies held by it from time to time in the ordinary course of business;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof in each case with maturities not exceeding two years from the date of acquisition;

(3) certificates of deposit, time deposits, money market deposits, demand deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year from the date of acquisition and overnight bank deposits, in each case with any commercial bank having capital and surplus in excess of $500.0 million and whose long-term debt is rated at least "A" or the equivalent thereof by Moody's or S&P;

(4) repurchase obligations for underlying securities of the types described in clauses (2), (3) and (7) of this definition entered into with any financial institution meeting the qualifications specified in clause (3) of this definition;

(5) commercial paper issued by a Person (other than an Affiliate of the Issuer) rated at least "A-1" or the equivalent thereof by Moody's or S&P and in each case maturing within one year after the date of acquisition;

(6) investment funds investing at least 95% of their assets in securities of the types described in clauses (1) through (5) of this definition;

(7) readily marketable direct obligations issued by any state of the United States of America or any political subdivision thereof having one of the two highest rating

categories obtainable from either Moody's or S&P in each case with maturities not exceeding two years from the date of acquisition;

(8) Indebtedness issued by Persons with a rating of "A" or higher from S&P or "A-2" or higher from Moody's, in each case with maturities not exceeding two years from the date of acquisition; and

(9) in the case of any Foreign Subsidiary:

(a) direct obligations of the sovereign nation, or any agency thereof, in which such Foreign Subsidiary is organized and is conducting business or obligations fully and unconditionally guaranteed by such sovereign nation, or any agency thereof;

(b) investments of the type and maturity described in clauses (1) through (8) of this definition of foreign obligors, which investments or obligors, or the direct or indirect parents of such obligors, have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies; or

(c) investments of the type and maturity described in clauses (1) through (8) of this definition of foreign obligors, or the direct or indirect parent of such obligors, which investments or obligors, or the direct or indirect parent companies of such obligors, are not rated as provided in such clauses or in clause (b) above but which are, in the reasonable judgment of the Issuer, comparable in investment quality to such investments and obligors, or the direct or indirect parent of such obligors.

"***CFC Subsidiary***" means any Restricted Subsidiary of the Issuer that is a controlled foreign corporation for purposes of Section 957 of the Internal Revenue Code.

"***Change of Control***" means the occurrence of any of the following:

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Subsidiaries, taken as a whole, to any Person; or

(2) the Issuer becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) other than ACCO, including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase, of beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Issuer or any direct or indirect parent of the Issuer; or

(3) individuals who on the Issue Date constituted the Board of Directors of the Issuer (together with any new directors whose election by such Board of Directors of the Issuer or whose nomination for election by the stockholders of the Issuer, as the case may be, was approved by a vote of a majority of the directors of the Issuer then still in office who were either directors on the Issue Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of the Issuer then in office.

For purposes of this definition, any direct or indirect holding company of the Issuer shall not itself be considered a Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) for purposes of clause (2) above, *provided* that no Person or group beneficially owns, directly or indirectly, more than 50% of the Voting Stock of such holding company.

"***Code***" means the Internal Revenue Code of 1986, as amended (unless otherwise provided herein).

"***Clearstream***" means Clearstream Banking S.A. and any successor thereto.

"***Consolidated Depreciation and Amortization Expense***" means with respect to any Person for any period, the total amount of depreciation and amortization expense of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

"***Consolidated Interest Expense***" means, with respect to any Person for any period, the sum, without duplication, of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted in computing Consolidated Net Income (including amortization of original issue discount, the interest component of Capitalized Lease Obligations, and net payments and receipts (if any) pursuant to interest rate Hedging Obligations and excluding (a) any expenses resulting from the discounting of Indebtedness in connection with the application of purchase accounting in connection with the Transactions or any acquisition, (b) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (c) any expensing of any bridge, commitment or other financing fees and (d) penalties and interest related to taxes; plus

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; plus

(3) commissions, discounts, yield and other fees and charges Incurred in connection with any Receivables Financing which are payable to Persons other than the Issuer and its Restricted Subsidiaries; minus

(4) interest income for such period.

"***Consolidated Net Income***" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis; *provided*, *however*, that, without duplication:

(1) the Net Income for such period of any Person that is not a Subsidiary of such Person, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be included only to the extent of the amount of dividends or distributions or other payments paid in cash (or to the extent converted into cash) to the specified Person or a Restricted Subsidiary thereof in respect of such period;

(2) solely for the purpose of determining the amount available for Restricted Payments under clause (3)(A) of Section 4.04(a), the Net Income for such period of any Restricted Subsidiary (other than any Note Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restrictions with respect to the payment of dividends or similar distributions have been legally waived; *provided* that the Net Income of the Issuer will be increased by the amount of dividends or distributions or other payments paid in cash (or to the extent converted into cash) to the Issuer or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein;

(3) the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting principles during such period shall be excluded;

(4) any net after-tax extraordinary, nonrecurring or unusual gains or losses or income, expenses or charges (less all fees and expenses relating thereto) (including such fees, expenses or charges in connection with the Transactions), severance, relocation costs and curtailments or modifications to pension and post-retirement employee benefit-plans, including, without limitation, any fees, expenses or charges related to any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or Indebtedness permitted to be Incurred under this Indenture (in each case, whether or not successful), shall be excluded;

(5) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to business dispositions or asset dispositions or abandonments or the sale or other disposition of any Capital Stock of any Person other than in the ordinary course of business (as determined in good faith by the Board of Directors of the Issuer) shall be excluded;

(6) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of Indebtedness, Hedging Obligation or other derivative instruments shall be excluded;

(7) any other non-cash items (including, without limitation, equity based compensation expense) which would otherwise increase or decrease Consolidated Net Income for such period (excluding any items which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period or an accrual of, or cash reserve for, anticipated cash charges in a future period) shall be excluded;

(8) effects of adjustments in the inventory, property and equipment, software, goodwill, other intangible assets, in-process research and development, deferred revenue and debt line items in such Person's consolidated financial statements pursuant to GAAP resulting from the application of purchase accounting in relation to the Transactions or any consummated acquisition or the amortization or write-off of any amounts thereof, net of taxes, shall be excluded;

(9) any fees and expenses incurred during such period, or any amortization thereof for such period, in connection with any acquisition, Investment, Asset Sale, issuance or repayment of Indebtedness, issuance of Equity Interests, refinancing transaction or amendment or modification of any debt instrument (in each case, including any such transaction consummated prior to the Issue Date and any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction shall be excluded;

(10) any currency translation gains and losses related to currency remeasurements of Indebtedness shall be excluded, until such gains or losses are actually realized;

(11) any expenses or reserves for liabilities to the extent that the Issuer or any of its Restricted Subsidiaries is entitled to indemnification or reimbursement thereof under binding agreements or an insurance claim therefore shall be excluded; *provided* that any liabilities for which the company or such Restricted Subsidiary is not actually indemnified or covered by insurance shall reduce Net Income in the period in which it is determined that the Issuer or such Restricted Subsidiary will not be indemnified or that the applicable insurer will not pay such insurance claim; and

(12) any impairment charge or asset write-off, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities (including any losses with respect to the foregoing in bankruptcy, insolvency or similar proceedings) or as a result of a change in law or regulation, in each case pursuant to GAAP, shall be excluded.

Notwithstanding the foregoing, for the purpose of Section 4.04 only (other than clause (3)(D) of Section 4.04(a)), there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by the Issuer and its Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from the Issuer and its

Restricted Subsidiaries, any repayments of loans and advances which constitute Restricted Investments by the Issuer and its Restricted Subsidiaries, any sale of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, in each case only to the extent such amounts increase the amount of Restricted Payments permitted under Section 4.04(a)(3)(D).

"***Consolidated Taxes***" means provision for taxes based on income, profits or capital, including, without limitation, state, franchise and similar taxes taken into account in calculating Consolidated Net Income.

"***Contingent Obligations***" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("***primary obligations***") of any other Person (the "***primary obligor***") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds:

(a)for the purchase or payment of any such primary obligation; or

(b)to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"***Corporate Trust Office***" means the office of the Trustee at which at any particular time its corporate trust business in relation to this Indenture shall be principally administered, which office at the date of execution of this Indenture is located at Wells Fargo Bank, National Association, 150 East 42nd Street, 40th Floor, New York, New York 10017, Attn: Corporate, Municipal and Escrow Services, and for Agent services and for purposes of Section 2.04 and Section 4.13(a) such office shall also mean the office or agency of the Trustee located at Corporate Trust Operations, MAC N9300-070, 600 South Fourth Street, Minneapolis, MN 55479.

"***Credit Agreement***" means that certain second amended and restated credit agreement, dated as of April 28, 2015, by and among the Issuer, the Guarantors, certain subsidiaries of the Issuer, and the lenders party thereto, including any related notes, Guarantees, collateral documents, instruments and agreements executed in connection therewith, and, in each case, as amended, restated, modified, renewed, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"***Credit Facilities***" means one or more debt facilities (including, without limitation, the Credit Agreement), commercial paper facilities, note purchase agreements or indentures, in each case with banks, other lenders or trustees, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit, notes or other borrowings, in each case, as amended, restated, modified, renewed, refunded, restated, restructured, increased, supplemented, replaced or refinanced in whole or in part from time to time.

"***Default***" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"***Depositary***" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.04(a) as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"***Designated Non-cash Consideration***" means the Fair Market Value of non-cash consideration received by the Issuer or any of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer's Certificate at the time of such Asset Sale. Any particular item of Designated Non-cash Consideration will cease to be considered to be outstanding once it has been sold for cash or Cash Equivalents (which shall be considered Net Cash Proceeds of an Asset Sale when received).

"***Disqualified Stock***" means, with respect to any Person, any Capital Stock of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable), or upon the happening of any event:

(1) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise,

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock of such Person, or

(3) is redeemable at the option of the holder thereof, in whole or in part,

in each case prior to 91 days after the maturity date of the Notes; *provided*, *however*, that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; *provided*, *further*, *however*, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Issuer or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Issuer in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability; *provided*, *further*, that any class of Capital Stock of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by

delivery of Capital Stock that is not Disqualified Stock shall not be deemed to be Disqualified Stock. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the issuer to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the issuer may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described in Section 4.04.

"***Domestic Subsidiary***" means any Restricted Subsidiary of the Issuer other than a Restricted Subsidiary that is (1) a CFC Subsidiary or (2) a Subsidiary of any such CFC Subsidiary.

"***DRE***" means any Person who is "disregarded" as an entity separate from its owner under Section 7701 of the Internal Revenue Code and the U.S. Treasury Regulations promulgated pursuant thereto.

"***DTC***" means the Depository Trust Company, its nominees and their respective successors.

"***EBITDA***" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period plus, without duplication, to the extent the same was deducted in calculating Consolidated Net Income:

(1) Consolidated Taxes; *plus*

(2) Fixed Charges; *plus*

(3) Consolidated Depreciation and Amortization Expense; *plus*

(4) the amount of any restructuring charges, integration costs or other business optimization expenses, including any one-time costs incurred in connection with the Transactions, other acquisition or related to closure and/or consolidation of facilities; *plus*

(5) the amount of any minority interest expense consisting of Subsidiary interest attributable to minority equity interests of third parties in any non-Wholly Owned Subsidiary deducted (less the amount of any cash dividends paid to the holders of such minority interests); *plus*

(6) the amount of loss on sale of receivables and related assets to a Receivables Subsidiary in connection with a Qualified Receivables Financing; *plus*

(7) any costs or expense incurred pursuant to any management equity plan, restricted stock plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement; *plus*

(8) any net loss from disposed or discontinued operations; *plus*

(9) any other non-cash charges, including any write-offs or write-downs (*provided* that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); *less*

(10) (a) any non-cash items increasing Consolidated Net Income of such Person for such period, excluding any non-cash items to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced EBITDA in any prior period and (b) any net income from disposed or discontinued operations.

"***Equity Interests***" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"***Equity Offering***" means any public or private sale of Capital Stock of the Issuer or any direct or indirect parent of the Issuer, as applicable, other than Disqualified Stock, and other than public offerings with respect to the Issuer's or such direct or indirect parent company's common stock registered on Form S-8.

"***Euroclear***" means Euroclear Bank, S.A./N.V., as operator of the Euroclear system, and any successor thereto.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"***Excluded Subsidiary***" means:

(1) ACCO Brands Receivables Funding LLC;

(2) any CFC Subsidiary;

(3) any Subsidiary of the Issuer other than a CFC Subsidiary, but only if (i) it is a direct or indirect owner of more than 65% of the voting equity interests of one or more CFC Subsidiaries, (ii) it and all other entities (if any) through which it owns (directly or indirectly) more than 65% of the voting equity interests of such CFC Subsidiaries are DREs or partnerships for U.S. federal income tax purposes, (iii) all or substantially all of its assets and each such DRE's or partnership's assets are interests in such CFC Subsidiaries (and cash and Cash Equivalents incidental thereto and Capital Stock, other equity interests or Indebtedness of such CFC Subsidiaries) and (iv) it and each such DRE or partnership does not directly hold an equity interest in a Domestic Subsidiary other than a DRE or partnership described in this clause (3);

(4) any domestic corporate (for U.S. federal income tax purposes) Subsidiary if all or substantially all of its assets consist of (i) more than 65% of the voting equity interests of one or more CFC Subsidiaries (and cash and Cash Equivalents incidental thereto

and Capital Stock, other equity interests or Indebtedness of such CFC Subsidiaries held directly or indirectly solely through one or more DREs) and/or (ii) interests in one or more DREs in each case whose assets consist solely of more than 65% of the voting equity interests of such CFC Subsidiaries (and cash and Cash Equivalents incidental thereto and Capital Stock, other equity interests or Indebtedness of such CFC Subsidiaries and other immaterial assets) that are held directly or indirectly solely through one or more DREs; and

(5) any Subsidiary of an Excluded Subsidiary described in clause (2), (3) or (4) to the extent not treating such Subsidiary as an Excluded Subsidiary creates a substantial risk of a material adverse tax consequence to the Issuer.

"***Existing Indebtedness***" means the aggregate principal amount of Indebtedness of the Issuer and its Restricted Subsidiaries (other than Indebtedness under the Credit Agreement) outstanding on the Issue Date, until such amounts are repaid.

**"*Existing Senior Notes*"** means the Issuer's 6.75% Senior Notes due 2020.

"***Fair Market Value***" means, with respect to any asset or property, the price which could be negotiated in an arm's–length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, determined in good faith by the Issuer; *provided* that such determination of Fair Market Value shall be determined in good faith by the chief financial officer, chief accounting officer, or controller of the Issuer with respect to valuations in excess of $1.0 million, but not in excess of $50.0 million or determined by the Board of Directors of the Issuer with respect to valuations equal to or in excess of $50.0 million, as applicable, which determination will be conclusive (unless otherwise provided in this Indenture).

"***Fixed Charge Coverage Ratio***" means, with respect to any Person for any period, the ratio of EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the Issuer or any of its Restricted Subsidiaries Incurs, repays, repurchases or redeems any Indebtedness (other than in the case of ordinary working capital borrowings or revolving advances under any Qualified Receivables Financing, in which case interest expense shall be computed based upon the average daily balance of such Indebtedness during the applicable period) or issues, repurchases or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "***Calculation Date***"), then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect to such Incurrence, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period.

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, consolidations and discontinued operations (as determined in accordance with GAAP) that have been made by the Issuer or any of its Restricted Subsidiaries during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously

with the Calculation Date (each, for purposes of this definition, a "*pro forma* event") shall be calculated on a *pro forma* basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations or discontinued operations (and the change of any associated fixed charge obligations and the change in EBITDA resulting therefrom) had occurred on the first day of the four–quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any Restricted Subsidiary since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation or discontinued operation, that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such Investment, acquisition, disposition, discontinued operation, merger or consolidation had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever *pro forma* effect is to be given to any *pro forma* event (including the Transactions), the *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer. Any such *pro forma* calculation may include, without duplication, (1) cost savings and operating expense reductions and other operating improvements or synergies that have been or are expected, in the reasonable judgment of such financial or accounting officer as set forth in an Officer's Certificate, to be realized within 18 months from the effective date of the applicable *pro forma* event which is being given *pro forma* effect (in each case as though such operating expense reductions and other operating improvements or synergies had been realized on the first day of the applicable four-quarter period) and (2) all adjustments of the nature used in connection with the calculation of "Adjusted EBITDA" as described under "Summary Unaudited Pro Forma Combined Condensed Financial Data" under "Summary" in the Offering Memorandum to the extent such adjustments, without duplication, continue to be applicable to such four-quarter period.

If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness if such Hedging Obligation has a remaining term in excess of twelve months). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Issuer may designate.

"***Fixed Charges***" means, with respect to any specified Person for any period, the sum of:

(1) Consolidated Interest Expense, and

(2) all cash dividend payments (excluding items eliminated in consolidation) on any series of Preferred Stock or Disqualified Stock of such Person and its Restricted Subsidiaries.

"***Foreign Subsidiary***" means any Restricted Subsidiary of the Issuer other than a Domestic Subsidiary.

"***GAAP***" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession which are in effect on the Issue Date. For the purposes of this Indenture, the term "consolidated" with respect to any Person shall mean such Person consolidated with its Restricted Subsidiaries, and shall not include any Unrestricted Subsidiary, but the interest of such Person in an Unrestricted Subsidiary will be accounted for as an Investment.

"***Global Notes Legend***" means the legend set forth in Section 2.2(g)(i) of Appendix A, which is required to be placed on all Global Notes issued under this Indenture.

"***Global Notes***" means, individually and collectively, Notes sold to QIBs in reliance on Rule 144A (the "***Rule 144A Global Note***") or Notes sold in offshore transactions in reliance on Regulation S (the "***Regulation S Global Note***"), deposited with or on behalf of and registered in the name of the Depositary or its nominee, substantially in the form of Exhibit A and that bear the Global Note Legend.

"***Government Securities***" means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged, or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in each case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act) as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

"***Guarantee***" means, as to any Person, a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness of another Person.

"***Guarantors***" means:

(1) each direct or indirect Domestic Subsidiary of the Issuer on the date of this Indenture (other than any Excluded Subsidiary);

(2) any other Restricted Subsidiary of the Issuer that executes a Note Guarantee from time to time in accordance with the provisions of this Indenture; and

(3) their respective successors and assigns until released from their obligations under their Note Guarantees and this Indenture in accordance with the terms of this Indenture.

"***Hedging Obligations***" means, with respect to any Person, the obligations of such Person under:

(1) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements: and

(2) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates and/or commodity prices.

"***Holder***" means a Person in whose name a Note is registered on the Registrar's books.

"***Incur***" means issue, assume, guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary.

"***Indebtedness***" means, with respect to any specified Person, without duplication:

(1) any indebtedness of such Person, without duplication, whether or not contingent, (a) in respect of borrowed money, (b) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or, without duplication, reimbursement agreements in respect thereof), excluding letters of credit securing obligations other than obligations described in subclauses (a), (b), (e) and (f) of this clause (1) and entered into in the ordinary course of business of such Person, to the extent such letters of credit are not drawn upon, or, if drawn upon, to the extent such drawing is reimbursed no later than the fifth (5th) Business Day following receipt by such Person of a demand for reimbursement, (c) in respect of bankers' acceptances, (d) representing the deferred balance and unpaid purchase price of any property, except

(i) any such balance that constitutes an accrued expense or trade payable or similar obligation to a trade creditor, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and if not paid after becoming due and payable and (iii) any such balance or unpaid purchase price to the extent that it is either required to be or at the option of such Person may be satisfied solely through the issuance of Equity Interests of the Issuer that are not Disqualified Stock, (e) in respect of Capitalized Lease Obligations, or (f) representing any Hedging Obligations, other than Hedging Obligations that are incurred in the normal course of business and not for speculative purposes, and that do not increase the Indebtedness of the obligor outstanding at any time other than as a result of fluctuations in interest rates, commodity prices or foreign currency exchange rates or by reason of fees, indemnities and compensation payable thereunder, if and to the extent that any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation of such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the Indebtedness of the type referred to in clause (1) of another Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business); and

(3) to the extent not otherwise included, Indebtedness of the type referred to in clause (1) of another Person secured by a Lien on any asset owned by such Person (whether or not such Indebtedness is assumed by such Person); provided, however, that the amount of such Indebtedness will be the lesser of: (a) the Fair Market Value of such asset at such date of determination, and (b) the amount of such Indebtedness of such other Person;

*provided*, *however*, that notwithstanding the foregoing, the Indebtedness shall be deemed not to include (1) Contingent Obligations incurred in the ordinary course of business, (2) Obligations under or in respect of Qualified Receivables Financing, or (3) pension fund obligations or rehabilitation obligations that are classified as "indebtedness" under GAAP, but that would not otherwise constitute Indebtedness of the type referred to in clause (1) above.

"***Indenture***" means this Indenture, as amended or supplemented from time to time.

"***Indirect Participant***" means a Person who holds a beneficial interest in a Global Note through a Participant, including through Clearstream and Euroclear.

"***Initial Purchasers***" means, collectively, Barclays Capital Inc., BMO Capital Markets Corp., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Wells Fargo Securities, LLC, KeyBanc Capital Markets BBVA Securities Inc., PNC Capital Markets LLC, Barrington Research Associates, Inc., Suntrust Robinson Humphrey, Inc. and Sidoti & Issuer, LLC.

"***Investment Grade Rating***" means, a debt rating of the Notes of BBB- or higher by S&P and Baa3 or higher by Moody's or the equivalent of such ratings by S&P and Moody's or, in the event S&P or Moody's shall cease rating the Notes and the Issuer shall select any other Rating Agency, the equivalent of such ratings by such other Rating Agency.

"***Investment Grade Securities***" means:

(1) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents),

(2) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Issuer and its Subsidiaries;

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2), which fund may also hold immaterial amounts of cash pending investment and/or distribution, and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

"***Investments***" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit and advances to customers and commission, payroll, travel and similar advances to officers, employees and consultants made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP in the same manner as the other investments included in this definition to the extent such items involve the transfer of cash or other property. For purposes of the definition of "Unrestricted Subsidiary" and Section 4.04:

(1) "Investments" shall include the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the Fair Market Value of the net assets of a Subsidiary of the Issuer at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary equal to an amount (if positive) to:

(a)the Issuer's "Investment" in such Subsidiary at the time of such redesignation less

(b)the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Issuer.

The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash by the Issuer or any of its Restricted Subsidiaries in respect of such Investment.

"***Issue Date***" means December 22, 2016.

"***Lien***" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction); *provided* that in no event shall an operating lease be deemed to constitute a Lien.

"***Market Capitalization***" means an amount equal to (1) the total number of issued and outstanding shares of capital stock of the Issuer or any direct or indirect parent company on the date of declaration of the relevant dividend multiplied by (2) the arithmetic mean of the closing prices per share of such capital stock on the New York Stock Exchange (or, if the primary listing of such capital stock is on another exchange, on such other exchange) for the 30 consecutive trading days immediately preceding the date of declaration of such dividend.

"***Moody's***" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"***Net Income***" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

"***Net Proceeds***" means the aggregate cash proceeds received by the Issuer or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash payments received (1) upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale or any cash received in connection with a Permitted Asset Swap and (2) by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, but excluding the assumption by the acquiring Person of Indebtedness relating to the disposed assets or other consideration received in any other non-cash form), net of the direct costs relating to such Asset Sale or the sale or disposition of such Designated Non-cash Consideration (including, without limitation, legal, accounting and investment banking fees, and brokerage and sales commissions), and any severance, restructuring, retention, relocation and integration expenses Incurred as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements related thereto), amounts required to be applied to the repayment of principal, premium (if any), and interest on Indebtedness

required (other than pursuant to Section 4.06(b)) to be paid as a result of such transaction, and any deduction of appropriate amounts to be provided by the Issuer as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Issuer or any of its Restricted Subsidiaries after such sale or other disposition thereof, including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

"***New York Uniform Commercial Code***" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"***Note Guarantee***" means a Guarantee of the Notes pursuant to this Indenture.

*"**Notes**"* has the meaning assigned to it in the preamble to this Indenture. The Initial Notes and the Additional Notes shall be treated as a single class for all purposes under this Indenture, and unless the context otherwise requires, all references to the Notes shall include the Initial Notes and any Additional Notes.

"***Obligations***" means any principal, interest, penalties, fees, expenses, indemnifications, reimbursements, damages and other liabilities (including all interest accruing after the commencement of any insolvency or liquidation proceeding, even if such interest is not enforceable, allowable or allowed as a claim in such proceeding) under the documentation governing any Indebtedness.

"***Offering Memorandum***" means the final offering memorandum, dated December 8, 2016, relating to the offering of the Notes.

"***Officer***" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary, any Senior Vice President, any Vice President or any Assistant Vice President of such Person.

"***Officer's Certificate***" means a certificate signed on behalf of a Person by an Officer of such Person that meets the requirements of this Indenture.

"***Opinion of Counsel***" means an opinion from legal counsel (who may be counsel to or an employee of the Issuer), or other counsel who is reasonably acceptable to the Trustee, that meets the requirements of this Indenture.

"***Participant***" means, with respect to the Depositary, a Person who has an account with the Depositary (and, with respect to DTC, shall include Euroclear and Clearstream).

"***Permitted Asset Swap***" means any transfer of properties or assets by the Issuer or any of its Restricted Subsidiaries in which the consideration received by the transferor consists primarily of properties or assets to be used in a Similar Business; provided that the fair market value (determined in good faith by the Board of Directors of the Issuer if such amount is reasonably likely to exceed $50.0 million) of properties or assets received by the Issuer or any such Restricted

Subsidiary in connection with such Permitted Asset Swap is at least equal to the fair market value (determined in good faith by the Board of Directors of the Issuer if such amount is reasonably likely to exceed $50.0 million) of properties or assets transferred by the Issuer or such Restricted Subsidiary in connection with such Permitted Asset Swap.

"***Permitted Investments***" means:

(1) any Investment in the Issuer or in a Restricted Subsidiary of the Issuer;

(2) any Investment in cash, Cash Equivalents or Investment Grade Securities;

(3) any Investment by the Issuer or any Restricted Subsidiary of the Issuer in a Person, if as a result of such Investment:

(a)such Person becomes a Restricted Subsidiary of the Issuer; or

(b)such Person, in one transaction or a series of related transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary of the Issuer;

(4) any Investment in securities or other assets not constituting cash, Cash Equivalents or Investment Grade Securities and received in connection with an Asset Sale made pursuant to the provisions of Section 4.06 or any other disposition of assets not constituting an Asset Sale;

(5) any Investment existing on the Issue Date and any amendment, modification, restatement, supplement, extension, renewal, refunding, replacement or refinancing, in whole or in part thereof; provided, that such amendment, modification, restatement, supplement, extension, renewal, refunding, replacement or refinancing does not increase the aggregate principal amount thereof;

(6) advances to, or guarantees of Indebtedness of, employees not in excess of $10.0 million outstanding at any one time in the aggregate;

(7) any Investment acquired by the Issuer or any of its Restricted Subsidiaries in satisfaction of judgments, settlements of debt or compromises of obligations incurred in the ordinary course of business;

(8) any Investment acquired by the Issuer or any of its Restricted Subsidiaries (a) in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Issuer of such other Investment or accounts receivable, or (b) as a result of a foreclosure by the Issuer or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(9) Hedging Obligations permitted under Section 4.03(b)(ix);

(10) loans and advances to officers, directors and employees for business-related travel expenses, moving and relocation expenses, commission and payroll advances and other similar expenses or advances, in each case Incurred in the ordinary course of business or to fund such Person's purchase of Equity Interests in the Issuer or any direct or indirect parent company thereof;

(11) Investments the payment for which consists of Equity Interests of the Issuer (other than Disqualified Stock) or any direct or indirect parent of the Issuer, as applicable; *provided*, *however*, that such Equity Interests will not increase the amount available for Restricted Payments under Section 4.04(a)(3);

(12) any transaction to the extent it constitutes an Investment that is permitted by and made in accordance with the provisions of Section 4.07(b) (except transactions described in clauses (ii), (v), and (viii) of such Section);

(13) Guarantees issued in accordance with Section 4.03 and Section 4.11;

(14) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of intellectual property, in each case in the ordinary course of business;

(15) Investments deemed to have been made as a result of the acquisition of a Person that at the time of such acquisition held instruments constituting Investments that were not acquired in contemplation of the acquisition of such Person;

(16) any Investment by Restricted Subsidiaries of the Issuer or by the Issuer in other Restricted Subsidiaries of the Issuer and Investments by Subsidiaries that are not Restricted Subsidiaries in other Subsidiaries that are not Restricted Subsidiaries of the Issuer;

(17) Investments in prepaid expenses and lease, utility and workers' compensation performance and other similar deposits;

(18) Investments consisting of intercompany Indebtedness between the Issuer and the Guarantors or between Guarantors and permitted by Section 4.03;

(19) any Investment in a Receivables Subsidiary or any Investment by a Receivables Subsidiary in any other Person in connection with a Qualified Receivables Financing, including Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Financing or any related Indebtedness;

(20) advances, loans or extensions of trade credit in the ordinary course of business by the Issuer or any of its Restricted Subsidiaries;

(21) any Investment in a Similar Business having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), taken together with all other Investments made pursuant to this clause (21) since the Issue Date that are at any time outstanding, not to exceed the greater of (a) $75.0 million or (b) 3.00% of Total Assets (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value); and

(22) additional Investments by the Issuer or any of its Restricted Subsidiaries having an aggregate Fair Market Value, taken together with all other Investments made pursuant to this clause (22) since the Issue Date that are at any time outstanding, not to exceed the greater of (a) $125.0 million or (b) 5.00% of Total Assets (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value).

"***Permitted Liens***" means:

(1) Liens on assets of the Issuer or any of its Restricted Subsidiaries securing Indebtedness and other Obligations under Credit Facilities that was permitted by the terms of this Indenture to be Incurred pursuant to Section 4.03(b)(i) and/or securing Hedging Obligations related thereto;

(2) Liens on assets of the Issuer or any of its Restricted Subsidiaries securing Indebtedness and other Obligations under Credit Facilities that was permitted to be Incurred pursuant to Section 4.03 hereof; *provided* that immediately after giving effect to the creation or Incurrence of any such Lien pursuant to this clause (2), the Senior Secured Leverage Ratio of the Issuer would be equal to or less than 3.50 to 1.00;

(3) Liens in favor of the Issuer or any Restricted Subsidiary;

(4) Liens on property, assets or shares of Capital Stock of a Person existing at the time such Person is acquired by, merged with or into or consolidated, combined or amalgamated with the Issuer or any Restricted Subsidiary of the Issuer; *provided* that such Liens were in existence prior to, and were not incurred in connection with or in contemplation of, such merger, acquisition, consolidation, combination or amalgamation and do not extend to any assets other than those of the Person acquired by or merged into or consolidated, combined or amalgamated with the Issuer or the Restricted Subsidiary;

(5) Liens on property existing at the time of acquisition thereof by the Issuer or any Restricted Subsidiary; *provided* that such Liens were in existence prior to, and were not incurred in connection with or in contemplation of, such acquisition and do not extend to any property other than the property so acquired by the Issuer or the Restricted Subsidiary;

(6) Liens existing on the date of this Indenture (other than Liens securing the Obligations under the Credit Agreement outstanding on the date of this Indenture);

(7) Liens to secure any Refinancing Indebtedness permitted to be incurred under this Indenture; *provided* that (a) the new Lien shall be limited to all or part of the same property and assets that secured the original Lien, and (b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (i) the outstanding principal amount, or if greater, committed amount of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged with such Refinancing Indebtedness, and (ii) an amount necessary to pay any fees and expenses, including premiums, related to such renewal, refunding, refinancing, replacement, defeasance or discharge;

(8) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by Section 4.03(b)(xiv); *provided* that any such Lien (a) covers only the assets acquired, constructed or improved with such Indebtedness and (b) is created within 180 days of such acquisition, construction or improvement;

(9) Liens incurred or pledges or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security and employee health and disability benefits;

(10) Liens to secure the performance of tenders, completion guarantees, statutory obligations, judgments, bids, contracts, surety or appeal bonds, bid leases, performance bonds, reimbursement obligations under letters of credit that do not constitute Indebtedness or other obligations of a like nature incurred in the ordinary course of business;

(11) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent for a period of more than 30 days or that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted; provided that any reserve or other appropriate provision required under GAAP has been made therefor;

(12) Liens imposed by law, such as carriers' warehousemen's, landlords' mechanics', suppliers', materialmen's and repairmen's Liens, or in favor of customs or revenue authorities or freight forwarders or handlers to secure payment of custom duties, in each case incurred in the ordinary course of business;

(13) licenses, entitlements, servitudes, encumbrances, easements, rights-of-way, restrictions, reservations, covenants, conditions, utility agreements, minor imperfections of title, minor survey defects or other similar restrictions on the use of any real property that were not incurred in connection with Indebtedness and do not, in the aggregate, materially adversely affect the value of said properties or materially interfere with their use in the operation of the business of the Issuer or any of its Restricted Subsidiaries;

(14) leases, subleases, licenses, sublicenses or other occupancy agreements granted to others in the ordinary course of business which do not secure any Indebtedness and which do not materially interfere with the ordinary course of business of the Issuer or any of its Restricted Subsidiaries;

(15) with respect to any leasehold interest where the Issuer or any Restricted Subsidiary of the Issuer is a lessee, tenant, subtenant or other occupant, mortgages, obligations, liens and other encumbrances incurred, created, assumed or permitted to exist and arising by, through or under a landlord or sublandlord of such leased real property encumbering such landlord's or sublandlord's interest in such leased real property;

(16) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases entered into by the Issuer or any of its Restricted Subsidiaries granted in the ordinary course of business;

(17) Liens (a) of a collection bank arising under Section 4-210 of the New York Uniform Commercial Code on items in the course of collection, (b) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business and (c) in favor of banking institutions arising as a matter of law encumbering deposits (including the right of set-off) within general parameters customary in the banking industry;

(18) Liens securing judgments for the payment of money not constituting an Event of Default under this Indenture, so long as such Liens are adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceedings may be initiated shall not have expired;

(19) deposits made in the ordinary course of business to secure liability to insurance carriers;

(20) Liens arising out of conditional sale, title retention, consignment or similar arrangements, or that are contractual rights of set-off, relating to the sale or purchase of goods entered into by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business;

(21) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any non-majority-owned joint venture or similar arrangement pursuant to any joint venture or similar agreement permitted under this Indenture;

(22) any extension, renewal or replacement, in whole or in part of any Lien described in clauses (4), (5), (6) and (8) of this definition of "Permitted Liens;" *provided* that any such extension, renewal or replacement is no more restrictive in any material respect than any Lien so extended, renewed or replaced and does not extend to any additional property or assets;

(23) Liens on cash or Cash Equivalents securing Hedging Obligations in existence on the date of this Indenture, or permitted to be incurred under, this Indenture;

(24) Liens on accounts receivable, chattel paper and other related assets of a Receivables Subsidiary incurred in connection with Indebtedness Incurred by such Receivables Subsidiary in a Qualified Receivables Financing that is without recourse to the Issuer or any Restricted Subsidiary other than a Receivables Subsidiary (except for Standard Securitization Undertakings);

(25) Liens under licensing agreements for use of intellectual property entered into in the ordinary course of business and consistent with past practice, including, without limitation, the licensing of any intellectual property that the Issuer or any of its Subsidiaries determine to no longer utilize;

(26) Liens to secure Indebtedness permitted by Section 4.03(b)(xix); *provided*, that Liens securing Indebtedness permitted to be Incurred pursuant to Section 4.03(b)(xix) extend only to assets of Foreign Subsidiaries;

(27) Liens incurred in connection with insurance premium financing;

(28) Liens securing Indebtedness or other Obligations of a Restricted Subsidiary of the Issuer owing to the Issuer or a Guarantor permitted to be incurred in accordance with Section 4.03 hereof;

(29) Liens securing Hedging Obligations so long as the related Indebtedness is, and is permitted under this Indenture, secured by a Lien on the same property securing such Hedging Obligations;

(30) Liens on specific items of inventory or other goods and proceeds of the Issuer or any Restricted Subsidiary of the Issuer securing the Issuer's or such Restricted Subsidiary's obligations in respect of bankers' acceptances issued or created for the account of the Issuer or such Restricted Subsidiary to facilitate the purchase, shipment or storage of such inventory or other goods;

(31) Liens securing obligations owed by the Issuer or any Restricted Subsidiary of the Issuer in respect of any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfer of funds;

(32) Liens other than any of the foregoing incurred by the Issuer or any Restricted Subsidiary of the Issuer with respect to Indebtedness or other Obligations that do not constitute Indebtedness and that do not, in the aggregate, exceed the greater of (a) $125.0 million or (b) 5.00% of the Total Assets (determined as of the date of any Incurrence);

(33) Liens securing judgments for the Specified Brazilian Tax Payment or securing appeal or other surety bonds related to such judgments to the extent such Liens are on assets of Tilibra or another Subsidiary organized under the laws of Brazil; and

(34) Liens securing purchase price deposits the aggregate amount of which does not exceed the greater of (x) $50.0 million and (y) 2.00% of Total Assets.

"***Person***" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

"***Preferred Stock***" means any Equity Interest with preferential right of payment of dividends or upon liquidation, dissolution, or winding up.

"***Purchase Money Note***" means a promissory note of a Receivables Subsidiary evidencing a line of credit, which may be irrevocable, from the Issuer or any Subsidiary of the Issuer to a Receivables Subsidiary in connection with a Qualified Receivables Financing, which note is intended to finance that portion of the purchase price that is not paid by cash or a contribution of equity.

"***QIB***" means a "qualified institutional buyer" as defined in Rule 144A.

"***Qualified Receivables Financing***" means any Receivables Financing of a Receivables Subsidiary that meets the following conditions:

(1) the Board of Directors of the Issuer shall have determined in good faith that such Qualified Receivables Financing (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Issuer and the Receivables Subsidiary;

(2) all sales and/or contributions of accounts receivable and related assets to the Receivables Subsidiary are made at Fair Market Value (as determined in good faith by the Issuer); and

(3) the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by the Issuer) and may include Standard Securitization Undertakings.

"***Rating Agency***" means each of S&P and Moody's, or if either S&P or Moody's or both shall not make a rating on the Notes publicly available (for reasons outside the control of the Issuer), a statistical rating agency or agencies, as the case may be, nationally recognized in the United States and selected by the Issuer (as certified by a resolution of the Board of Directors of the Issuer) which shall be substituted for S&P's or Moody's, or both, as the case may be.

"***Receivables Financing***" means any transaction or series of transactions that may be entered into by the Issuer or any of its Subsidiaries pursuant to which the Issuer or any of its Subsidiaries may sell, convey or otherwise transfer to (a) a Receivables Subsidiary (in the case of a transfer by

the Issuer or any of its Subsidiaries) and (b) any other Person (in the case of a transfer by a Receivables Subsidiary), or may grant a security interest in, any accounts receivable (whether now existing or arising in the future) of the Issuer or any of its Subsidiaries, and any assets related thereto including, without limitation, all collateral securing such accounts receivable, all contracts and all Guarantees or other obligations in respect of such accounts receivable, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable and any Hedging Obligations entered into by the Issuer or any such Subsidiary in connection with such accounts receivable.

"***Receivables Repurchase Obligation***" means any obligation of a seller of receivables in a Qualified Receivables Financing to repurchase receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

"***Receivables Subsidiary***" means a Wholly Owned Restricted Subsidiary of the Issuer (or another Person formed for the purposes of engaging in Qualified Receivables Financing with the Issuer in which the Issuer or any Subsidiary of the Issuer makes an Investment and to which the Issuer or any Subsidiary of the Issuer transfers accounts receivable and related assets) which engages in no activities other than in connection with the financing of accounts receivable of the Issuer and its Subsidiaries, all proceeds thereof and all rights (contractual or other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the Board of Directors of the Issuer (as provided below) as a Receivables Subsidiary and:

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (a) is Guaranteed by the Issuer or any other Subsidiary of the Issuer (excluding Guarantees of obligations (other than the principal of and interest on, Indebtedness) pursuant to Standard Securitization Undertakings), (b) is recourse to or obligates the Issuer or any other Subsidiary of the Issuer in any way other than pursuant to Standard Securitization Undertakings, or (c) subjects any property or asset of the Issuer or any other Subsidiary of the Issuer, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(2) with which neither the Issuer nor any other Subsidiary of the Issuer has any material contract, agreement, arrangement or understanding other than on terms which the Issuer reasonably believes to be no less favorable to the Issuer or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Issuer; and

(3) to which neither the Issuer nor any other Subsidiary of the Issuer has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors of the Issuer shall be evidenced to the Trustee by filing with the Trustee a certified copy of the resolution of the Board of Directors of the Issuer giving effect to such designation and an Officer's Certificate certifying that such designation complied with the foregoing conditions.

"***Responsible Officer***" means, when used with respect to the Trustee, any officer at the Corporate Trust Office of the Trustee, including any vice president, assistant vice president, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by such officers who at the time shall have direct responsibility for the administration of this Indenture, or any officer of the Trustee to whom any corporate trust matter is referred because of such Person's knowledge of and familiarity with the particular subject.

"***Restricted Investment***" means an Investment other than a Permitted Investment

"***Restricted Subsidiary***" means, with respect to any Person, any Subsidiary of such Person other than an Unrestricted Subsidiary of such Person. Unless otherwise indicated in this Indenture, all references to Restricted Subsidiaries shall mean any Subsidiary of the Issuer other than an Unrestricted Subsidiary of the Issuer.

"***Rule 144***" means Rule 144 promulgated under the Securities Act.

"***Rule 144A***" means Rule 144A promulgated under the Securities Act.

"***Rule 903***" means Rule 903 promulgated under the Securities Act.

"***Rule 904***" means Rule 904 promulgated under the Securities Act.

"***Rule 144A Global Notes***" means one or more global notes substantially in the form of Exhibit A bearing the Global Note Legend and the Restricted Note Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee, that collectively shall be issued in a total aggregate denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 144A.

"***Sale and Leaseback Transaction***" means an arrangement relating to property now owned or hereafter acquired by the Issuer or a Restricted Subsidiary whereby the Issuer or a Restricted Subsidiary transfers such property to a Person and the Issuer or such Restricted Subsidiary leases it from such Person, other than leases between the Issuer and a Restricted Subsidiary of the Issuer or between Restricted Subsidiaries of the Issuer.

"***S&P***" means Standard & Poor's Ratings Group or any successor to the rating agency business thereof.

"***SEC***" means the United States Securities and Exchange Commission.

"***Secured Debt***" means, as of any date of determination, the aggregate stated balance sheet amount of Indebtedness of such Person and its Restricted Subsidiaries on a consolidated basis calculated in accordance with GAAP that is then secured by a Lien on property or assets of such

Person and its Restricted Subsidiaries (including, without limitation, Capital Stock of another Person owned by such Person but excluding property or assets held in a defeasance or similar trust or arrangement for the benefit of the Indebtedness secured thereby), less Unrestricted Cash of such Person and its Restricted Subsidiaries.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Senior Secured Leverage Ratio***" means, as of any date of determination, the ratio of (1) Secured Debt of such Person as of the last day of the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of determination to (2) EBITDA of such Person for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of determination, with such adjustments to the amount of Secured Debt and EBITDA as are consistent with the adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio."

"***Significant Subsidiary***" means any Subsidiary that would constitute a "significant subsidiary" within the meaning of Article 1 of Regulation S-X under the Securities Act.

"***Similar Business***" means a business, the majority of whose revenues are derived from the type of activities conducted by the Issuer and its Subsidiaries as of the Issue Date, or any business or activity that is reasonably similar thereto or a reasonable extension, development or expansion thereof or ancillary thereto.

"***Specified Brazilian Tax Payment***" means any payment of taxes (including interest and penalties in connection therewith) in connection with that certain goodwill tax assessment issued on December 19, 2012 or any other subsequent assessment based on substantially similar allegations or claims by the Federal Revenue Department (Brazil) against Tilibra in an amount not to exceed, in the aggregate, the U.S. Dollar Equivalent of BRL111,000,000.

"***Standard Securitization Undertakings***" means representations, warranties, covenants, indemnities and guarantees of performance entered into by the Issuer or any Subsidiary of the Issuer which the Issuer has determined in good faith to be customary in a Receivables Financing including, without limitation, those relating to the servicing of the assets of a Receivables Subsidiary, it being understood that any Receivables Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"***Stated Maturity***" means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency beyond the control of the Issuer unless such contingency has occurred).

"***Subsidiary***" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the

occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a subsidiary of such Person or (b) the only general partners of which are such Person or one or more subsidiaries of such Person (or any combination thereof).

"***Subsidiary Guarantors***" means any Subsidiary of the Issuer that executes a Note Guarantee in accordance with the provisions of this Indenture, and their respective successors and assigns, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of this Indenture.

"***TIA***" means the Trust Indenture Act of 1939, as amended (15 U.S.C. Sections 77aaa-77bbbb), as in effect on the date of this Indenture.

"***Tilibra***" means Tilibra Produtos de Papelaria Ltda., a Subsidiary of the Issuer.

"***Total Assets***" means the total consolidated assets of the Issuer and its Restricted Subsidiaries, as shown on the most recent balance sheet of the Issuer then available, after giving pro forma effect for acquisitions or dispositions of Persons, divisions or lines of business that had occurred on or after such balance sheet date and on or prior to such date of determination.

"***Total Debt***" means, with respect to any specified Person as of any date of calculation, the aggregate stated balance sheet amount of all Indebtedness of such Person and its Restricted Subsidiaries on a consolidated basis calculated in accordance with GAAP, less Unrestricted Cash of such Person and its Restricted Subsidiaries.

"***Total Leverage Ratio***" means, as of any date of determination, the ratio of (1) Total Debt of such Person as of the last day of the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of determination to (2) EBITDA of such Person for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of determination, with such adjustments to the amount of Total Debt and EBITDA as are consistent with the adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio".

"***Transactions***" means, collectively, the transactions contemplated by the Acquisition Agreement, the issuance of the Notes and the redemption of the Existing Senior Notes.

"***Treasury Rate***" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the

period from the redemption date to December 15, 2019; *provided, however*, that if the period from the redemption date to December 15, 2019, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"***Trustee***" means Wells Fargo Bank, National Association, a nationally chartered banking association, as trustee hereunder, until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving as trustee hereunder.

"***Uniform Commercial Code***" means the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

"***Unrestricted Cash***" means, with respect to any Person, as of any date of determination, cash or Cash Equivalents of such Person and its Restricted Subsidiaries that would not appear as "restricted", in accordance with GAAP, on a consolidated balance sheet of such Person and its Restricted Subsidiaries as of such date.

"***Unrestricted Subsidiary***" means

(1) any Subsidiary of the Issuer that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of the Issuer in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Issuer may, subject to Section 4.16, designate any Subsidiary of the Issuer (including any newly acquired or newly formed Subsidiary of the Issuer) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests of, or owns or holds any Lien on any property of, the Issuer or any other Subsidiary of the Issuer that is not a Subsidiary of the Subsidiary to be so designated; *provided*, *however*, that the Subsidiary to be so designated and its Subsidiaries do not at the time of designation have and do not thereafter Incur any Indebtedness pursuant to which the lender has recourse to any assets of the Issuer or any of its Restricted Subsidiaries; *provided*, *further*, *however*, that either:

(a)the Subsidiary to be so designated has total consolidated assets of $1,000 or less; or

(b)if such Subsidiary has consolidated assets greater than $1,000, then such designation would be permitted under the covenant described in Section 4.04.

The Board of Directors of the Issuer may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided*, however, that immediately after giving effect to such designation:

(1) (a) the Issuer could Incur $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a) or (b) the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries would be greater than such ratio for the Issuer and its Restricted Subsidiaries immediately prior to such

designation, in each case on a *pro forma* basis taking into account such designation, and

(2) no Event of Default shall have occurred and be continuing.

Any such designation by the Board of Directors of the Issuer shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the resolution of the Board of Directors of the Issuer giving effect to such designation and an Officer's Certificate certifying that such designation complied with the foregoing provisions.

"***U.S. Dollar Equivalent***" means, with respect to any monetary amount in a currency other than U.S. dollars, at any time for determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the spot rate for the purpose of U.S. dollars with the applicable foreign currency as published in The Wall Street Journal in the "Exchange Rates" column under the heading "Currency Trading" on the date two Business Days prior to such determination.

"***Voting Equity Interests***" of any Person as of any date means the Equity Interests of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"***Voting Stock***" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"***Weighted Average Life to Maturity***" means, when applied to any Indebtedness or Disqualified Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock multiplied by the amount of such payment, by

(2) the sum of all such payments.

"***Wholly Owned Restricted Subsidiary***" means any Wholly Owned Subsidiary that is a Restricted Subsidiary.

"***Wholly Owned Subsidiary***" of any Person means a Subsidiary of such Person 100% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person or by such Person and one or more Wholly Owned Subsidiaries of such Person.

Other Definitions.

| **Term** | **Defined in Section** |
|---|---|
| Act | Section 12.18(a) |
| Affiliate Transaction | Section 4.07(a) |

| Term | Defined in Section |
| --- | --- |
| Asset Sale Offer | Section 4.06(c) |
| Asset Sale Offer Period | Section 4.06(d) |
| Change of Control Offer | Section 4.08(b) |
| Covenant Defeasance | Section 8.03 |
| Covenant Suspension Event | Section 4.16(a) |
| Custodian | Section 6.01 |
| Declaration | Section 6.02 |
| Definitive Note | Appendix A |
| Event of Default | Section 6.01 |
| Excess Proceeds | Section 4.06(c) |
| Guaranteed Obligations | Section 11.01(a) |
| Initial Notes | Preamble |
| Legal Defeasance | Section 8.02 |
| Majority Holders | Section 6.02 |
| Notes | Preamble |
| Notes Custodian | Appendix A |
| Notice of Default | Section 6.01 |
| Offer Amount | Section 3.09(a) |
| Offer Period | Section 3.09(a) |
| Paying Agent | Section 2.04(a) |
| protected purchaser | Section 2.08 |
| Purchase Agreement | Appendix A |
| Purchase Date | Section 3.09(a) |
| Refinancing Indebtedness | Section 4.03(b)(xiii) |
| Refunding Capital Stock | Section 4.04(b)(ii) |
| Registrar | Section 3.09 |
| Regulation S | Appendix A |
| Regulation S Legend | Appendix A |
| Repurchase Offer | Section 3.09 |
| Restricted Definitive Note | Appendix A |
| Restricted Global Note | Appendix A |
| Restricted Note | Appendix A |
| Restricted Notes Legend | Appendix A |
| Restricted Payments | Section 4.04(a)(iv) |
| Restricted Period | Appendix A |
| Retired Capital Stock | Section 4.04(b)(ii) |
| Specified Courts | Section 12.10 |
| Suspended Covenants | Section 4.16(a) |
| Suspension Period | Section 4.16(a) |
| Unrestricted Global Note | Appendix A |
| Unrestricted Note | Appendix A |

Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the Trust Indenture Act ("***TIA***"), the provision is incorporated by reference in and made a part of this Indenture. Except with respect to specific provisions of the TIA expressly referenced in the provisions of this Indenture, the TIA shall not be applicable to, and shall not govern, this Indenture and the Notes. The following TIA terms have the following meanings:

"***Commission***" means the SEC;

"***indenture securities***" means the Notes and the Note Guarantees;

"***indenture security holder***" means a Holder;

"***indenture to be qualified***" means this Indenture;

"***indenture trustee***" or "***institutional trustee***" means the Trustee; and

"***obligor***" on the indenture securities means the Issuer, the Guarantors and any other successor obligor on the indenture securities.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

Rules of Construction. Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) "including" means including without limitation;

(e) words in the singular include the plural and words in the plural include the singular;

(f) no Indebtedness of any Person will be deemed to be contractually subordinated in right of payment to any other Indebtedness of such Person solely by virtue of being unsecured or by virtue of being secured on a junior priority basis.

(g) "herein," "hereof" and other word of similar import refer to this Indenture as a whole and not to any particular Section, Article or other subdivision;

(h) the principal amount of any non-interest bearing or other discount security at any date shall be the principal amount thereof that would be shown on a balance sheet of the issuer dated such date prepared in accordance with GAAP;

(i) the principal amount of any Preferred Stock shall be (i) the maximum liquidation value of such Preferred Stock or (ii) the maximum mandatory redemption or mandatory repurchase price with respect to such Preferred Stock, whichever is greater;

(j) unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP;

(k) "$" and "U.S. Dollars" each refer to United States dollars, or such other money of the United States of America that at the time of payment is legal tender for payment of public and private debts;

(l) "will" shall be interpreted to express a command;

(m) references to sections of or rules under the Securities Act or the Exchange Act shall be deemed to include substitute, replacement of successor sections or rules adopted by the SEC from time to time; and

(n) all references to Sections or Articles or Exhibits refer to Sections or Articles or Exhibits of, or to, this Indenture unless otherwise indicated.

## ARTICLE TWO
## THE NOTES

Amount of Notes; Additional Notes. The aggregate principal amount of Initial Notes which may be authenticated and delivered under this Indenture as Definitive Notes on the Issue Date is $400,000,000. All Notes shall be substantially identical except as to denomination.

The Issuer may from time to time after the Issue Date issue Additional Notes under this Indenture in an unlimited principal amount, so long as (i) the Incurrence of the Indebtedness represented by such Additional Notes is at such time permitted by Section 4.03 and Section 4.12 and (ii) such Additional Notes are issued in compliance with the other applicable provisions of this Indenture.

With respect to any Additional Notes issued after the Issue Date (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 2.07, Section 2.08, Section 2.10, Section 3.07, Section 3.09(d), Section 4.06(g) and Section 4.08(c) or Appendix A), there shall be (a) established in or pursuant to a resolution of the Board of Directors and (b) set forth or determined in the manner provided in an Officer's Certificate or established in one or more indentures supplemental hereto, prior to the issuance of such Additional Notes:

(i) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to, and under the terms of, this Indenture;

(ii) the issue price and issuance date of such Additional Notes, including the date from which interest on such Additional Notes shall accrue; and

(iii) that such Additional Notes shall be issuable in whole or in part in the form of one or more Global Notes and, in such case, the Depositary for such Global Notes, the form of legend or legends which shall be borne by such Global Notes in addition to or in lieu of those set forth in Exhibit A hereto and any circumstances in addition to or in lieu of those set forth in Section 2.2 of Appendix A in which any such Global Notes may be exchanged in whole or in part for Additional Notes registered, or any transfer of such Global Notes in whole or in part may be registered, in the name or names of Persons other than the Depositary for such Global Notes or a nominee thereof.

If any of the terms of any Additional Notes are established by action taken pursuant to a resolution of the Board of Directors, a copy of an appropriate record of such action shall be certified by the Secretary or any Assistant Secretary of the Issuer and delivered to the Trustee at the time of or prior to the delivery of the Officer's Certificate or the indenture supplemental hereto setting forth the terms of the Additional Notes.

Form and Dating. Provisions relating to the Notes are set forth in Appendix A, which is hereby incorporated in and expressly made a part of this Indenture. The Initial Notes and any Additional Notes if issued as Restricted Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto, which is hereby incorporated in and expressly made a part of this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule, agreements to which the Issuer or any Guarantor is subject, if any, or usage. Each Note shall be dated the date of its authentication. The Notes shall be issuable only in registered, global form without interest coupons and in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Notes will be issued at the closing of the offering described in the Offering Memorandum only against payment to the Issuer in immediately available funds.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture, and the Issuer, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

Execution and Authentication. The Trustee shall authenticate and make available for delivery upon a written order of the Issuer signed by one Officer and an Opinion of Counsel (a) Initial Notes for original issue on the date hereof in an aggregate principal amount of $400,000,000 and (b) subject to the terms of this Indenture, Additional Notes in an aggregate principal amount to be determined at the time of issuance and specified therein. Such order shall specify the amount of the Notes to be authenticated and the date on which the original issue of Notes is to be authenticated.

At least one Officer shall sign the Notes for the Issuer by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

A Note shall not be valid until an authorized signatory of the Trustee manually signs the certificate of authentication on the Note. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee may appoint one or more authenticating agents reasonably acceptable to the Issuer to authenticate the Notes. Any such appointment shall be evidenced by an instrument signed by a Responsible Officer, a copy of which shall be furnished to the Issuer. Unless limited by the terms of such appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

Registrar and Paying Agent. (a) The Issuer shall maintain (i) an office or agency where Notes may be presented for registration of transfer or for exchange (the "Registrar") and (ii) an office or agency where Notes may be presented for payment (the "Paying Agent"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Issuer may have one or more co-registrars and one or more additional paying agents. The term "***Registrar***" includes any co-registrars. The term "***Paying Agent***" includes the Paying Agent and any additional paying agents. The Issuer initially appoints (i) the Trustee as Registrar, Paying Agent and also, with respect to the Global Notes, as the Notes Custodian, and (ii) DTC to act as Depositary with respect to the Global Notes. The Issuer may change the Paying Agent or Registrar without prior notice to any Holder.

(a) The Issuer may enter into an appropriate agency agreement with any Registrar or Paying Agent not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee of the name and address of any such agent. If the Issuer fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.06. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar.

(b) The Issuer may remove any Registrar or Paying Agent upon written notice to such Registrar or Paying Agent and to the Trustee; *provided*, *however*, that no such removal shall become effective until (i) if applicable, acceptance of an appointment by a successor as evidenced by an appropriate agreement entered into by the Issuer and such successor Registrar or Paying Agent, as the case may be, and delivered to the Trustee or (ii) notification to the Trustee that the Trustee shall serve as Registrar or Paying Agent until the appointment of a successor in accordance with clause (i) above. The Registrar or Paying Agent may resign at any time upon written notice to the Issuer and the Trustee; *provided*, *however*, that the Trustee may resign as Paying Agent or Registrar only if the Trustee also resigns as Trustee in accordance with Section 7.07.

Paying Agent to Hold Money in Trust. On or prior to 12 p.m. New York City time on each due date of the principal of, premium (if any), interest (if any) on any Note, the Issuer shall deposit with each Paying Agent (or if the Issuer or a Wholly Owned Subsidiary of the Issuer is acting as Paying Agent, segregate and hold in trust for the benefit of the Persons entitled thereto) a sum sufficient to pay such amounts when so becoming due. The Issuer shall require each Paying Agent (other than the Trustee) to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal of,

premium (if any), interest (if any) on the Notes, and shall notify the Trustee of any default by the Issuer in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. If the Issuer or a Wholly Owned Subsidiary of the Issuer acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it in trust for the benefit of Holders. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by such Paying Agent. Upon complying with this Section 2.05, a Paying Agent (if other than the Issuer or one of its Wholly Owned Subsidiaries) shall have no further liability for the money delivered to the Trustee. Upon any bankruptcy or reorganization proceedings relating to the Issuer, the Trustee shall serve as Paying Agent for the Notes.

Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders. If the Trustee is not the Registrar, the Issuer shall furnish, or cause the Registrar to furnish, to the Trustee, in writing at least five Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form as the Trustee may reasonably require of the names and addresses of Holders as of such date.

Transfer and Exchange. The Notes shall be issued in registered form and shall be transferable only upon the surrender of a Note for registration of transfer and in compliance with Appendix A. When a Note is presented to the Registrar with a request to register a transfer, the Registrar shall register the transfer as requested if its requirements therefor are met. When Notes are presented to the Registrar with a request to exchange them for an equal principal amount of Notes of other authorized denominations, the Registrar shall make the exchange as requested if the same requirements are met. To permit registration of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate Notes at the Registrar's request. The Issuer shall not be required to make, and the Registrar need not register, transfers or exchanges of Notes (i) selected for redemption (except, in the case of Notes to be redeemed in part, the portion thereof not to be redeemed) or of any Notes for a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption and ending at the close of business on the day of selection or (ii) tendered and not withdrawn in connection with a Change of Control Offer or an Asset Sale Offer.

Prior to the due presentation for registration of transfer of any Note, the Issuer, the Guarantors, the Trustee, the Paying Agent and the Registrar may deem and treat the Person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of, premium (if any), interest (if any) on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Issuer, any Guarantor, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

Any Holder of a beneficial interest in a Global Note shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in such Global Note may be effected only through a book-entry system maintained by (a) the Holder of such Global Note (or its agent) or (b) any Holder of a beneficial interest in such Global Note, and that ownership of a beneficial interest in such Global Note shall be required to be reflected in a book entry.

All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

No service charge shall be made to a Holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any transfer tax, assessments, stamp or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments, stamp or similar governmental charge payable upon exchanges pursuant to Section 2.10, Section 3.07, Section 3.09, Section 4.06, Section 4.08 and Section 9.04 of this Indenture).

Replacement Notes. If a mutilated Note is surrendered to the Registrar or the Trustee or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Issuer shall issue and, upon a written order of the Issuer signed by at least one Officer, the Trustee shall authenticate a replacement Note if the requirements of Section 8-405 of the Uniform Commercial Code are met, such that the Holder (a) satisfies the Issuer or the Trustee within a reasonable time after such Holder has notice of such loss, destruction or wrongful taking and the Registrar does not register a transfer prior to receiving such notification, (b) makes such request to the Issuer or the Trustee prior to the Note being acquired by a protected purchaser as defined in Section 8-303 of the Uniform Commercial Code (a "***protected purchaser***") and (c) and the Holder satisfies any other reasonable requirements of the Trustee. If required by the Trustee or the Issuer, such Holder shall furnish an indemnity bond sufficient in the judgment of the Trustee to protect the Trustee, a Paying Agent and the Registrar, and sufficient in the judgment of the Issuer to protect the Issuer, from any loss that any of them may suffer if a Note is replaced. The Issuer and the Trustee may charge the Holder for their expenses in replacing a Note (including without limitation, attorneys' fees and disbursements in replacing such Note). In the event any such mutilated, lost, destroyed or wrongfully taken Note has become or is about to become due and payable, the Issuer in its discretion may pay such Note instead of issuing a new Note in replacement thereof.

Every replacement Note is an additional obligation of the Issuer and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

The provisions of this Section 2.08 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, lost, destroyed or wrongfully taken Notes.

Outstanding Notes. Notes outstanding at any time are all Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation and those described in this Section 2.09 as not outstanding. Subject to Section 12.06, a Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note.

If a Note is replaced pursuant to Section 2.08 (other than a mutilated Note surrendered for replacement), it ceases to be outstanding unless the Trustee and the Issuer receive proof satisfactory to them that the replaced Note is held by a protected purchaser. A mutilated Note ceases to be outstanding upon surrender of such Note and replacement thereof pursuant to Section 2.08.

If a Paying Agent (other than the Issuer, a Wholly Owned Subsidiary of the Issuer or an Affiliate of any of the foregoing) segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date, money sufficient to pay all amounts due and payable on that date with respect to the Notes (or portions thereof) to be redeemed or maturing, as the case may be, and no Paying Agent is prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture, then on and after that date such Notes (or portions thereof) shall be deemed to be no longer outstanding and shall cease to accrue interest. If the principal amount of any Note is considered paid under Section 4.01, it ceases to be outstanding and interest on it ceases to accrue.

Temporary Notes. In the event that Definitive Notes are to be issued under the terms of this Indenture, until such Definitive Notes are ready for delivery, the Issuer may prepare and, upon a written order of the Issuer signed by an Officer, the Trustee shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of Definitive Notes but may have variations that the Issuer considers appropriate for temporary Notes. Without unreasonable delay, the Issuer shall prepare, and upon a written order of the Issuer signed by an Officer, the Trustee shall authenticate Definitive Notes and make them available for delivery in exchange for temporary Notes upon surrender of such temporary Notes at the office or agency of the Issuer, without charge to the Holder. Until such exchange, temporary Notes shall be entitled to the same rights, benefits and privileges as Definitive Notes.

Cancellation. The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and each Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment or cancellation and shall dispose of canceled Notes in accordance with its customary procedures. The Issuer may not issue new Notes to replace Notes it has redeemed, paid or delivered to the Trustee for cancellation. Certification of the disposition of all canceled Notes shall be delivered to the Issuer upon request. The Trustee shall not authenticate Notes in place of canceled Notes other than pursuant to the terms of this Indenture.

Defaulted Interest. If the Issuer defaults in a payment of interest on the Notes, the Issuer shall pay the defaulted interest then borne by the Notes (plus interest on such defaulted interest to the extent lawful) in any lawful manner to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01. The Issuer shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Issuer shall fix or cause to be fixed each such special record date and payment date, provided that no such special record date shall be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before the special record date, the Issuer (or, upon the written request of the Issuer, the Trustee in the name and at the expense of the Issuer) shall mail or cause to be mailed or sent to each affected Holder a notice stating the special record date, the related payment date and the amount of such interest to be paid.

CUSIP Numbers, ISINs, etc. The Issuer in issuing the Notes may use CUSIP numbers, ISINs and "Common Code" numbers (if then generally in use) and, if so, the Trustee shall use CUSIP numbers, ISINs and "Common Code" numbers in notices as a convenience to Holders;

*provided*, *however*, that any such notice may state that (x) no representation is made as to the correctness of such numbers, either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes and (y) any such notice shall not be affected by any defect in or omission of such numbers. The Issuer shall advise the Trustee of any change in the CUSIP numbers, ISINs and "Common Code" numbers.

Calculation of Principal Amount of Notes Outstanding. With respect to any matter requiring consent, waiver, approval or other action of the Holders of a specified percentage of the principal amount of all the Notes, such percentage shall be calculated, on the relevant date of determination, by dividing (a) the principal amount, as of such date of determination, of Notes, the Holders of which have so consented, by (b) the aggregate principal amount, as of such date of determination, of the Notes then outstanding, in each case, as determined in accordance with the preceding sentence, Section 2.09 and Section 12.06 of this Indenture. Any such calculation made pursuant to this Section 2.14 shall be made by the Issuer and delivered to the Trustee pursuant to an Officer's Certificate.

Methods of Receiving Payments on the Notes. The Issuer and the Trustee will treat the Persons in whose names the Notes, including the Global Notes, are registered as the owners of the Notes for the purpose of receiving payments and for all other purposes. The Issuer will make payments in respect of the Notes represented by the Global Notes, including principal, premium, if any, and interest, by wire transfer of immediately available funds to the accounts specified by the Depositary, as registered Holder of the Global Notes under this Indenture. The Issuer will make all payments of principal, interest and premium, if any, with respect to Definitive Notes by wire transfer of immediately available funds to the accounts specified by the Holders of the Definitive Notes or, if no such account is specified, by mailing a check to each such Holder's registered address. All other payments on Notes shall be made at the office or agency of the Paying Agent and Registrar unless the Issuer elects to make interest payments by check mailed to the Holders at their addresses set forth in the register of Holders. The Issuer shall inform each Paying Agent of such election.

Payments in Respect of Global Notes. Upon receipt by the Depositary of any payment of principal of, premium on, if any, and interest on any Global Note, the Depositary will immediately credit, on its book-entry registration and transfer system, the accounts of Participants with payments in amounts proportionate to their respective beneficial interests in the principal or face amount of such Global Note as shown on the records of the Depositary. Payments by Participants and Indirect Participants to owners of beneficial interests in a Global Note held through such Participants or Indirect Participants will be (i) governed by standing instructions and customary practices as is now the case with securities held for customer accounts registered in "street name" and (ii) the sole responsibility of the Participants or the Indirect Participants and not the responsibility of the Depositary, the Trustee or the Issuer. Neither the Issuer nor the Trustee will be liable for any delay by the Depositary or any of the Participants or the Indirect Participants in identifying the owners of beneficial interests in the Notes, and the Issuer and the Trustee may conclusively rely on and will be protected in relying on instructions from the Depositary or its nominee for all purposes.

## ARTICLE THREE
## REDEMPTION

Applicability of Article. Redemption of Notes at the election of the Issuer or otherwise, as permitted or required by any provision of this Indenture, shall be made in accordance with such provision and this Article Three.

Notices to Trustee. If the Issuer elects to redeem Notes pursuant to the optional redemption provisions of Section 3.08, the Issuer shall furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date, a notice in writing setting forth (a) the clause of this Indenture pursuant to which the redemption shall occur; (b) the redemption date; (c) the principal amount of Notes to be redeemed; and (d) the redemption price. Such notice shall be accompanied by an Officer's Certificate and Opinion of Counsel from the Issuer to the effect that such redemption will comply with the conditions herein. If fewer than all the Notes are to be redeemed, the record date relating to such redemption shall be selected by the Issuer and given to the Trustee, which record date shall be not fewer than 15 days after the date of notice to the Trustee. Any such notice may be canceled at any time prior to notice of such redemption being mailed to any Holder and shall thereby be void and of no effect. If the redemption price is not known at the time such notice is to be given, the actual redemption price, calculated as described in the terms of the Notes, will be set forth in an Officer's Certificate of the Issuer delivered to the Trustee no later than two Business Days prior to the redemption date.

Selection of Notes to Be Redeemed.

(a) If less than all of the Notes are to be redeemed at any time, and the Notes are Global Notes, the Notes to be redeemed will be selected by DTC in accordance with Applicable Procedures. If the Notes to be redeemed are not Global Notes, the Trustee shall select Notes for redemption on a *pro rata* basis unless otherwise required by law or applicable stock exchange or depositary requirements. The Trustee shall make the selection from outstanding Notes not previously called for redemption.

(b) The Trustee shall promptly notify the Issuer in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of Notes selected will be in amounts of $2,000 or integral multiples of $1,000 in excess thereof, and no Notes of $2,000 or less shall be redeemed in part; *provided* that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not $2,000 or a multiple of $1,000 in excess thereof, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

Notice of Optional Redemption. (a) At least 30 days but not more than 60 days before a redemption date, the Issuer shall send to the Depositary in accordance with Applicable Procedures or mail or cause to be mailed by first class mail a notice of redemption to each Holder whose Notes are to be redeemed at such Holder's registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture.

Any such notice shall identify the Notes to be redeemed and shall state:

(i) the redemption date;

(ii) the redemption price (or manner of calculation if not then known) and the amount of accrued interest to the redemption date;

(iii) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion of the original Note shall be issued (or transferred by book entry) in the name of the Holder thereof upon cancellation of the original Note;

(iv) the name, telephone number and address of the Paying Agent;

(v) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price, plus accrued interest;

(vi) if fewer than all the outstanding Notes are to be redeemed, the certificate numbers and principal amounts of the particular Notes to be redeemed, the aggregate principal amount of Notes to be redeemed and the aggregate principal amount of Notes to be outstanding after such partial redemption;

(vii) that, unless the Issuer defaults in making such redemption payment or any Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest on Notes (or portion thereof) called for redemption ceases to accrue on and after the redemption date;

(viii) the paragraph of the Notes and or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed;

(ix) any conditions precedent to such redemption described in reasonable detail;

(x) the CUSIP number and ISIN and/or "Common Code" number, if any, printed on the Notes; and

(xi) that no representation is made as to the correctness or accuracy of the CUSIP number or ISIN and/or "Common Code" number, if any, listed in such notice or printed on the Notes.

(b) At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's name and at the Issuer's expense. In such event, the Issuer shall provide the Trustee with an Officer's Certificate requesting that the Trustee give such notice together with the notice to be given setting forth the information required by this Section at least five Business Days prior to the date of giving such notice of redemption (unless a shorter period shall be satisfactory to the Trustee). The notice, if mailed or sent in the manner provided herein shall be presumed to have been given, whether or not the Holder receives such notice. If any of the Notes are in the form of a Global Note, then the Issuer, or the Trustee at the Issuer's request, shall modify the notice to be given pursuant to this Section 3.04 and the method of delivery of such notice to the extent necessary to accord with the

Applicable Procedures that apply to the redemption of Global Notes and beneficial interests in Global Notes.

(c) Notice of any optional redemption of the Notes in connection with a corporate transaction (including an Equity Offering, an incurrence of Indebtedness or a Change of Control) may, at the Issuer's discretion be given prior to the completion of such corporate transaction, and any such redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, the completion of the related corporate transaction. In addition, if such redemption or purchase is subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Issuer's discretion, the redemption date may be extended until such time as any or all such conditions shall be satisfied or waived, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date as so extended. The Issuer shall provide written notice to the Trustee prior to the close of business two Business Days prior to the redemption date if any such redemption has been rescinded or delayed, and upon receipt the Trustee shall provide such notice to each holder of the Notes in the same manner in which the notice of redemption was given.

Effect of Notice of Redemption. Once notice of redemption is mailed in accordance with Section 3.04, Notes called for redemption become due on the date fixed for redemption, unless any conditions precedent have not been satisfied or waived. On and after the redemption date, unless the Issuer defaults in the payment of the redemption price or any Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest ceases to accrue on Notes or portions of them called for redemption. Upon surrender to the Paying Agent, such Notes shall be paid at the redemption price stated in the notice, plus accrued and unpaid interest, to the redemption date; *provided*, *however*, that if the redemption date is after a regular record date and on or prior to the interest payment date, the accrued interest shall be payable to the Holder of the redeemed Notes registered on the relevant record date. Failure to give notice or any defect in the notice to any Holder shall not affect the validity of the notice to any other Holder.

Deposit of Redemption Price.

(a) With respect to any Notes, on or prior to 10:00 a.m., New York City time, on the redemption date, the Issuer shall deposit with the Paying Agent (or, if the Issuer or a Wholly Owned Subsidiary of the Issuer is the Paying Agent, shall segregate and hold in trust) in immediately available funds money sufficient to pay the redemption price of, and accrued and unpaid interest on, all Notes or portions thereof to be redeemed on that date other than Notes or portions of Notes called for redemption that have been delivered by the Issuer to the Trustee for cancellation. The Paying Agent shall promptly return to the Issuer any money deposited with the Paying Agent by the Issuer in excess of the amounts necessary to pay the redemption price of, and accrued and unpaid interest on, all Notes to be redeemed.

(b) If the Issuer complies with the provisions of Section 3.06(a), on and after the redemption date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption. If a Note is redeemed on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose

name such Note was registered at the close of business on such record date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Issuer to comply with Section 3.06(a), interest shall be paid on the unpaid principal from the redemption date until such principal is paid and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01.

Notes Redeemed in Part. Upon surrender and cancellation of a Note that is redeemed in part, the Issuer shall execute and, upon a written order of the Issuer signed by an Officer, the Trustee shall authenticate for the Holder (at the Issuer's expense) a new Note (or transfer by book entry) equal in principal amount to the unredeemed portion of the Note surrendered.

Optional Redemption.

(a) At any time prior to December 15, 2019, the Issuer may, at its option, redeem up to 40% of the aggregate principal amount of Notes, upon not less than 30 no more than 60 days' prior notice, at a redemption price equal to 105.25% of the principal amount of the Notes redeemed, plus accrued and unpaid interest, if any, to but not including, the date of redemption, with the net cash proceeds of one or more Equity Offerings by the Issuer or a contribution to the Issuer's common equity capital made with the net cash proceeds of a concurrent Equity Offering by any direct or indirect parent company of the Issuer; *provided that*

(i) at least 50% of the aggregate principal amount of Notes originally issued under the indenture (excluding Notes held by the Issuer and the Issuer's Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(ii) notice of the redemption is mailed or sent to holders of the Notes within 120 days of the date of the closing of such Equity Offering.

(b) At any time prior to December 15, 2019, the Issuer may on any one or more occasions redeem all or a part of the Notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed, *plus* the Applicable Premium as of, and accrued and unpaid interest, if any, to, the date of redemption, subject to the rights of Holders of Notes on the relevant record date to receive interest on the relevant interest payment date.

(c) Except as set forth in paragraphs (a) and (b) of this Section 3.08, the Issuer shall not have the option to redeem the Notes pursuant to this Section prior to December 15, 2019.

(d) On or after December 15, 2019, the Issuer may redeem the Notes, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest thereon, if any, to, but not including the applicable redemption date, if redeemed during the 12-month period beginning on December 15 of the years indicated below, subject to the rights of Holders of Notes on the relevant record date to receive interest on the relevant interest payment date:

| Year | Percentage |
|---|---|
| 2019 | 103.938% |
| 2020 | 102.625% |
| 2021 | 101.313% |
| 2022 and thereafter | 100.000% |

Unless the Company defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

Repurchase Offers. In the event that, pursuant to Section 4.06 or Section 4.08, the Issuer shall be required to commence an offer to all Holders to purchase all or a portion of their respective Notes (a "***Repurchase Offer***"), the Issuer shall follow the procedures specified in Section 4.06 or Section 4.08, as applicable, and, to the extent not inconsistent therewith, the procedures specified in this Section 3.09.

(a) The Repurchase Offer shall remain open for a period of no less than 30 days and no more than 60 days following its commencement, except to the extent that a longer period is required by applicable law (the "***Offer Period***"). No later than three Business Days after the termination of the Offer Period (the "***Purchase Date***"), the Issuer shall purchase the principal amount of Notes required to be purchased pursuant to Section 4.06 or Section 4.08 (the "***Offer Amount***") or, if less than the Offer Amount has been tendered, all Notes tendered in response to the Repurchase Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

(b) If the Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Repurchase Offer.

(c) Upon the commencement of a Repurchase Offer, the Issuer shall send, by first class mail or pursuant to Applicable Procedures, a notice to the Trustee and each of the Holders, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Repurchase Offer. The Repurchase Offer shall be made to all Holders. The notice, which shall govern the terms of the Repurchase Offer, shall state:

(i) that the Repurchase Offer is being made pursuant to this Section 3.09 and either Section 4.06 or Section 4.08, and the length of time the Repurchase Offer shall remain open;

(ii) the Offer Amount, the purchase price and the Purchase Date;

(iii) that any Note not tendered or accepted for payment shall continue to accrue interest;

(iv) that, unless the Issuer defaults in making such payment, any Note (or portion thereof) accepted for payment pursuant to the Repurchase Offer shall cease to accrue interest after the Purchase Date;

(v) that Holders electing to have a Note purchased pursuant to a Repurchase Offer may elect to have Notes purchased only in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof;

(vi) that Holders electing to have a Note purchased pursuant to any Repurchase Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, or transfer by book-entry transfer, to the Issuer, a depositary, if appointed by the Issuer, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(vii) that Holders shall be entitled to withdraw their election if the Issuer, the Depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(viii) that, if the aggregate amount of Notes surrendered by Holders exceeds the Offer Amount, the Trustee shall, subject in the case of a Repurchase Offer made pursuant to Section 4.06 to the provisions of Section 4.06, select the Notes to be purchased on a pro rata basis (with such adjustments as may be deemed appropriate by the Trustee so that only Notes in denominations of $2,000, or integral multiples of $1,000 in excess thereof, shall be purchased); and

(ix) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

(d) On the Purchase Date, the Issuer shall, to the extent lawful, subject in the case of a Repurchase Offer made pursuant to Section 4.06 to the provisions of Section 4.06, accept for payment on a *pro rata* basis to the extent necessary, the Offer Amount of Notes (or portions thereof) tendered pursuant to the Repurchase Offer, or if less than the Offer Amount has been tendered, all Notes tendered, and shall deliver to the Trustee an Officer's Certificate stating that such Notes (or portions thereof) were accepted for payment by the Issuer in accordance with the terms of this Section 3.09. The Issuer, the Depositary or the Paying Agent, as the case may be, shall promptly (but in any case not later than three days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of Notes tendered by such Holder and accepted by the Issuer for purchase, and, if necessary, the Issuer shall promptly issue a new Note or Notes representing any unpurchased portion of the Note or Notes tendered. The Trustee, upon written request from the Issuer shall authenticate and mail or deliver such new Note or Notes (or transfer by book entry) to such Holder,

in a principal amount equal to any unpurchased portion of the Note or Notes surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Issuer to the respective Holder thereof. The Issuer shall publicly announce the results of the Repurchase Offer on the Purchase Date.

(e) The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to a Repurchase Offer. To the extent that the provisions of any securities laws or regulations conflict with Section 3.09, Section 4.06 or Section 4.08, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached their obligations under Section 3.09, Section 4.06 or Section 4.08 by virtue of such compliance.

(f) If any of the Notes are in the form of a Global Note, then the Issuer shall modify the notice set forth in Section 3.09(c) and the method of delivery of such notice to the extent necessary to accord with the Applicable Procedures that apply to the repurchase of Global Notes and beneficial interests in Global Notes.

## ARTICLE FOUR
## COVENANTS

Payment of Notes. The Issuer agrees that it shall promptly pay or cause to be paid, on or prior to 10:00 a.m., New York City time, the principal of, premium (if any) and interest on the Notes on the dates and in the manner provided in the Notes and in this Indenture. An installment of principal, premium (if any) and interest shall be considered paid on the date due if on such date the Paying Agent, if other than the Issuer or one of its Wholly Owned Subsidiaries, holds as of 12:00 p.m. New York City time money deposited by the Issuer in immediately available funds sufficient to pay all principal, premium (if any) and interest then due and the Paying Agent is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture.

The Issuer shall pay interest (including post petition interest in any proceeding under any Bankruptcy Law) on overdue principal of the Notes at the rate specified therefor in the Notes, and shall pay interest on the Notes at the rate on overdue installments of interest (without regard to any applicable grace period) at the same rate borne by the Notes to the extent lawful.

The Issuer will be responsible for making calculations called for under the Notes, including but not limited to determination of redemption price, premium, if any, and any additional amounts or other amounts payable on the Notes. The Issuer will make the calculations in good faith and, absent manifest error, its calculations will be final and binding on the Holders. The Issuer will provide a schedule of its calculations to the Trustee when requested by the Trustee, and the Trustee is entitled to rely conclusively on the accuracy of the Issuer's calculations without independent verification.

Reports. (a) Notwithstanding that the Issuer may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, the Issuer shall file with the SEC (and provide the Trustee and Holders

with copies thereof, without cost to the Trustee and each Holder, within 15 days after it files them with the SEC),

(i) within the time period specified in the SEC's rules and regulations, annual reports on Form 10-K (or any successor or comparable form) containing the information required to be contained therein (or required in such successor or comparable form),

(ii) within the time period specified in the SEC's rules and regulations, reports on Form 10-Q (or any successor or comparable form) containing the information required to be contained therein (or required in such successor or comparable form),

(iii) promptly from time to time after the occurrence of an event required to be therein reported (and in any event within the time period specified in the SEC's rules and regulations), such other reports on Form 8-K (or any successor or comparable form), and

(iv) any other information, documents and other reports which the Issuer would be required to file with the SEC if it were subject to Section 13 or 15(d) of the Exchange Act;

*provided*, *however*, that the Issuer shall not be so obligated to file such reports with the SEC if the SEC does not permit such filing, in which event the Issuer will put such information on its website, in addition to providing such information to the Trustee and the Holders, in each case within 15 days after the time the Issuer would be required to file such information with the SEC if it were subject to Section 13 or 15(d) of the Exchange Act.

(b) The Issuer shall make the information specified in this Section 4.02 available to prospective investors in the Notes upon request. In addition, the Issuer shall, for so long as any Notes remain outstanding during any period when it is not subject to Section 13 or 15(d) of the Exchange Act, furnish to the Holders of the Notes and to prospective investors in the Notes, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act until such time as the Notes are freely tradeable under Rule 144.

Notwithstanding the foregoing, the Issuer will be deemed to have furnished such documents and reports referred to in this Section 4.02 to the Trustee and the Holders if the Issuer has filed such reports with the SEC via the EDGAR filing system and such reports are publicly available. The Trustee shall have no obligation to determine whether or not such information, documents or reports have been filed through the EDGAR filing system (or such successor thereto) or posted on the Issuer's website.

In the event that any direct or indirect parent of the Issuer is or becomes a Guarantor of the Notes, the Issuer may satisfy its obligations under this Section 4.02 with respect to financial information relating to the Issuer by furnishing financial information relating to such direct or indirect parent; *provided* that if required by Rule 3-10 of Regulation S-X of the Securities Act, the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such direct or indirect parent and any of its Subsidiaries other than the Issuer and its Subsidiaries, on the one hand, and the information relating to the Issuer, the

Guarantors and the other Subsidiaries of the Issuer on a standalone basis, on the other hand. Except as specifically provided in the foregoing sentence, in no event will the Issuer be required by this covenant to include in any reports the separate financial information contemplated by Rule 3-10 of Regulation S-X promulgated by the SEC under the Exchange Act or any successor rule or provision.

Delivery of such reports, information and documents to the Trustee is for information purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively (subject to Article Seven) on Officer's Certificates). The Trustee shall not be obligated to monitor or confirm, on a continuing basis or otherwise, the Issuer's compliance with the covenants or with respect to any reports or other documents filed with the SEC or EDGAR or any website under the Indenture, or participate in any conference calls.

Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock. (a) (i) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) or issue any shares of Disqualified Stock; and (ii) the Issuer shall not permit any of its Restricted Subsidiaries to issue any shares of Preferred Stock; *provided*, *however*, that the Issuer, and any Restricted Subsidiary that is a Guarantor may Incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock and the Issuer and any Restricted Subsidiary may issue shares of Preferred Stock, in each case if the Fixed Charge Coverage Ratio of the Issuer for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is Incurred or such Disqualified Stock or Preferred Stock is issued would have been at least 2.00 to 1.00 determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been Incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of proceeds therefrom had occurred at the beginning of such four-quarter period.

(a) The limitations set forth in Section 4.03(a) shall not apply to:

(i) the Incurrence by the Issuer or its Restricted Subsidiaries of Indebtedness under Credit Facilities and the issuance and creation of letters of credit and bankers' acceptances thereunder (with letters of credit and bankers' acceptances being deemed to have a principal amount equal to the face amount thereof) up to an aggregate principal amount at any one time not to exceed the greater of (a) $1,400.0 million or (b) the Borrowing Base;

(ii) the Incurrence by the Issuer and the Guarantors of Indebtedness represented by the Notes and the related Note Guarantees to be Incurred on or prior to the Issue Date;

(iii) the Existing Indebtedness of the Issuer and its Restricted Subsidiaries;

(iv) Indebtedness Incurred by the Issuer or any of its Restricted Subsidiaries constituting reimbursement obligations with respect to letters of credit issued in the ordinary course of business, including without limitation letters of credit in respect of workers'

compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance, or other Indebtedness with respect to reimbursement type obligations regarding workers' compensation claims; *provided, however*, that upon the drawing of such letters of credit (other than letters of credit issued under the Credit Agreement), such obligations are reimbursed within 30 days following such drawing;

(v) Indebtedness arising from agreements of the Issuer or any of its Restricted Subsidiaries providing for indemnification, adjustment of purchase price, non-competes or similar obligations, in each case, Incurred in connection with the disposition of any business, assets or a Subsidiary of the Issuer;

(vi) Indebtedness of the Issuer to a Restricted Subsidiary; provided that any such Indebtedness owed to a Restricted Subsidiary that is not a Guarantor or the Issuer is subordinated in right of payment to the Obligations with respect to the Notes and the Note Guarantees; *provided*, further, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an Incurrence of such Indebtedness;

(vii) shares of Preferred Stock of a Restricted Subsidiary issued to the Issuer or another Restricted Subsidiary; *provided* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary that holds such shares of Preferred Stock of another Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an issuance of shares of Preferred Stock;

(viii) Indebtedness of a Restricted Subsidiary to the Issuer or another Restricted Subsidiary; *provided* that if a Guarantor or the Issuer incurs such Indebtedness to a Restricted Subsidiary that is not a Guarantor or the Issuer, such Indebtedness is subordinated in right of payment to the Obligations with respect to the Notes and the related Note Guarantee; *provided*, further, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary holding such Indebtedness ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an Incurrence of such Indebtedness;

(ix) Hedging Obligations of the Issuer or a Restricted Subsidiary that are Incurred in the ordinary course of business and not Incurred for speculative purposes;

(x) obligations in respect of performance, bid, appeal, custom and surety bonds and completion guarantees provided by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business or in connection with the enforcement of rights or claims of the Issuer or any of its Restricted Subsidiaries;

(xi) any Guarantee by the Issuer or a Restricted Subsidiary of Indebtedness or other obligations of the Issuer or any of its Restricted Subsidiaries so long as the Incurrence of such Indebtedness is permitted under the terms of this Indenture; provided that if such Indebtedness is by its express terms subordinated in right of payment to the Notes or the Note Guarantee of such Guarantor, as applicable, any such Guarantee of the Issuer or such Subsidiary Guarantor with respect to such Indebtedness shall be subordinated in right of payment to the Notes or such Guarantor's Note Guarantee with respect to the Notes, as applicable, to the same extent as such Indebtedness is subordinated to the Notes or the Note Guarantee of such Guarantor, as applicable;

(xii) Indebtedness of the Issuer or a Restricted Subsidiary arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided* that such Indebtedness is extinguished within five (5) Business Days of its Incurrence;

(xiii) the Incurrence by the Issuer or any of its Restricted Subsidiaries of Indebtedness or the issuance of Disqualified Stock or Preferred Stock of a Restricted Subsidiary of the Issuer which serves to extend, refund, refinance, renew, replace or defease any Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or any of its Restricted Subsidiaries Incurred or issued as permitted in Section 4.03(a) and clauses (ii), (iii), (xiv), (xvi), (xviii) and (xix) of this Section 4.03(b) or any Indebtedness Incurred or Disqualified Stock or Preferred Stock Incurred or issued pursuant to this clause (xiii) to so refund or refinance such Indebtedness, Disqualified Stock or Preferred Stock (subject to the following proviso, "Refinancing Indebtedness") prior to its respective maturity; *provided, however*, that such Refinancing Indebtedness:

(1) has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the shorter of (x) the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being refunded or refinanced and (y) the Weighted Average Life to Maturity that would result if all payments of principal on the Indebtedness, Disqualified Stock or Preferred Stock being refunded or refinanced that were due on or after the date one year following the last maturity date of the Notes then outstanding were instead due on such date one year following the last date of maturity of the Notes;

(2) to the extent such Refinancing Indebtedness refinances (a) Indebtedness subordinated in right of payment to the Notes or the Note Guarantee of such Restricted Subsidiary, as applicable, such Refinancing Indebtedness is subordinated in right of payment to the Notes or the Note Guarantees of such Restricted Subsidiary, as applicable or (b) Disqualified Stock or Preferred Stock, if such Refinancing Indebtedness is Disqualified Stock or Preferred Stock;

(3) is Incurred in an aggregate principal amount or face or liquidation amount (or if issued with original issue discount, an aggregate accreted price) that is equal to or less than the aggregate principal amount or face or liquidation amount

(or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness, Disqualified Stock or Preferred Stock being refunded, refinanced, renewed, replaced or defeased plus all accrued interest and premium, fees and expenses Incurred in connection with such refinancing, refunding, renewing, replacement or defeasance; and

(4) shall not include (x) Indebtedness of a Restricted Subsidiary of the Issuer that is not a Guarantor or the Issuer that refinances Indebtedness of the Issuer or a Restricted Subsidiary that is a Guarantor or the Issuer, or (y) Indebtedness of the Issuer or a Restricted Subsidiary that refinances Indebtedness of an Unrestricted Subsidiary;

(xiv) Indebtedness of the Issuer or any of its Restricted Subsidiaries represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, Incurred on or after the Issue Date and no later than 180 days after the date of purchase or completion of construction, improvement, repair or replacement of property (real or personal), plant or equipment used in the business of the Issuer or any Restricted Subsidiary for the purpose of financing all or any part of the purchase price or cost thereof (where, in the case of a purchase, such purchase may be effected directly or through the purchase of the Capital Stock of the Person owning such property, plant and equipment), in the aggregate principal amount, including all Refinancing Indebtedness permitted to be Incurred under this Indenture to refund, refinance, renew or defease or replace any Indebtedness Incurred pursuant to the provision described in this clause (xiv), not to exceed the greater of (a) $100.0 million or (b) 4.00% of Total Assets, as of the date of such incurrence;

(xv) Indebtedness of the Issuer or any Restricted Subsidiary, to the extent the net proceeds thereof are promptly deposited to defease, redeem or to satisfy and discharge the Notes;

(xvi) the Incurrence of Acquired Indebtedness or other Indebtedness incurred in connection with, or in contemplation of, an acquisition (including by way of merger or consolidation) by the Issuer or a Restricted Subsidiary; *provided* that, after giving effect to the transactions that result in the Incurrence or issuance thereof, the Fixed Charge Coverage Ratio would be equal to or greater than immediately prior to such transactions and Incurrence;

(xvii) Indebtedness Incurred by a Receivables Subsidiary in a Qualified Receivables Financing that is without recourse to the Issuer or any Restricted Subsidiary other than a Receivables Subsidiary (except for Standard Securitization Undertakings);

(xviii) Indebtedness or Disqualified Stock or Preferred Stock of the Issuer or any of its Restricted Subsidiaries in an aggregate principal amount or liquidation preference, including the Refinancing Indebtedness permitted to be Incurred under this Indenture to refund, refinance, renew, replace or defease any Indebtedness, Disqualified Stock or Preferred Stock Incurred pursuant to this clause (xviii), not to exceed the greater of (a) $125.0 million or (b) 5.00% of the Total Assets, as of the date of such incurrence;

(xix) the Incurrence by any Foreign Subsidiary of Indebtedness in an aggregate principal amount or liquidation preference, including the Refinancing Indebtedness permitted to be Incurred under this Indenture to refund, refinance, renew, replace or defease any Indebtedness Incurred pursuant to this clause (xix), not to exceed the greater of (a) $125.0 million or (b) 5.00% of the Total Assets, as of the date of such incurrence;

(xx) Indebtedness Incurred by the Issuer or any of its Restricted Subsidiaries consisting of obligations to pay insurance premiums or take-or-pay obligations contained in supply arrangements Incurred in the ordinary course of business;

(xxi) Indebtedness in respect of overdraft facilities, employee credit card programs and other cash management arrangements Incurred in the ordinary course of business;

(xxii) Indebtedness representing deferred compensation or equity-based compensation to current or former officers, directors, consultants, advisors or employees of the Issuer or any of its Restricted Subsidiaries Incurred in the ordinary course of business and Indebtedness issued by the Issuer or any of its Restricted Subsidiaries to current or former officers, directors, consultants, advisors or employees thereof (or their spouses or former spouses or heirs, trusts, estates or beneficiaries under their estates) to finance the purchase or redemption of Equity Interests of the Issuer or any direct or indirect parent company of the Issuer to the extent permitted by Section 4.04(b)(vii) hereof;

(xxiii) cash management obligations and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts; and

(xxiv) Indebtedness incurred by Tilibra or other Restricted Subsidiary organized under the laws of Brazil in connection with the Specified Brazilian Tax Payment.

For purposes of determining compliance with this Section 4.03, in the event that an item, or a portion of such item, taken by itself, of Indebtedness, Disqualified Stock or Preferred Stock meets the criteria of more than one of the categories of permitted Indebtedness described in clauses (i) through (xxiv) above or such item is (or portion, taken by itself, would be) entitled to be Incurred pursuant to Section 4.03(a), the Issuer shall, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such item of Indebtedness in any manner that complies with this Section 4.03; *provided* that all Indebtedness outstanding under the Credit Agreement on the Issue Date shall be deemed to have been Incurred pursuant to Section 4.03(b)(i). Accrual of interest, the accretion of accreted value, the payment of interest in the form of additional Indebtedness with the same terms, the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock of the same class, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies shall not be deemed to be an Incurrence of Indebtedness for purposes of this Section 4.03. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; *provided* that the Incurrence of the

Indebtedness represented by such Guarantee or letter of credit, as the case may be, was in compliance with this Section 4.03.

For purposes of determining compliance with any U.S. dollar denominated restriction on the Incurrence of Indebtedness where the Indebtedness Incurred, or any Indebtedness outstanding pursuant to the clause or clauses of the categories of permitted Indebtedness described in clauses (i) through (xxiv) of (b)) under which such Indebtedness is being Incurred, is denominated in a different currency, the amount of any such Indebtedness being Incurred and such outstanding Indebtedness, if any, will in each case be the U.S. Dollar Equivalent determined on the date any such Indebtedness was Incurred, in the case of term Indebtedness, or first committed or first Incurred (whichever yields the lower U.S. Dollar Equivalent), in the case of revolving credit Indebtedness, which U.S. Dollar Equivalent will be reduced by any repayment on such Indebtedness in proportion to the reduction in principal amount; *provided, however*, that if any such Indebtedness denominated in a different currency is subject to a Currency Protection Agreement with respect to U.S. dollars covering all principal, premium, if any, and interest payable on such Indebtedness, the amount of such Indebtedness expressed in U.S. dollars will be as provided in such Currency Protection Agreement. The principal amount of any Refinancing Indebtedness Incurred in the same currency as the Indebtedness being refinanced will be the U.S. Dollar Equivalent of the Indebtedness refinanced, except to the extent that (1) such U.S. Dollar Equivalent was determined based on a Currency Protection Agreement, in which case the Refinancing Indebtedness will be determined in accordance with the preceding sentence, and (2) if the principal amount of the Refinancing Indebtedness exceeds the principal amount of the Indebtedness being refinanced, the U.S. Dollar Equivalent of such excess, as appropriate, will be determined on the date such Refinancing Indebtedness is Incurred.

Limitation on Restricted Payments. (a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any distribution on account of the Issuer’s or any of its Restricted Subsidiaries’ Equity Interests, including any payment in connection with any merger, amalgamation or consolidation involving the Issuer or any of its Restricted Subsidiaries (other than (A) dividends or distributions by the Issuer payable solely in Equity Interests (other than Disqualified Stock) of the Issuer; or (B) dividends or distributions by a Restricted Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly Owned Restricted Subsidiary, the Issuer or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities);

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Issuer or any direct or indirect parent company of the Issuer or any Restricted Subsidiary held by Persons other than the Issuer or any Restricted Subsidiary of the Issuer;

(iii) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value, in each case prior to any scheduled repayment or scheduled maturity, any Indebtedness of the Issuer or any Guarantor that is contractually subordinated

to the Notes or to any Note Guarantee (other than the payment, redemption, repurchase, defeasance, acquisition or retirement of (A) any Indebtedness of the Issuer or any Guarantor that or contractually subordinated to the Notes or to any Note Guarantee in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such payment, redemption, repurchase defeasance, acquisition or retirement; or (B) Indebtedness permitted under clauses (vi) and (viii) of Section 4.03(b); or

(iv) make any Restricted Investment

(all such payments and other actions described in clauses (i) through (iv) above being collectively referred to as "***Restricted Payments***"), unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(2) immediately after giving effect to such transaction on a *pro forma* basis, the Issuer could Incur $1.00 of additional Indebtedness under Section 4.03(a); and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Issuer and its Restricted Subsidiaries after the Issue Date (including Restricted Payments permitted by Section 4.04(b)(i), but excluding all other Restricted Payments permitted by Section 4.04(b)), is less than the sum, without duplication, of:

(A) 50% of the Consolidated Net Income of the Issuer for the period (taken as one accounting period) beginning on April 1, 2012 and ending on the last day of the Issuer's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), *plus*

(B) 100% of the aggregate net proceeds, including cash and the Fair Market Value (as determined in accordance with the next succeeding sentence) of property other than cash, received by the Issuer since April 1, 2012 from the issue or sale of Equity Interests of the Issuer (excluding Refunding Capital Stock, Disqualified Stock and Equity Interests, the proceeds of which Equity Interests are used in the manner described Section 4.04(b)(ix)), including Equity Interests issued upon conversion of Indebtedness or Disqualified Stock or upon exercise of warrants or options (other than an issuance or sale to a Restricted Subsidiary of the Issuer), *plus*

(C) 100% of the net cash proceeds and the Fair Market Value (as determined in accordance with the next succeeding sentence) of property

other than cash received by the Issuer as a contribution to its common equity since April 1, 2012 (other than Refunding Capital Stock), *plus*

(D) to the extent not otherwise included in the Consolidated Net Income of the Issuer for such period, 100% of the aggregate amount received by the Issuer or any Restricted Subsidiary in cash and the Fair Market Value (as determined in accordance with the next succeeding sentence) of property other than cash received by the Issuer or any of its Restricted Subsidiaries from:

(I) the sale or other disposition (other than to the Issuer or one of its Restricted Subsidiaries) of Restricted Investments made by the Issuer or its Restricted Subsidiaries and from repurchases and redemptions of such Restricted Investments from the Issuer or its Restricted Subsidiaries by any Person (other than the Issuer or any of its Subsidiaries) and from repayments of loans or advances, and releases of Guarantees which constituted Restricted Investments made by the Issuer and its Restricted Subsidiaries, or

(II) the sale (other than to the Issuer or one of its Restricted Subsidiaries) of the Capital Stock of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than in each case to the extent the Investment in such Unrestricted Subsidiary constituted a Permitted Investment) or a dividend from an Unrestricted Subsidiary after the Issue Date, *plus*

(E) in the event any Unrestricted Subsidiary of the Issuer has been redesignated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary of the Issuer, the Fair Market Value (as determined in accordance with the next succeeding sentence) of the Investment of the Issuer in such Unrestricted Subsidiary at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable) (other than in each case to the extent that the Investment in such Unrestricted Subsidiary constituted a Permitted Investment).

The Fair Market Value of property other than cash covered by clauses (3)(B), (C), (D) and (E) above shall be determined in good faith by the Issuer and

(I) in the event of property with a Fair Market Value in excess of $10.0 million, shall be set forth in an Officer's Certificate delivered to the Trustee; or

(II) in the event of property with a Fair Market Value in excess of $50.0 million, shall be set forth in a resolution approved by at least a majority of the Board of Directors of the Issuer delivered to the Trustee.

(b) The provisions of Section 4.04(a) shall not prohibit:

(i) the payment of any dividend within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of this Indenture;

(ii) either of:

(1) the payment, repurchase, retirement, redemption, defeasance or other acquisition of any Equity Interests ("***Retired Capital Stock***") of the Issuer or any direct or indirect parent company of the Issuer or any Indebtedness of the Issuer or any Restricted Subsidiary that is contractually subordinated to the Notes or to any Note Guarantee in exchange for, or out of the proceeds of the substantially concurrent sale of, Equity Interests of the Issuer or any direct or indirect parent company of the Issuer or contributions to the equity capital of the Issuer, other than Disqualified Stock or any Equity Interests sold to a Restricted Subsidiary (collectively, including such contributions, "***Refunding Capital Stock***"); and

(2) the declaration and payment of accrued dividends on the Retired Capital Stock out of the proceeds of the substantially concurrent sale, other than to a Restricted Subsidiary of the Issuer, of Refunding Capital Stock;

(iii) the payment, redemption, repurchase, defeasance or other acquisition of any Indebtedness of the Issuer or any Restricted Subsidiary that is contractually subordinated to the Notes or to any Note Guarantee made by exchange for, or out of the proceeds of the substantially concurrent sale of, new Indebtedness of the Issuer or a Restricted Subsidiary which is Incurred in accordance with Section 4.03 so long as:

(1) such Indebtedness has a Weighted Average Life to Maturity at the time it is Incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness being so repaid, redeemed, repurchased, defeased or acquired,

(2) such Indebtedness has a Stated Maturity which is no earlier than the Stated Maturity of the Indebtedness being so repaid, redeemed, repurchased, defeased or acquired,

(3) such new Indebtedness is subordinated, at least to the same extent as the Indebtedness being so repaid, redeemed, repurchased, defeased or acquired, to the right of payment of the Notes or the Note Guarantees, as applicable; and

(4) such Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate accreted value) that is equal to or less than the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being so repaid, redeemed, repurchased, defeased or acquired plus all accrued interest and premiums, fees, expenses and prepayment penalties Incurred in connection with such repayment, redemption, repurchase, defeasance or acquisition;

(iv) the payment of cash, dividends, distributions or advances to allow the payment in cash in lieu of the issuance of fractional shares of Capital Stock upon exercise or conversion of securities exercisable or convertible into Capital Stock of the Issuer;

(v) any purchase or acquisition from, or withholding on issuance to, any employee of the Issuer or any Restricted Subsidiary of the Issuer of Equity Interests of the Issuer, or Equity Interests of any direct or indirect parent of the Issuer in order to satisfy any applicable Federal, state or local tax payments in respect of the receipt of such Equity Interests;

(vi) the repurchase of Equity Interests deemed to occur upon the exercise of options or warrants if such Equity Interests represents all or a portion of the exercise price thereof;

(vii) the repurchase, retirement, redemption or other acquisition (or dividends to any direct or indirect parent company of the Issuer to finance any such repurchase, retirement or other acquisition) for value of Equity Interests of the Issuer or any direct or indirect parent company of the Issuer held by any future, present or former officer, director, consultant, advisor or employee of the Issuer or any direct or indirect parent company of the Issuer or any other Subsidiary of the Issuer pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement; *provided, however*, that the aggregate amounts paid under this clause (vii) do not exceed $10.0 million in any calendar year (with unused amounts in any calendar year being carried over to succeeding calendar years); *provided*, further, that such amount in any calendar year may be increased by an amount not to exceed;

(1) the net cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of the Issuer and, to the extent contributed to the Issuer, Equity Interests of any of the Issuer's direct or indirect parent companies, in each case, to officers, directors, consultants, advisors or employees of the Issuer or any direct or indirect parent company of the Issuer or any other Subsidiary of the Issuer that occurs after the Issue Date to the extent the net cash proceeds from the sale of such Equity Interests have not otherwise been applied to the payment of Restricted Payments by virtue of Section 4.04(a)(iii) or Section 4.04(b)(ii) of this paragraph, plus

(2) the net cash proceeds of "key man" life insurance policies received by the Issuer or any of its Restricted Subsidiaries after the Issue Date, less

(3) the amount of any Restricted Payments made after the Issue Date with the net cash proceeds described in clauses (1) and (2) of this Section 4.04(b)(vii);

(viii) the declaration and payment of dividends or distributions to holders of any class or series of Disqualified Stock of the Issuer or any of its Restricted Subsidiaries or any class or series of Preferred Stock of a Restricted Subsidiary Incurred in accordance with Section 4.03;

(ix) Restricted Investments acquired in exchange for, or out of the net proceeds of a substantially concurrent issuance of Equity Interests, other than Disqualified Stock, of the Issuer;

(x) the payment of any dividend by a Restricted Subsidiary of the Issuer to the holders of its Equity Interests on a pro rata basis;

(xi) upon the occurrence of a Change of Control and after completion of the offer to repurchase Notes pursuant to Section 4.08 (including the purchase of all Notes tendered), any purchase or redemption of any Indebtedness of the Issuer or any Subsidiary Guarantor that contractually subordinated to the Notes or to any Note Guarantee that is required to be repurchased or redeemed pursuant to the terms thereof as a result of such Change of Control, at a purchase price not greater than 101% of the outstanding principal amount thereof (plus accrued and unpaid interest and liquidated damages, if any);

(xii) after completion of any offer to repurchase Notes pursuant to Section 4.06 (including the purchase of all Notes tendered), any purchase or redemption of any Indebtedness of the Issuer or any Subsidiary Guarantor that is contractually subordinated to the Notes or to any Note Guarantee that is required to be repurchased or redeemed pursuant to the terms thereof as a result of such Asset Sale, at a purchase price not greater than 100% of the outstanding principal amount thereof (plus accrued and unpaid interest and liquidated damages, if any);

(xiii) purchases of receivables pursuant to a Receivables Repurchase Obligation in connection with a Qualified Receivables Financing;

(xiv) the redemption, repurchase, retirement, defeasance or other acquisition of any Disqualified Stock of the Issuer in exchange for, or out of the net cash proceeds of a substantially concurrent sale of, Disqualified Stock of the Issuer or any Restricted Subsidiaries Incurred in accordance with Section 4.03;

(xv) payments or distributions to satisfy dissenters' rights, pursuant to or in connection with a consolidation, merger or transfer of assets that complies with the provisions of this Indenture applicable to consolidations, mergers and transfers of all or substantially all of the property and assets of the Issuer;

(xvi) the purchase, redemption, acquisition, cancellation or other retirement for a nominal value per right of any rights granted to all holders of common stock of the Issuer pursuant to any shareholders' rights plan adopted for the purpose of protecting shareholders from unfair takeover tactics;

(xvii) other Restricted Payments in an aggregate amount which, taken together with all other Restricted Payments made pursuant to the provision described in this clause (xvi), do not exceed the greater of (a) $75.0 million or (b) 3.00% of the Total Assets (determined as of the date of any Restricted Payment pursuant to this clause (xvi));

(xviii) the payment by the Issuer of dividends on its Capital Stock following a public offering of such Capital Stock in an amount not to exceed in any fiscal year of the Issuer 4.0% of Market Capitalization; and

(xix) any Restricted Payment so long as, after giving pro forma effect to such Restricted Payment, the Total Leverage Ratio of the Issuer would be equal to or less than 3.50 to 1.00; *provided*, that in the case of clauses (vii), (xvii), (xviii) and (xix) of this Section 4.04(b), no Default or Event of Default has occurred and is continuing or would occur as a consequence thereof.

(c) In determining the extent to which any Restricted Payment may be limited or prohibited by this Section 4.04, the Issuer and its Restricted Subsidiaries may allocate all or any portion of such Restricted Payment among the categories described in clauses (i) through (xix) of Section 4.04(b) or among such categories and the types described in Section 4.04(a); *provided* that, at the time of such allocation, all such Restricted Payments, or allocated portions thereof, would be permitted under the various provisions of this Section 4.04.

(d) As of the Issue Date, all of the Issuer's Subsidiaries will be Restricted Subsidiaries. The Issuer will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the definition of "Restricted Subsidiary." In the event of any designation of a Restricted Subsidiary as an Unrestricted Subsidiary, the Issuer will be deemed to have made an Investment in such Subsidiary in an amount determined as set forth in the last sentence of the definition of "Investments." Such designation will only be permitted if such Investment would be permitted by this Section 4.04 at such time and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(a) (x) pay dividends or make any other distributions to the Issuer or any of its Restricted Subsidiaries (1) on its Capital Stock or (2) with respect to any other interest or participation in, or measured by, its profits or (y) pay any Indebtedness owed to the Issuer or any of its Restricted Subsidiaries;

(b) make loans or advances to the Issuer or any of its Restricted Subsidiaries; or

(c) sell, lease or transfer any of its properties or assets to the Issuer or any of its Restricted Subsidiaries;

except in each case for such encumbrances or restrictions existing under or by reason of:

(i) contractual encumbrances or restrictions as in effect on the Issue Date, including pursuant to the Credit Agreement and Existing Indebtedness, and any amendments, modifications, restatements, renewals, increases, extensions, supplements, refundings, replacements or refinancings thereof; provided that the encumbrances and restrictions in any such amendments, modifications, restatements, renewals, increases, extensions, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, than those in effect on the Issue Date;

(ii) (a) this Indenture, (b) the Notes and (c) Guarantees of the Notes;

(iii) applicable law or any applicable rule, regulation or order;

(iv) any agreement or other instrument of a Person acquired by the Issuer or any Restricted Subsidiary which was in existence at the time of such acquisition or at the time it merges with or into the Issuer or any of its Restricted Subsidiaries or assumed in connection with the acquisition of assets from such Person (but, in any such case, not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired or assets so assumed;

(v) any restriction with respect to a Restricted Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Capital Stock or assets of such Restricted Subsidiary pending the closing of such sale or disposition;

(vi) any agreements creating a Lien securing Indebtedness otherwise permitted to be incurred pursuant to Section 4.12, to the extent limiting the right of the Issuer or any of its Restricted Subsidiaries to dispose of the assets subject to such Liens;

(vii) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(viii) customary provisions with respect to dispositions or distributions of assets or property in joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements entered into in the ordinary course of business;

(ix) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature discussed in clause (c) above on the property so acquired;

(x) customary provisions contained in leases, licenses and other similar agreements entered into in the ordinary course of business that impose restrictions of the type described in clause (c) above on the property subject to such lease;

(xi) other Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary of the Issuer that is (a) Incurred by a Guarantor subsequent to the Issue Date pursuant to Section 4.03 or (b) Incurred by a Foreign Subsidiary of the Issuer subsequent to the Issue Date pursuant to Section 4.03; *provided*, in the case of clause (a), (i) such encumbrances or restrictions are ordinary and customary with respect to the type of Indebtedness being Incurred and (ii) such encumbrances or restrictions will not materially affect the Issuer's ability to make payments of principal or interest payments on the Notes, as determined at the time such Indebtedness, Disqualified Stock or Preferred Stock is Incurred in good faith by the chief financial officer, chief accounting officer or treasurer of the Issuer;

(xii) Refinancing Indebtedness permitted under the terms of this Indenture; *provided*, that the restrictions contained in the agreements governing such Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(xiii) any encumbrance or restriction of a Receivables Subsidiary effected in connection with a Qualified Receivables Financing; *provided*, *however*, that such restrictions apply only to such Receivables Subsidiary; and

(xiv) any encumbrances or restrictions of the type referred to in clauses (a), (b) and (c) above imposed by any extensions, amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (xiii) above; *provided* that such extensions, amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Issuer, no more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such extension, amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Asset Sales. (a) The Issuer will not, and will not permit any of its Restricted Subsidiaries to, cause or make an Asset Sale, unless (1) the Issuer or any of its Restricted Subsidiaries, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value (as determined in good faith by the Issuer) of the assets or Equity Interests issued or sold or otherwise disposed of and (2) except in the case of Permitted Asset Swaps, at least 75% of the consideration therefor received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; *provided* that the amount of:

(i) any liabilities (as shown on the Issuer's or such Restricted Subsidiary's most recent balance sheet or in the notes thereto) of the Issuer or such Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes or any Note Guarantee) that

are assumed by the transferee of any such assets pursuant to a customary novation or indemnity agreement that release the Issuer or such Restricted Subsidiary from or indemnifies against further liability,

(ii) any notes or other obligations or other securities or assets received by the Issuer or such Restricted Subsidiary of the Issuer from such transferee that are converted by the Issuer or such Restricted Subsidiary into cash within 180 days of the receipt thereof (to the extent of the cash received), and

(iii) any Designated Non-cash Consideration received by the Issuer or such Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (c) that is at the time outstanding, not to exceed the greater of (i) $100.0 million or (ii) 4.00% of Total Assets at the time of the receipt of such Designated Non-cash Consideration (with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value),

shall be deemed to be Cash Equivalents for the purposes of this Section 4.06(a).

(b) Within 365 days after the receipt of the Net Proceeds of an Asset Sale, the Issuer or a Restricted Subsidiary of the Issuer may apply the Net Proceeds from such Asset Sale:

(i) to repay, repurchase or redeem Indebtedness and other Obligations under a Credit Facility that are secured by a Lien and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto;

(ii) to repay, repurchase or redeem Indebtedness and other Obligations of a Restricted Subsidiary that is not a Guarantor, other than Indebtedness owed to the Issuer or another Restricted Subsidiary;

(iii) to repay, repurchase or redeem other Indebtedness of the Issuer or any Guarantor (other than any Disqualified Stock or any Indebtedness that is contractually subordinated in right of payment to the Notes), other than Indebtedness owed to the Issuer or a Restricted Subsidiary; *provided* that the Issuer shall equally and ratably redeem or repurchase the Notes as described in Article Three through open market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all Holders to purchase the Notes at 100% of the principal amount thereof, plus the amount of accrued but unpaid interest, if any, on the amount of Notes that would otherwise be prepaid;

(iv) to make an investment in any one or more businesses (*provided* that if such investment is in the form of the acquisition of Capital Stock of a Person, such acquisition results in such Person becoming a Restricted Subsidiary of the Issuer), assets, or property or capital expenditures, in each case used or useful in a Similar Business;

(v) to make an investment in any one or more businesses (*provided* that if such investment is in the form of the acquisition of Capital Stock of a Person, such acquisition results in such Person becoming a Restricted Subsidiary of the Issuer), properties or assets that replace the businesses, properties and/or assets that are the subject of such Asset Sale; or

(vi) any combination of the foregoing;

(vii) *provided* that the Issuer will be deemed to have complied with the provisions described in clauses (iv) and (v) above of this Section 4.06(b), as applicable, if, within 365 days of such Asset Sale, the Issuer or a Restricted Subsidiary, as applicable, shall have entered into a definitive agreement covering such Investment which is thereafter completed within 180 days after the first anniversary of such Asset Sale.

(c) Any Net Proceeds from Asset Sales that are not applied or invested as described in Section 4.06(b) will constitute "***Excess Proceeds***." Within 10 days after the aggregate amount of Excess Proceeds exceeds $75.0 million, the Issuer will make an Asset Sale Offer to all holders of Notes and all holders of other Indebtedness that is *pari passu* with the Notes containing provisions similar to those set forth in this Indenture with respect to offers to purchase with the proceeds of sales of assets to purchase, prepay or redeem the maximum principal amount of Notes and such other *pari passu* Indebtedness (plus all accrued interest on such Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith) that may be purchased, prepaid or redeemed out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount of the Notes and such other pari passu Indebtedness, plus accrued and unpaid interest, if any, on the Notes and such other pari passu Indebtedness to the date of purchase, prepayment or redemption, subject to the rights of holders of Notes on the relevant record date to receive interest due on the relevant interest payment date, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Issuer may use such Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes and such other pari passu Indebtedness tendered in (or required to be prepaid or redeemed in connection with) such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee will select the Notes and the Issuer shall select such other pari passu Indebtedness to be purchased on a pro rata basis, based on the amounts tendered or required to be prepaid or redeemed (with such adjustments as may be deemed appropriate by the Issuer so that only Notes in denominations of $2,000, or an integral multiple of $1,000 in excess thereof, will be purchased), subject to applicable DTC procedures with respect to Global Notes. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

Pending final application of such Net Proceeds, the Issuer or any Restricted Subsidiary may temporarily reduce borrowings under the Credit Facilities or any other revolving credit facility, if any, or otherwise invest such Net Proceeds in any manner not prohibited by this Indenture.

(d) Not later than the date upon which written notice of an Asset Sale Offer is delivered to the Trustee as provided above, the Issuer shall deliver to the Trustee an Officer's Certificate as to (i) the amount of the Excess Proceeds, (ii) the allocation of the Net Proceeds from the Asset Sales pursuant to which such Asset Sale Offer is being made and (iii) the compliance of such allocation

with the provisions of Section 4.06(b). On such date, the Issuer shall also irrevocably deposit with the Trustee or with a paying agent (or, if the Issuer or a Wholly Owned Restricted Subsidiary of the Issuer is acting as the Paying Agent, segregate and hold in trust) an amount equal to the Excess Proceeds to be invested in Cash Equivalents, as directed in writing by the Issuer, and to be held for payment in accordance with the provisions of this Section 4.06. Upon the expiration of the period for which the Asset Sale Offer remains open (the "***Asset Sale*** Offer Period"), the Issuer shall deliver to the Trustee for cancellation the Notes or portions thereof that have been properly tendered to and are to be accepted by the Issuer. The Trustee (or the Paying Agent, if not the Trustee) shall, on the date of purchase, mail or deliver payment to each tendering Holder in the amount of the purchase price. In the event that the Excess Proceeds delivered by the Issuer to the Trustee are greater than the purchase price of the Notes tendered, the Trustee shall deliver the excess to the Issuer immediately after the expiration of the Asset Sale Offer Period for application in accordance with Section 4.06.

(e) Holders electing to have a Note purchased shall be required to surrender the Note, with an appropriate form duly completed, to the Issuer at the address specified in the notice at least three (3) Business Days prior to the purchase date. Holders shall be entitled to withdraw their election if the Trustee or the Issuer receives not later than one Business Day prior to the Purchase Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note which was delivered by the Holder for purchase and a statement that such Holder is withdrawing his election to have such Notes purchased. If at the end of the Asset Sale Offer Period more Notes and such other *pari passu* Indebtedness are tendered pursuant to an Asset Sale Offer than the Issuer is required to purchase, selection of such Notes for purchase shall be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which such Notes are listed, or if such Notes are not so listed, on a pro rata basis, by lot or by such other method as the Trustee shall deem fair and appropriate (and in such manner as complies with applicable legal requirements and the requirements of the Depositary, if applicable); *provided* that no Notes of $2,000 or less shall be purchased in part. Selection of such other *pari passu* Indebtedness shall be made pursuant to the terms of such other *pari passu* Indebtedness.

(f) Notices of an Asset Sale Offer shall be sent to the Depositary in accordance with Applicable Procedures or mailed by first class mail, postage prepaid, or sent electronically pursuant to applicable DTC procedures with respect to the global Notes at least 30 but not more than 60 days before the purchase date to each Holder of Notes (with a copy to the Trustee) at such Holder's registered address. If any Note is to be purchased in part only, any notice of purchase that relates to such Note shall state the portion of the principal amount thereof that has been or is to be purchased.

(g) A new Note in principal amount equal to the unpurchased portion of any Note purchased in part shall be issued in the name of the Holder (or transferred by book entry) upon cancellation of the original Note. On and after the purchase date, unless the Issuer defaults in payment of the purchase price, interest shall cease to accrue on Notes or portions thereof purchased.

Transactions with Affiliates. (a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into

or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Issuer (each of the foregoing, an "Affiliate Transaction") involving aggregate payments or consideration in excess of $10.0 million, unless:

(i) such Affiliate Transaction is on terms that are not, taken as a whole, materially less favorable to the Issuer or the relevant Restricted Subsidiary than those that could have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with a Person that is not an Affiliate; and

(ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $50.0 million, the Issuer delivers to the Trustee a resolution adopted in good faith by the majority of the disinterested members of the Board of Directors of the Issuer, approving such Affiliate Transaction and set forth in an Officer's Certificate certifying that such Affiliate Transaction complies with clause (i) above.

(b) The provisions of Section 4.07(a) shall not apply to the following:

(i) (a) transactions between or among the Issuer and/or any of its Restricted Subsidiaries and (b) any merger of the Issuer and any direct parent company of the Issuer; *provided* that such parent company shall have no material liabilities and no material assets other than cash, Cash Equivalents and the Capital Stock of the Issuer and such merger is otherwise in compliance with the terms of this Indenture and effected for a bona fide business purpose;

(ii) Restricted Payments permitted by Section 4.04 and the definition of Permitted Investments;

(iii) the payment of reasonable and customary fees and reimbursement of expenses paid to, and indemnity provided on behalf of, current or former officers, directors, employees or consultants of the Issuer or any Restricted Subsidiary or any direct or indirect parent company of the Issuer, as determined by the Board of Directors of the Issuer;

(iv) any agreement or arrangement as in effect as of the Issue Date or any amendment, modification or supplement thereto or any replacement thereof so long as any such agreement or arrangement as so amended, modified, supplemented or replaced, taken as a whole, is not more disadvantageous to the Issuer and its Restricted Subsidiaries in any material respect than the original agreement as in effect on the Issue Date or any transaction contemplated by any of the foregoing agreements or arrangements;

(v) (a) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Indenture, which are fair to the Issuer and its Restricted Subsidiaries in the reasonable determination of the Board of Directors or the senior management of the Issuer, and are on terms that, taken as a whole, are not materially less favorable to the Issuer

or the relevant Restricted Subsidiary than those that might reasonably have been obtained at such time from a Person that is not an Affiliate, (b) transactions with joint ventures or Unrestricted Subsidiaries for the purchase or sale of chemicals, products, equipment and services entered into in the ordinary course of business and in a manner consistent with past practice or (c) any management services or support agreements entered into on terms consistent with past practice or in the ordinary course of business or approved by a majority of the Board of Directors of the Issuer;

(vi) the issuance or sale of Equity Interests, other than Disqualified Stock, of the Issuer to any Affiliate or to any director, officer, employee or consultant of the Issuer, any direct or indirect parent company of the Issuer or any Subsidiary of the Issuer;

(vii) the grant of stock options or similar rights to officers, employees, consultants and directors of the Issuer, any direct or indirect parent company of the Issuer or any of its Restricted Subsidiaries, pursuant to plans approved by the Board of Directors of the Issuer and the issuance of securities pursuant thereto;

(viii) advances to employees for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business;

(ix) any transactions effected as part of a Qualified Receivables Transaction;

(x) any employment, consulting, service or termination agreements, or reasonable and customary indemnification arrangements, entered into by the Issuer or any of its Restricted Subsidiaries with officers and employees of the Issuer, any direct or indirect parent company of the Issuer or any of its Restricted Subsidiaries and the payment of compensation to officers, employees, consultants and directors of the Issuer, any direct or indirect parent company of the Issuer or any of its Restricted Subsidiaries, including amounts paid pursuant to employee benefit plans, employee stock option or similar plans, in each case in the ordinary course of business and approved by the Board of Directors of the Issuer;

(xi) the entering into of customary agreements providing registration rights to the direct or indirect shareholders of the Issuer and the performance of such agreements;

(xii) transactions between the Issuer or any of its Restricted Subsidiaries and any Person that is an Affiliate solely because one or more of its directors is also a director of the Issuer or any direct or indirect parent company of the Issuer; *provided* that such director abstains from voting as a director of the Issuer or such direct or indirect parent company, as the case may be, on any matter involving such other Person;

(xiii) transactions in which the Issuer or any of its Restricted Subsidiaries, as the case may be, delivers to the Trustee a letter from an independent accounting or appraisal firm or investment bank of national reputation stating that such transaction is fair to the Issuer or such Restricted Subsidiary from a financial point of view or stating that the terms are not materially less favorable to the Issuer or its relevant Restricted Subsidiary than those

that would have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with a Person that is not an Affiliate; and

(xiv) transactions described in ACCO's current public filings (limited to its 10-K, 10-Qs, 8-Ks and annual proxy statement) with the SEC on the Issue Date.

Change of Control. (a) Upon the occurrence of a Change of Control, each Holder of Notes shall have the right to require the Issuer to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon, to the date of purchase, subject to the rights of the Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date, in accordance with the terms contemplated in this Section 4.08; *provided*, *however*, that notwithstanding the occurrence of a Change of Control, the Issuer shall not be obligated to purchase Notes pursuant to this Section 4.08 in the event that the Issuer has exercised its right to redeem such Notes in accordance with Article Three of this Indenture. In the event that at the time of such Change of Control the terms of other senior Indebtedness restrict or prohibit the repurchase of Notes pursuant to this Section 4.08, then prior to the mailing of the notice to the Holders provided for in Section 4.08(b) but in any event within 30 days following any Change of Control, the Issuer shall (i) repay in full all other senior Indebtedness or, if doing so will allow the purchase of Notes, offer to repay in full all such other senior Indebtedness, as the case may be, and repay such senior Indebtedness of each lender who has accepted such offer, or (ii) obtain the requisite consent under the agreements governing such senior Indebtedness to permit the repurchase of the Notes as provided for in Section 4.08(b).

(a) Within 30 days following any Change of Control, except to the extent the Issuer has exercised its right to redeem Notes in accordance with Article Three of this Indenture, the Issuer will mail (or with respect to global Notes, to the extent permitted or required by applicable DTC procedures or regulations, send electronically) a notice (a "***Change of Control Offer***") to each Holder of Notes with a copy to the Trustee stating:

(i) that a Change of Control has occurred and that such Holder has the right to require the Issuer to repurchase such Holder's Notes at a repurchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest to the date of repurchase (subject to the right of the Holders of record on the relevant record date to receive interest on the relevant interest payment date);

(ii) the circumstances and relevant facts and financial information regarding such Change of Control;

(iii) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed or sent); and

(iv) the instructions determined by the Issuer, consistent with this Section 4.08, that a Holder must follow in order to have its Notes purchased.

(b) If holders of Notes of not less than 90% in the aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Issuer, or any third party making a Change of Control Offer in lieu of the Issuer as described below, purchases all of the Notes validly tendered and not withdrawn by such holders, the Issuer or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but excluding, the date of purchase, subject to the right of holders of the Notes of record on the relevant record date to receive interest due on the relevant interest payment date.

(c) Holders electing to have a Note purchased shall be required to surrender the Note, with an appropriate form duly completed, to the Issuer at the address specified in the notice at least three (3) Business Days prior to the purchase date. The Holders shall be entitled to withdraw their election if the Trustee or the Issuer receives not later than one (1) Business Day prior to the purchase date a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note which was delivered for purchase by the Holder and a statement that such Holder is withdrawing his election to have such Note purchased. Holders whose Notes are purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered.

(d) On the purchase date, all Notes purchased by the Issuer under this Section shall be delivered to the Trustee for cancellation, and the Issuer shall pay (or cause to be paid) the purchase price plus accrued and unpaid interest, to the Holders entitled thereto.

(e) A Change of Control Offer may be made in advance of a Change of Control, and conditioned upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making the Change of Control Offer.

(f) Notwithstanding the foregoing provisions of this Section, the Issuer shall not be required to make a Change of Control Offer upon a Change of Control if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in Section 4.08 and elsewhere in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (ii) a notice of redemption has been given prior to the Change of Control pursuant to Section 3.08, unless and until there is a default in payment of the applicable redemption price.

(g) Notes repurchased by the Issuer pursuant to a Change of Control Offer will have the status of Notes issued but not outstanding or will be retired and canceled at the option of the Issuer. Notes purchased by a third party pursuant to the preceding clause (g) will have the status of Notes issued and outstanding.

(h) At the time the Issuer delivers Notes to the Trustee which are to be accepted for purchase, the Issuer shall also deliver an Officer's Certificate stating that such Notes are to be accepted by the Issuer pursuant to and in accordance with the terms of this Section 4.08. A Note

shall be deemed to have been accepted for purchase at the time the Trustee or Paying Agent, directly or through an agent, mails or delivers payment therefor to the surrendering Holder.

(i) Prior to any Change of Control Offer, the Issuer shall deliver to the Trustee an Officer's Certificate stating that all conditions precedent contained herein regarding the right or obligation of the Issuer to make such Change of Control Offer have been complied with.

Compliance Certificate.

(a) The Issuer shall deliver to the Trustee, within 120 days after the end of each fiscal year ending after the Issue Date, an Officer's Certificate stating that a review of the activities of the Issuer and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Issuer has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to his or her knowledge, the Issuer has kept, observed, performed and fulfilled its obligations under this Indenture and is not in Default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Issuer is taking or proposes to take with respect thereto) and that to his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest (if any) on the Notes is prohibited or if such event has occurred, a description of the event and what action the Issuer is taking or proposes to take with respect thereto.

(b) The Issuer shall, so long as any of the Notes are outstanding, deliver to the Trustee, within five Business Days after any Officer becomes aware of any Default or Event of Default, an Officer's Certificate specifying such Default or Event of Default and what action the Issuer is taking or proposes to take with respect thereto.

Further Instruments and Acts. Upon request of the Trustee, the Issuer shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

Note Guarantees. (a) If the Issuer or any of its Restricted Subsidiaries acquires or creates any other Domestic Subsidiary or Subsidiaries (other than an Excluded Subsidiary) on or after the date of this Indenture, then each such newly acquired or created Domestic Subsidiary must become a Guarantor and (i) execute a supplemental indenture and (ii) deliver an Opinion of Counsel to the Trustee, in each case, within 30 days of the date of such acquisition or creation; *provided* that, notwithstanding the foregoing, if any Domestic Subsidiary (other than an Excluded Subsidiary) is acquired in connection with the acquisition contemplated by the Acquisition Agreement, then each such newly acquired Domestic Subsidiary must become a Guarantor and execute a supplemental indenture in the form of Exhibit B and deliver an Opinion of Counsel to the Trustee within 90 days of the date of such acquisition.

(a) The Issuer will not permit any of its Restricted Subsidiaries (other than the Issuer), directly or indirectly, to Guarantee or pledge any assets to secure the payment of any Indebtedness

of the Issuer or any Subsidiary Guarantor (including, but not limited to, any Indebtedness under any Credit Facility) unless such Restricted Subsidiary is a Guarantor or within 30 days executes and delivers a supplemental indenture providing for the Guarantee of the payment of the Notes by such Restricted Subsidiary, which Guarantee shall be senior in right of payment to such Subsidiary's Guarantee of such other Indebtedness if such other Indebtedness is subordinated to the Notes or Note Guarantees, as applicable, or *pari passu* in right of payment with such Subsidiary's Guarantee of such other Indebtedness in all other instances. In addition, in the event that any Restricted Subsidiary that is an Excluded Subsidiary ceases to be an Excluded Subsidiary, then such Restricted Subsidiary must become a Guarantor and execute a supplemental indenture and deliver an Opinion of Counsel to the Trustee within 30 days of the date of such event. The form of the Supplemental Indenture is attached as Exhibit B and the form of the Note Guarantee is attached as Exhibit C.

(b) Notwithstanding Section 4.11(a), any Note Guarantee may provide by its terms that it will be automatically and unconditionally released and discharged under the circumstances described under Section 11.08.

Liens. The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or otherwise cause or suffer to exist or become effective any Lien of any kind securing Indebtedness on any property or assets now owned or hereafter acquired or on any income or profits therefrom other than, in each case, Permitted Liens, unless the Notes and the Note Guarantees, as applicable, are,

(i) in the case of any Lien securing an Obligation that ranks pari passu with the Notes or a Note Guarantee, effective provision is made to secure the Notes or such Note Guarantee, as the case may be, at least equally and ratably with or prior to such Obligation with a Lien on the same properties or assets of the Issuer or such Restricted Subsidiary, as the case may be; and

(ii) in the case of any Lien securing an Obligation that is subordinated in right of payment to the Notes or a Note Guarantee, effective provision is made to secure the Notes or such Note Guarantee, as the case may be, with a Lien on the same properties or assets of the Issuer or such Restricted Subsidiary, as the case may be, that is prior to the Lien securing such subordinated obligation.

Notwithstanding the foregoing, any Lien securing the Notes granted pursuant to this Section 4.12 shall be automatically and unconditionally released and discharged upon (a) the release by the holders of the Indebtedness described above of their Lien on the property or assets of the Issuer or any Restricted Subsidiary (including any deemed release upon payment in full of all obligations under such Indebtedness, except payment in full made with the proceeds from the foreclosure, sale or other realization from an enforcement on the collateral by the holders of the Indebtedness described above of their Lien), (b) any sale, exchange or transfer to any Person other than the Issuer or any Restricted Subsidiary of the property or assets secured by such Lien, or of all of the Capital Stock held by the Issuer or any Restricted Subsidiary in, or all or substantially all the assets of, any Restricted Subsidiary creating such Lien in each case in accordance with the terms of this Indenture, (c) payment in full of the principal of, and accrued and unpaid interest, if any, on the Notes, or (d)

a defeasance or discharge of the Notes in accordance with the procedures of Article Eight or Article Ten.

Maintenance of Office or Agency. (a) The Issuer will maintain an office or agency (which may be an office of the Trustee or Registrar or an affiliate of the Trustee or Registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the corporate trust office of the Trustee as set forth in Section 12.02.

(a) The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided*, *however*, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency for such purposes. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(b) The Issuer hereby designates the corporate trust office of the Trustee or its Paying Agent as such office or agency of the Issuer in accordance with Section 2.04.

Limitation on Business Activities. The Issuer will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than Similar Businesses, except to such extent as would not be material to the Issuer and its Restricted Subsidiaries taken as a whole.

Taxes. The Issuer shall pay, and shall cause each of its Subsidiaries to pay, prior to delinquency, any taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes. The obligations in this Section 4.15 shall survive any termination, defeasance or satisfaction and discharge of the Notes.

Covenant Suspension. (a) If on any date following the Issue Date (i) the Notes have an Investment Grade Rating from both Rating Agencies and (ii) no Default or Event of Default has occurred and is continuing under this Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Covenant Suspension Event"), then beginning on that day and subject to the provisions of the following paragraph, the following covenants will be suspended:

(1) Section 4.03,

(2) Section 4.04,

(3) Section 4.05,

(4) Section 4.06,

(5) Section 4.07, and

(6) Section 5.01(a)(iii)

(collectively, the "***Suspended Covenants***"). The period during which covenants are suspended pursuant to this Section 4.16 is called the "Suspension Period." The Issuer will promptly deliver to the Trustee an Officer's Certificate stating the occurrence or termination of any Suspension Period.

The Trustee shall have no obligation to independently determine or verify if such events have occurred or notify the Holders of any Covenant Suspension Event, Suspended Covenants or termination of any Suspension Period. The Trustee may provide a copy of such Officer's Certificate to any holder of Notes upon request. During any period that the Issuer and its Restricted Subsidiaries are not subject to the Suspended Covenants, the Issuer may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the second sentence of the definition of "Unrestricted Subsidiary." Additionally, upon the occurrence of a Covenant Suspension Event, the amount of Excess Proceeds from Net Proceeds shall be reset to zero.

(a) If and while the Issuer and its Restricted Subsidiaries are not subject to the Suspended Covenants, the Notes will be entitled to substantially less covenant protection. In the event that the Issuer and its Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the first sentence of the preceding paragraph and, subsequently, one of the Rating Agencies withdraws its ratings or downgrades the rating assigned to the Notes so that the Notes no longer have Investment Grade Ratings from both Rating Agencies or a Default or Event of Default occurs and is continuing, then the Issuer and the Restricted Subsidiaries will from such time and thereafter again be subject to the Suspended Covenants; *provided* that (1) compliance with the Suspended Covenants with respect to Restricted Payments made after the time of such withdrawal, Default or Event of Default will be calculated in accordance with the terms of Section 4.04 as though such covenant had been in effect prior to, but not during, the Suspension Period; (2) all Indebtedness incurred, or Disqualified Stock issued, during the Suspension Period will be classified to have been incurred or issued pursuant to Section 4.03(b)(iii); (3) any Affiliate Transaction entered into after the time of such withdrawal, Default or Event of Default pursuant to an agreement entered into during any Suspension Period shall be deemed to be permitted pursuant to Section 4.07(b)(iv); and (4) any encumbrance or restriction on the ability of any Restricted Subsidiary that is not a Guarantor to take any action described in Section 4.05(a) - (c) shall be deemed to be permitted pursuant to Section 4.05(c)(i) Notwithstanding the foregoing and any other provision of this Indenture, the Notes or the Note Guarantees, no Default or Event of Default shall be deemed to exist under this Indenture, the Notes or the Note Guarantees with respect to the Suspended Covenants based on, and none of the Issuer or any of its Restricted Subsidiaries shall bear any liability with respect to the Suspended Covenants for, (a) any actions taken or events occurring during a Suspension Period (including without limitation any agreements, Liens, preferred stock, obligations (including Indebtedness), or of any other facts or circumstances or obligations that were incurred or otherwise came into existence during a Suspension Period) or (b) any actions required to be taken at any time pursuant to any contractual obligation entered into during a Suspension Period, regardless of whether

such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period.

## ARTICLE FIVE
## SUCCESSORS

Merger, Consolidation or Sale of Assets. (a) The Issuer will not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Issuer is the surviving corporation) or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties and assets of the Issuer and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person or Persons, unless:

(i) either: (a) the Issuer is the surviving corporation; or (b) the Person formed by or surviving such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made (i) is a corporation, limited liability company or partnership organized or existing under the laws of the United States, any state thereof or the District of Columbia (*provided* that if such Person is a limited liability company or partnership (A) a corporate Wholly Owned Restricted Subsidiary of such Person organized or existing under the laws of the United States, any state thereof or the District of Columbia, or (B) a corporation of which such Person is a Wholly Owned Restricted Subsidiary organized or existing under the laws of the United States, any state thereof or the District of Columbia, is a co-issuer of the Notes or becomes a co-issuer of the Notes in connection therewith) and (ii) assumes all the obligations of the Issuer under the Notes and this Indenture pursuant to a supplemental indenture reasonably satisfactory to the Trustee;

(ii) immediately after giving effect to such transaction no Default or Event of Default exists;

(iii) immediately after giving effect to such transaction on a pro forma basis, (a) the Issuer or the Person formed by or surviving any such consolidation or merger (if other than the Issuer), or to which such sale, assignment, transfer, conveyance or other disposition shall have been made, will, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a) or (b) the Fixed Charge Coverage Ratio for the Issuer or the Person formed by or surviving any such consolidation or merger (if other than the Issuer), or to which such sale, assignment, transfer, conveyance or other disposition shall have been made, as applicable, would be equal to or greater than the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries immediately prior to such transaction; and

(iv) each Subsidiary Guarantor, unless such Guarantor is the Person with which the Issuer has entered into a transaction under this Section 5.01, shall have by amendment to its Note Guarantee confirmed that its Note Guarantee shall apply to the obligations of such surviving Person in accordance with the Notes and this Indenture.

(b) The Issuer shall deliver, or cause to be delivered, to the Trustee an Officer's Certificate and an Opinion of Counsel, each to the effect that such consolidation, merger, sale, conveyance, assignment, transfer, lease or other disposition complies with the requirements of the Indenture, and an Opinion of Counsel stating that the Indenture and Subsidiary Guarantees constitute legal, valid and binding obligations of the Guarantor or surviving entity, as applicable, subject to customary exceptions.

(i) In addition, the Issuer will not, directly or indirectly, lease all or substantially all of the properties or assets of the Issuer and its Restricted Subsidiaries considered as one entity, in one or more related transactions, to any other Person. The provisions described in clauses (2) and (3) of the immediately preceding paragraph will not apply to any merger, consolidation or sale, assignment, lease, transfer, conveyance or other disposition of assets (1) between or among the Issuer or any of its Restricted Subsidiaries and the Issuer or (2) if the sole purpose of the transaction is to change the jurisdiction of incorporation of the Issuer or to form a holding company for the Issuer (*provided* that such holding company becomes a Guarantor).

Successor Corporation Substituted. Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer in accordance with Section 5.01, the successor Person formed by such consolidation or into or with which the Issuer is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, the provisions of this Indenture referring to the "Issuer" shall refer instead to the successor Person and not to the Issuer), and may exercise every right and power of, the Issuer under this Indenture with the same effect as if such successor Person had been named as the Issuer herein; *provided, however*, that the Issuer shall not be relieved from the obligation to pay the principal of, and premium (if any), interest (if any) on, the Notes except in the case of a sale, assignment, transfer, conveyance or other disposition of all of the Issuer's assets that meets the requirements of Section 5.01.

## ARTICLE SIX
## DEFAULTS AND REMEDIES

Events of Default. Each of the following is an event of default (an "***Event of Default***"):

(a) a Default for 30 consecutive days in any payment when due of interest, if any, on the Notes,

(b) a Default in the payment when due (at maturity, upon redemption or otherwise) of principal of, or premium, if any, on, the Notes,

(c) the Issuer or any of its Restricted Subsidiaries fails to comply with its obligations under Article Five,

(d) the Issuer or any of its Restricted Subsidiaries fails to comply with any other agreements in this Indenture; *provided* a default under this clause (4) will not constitute an Event of Default until the Trustee notifies the Issuer or the holders of at least 30% in principal amount of the then-outstanding Notes notify the Issuer and the Trustee of the Default and such Default is not cured within 60 days of such notice (120 days in the case of a failure to comply with the provisions described under Section 4.02).

(e) Default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer or any of its Significant Subsidiaries (or the payment of which is guaranteed by the Issuer or any of its Significant Subsidiaries) whether such Indebtedness or Guarantee now exists, or is created after the date of this Indenture (other than Indebtedness owing to the Issuer or a Significant Subsidiary of the Issuer), if that Default:

(i) is caused by a failure to make any payment when due at the final maturity, upon required repurchase, upon declaration or otherwise (after any applicable grace period) of such Indebtedness; or

(ii) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Default under Section 6.01(e)(i), or the maturity of which has been so accelerated, aggregates $60.0 million or more,

(f) the Issuer or any Restricted Subsidiary of the Issuer that is a Significant Subsidiary (or any group of Restricted Subsidiaries of the Issuer that, taken as a whole, would constitute a Significant Subsidiary) pursuant to or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case;

(ii) consents to the entry of an order for relief against it in an involuntary case;

(iii) consents to the appointment of a Custodian of it for any substantial part of its property;

(iv) makes a general assignment for the benefit of its creditors or takes any comparable action under any foreign laws relating to insolvency; or

(v) admits it is insolvent or admits in writing its inability to pay its debts as they become due,

(g) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Issuer, any Restricted Subsidiary of the Issuer that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Issuer that, taken together, would constitute a Significant Subsidiary in an involuntary case;

(ii) appoints a Custodian of the Issuer, any Restricted Subsidiary of the Issuer that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Issuer that, taken together, would constitute a Significant Subsidiary for all or substantially all of the property of the Issuer or for any such Restricted Subsidiary; or

(iii) orders the liquidation or winding up of the Issuer, any Restricted Subsidiary of the Issuer that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Issuer that, taken together, would constitute a Significant Subsidiary;

or any similar relief is granted under any foreign laws and the order or decree remains unstayed and in effect for 60 consecutive days,

(h) failure by the Issuer or any Significant Subsidiary of the Issuer to pay final judgments aggregating in excess of $60.0 million or its foreign currency equivalent (net of any amounts which are covered by enforceable insurance policies issued by solvent carriers, and for which the carrier(s) have acknowledged coverage in writing), which judgments are not discharged, waived or stayed for a period of 60 days, and

(i) any Note Guarantee of the Issuer or a Guarantor that is a Significant Subsidiary ceases to be in full force and effect (except as contemplated by the terms thereof) or the Issuer or any Guarantor denies or disaffirms its obligations under this Indenture or any Note Guarantee and such event continues for ten (10) days.

(j) The foregoing shall constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

The term "***Custodian***" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

A Default under clause (d) or (e) above shall not constitute an Event of Default until the Trustee notifies the Issuer or the Holders of at least 30% in principal amount of the outstanding Notes notify the Issuer and the Trustee of the Default and the Issuer does not cure such Default within the time specified in clause (d) and (e) above after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "***Notice of Default***." The Issuer shall deliver to the Trustee, within ten (10) days after the occurrence thereof, written notice in the form of an Officer's Certificate of any event which is, or with the giving of notice or the lapse of time or both would become, an Event of Default, its status and what action the Issuer is taking or proposes to take with respect thereto.

Acceleration. If an Event of Default (other than an Event of Default specified in Section 6.01(f) or Section 6.01(g)) occurs and is continuing, the Trustee or the Holders of at least 30% in principal amount of the then-outstanding Notes by notice to the Issuer (and also the Trustee if given by the Holders) may declare the principal of, premium, if any, and accrued but unpaid interest, if any, on all the Notes to be immediately due and payable (a "***Declaration***"). Upon such a Declaration,

such principal and interest shall be due and payable immediately. If an Event of Default specified in Section 6.01(f) or Section 6.01(g) occurs, the principal of, premium, if any, and interest, if any, on all the Notes will become immediately due and payable without Declaration, Notice of Default or other act on the part of the Trustee or any Holders. The Holders of a majority in principal amount of the then-outstanding Notes (the "***Majority Holders***") by notice to the Trustee may rescind an acceleration due to a Declaration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration and all amounts owing to the Trustee have been paid. No such rescission shall affect any subsequent Default or impair any right consequent thereto.

Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy at law or in equity to collect the payment of principal of, or premium (if any), interest, if any, on, the Notes or to enforce the performance of any provision of the Notes or this Indenture. The Trustee shall be under no obligation to exercise any of its rights and powers under this Indenture at the request of any Holders, unless each such Holder shall have offered to the Trustee and the Trustee shall have received, if requested, security, pre-funding and/or indemnity satisfactory to it against any loss, costs, liability or expense that might be incurred by it in connection with the request or direction.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. To the extent required by law, all available remedies are cumulative.

Waiver of Past Defaults. Provided the Notes are not then due and payable by reason of a Declaration, the Majority Holders by written notice to the Trustee may, on behalf of the Holders of all of the Notes, waive any existing Default or Event of Default and its consequences except a continuing Default or Event of Default in the payment of the principal of, or premium (if any), interest ,if any, on, a Note. The Issuer shall deliver to the Trustee an Officer's Certificate stating that the requisite percentage of Holders have consented to such waiver and attaching copies of such consents. In case of any such waiver, the Issuer, the Trustee and the Holders shall be restored to their former positions and rights hereunder and under the Notes, respectively. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Control by Majority. The Majority Holders have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 7.01, that the Trustee determines is unduly prejudicial to the rights of any other Holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not any such directions are unduly prejudicial to such Holders) or that would involve the Trustee in personal liability; *provided*, *however*, that the

Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. Prior to taking any action under this Indenture in relation to the Notes, the Trustee shall be entitled to security or indemnification from the Holders satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

Limitation on Suits. (a) Except to enforce the right to receive payment of principal of, premium (if any), interest, if any, on any Notes on or after the due date expressed in the Notes or this Indenture (which right shall not be impaired or affected without the consent of the Holder), no Holder may pursue any remedy with respect to this Indenture or the Notes unless:

(i) such Holder has previously given the Trustee notice that an Event of Default is continuing,

(ii) Holders of at least 30% in principal amount of the then-outstanding Notes make a written request to the Trustee to pursue the remedy,

(iii) such Holder or Holders have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense,

(iv) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity to it, and

(v) the Majority Holders have not given the Trustee a direction inconsistent with such request within such 60-day period.

(b) A Holder may not use this Indenture to prejudice the rights of another Holder of Notes or to obtain a preference or priority over another Holder of Notes (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not any such directions are unduly prejudicial to such Holders).

Rights of the Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of the principal of, premium (if any), interest (if any) on, such Note or to bring suit for the enforcement of any such payment, on or after the due date expressed in the Notes shall not be impaired or affected without the consent of the Holder; *provided* that a Holder shall not have the right to institute any such suit for the enforcement of payment if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the Lien of this Indenture upon any property subject to such Lien.

Collection Suit by Trustee. If an Event of Default specified in Section 6.01(a) or Section 6.01(b) occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Issuer or any other obligor on the Notes for the whole amount then due and owing (together with interest on overdue principal and premium (if any) and on any unpaid interest (to the extent lawful), including, if any, at the rate provided for in Section 4.01 and the Notes) and the amounts provided for in Section 7.06.

Trustee May File Proofs of Claim. The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for compensation, expenses, disbursements and advances of the Trustee (including counsel, accountants, experts or such other professionals as the Trustee deems necessary, advisable or appropriate)) and the Holders allowed in any judicial proceedings relative to the Issuer or any Guarantor (or any other obligor upon the Notes), their creditors or their property, shall be entitled to participate as a member, voting or otherwise, of any official committee of creditors appointed in such matters and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.06. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.06 hereof out of the estate in any such proceeding, shall be unpaid for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Priorities. If the Trustee collects any money or property pursuant to this ARTICLE Six, or after an Event of Default any moneys or properties that are distributable in respect of the Issuer's or any Guarantor's obligations under this Indenture, shall be paid out or distributed in the following order::

FIRST: to the Trustee for amounts due under Section 7.06;

SECOND: to the Holders for amounts due and unpaid on the Notes for principal, premium, if any, interest, if any, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any, and interest, if any,; and

THIRD: to the Issuer or, to the extent the Trustee collects any amount for any Guarantor, to such Guarantor or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to the Holders pursuant to this Section. At least 15 days before such record date, the Trustee shall mail to each Holder and the Issuer a notice that states the record date, the payment date and amount to be paid.

Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits

and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 or a suit by Holders of more than 10% in aggregate principal amount of the then-outstanding Notes.

Waiver of Stay, Extension and Usury Laws. The Issuer and each Guarantor covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer and each Guarantor (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article Six or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

## ARTICLE SEVEN
## TRUSTEE

Duties of Trustee. Except to the extent, if any, *provided* otherwise in the TIA (as from time to time in effect):

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of Section 7.01(b);

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 or exercising any trust or power conferred upon the Trustee under this Indenture with respect to the Notes.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 7.01.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in exercise of any of its rights or powers. The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer.

(g) Money and other property held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section and the provisions of this Article Seven shall apply to the Trustee in its role as Registrar, Paying Agent and Notes Custodian.

Rights of Trustee. (a) The Trustee may conclusively rely on any document (whether in its original or facsimile form) believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(a) Before the Trustee acts or refrains from acting, or to establish matters, it may require an Officer's Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officer's Certificate or Opinion of Counsel.

(b) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(c) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within the rights or powers conferred upon it by this Indenture; *provided*, *however*, that the Trustee's conduct does not constitute willful misconduct or negligence.

(d) The Trustee may consult with counsel of its own selection (at the reasonable expense of the Issuer) and the advice or opinion of counsel with respect to legal matters relating to this

Indenture and the Notes shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(e) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond, debenture, note or other paper or document unless requested in writing to do so by the Holders of not less than a majority in principal amount of the Notes at the time outstanding, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney, at the expense of the Issuer and shall incur no liability of any kind by reason of such inquiry or investigation.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee and the Trustee shall have received, if requested, security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities (including reasonable attorneys' fees) which might be incurred by it in compliance with such request or direction.

(g) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be compensated, reimbursed and indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(h) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by an Officer of the Issuer.

(i) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty unless so specified herein.

(j) In no event shall the Trustee be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(k) The Trustee shall not be required to take notice or be deemed to have notice of any Default or Event of Default hereunder unless a Responsible Officer has actual knowledge thereof, or the Trustee shall be notified in writing of such Default or Event of Default by the Issuer or by the Holders of at least 30% of the aggregate principal amount of Notes then outstanding, at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

(l) The Trustee may request that the Issuer deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture.

Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may become a creditor of, or otherwise deal with, the Issuer or any of its Affiliates with the same rights it would have if it were not Trustee. The Trustee is subject to Section 7.09 and Section 7.10.

Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture, any Note Guarantee or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes or for any funds received and disbursed in accordance with this Indenture, and it shall not be responsible for any statement of the Issuer or any Guarantor in this Indenture, the Offering Memorandum or any document issued in connection with the sale of the Notes or in the Notes other than the Trustee's certificate of authentication. The Trustee shall not be charged with knowledge of any Default or Event of Default (except those Defaults or Events of Default described in Section 6.01(a) or Section 6.01(b)) or of the identity of any Significant Subsidiary of the Issuer unless either (a) a Responsible Officer shall have actual knowledge thereof or (b) the Trustee shall have received written notice thereof in accordance with Section 12.02 hereof from the Issuer, any Guarantor or any Holder. For purposes of this Indenture and in relation to the Trustee, "actual knowledge" or "actually known" means the receipt of written notice of such Default or Event of Default without any duty to make any investigation with regard thereto. The Trustee shall not be bound to ascertain or inquire as to the performance, observance, or breach of any covenants, conditions, representations, warranties or agreements on the part of the Issuer or the Guarantors. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Notes or the Note Guarantees. The Trustee shall not be responsible for and makes no representation as to any act or omission of any Rating Agency or any rating with respect to the Notes. The Trustee shall have no obligation to independently determine or verify if any event has occurred or notify the Holders of any event dependent upon the rating of the Notes, or if the rating on the Notes has been changed, suspended or withdrawn by any Rating Agency.

Notice of Defaults. If a Default or Event of Default occurs and is continuing and if it is actually known to the Trustee, the Trustee shall mail to each Holder notice of the Default or Event of Default within the earlier of 90 days after it occurs or 30 days after it is actually known to a Responsible Officer or written notice of it is received by the Trustee. Except in the case of a Default or Event of Default in the payment of principal of, or premium (if any), interest, if any, on, any Note, the Trustee may withhold from the Holders of Notes notice of any Default or Event of Default if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders.

Compensation and Indemnity. The Issuer shall pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder in accordance with a written schedule provided by the Trustee to the Issuer and/or as otherwise agreed from time to time in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts.

The Issuer and each Guarantor, jointly and severally, shall indemnify the Trustee against any and all loss, liability, claim, damage or expense (including reasonable attorneys' fees and expenses) incurred by or in connection with the acceptance or administration of Indenture, the exercise of its rights and powers, and the performance of its duties hereunder, including the costs and expenses (including reasonable attorneys' fees and expenses) of enforcing this Indenture or Note Guarantee against the Issuer or a Guarantor (including this Section 7.06) and defending itself against or investigating any claim (whether asserted by the Issuer, any Guarantor, any Holder or any other Person). The Trustee shall notify the Issuer and/or the Guarantors, as the case may be, promptly of any claim for which it may seek indemnity promptly upon obtaining actual knowledge thereof; *provided*, *however*, that any failure so to notify the Issuer and/or the Guarantors, as the case may be, shall not relieve the Issuer or any such Guarantor of its indemnity obligations hereunder. The Issuer shall defend the claim and the indemnified party shall provide reasonable cooperation at the Issuer's expense in the defense. Such indemnified parties may have separate counsel and the Issuer and the Guarantors, as applicable, shall pay the fees and expenses of such counsel; *provided*, *however*, that the Issuer shall not be required to pay such fees and expenses if it assumes such indemnified parties' defense and, in such indemnified parties' reasonable judgment, there is no conflict of interest between the Issuer and the Guarantors, as applicable, and such parties in connection with such defense; provided, further, that the Trustee may elect to defend such claim itself and any commercially reasonable costs incurred shall be for the account of the Issuer. The Issuer or and the Guarantors need not reimburse any expense or indemnify against any loss, liability or expense incurred by an indemnified party through such party's own willful misconduct or negligence as finally adjudicated by a court of competent jurisdiction. The Issuer and the Guarantors need not pay for any settlement made without their consent. All indemnifications and releases from liability granted hereunder to the Trustee shall extend to its officers, directors, employees, agents, successors and assigns.

To secure the Issuer's and the Guarantors' payment obligations in this Section, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Notes.

The Issuer's and the Guarantors' payment and indemnification obligations pursuant to this Section shall survive the satisfaction or discharge of this Indenture, any rejection or termination of this Indenture under any bankruptcy law or the resignation or removal of the Trustee. Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee incurs expenses or renders services after the occurrence of a Default or Event of Default specified in Section 6.01(f) or Section 6.01(g) with respect to the Issuer, the expenses are intended to constitute expenses of administration under the Bankruptcy Law.

"Trustee" for the purposes of this Section 7.06 shall include any predecessor Trustee and the Trustee in each of its capacities hereunder and each agent, custodian and other person employed to act hereunder; provided, however, that the negligence or willful misconduct of any Trustee hereunder shall not affect the rights of any other Trustee hereunder.

Replacement of Trustee. (a) The Trustee may resign at any time upon 30 days' written notice by so notifying the Issuer. The Holders of a majority in principal amount of the then-outstanding

Notes may remove the Trustee by so notifying the Trustee and the Issuer upon 30 days' notice in writing. The Issuer may remove the Trustee if:

(i) the Trustee fails to comply with Section 7.09;

(ii) the Trustee is adjudged bankrupt or insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(iii) a Custodian or other public officer takes charge of the Trustee or its property; or

(iv) the Trustee otherwise becomes incapable of acting.

(b) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Issuer shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in aggregate principal amount of the then- outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Issuer. A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.07.

(c) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Upon delivery of such acceptance, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to the Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee under this Indenture and the Notes to the successor Trustee, subject to the Lien provided for in Section 7.06.

(d) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuer or the Holders of at least 10% in principal amount of the then-outstanding Notes may petition at the expense of the Issuer any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee fails to comply with Section 7.09,), any Holder who has been a bona fide holder of a Note for at least six months may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) Notwithstanding the replacement of the Trustee pursuant to this Section, the Issuer's and the Guarantors' obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture *provided* that the certificate of the Trustee shall have.

Eligibility; Disqualification. There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trust powers, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least $100.0 million as set forth in its most recent published annual report of condition. The Trustee shall at all times satisfy the requirements of TIA § 310(a).

Preferential Collection of Claims Against the Issuer. The Trustee shall comply with TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). A Trustee who has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated.

## ARTICLE EIGHT
## DEFEASANCE

Option to Effect Legal Defeasance or Covenant Defeasance. The Issuer may, at the option of its Board of Directors evidenced by a Board Resolution set forth in an Officer's Certificate, at any time, elect to have either Section 8.02 or Section 8.03 be applied to all outstanding Notes upon compliance with the conditions set forth below in this Article Eight. Notwithstanding anything to the contrary in this Article Eight, the Issuer's obligations in this Article Eight and Sections 2.04, 2.05, 2.06, 2.07, 2.08, 2.09 and 2.10 shall survive until the Notes have been paid in full.

Legal Defeasance and Discharge. Upon the Issuer's exercise under Section 8.01 of the option applicable to this Section 8.02, the Issuer shall, subject to the satisfaction of the conditions set forth in Section 8.04, be deemed to have been discharged from its obligations with respect to all Notes and all obligations of the Guarantors shall be deemed to have been discharged with respect to their obligations under the Note Guarantees on the date the conditions set forth below are satisfied (hereinafter, "***Legal Defeasance***"). For this purpose, Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by the Notes and the Guarantors shall be deemed to have paid and discharged the entire Indebtedness represented by the Note, which Notes and Note Guarantees shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 and the other Sections of this Indenture referred to in clauses (a) and (b) of this Section 8.02, and to have satisfied all their other obligations under the Notes, Note Guarantees and this Indenture (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder: (a) the Issuer's obligations to pay (or cause to be paid from the trust fund described in Section 8.04) to Holders of outstanding Notes and as more fully set forth in such Section, payments in respect of the principal of, or premium ,if

any, interest, if any, on, such Notes when such amounts are due, (b) the Issuer's obligations with respect to the Notes under Article Two concerning temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the Issuer's obligations under Section 4.13, (c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Issuer's and the Guarantors' obligations in connection therewith and (d) this Article Eight. Subject to compliance with this Article Eight, the Issuer may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03. Upon the Issuer's exercise under Section 8.01 of the option applicable to this Section 8.02, subject to the satisfaction of the conditions set forth in Section 8.04, payment of the Notes so defeased may not be accelerated because of an Event of Default.

Covenant Defeasance. Upon the Issuer's exercise under Section 8.01 of the option applicable to this Section 8.03, the Issuer and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04, be released from their obligations under the covenants contained in Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.11, 4.12 and 4.14 and the operation of Section 5.01 and 12.03 of this Indenture with respect to the Notes on and after the date the conditions set forth in Section 8.04 are satisfied (hereinafter, "***Covenant Defeasance***"), and the Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, the Issuer and the Guarantors may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Issuer's exercise under Section 8.01 of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Section 8.04, Sections 6.01(c), (d), (e), (h), (i) and (j)shall not constitute Events of Default and shall not result in the related acceleration of the payment of the Notes as a result thereof.

Conditions to Legal or Covenant Defeasance. The following shall be the conditions to the application of either Section 8.02 or Section 8.03 to the outstanding Notes:

(a) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, non callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants if Government Securities are delivered to the Trustee, to pay the principal of, interest, if any, and premium on the outstanding Notes on the Stated Maturity or on the applicable redemption date, as the case may be, and the Issuer must specify whether the Notes are being defeased to maturity or to a particular redemption date;

(b) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that (A) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling or (B) since the date of

this Indenture, there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that the Holders of the outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness) and the grant of any Lien securing such borrowing);

(e) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness) and the grant of any Lien securing such borrowing);

(f) the Issuer must deliver to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of preferring the Holders of Notes over the other creditors of the Issuer with the intent of defeating, hindering, delaying or defrauding creditors of the Issuer or others;

(g) if the Notes are to be redeemed prior to their Stated Maturity, the Issuer must deliver to the Trustee irrevocable instructions to redeem all of the Notes on the specified redemption date; and

(h) the Issuer must deliver to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions.

(a) Subject to Section 8.06, all money and Government Securities (including the proceeds thereof) deposited with the Trustee pursuant to and in compliance with Section 8.04 in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any

Paying Agent (including the Issuer acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium (if any), interest, if any, but such money need not be segregated from other funds except to the extent required by law.

(b) The Issuer shall pay and indemnify the Trustee against payment of any tax, fee or other charge imposed on or assessed against the cash or Government Securities deposited pursuant to Section 8.04 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

(c) Notwithstanding anything to the contrary in this Article Eight, the Trustee or Paying Agent shall deliver or pay to the Issuer from time to time upon the request of the Issuer any money or Government Securities held by it as provided in Section 8.04 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which delivery shall only be required if Government Securities have been so deposited), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

(d) Before or after a deposit, the Issuer may make arrangements satisfactory to the Trustee for the redemption of the Notes at a future date in accordance with Article Three.

Repayment to Issuer. Subject to any applicable escheat or other abandoned property law, the Trustee or Paying Agent shall pay to the Issuer upon written request any money held by them for the payment of principal of, premium (if any), interest, if any, on, any Note that remains unclaimed for two years after such amounts have become due and payable, and, thereafter, Holders entitled to the money must look to the Issuer for payment as a general creditor, and the Trustee and each Paying Agent shall have no further liability with respect to such monies.

Reinstatement. If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with this Article Eight by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer’s and the Guarantors’ obligations under this Indenture, the Notes and the Note Guarantees so discharged or defeased shall be revived and reinstated as though no deposit had occurred pursuant to this Article Eight and, in the case of a Legal Defeasance, the Guarantors’ obligations under their respective Note Guarantees shall be revived and reinstated as though no deposit had occurred pursuant to this Article Eight, in each case until such time as the Trustee or Paying Agent is permitted to apply all such money or Government Securities in accordance with this Article Eight; *provided*, *however*, that, if the Issuer has made any payment of principal of, or premium (if any), interest (if any) on, any such Notes following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

## ARTICLE NINE
## AMENDMENTS, SUPPLEMENTS AND WAIVERS

Without Consent of the Holders. (a) Notwithstanding Section 9.02, the Issuer, the Guarantors, and the Trustee may amend or supplement this Indenture, the Notes or the Note Guarantees without the consent of any Holder of a Note:

(i) to cure any ambiguity, omission, mistake, defect or inconsistency;

(ii) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(iii) to provide for the assumption of the Issuer's or any Guarantor's obligations to Holders of Notes in the case of a merger or consolidation or sale of all or substantially all of the Issuer's or such Guarantor's assets, in either case as permitted by Section 4.11 or Section 5.01;

(iv) to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under this Indenture of any such Holder;

(v) to comply with Section 4.11, *provided* that any such supplemental indenture need be signed only by the Issuer, the added Guarantor, and the Trustee;

(vi) to conform the text of this Indenture, the Notes or the Note Guarantees to any provision of the section of the Offering Memorandum entitled "Description of Notes" to the extent that such provision in the "Description of Notes" was intended to be a verbatim recitation of a provision of this Indenture, the Notes or the Note Guarantees;

(vii) to evidence and provide for the acceptance of appointment by a successor Trustee (*provided* that the successor Trustee is otherwise qualified and eligible to act as such under this Indenture);

(viii) to provide for the issuance of Additional Notes in accordance with this Indenture; or

(ix) to grant any Lien for the benefit of the Holders of the Notes.

(b) Upon the request of the Issuer accompanied by a Board Resolution authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of any documents requested under Section 7.02(b), the Trustee shall join with the Issuer and the Guarantors in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained; *provided*, *however*, that the Trustee shall not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

After an amendment under this Article Nine becomes effective, the Issuer will mail or send to the Holders a notice briefly describing such amendment. The failure to give such notice to all

Holders, or any defect therein, will not impair or affect the validity of an amendment under this Article Nine.

For the avoidance of doubt, no amendment to, or deletion of any of the covenants described under ARTICLE Four, or action taken in compliance with such covenants in effect at the time of such action, shall be deemed to make any change in the provisions of the indenture relating to the rights of any holders of the Notes to receive payments of principal of, premium on, if any, or interest, if any, on the Notes.

With Consent of the Holders. (a)

Except as otherwise provided in this Section 9.02, the Issuer, the Guarantors and the Trustee may amend or supplement this Indenture, the Notes or the Note Guarantees with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or a tender offer or exchange offer for, Notes), and, subject to Section 6.04 and Section 6.07, any Default or Event of Default or non-compliance with, or requirement for future compliance with, any provision of this Indenture, the Notes or the Note Guarantees may be waived with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or a tender offer or exchange offer for, Notes). However, without the consent of each Holder of an outstanding Note affected, an amendment, supplement or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

(i) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(ii) reduce the rate of or change the time for payment of interest on, any Note;

(iii) reduce the principal of or change the Stated Maturity of any Note;

(iv) waive or reduce any payment or premium payable upon the redemption of any Note or change the time at which any Note may be redeemed as described in Section 3.08 (other than the requirement to provide not less than 30 days' notice);

(v) make any Note payable in money or currency other than that stated in such Note;

(vi) impair the right of any Holder to receive payment of principal of, or premium ,if any, or interest on such Holder's Notes on or after the due dates therefor (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration) or the right to institute suit for the enforcement of any payment on or with respect to such Holder's Notes;

(vii) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of, interest, if any, or premium, if any, on, the Notes;

(viii) make any change in the amendment and waiver provisions herein which require each Holder's consent;

(ix) release any Guarantor from any of its obligations under its Note Guarantee or this Indenture, except in accordance with the terms of this Indenture;

(x) expressly subordinate such Note or any Note Guarantee to any other Indebtedness of the Issuer or any Guarantor or make any other change in the ranking or priority of any Note that would adversely affect the Holders;

(xi) amend, change or modify the obligation of the Issuer to make and consummate an Asset Sale Offer with respect to any Asset Sale in accordance with Section 4.06 after the obligation to make such Asset Sale Offer has arisen, or the obligation of the Issuer to make and consummate a Change of Control Offer in the event of a Change of Control in accordance with Section 4.08 after such Change of Control has occurred, including, in each case, amending, changing or modifying any definition relating thereto;

(xii) except as otherwise permitted under Section 4.11 and Section 5.01, consent to the assignment or transfer by the Issuer or any Guarantor of any of their rights or obligations under this Indenture; or

(xiii) waive a Default or Event of Default in the payment of principal of, premium on, if any, interest , if any, on, the Notes (except a rescission of acceleration of the Notes by the holders of at least a majority in aggregate principal amount of the then-outstanding Notes and a waiver of the payment default that resulted from such acceleration).

(b) The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Persons entitled to consent to any amendment, supplement or waiver of this Indenture. If a record date is fixed, the Holders on such record date, or their duly designated proxies, and only such Persons, shall be entitled to consent to such amendment, supplement or waiver, whether or not such Holders remain Holders after such record date; *provided* that, unless such consent shall have become effective by virtue of the requisite percentage having been obtained prior to the date which is 90 days after such record date, any such consent previously given shall automatically and without further action by any Holder be cancelled and of no further effect.

(c) Upon the request of the Issuer accompanied by a Board Resolution authorizing the execution of any such amendment, supplement or waiver of this Indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02(b), the Trustee shall join with the Issuer and the Guarantors in the execution of such amendment, supplement or waiver unless such amendment, supplement or waiver directly affects the Trustee's own rights, duties or

immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amendment, supplement or waiver.

(d) After an amendment, supplement or waiver under this Article Nine becomes effective, the Issuer shall mail to the Holders a notice briefly describing such amendment, supplement or waiver. The failure to give such notice to all Holders, or any defect therein, shall not impair or affect the validity of an amendment, supplement or waiver under this Article Nine.

(e) It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

Revocation and Effect of Consents and Waivers. Subject to Section 9.02(b), until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, subject to Section 9.02(b), any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder. An amendment, supplement or waiver becomes effective upon the (i) receipt by the Issuer, with copies of such consents provided to the Trustee, of consents by the Holders of the requisite principal amount of securities, (ii) satisfaction of conditions to effectiveness as set forth in this Indenture and any indenture supplemental hereto containing such amendment, supplement or waiver and (iii) execution of such amendment, supplement or waiver (or supplemental indenture) by the Issuer and the Trustee.

Notation on or Exchange of Notes. If an amendment, supplement or waiver changes the terms of a Note, the Issuer may require the Holder of the Note to deliver it to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the Holder. Alternatively, if the Issuer or the Trustee so determines, the Issuer in exchange for the Note shall issue and, upon a written order of the Issuer signed by an Officer, the Trustee shall authenticate a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment, supplement or waiver.

Trustee to Sign Amendments. The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article Nine if such amendment, supplement or waiver does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment, supplement or waiver, the Trustee shall be entitled to receive and (subject to Section 7.01) shall be fully protected in relying upon, (i) an Officer's Certificate, (ii) and an Opinion of Counsel stating that such amendment, supplement or waiver is authorized or permitted by this Indenture and that such amendment, supplement or waiver is the legal, valid and binding obligation of the Issuer and the Guarantors, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof, (iii) if requested by the Trustee, a copy of the Board Resolution, certified by the Secretary or Assistant Secretary of the Issuer, authorizing the execution of such amendment, supplement or waiver and (iv) if such

amendment, supplement or waiver is executed pursuant to Section 9.02, evidence reasonably satisfactory to the Trustee of the consent of the Holders required to consent thereto.

Additional Voting Terms; Calculation of Principal Amount. All Notes issued under this Indenture shall vote and consent together on all matters (as to which any of such Notes may vote) as one class, and no right shall exist under the Notes to vote or consent as a class separate from one another on any matter. Determinations as to whether Holders of the requisite aggregate principal amount of Notes have concurred in any direction, waiver or consent shall be made in accordance with this Article Nine and Section 2.14.

Effect of Supplemental Indentures. Upon the execution of any amended or supplemental indenture under this Article Nine, this Indenture shall be modified in accordance therewith, and such amended or supplemental indenture shall form a part of this Indenture for all purposes and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder shall be bound thereby, unless such amended or supplemental indenture makes a change described in any of clauses (a) through (i) of the first paragraph of Section 9.02, in which case, such amended or supplemental indenture shall bind only each Holder of a Note who has consented to such amended or supplemental indenture and every subsequent Holder of a Note or portion of a Note that evidences the same indebtedness as the consenting Holder's Note.

## ARTICLE TEN
## SATISFACTION AND DISCHARGE

Satisfaction and Discharge.

(a) This Indenture will be discharged and will cease to be of further effect (except as to surviving rights and immunities of the Trustee and the Issuer's and Guarantors' obligations in connection therewith and rights of registration or transfer or exchange of Notes, as expressly provided for in this Indenture) as to all outstanding Notes when:

(i) either: (A) all the Notes that have been authenticated (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust) and have been delivered to the Trustee for cancellation or (B) all of the Notes (I) have become due and payable, (II) will become due and payable at their Stated Maturity within one year or (III) if redeemable at the option of the Issuer, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in an amount sufficient, in the written opinion of a nationally recognized investment bank, appraisal firm, or independent public accounting firm delivered to the Trustee (but only if any Government Securities are so included), without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium and interest, if any, and interest on the Notes to the date of maturity or redemption

together with irrevocable instructions from the Issuer directing the Trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be;

(ii) no Default or Event of Default shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and any similar deposit relating to other Indebtedness and, in each case, the granting of Liens to secure such borrowings) and such deposit will not result in a breach or violation of, or constitute a default under, any other material instrument (other than this Indenture) to which the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound (other than with respect to the borrowing of funds to be applied concurrently to make the deposit required to effect such satisfaction and discharge and any similar concurrent deposit relating to other Indebtedness, and, in each case, the granting of Liens to secure such borrowings);

(iii) the Issuer and/or the Guarantors have paid all other sums payable under this Indenture; and

(iv) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel stating that all conditions precedent under this Indenture relating to the satisfaction and discharge of this Indenture have been complied with.

(b) Notwithstanding the above, the Trustee shall pay to the Issuer from time to time upon its request any cash or Government Securities held by it as provided in this Section 10.01 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification delivered to the Trustee, are in excess of the amount thereof that would then be required to be deposited to effect a satisfaction and discharge under this Article Ten.

(c) After the conditions to discharge contained in this Article Ten have been satisfied, and the Issuer has paid or caused to be paid all other sums payable hereunder by the Issuer, and delivered to the Trustee an Officer's Certificate and Opinion of Counsel, each stating that all conditions precedent to satisfaction and discharge have been satisfied, the Trustee upon written request shall acknowledge in writing the discharge of the obligations of the Issuer and the Guarantors under this Indenture (except for those surviving obligations specified in this Section 10.01).

Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions. Subject to Section 10.03, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee pursuant to Section 10.01 in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal of, and premium (if any) and interest (if any) on, the Notes, but such money need not be segregated from other funds except to the extent required by law.

Repayment to the Issuer. Subject to any applicable escheat or other abandoned property law, the Trustee or Paying Agent shall pay to the Issuer upon written request any money held by

them for the payment of principal of, premium (if any) and interest (if any) on, any Note that remains unclaimed for two years after such amounts have become due and payable, and, thereafter, Holders entitled to the money must look to the Issuer for payment as a general creditor, and the Trustee and each Paying Agent shall have no further liability with respect to such monies.

## ARTICLE ELEVEN
## NOTE GUARANTEES

Guarantees. (a) Subject to this ARTICLE Eleven, each Guarantor hereby jointly and severally, irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, regardless of the validity and enforceability of this Indenture, (i) the full and punctual payment when due, whether at Stated Maturity, by acceleration, by redemption or otherwise, of all obligations of the Issuer under this Indenture (including obligations to the Trustee) and the Notes, whether for payment of principal of, or premium (if any), interest (if any) on, the Notes and all other monetary obligations of the Issuer under this Indenture (including interest on the overdue principal of, premium (if any), interest (if any) on, the Notes, if lawful (subject in all cases to any applicable grace period provided herein)) and the Notes and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Issuer whether for fees, expenses, indemnification or otherwise under this Indenture and the Notes (all the foregoing being hereinafter collectively called the "Guaranteed Obligations"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from each such Guarantor, and that each such Guarantor shall remain bound under this ARTICLE Eleven notwithstanding any extension or renewal of any Guaranteed Obligation.

(a) Each Guarantor waives presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer in relation to any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Notes or the Guaranteed Obligations. The obligations of each Guarantor hereunder shall not be affected by (i) the failure of any Holder or the Trustee to assert any claim or demand or to enforce any right or remedy against the Issuer or any other Person under this Indenture, the Notes or any other agreement or otherwise; (ii) any extension or renewal of this Indenture, the Notes or any other agreement; (iii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any other agreement; (iv) the release of any security held by any Holder or the Trustee for the Guaranteed Obligations or any Guarantor; (v) the failure of any Holder or Trustee to exercise any right or remedy against any other guarantor of the Guaranteed Obligations; (vi) the recovery of any judgment against the Issuer; (vii) any change in the ownership of such Guarantor, except as provided in Section 11.07 or Section 11.08 or (viii) any other circumstance which might constitute a legal or equitable discharge or defense of a Guarantor.

(b) In furtherance of the foregoing and not in limitation of any other right which any Holder or the Trustee has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Issuer to pay the principal of, premium (if any), interest (if any) on any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or

otherwise, or to perform or comply with any other Guaranteed Obligation, each Guarantor hereby promises to and shall, upon receipt of written demand by the Trustee (or as directed by the Holders), forthwith pay, or cause to be paid, in cash, to the Holders or the Trustee an amount equal to the sum of (i) the unpaid principal of and premium (if any) on such Guaranteed Obligations, (ii) accrued and unpaid interest(if any), on such Guaranteed Obligations (but only to the extent not prohibited by applicable law) and (iii) all other monetary obligations of the Issuer to the Holders and the Trustee. Each Guarantor further agrees that its Note Guarantee herein constitutes a guarantee of payment, performance and compliance when due (and not a guarantee of collection) and waives any right to require that any resort be had by any Holder or the Trustee to any security held for payment of the Guaranteed Obligations.

(c) Each Guarantor hereby waives any right to which it may be entitled to have its obligations hereunder divided among the Guarantors, such that such Guarantor's obligations would be less than the full amount claimed. Each Guarantor hereby waives any right to which it may be entitled to have the assets of the Issuer in respect of such Guaranteed Obligations first be used and depleted as payment of the Issuer's or such Guarantor's obligations hereunder prior to any amounts being claimed from or paid by such Guarantor hereunder. Each Guarantor hereby waives any right to which it may be entitled to require that the Issuer be sued prior to an action being initiated against such Guarantor.

(d) Except as expressly set forth in Article Eight, Section 11.02 and Section 11.08, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Holder or the Trustee to assert any claim or demand or to enforce any remedy under this Indenture, the Notes or any other agreement, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of any Guarantor or would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(e) Each Guarantor agrees that its Note Guarantee shall remain in full force and effect until payment in full of all the Guaranteed Obligations. If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or any Guarantor, any amount paid by any of them to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any Guaranteed Obligations guaranteed hereby until payment in full of all Guaranteed Obligations. Each Guarantor further agrees that, as between it, on the one hand, and the Holders and the Trustee, on the other hand, (i) the maturity of the Guaranteed

Obligations guaranteed hereby may be accelerated as provided in Article Six for the purposes of the Note Guarantee of such Guarantor, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Article Six, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by such Guarantor for the purposes of the Note Guarantee of such Guarantor. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

(g) Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Holder in enforcing any of its rights under this Section 11.01.

(h) Upon request of the Trustee, each Guarantor shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to more effectively carry out the purpose of this Indenture.

Limitation on Guarantor Liability. Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute (i) a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law affecting the rights of creditors generally to the extent applicable to its Note Guarantee or (ii) an unlawful distribution under any applicable state law prohibiting stockholder distributions by an insolvent subsidiary to the extent applicable to its Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article Eleven, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance or such an unlawful stockholder distribution.

Successors and Assigns. This Article Eleven shall be binding upon each Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Notes shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

No Waiver. Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article Eleven shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article Eleven at law, in equity, by statute or otherwise.

Modification. No modification, amendment or waiver of any provision of this Article Eleven, nor the consent to any departure by any Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Guarantor in any case shall entitle such Guarantor to any other or further notice or demand in the same, similar or other circumstances.

Execution and Delivery of Note Guarantees and Supplemental Indentures.

(a) To evidence its Note Guarantee set forth in Section 11.01, each Guarantor hereby agrees that a notation of such Note Guarantee substantially in the form attached as Exhibit C shall be endorsed by an Officer of such Guarantor by manual or facsimile signature on each Note authenticated and delivered by the Trustee and that this Indenture shall be executed on behalf of such Guarantor by one of its Officers.

(b) Each Guarantor hereby agrees that its Note Guarantee set forth in Section 11.01 shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

(c) If an Officer whose signature is on this Indenture or on the Note Guarantee no longer holds that office at the time the Trustee authenticates the Note on which a Note Guarantee is endorsed, the Note Guarantee shall be valid nevertheless.

(d) The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of the Guarantors.

(e) In the event that the Issuer or any of its Restricted Subsidiaries acquires or creates another Domestic Subsidiary (other than an Excluded Subsidiary) on or after the Issue Date, or in the event that any Restricted Subsidiary that is an Excluded Subsidiary ceases to be an Excluded Subsidiary, if required by Section 4.11, the Issuer shall cause such Domestic Subsidiary or Restricted Subsidiary to become a Guarantor in accordance with Section 4.11 and this Article Eleven, to the extent applicable.

Merger and Consolidation of Guarantors.

(a) A Subsidiary Guarantor may not (1) sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Subsidiary Guarantor is the surviving Person), another Person, other than, in either such case, the Issuer or another Subsidiary Guarantor, unless:

(i) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(ii) either:

(1) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger (if other than the Subsidiary Guarantor) (A) is organized or existing under the laws of the United States, any state thereof or the District of Columbia (*provided* that this Section 11.07(a)(ii)(1)(A) shall not apply if such Subsidiary Guarantor is organized under the laws of a jurisdiction other than the United States, any state thereof or the District of Columbia) and (B) assumes all the obligations of that Subsidiary Guarantor under this Indenture, and its Note Guarantee pursuant to a supplemental indenture satisfactory to the Trustee; or

(2) such sale or other disposition or consolidation or merger complies with Section 4.06.

(b) In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by a Guarantor, such successor Person shall succeed to and be substituted for a Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Issuer and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under this Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Note Guarantees had been issued at the Issue Date.

(c) Except as set forth in Article Five, and notwithstanding clauses (i) and (ii) of Section 11.07(a), nothing contained in this Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Issuer or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Issuer or another Guarantor.

Release of Guarantor.

(a) Any Guarantor (other than the Issuer) will be automatically released and relieved of any obligations under its Note Guarantee:

(i) in connection with any sale or other transfer or disposition of Capital Stock of a Guarantor to a Person that is not (either before or after giving effect to such transaction) the Issuer or a Restricted Subsidiary of the Issuer, such that, immediately after giving effect to such transaction, such Guarantor would no longer constitute a Subsidiary of the Issuer, if the sale of such Capital Stock of that Guarantor complies with Section 4.06 and Section 4.04;

(ii) if the Issuer properly designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary under this Indenture;

(iii) the release or discharge of the guarantee by such Guarantor of Indebtedness under the Credit Agreement or, solely in the case of a Note Guarantee created pursuant to the second sentence of Section 4.11(b), upon the release or discharge of the Guarantee which resulted in the creation of such Note Guarantee pursuant to Section 4.11(b), except a discharge or release by or as a result of payment under such Guarantee; or

(iv) upon legal defeasance, covenant defeasance or satisfaction and discharge of this Indenture as provided under Article Eight and Article Ten hereof.

(v) The Issuer shall promptly notify the Trustee of the release of any Guarantor. Upon delivery by the Issuer to the Trustee of an Officer's Certificate and an Opinion of Counsel to the effect that one of the foregoing requirements has been satisfied and the conditions to the release of a Guarantor under this Section 11.08 have been met, the Trustee shall promptly execute any documents reasonably required in order to evidence the release of such Guarantor from its obligations under its Note Guarantee.

(b) Any Guarantor not released from its obligations under its Note Guarantee as provided in this Section 11.08 shall remain liable for the full amount of principal of, and premium (if any), interest (if any) on, the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Article Eleven.

## ARTICLE TWELVE
## MISCELLANEOUS

[Reserved].

Notices. (a) Any notice or communication required or permitted hereunder shall be in writing and delivered in person, via facsimile or mailed by first-class mail (registered or certified, return receipt requested) or overnight air courier guaranteeing next day delivery, addressed as follows:

if to the Issuer or a Guarantor:

ACCO Brands Corporation
Kemper Lakes Business Center
Building 4
Four Corporate Drive
Long Grove, Illinois 60047
Facsimile No. 847-719-8904
Phone No.: 847-796-4116
Attention: Legal Department

with a copy to:

Vedder Price P.C.
222 North LaSalle Street
Chicago, Illinois 60601

Attention: John T. Blatchford
Facsimile: (312) 609-5005

if to the Trustee:

Wells Fargo Bank, National Association
150 East 42nd Street, 40th Floor
New York, New York 10017
Attn: Corporate, Municipal and Escrow Services
Facsimile: (917) 260-1594

The Issuer, any Guarantor or the Trustee by notice to the others may designate additional or different addresses for subsequent notices or communications. All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if transmitted by facsimile; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery. The Trustee shall have the right, but shall not be required, to rely upon and comply with instructions and directions sent by e-mail, facsimile and other similar unsecured electronic methods by persons believed by the Trustee to be authorized to give instructions and directions on behalf of the Issuer, the Guarantors or any Person. The Trustee shall have no duty or obligation to verify or confirm that the Person who sent such instructions or directions is, in fact, a Person authorized to give instructions or directions on behalf of the Issuer or Guarantors; and the Trustee shall have no liability for any losses, liabilities, costs or expenses incurred or sustained by the Issuer or Guarantors as a result of such reliance upon or compliance with such instructions or directions. The Issuer or Guarantors agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(a) Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. If the Issuer mails a notice or communication to Holders, it shall mail a copy to the Trustee at the same time.

(b) Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it, except that notices to the Trustee are effective only if received.

(c) Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance on such waiver.

(d) In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

(e) Where this Indenture or any Note provides for notice of any event (including any notice of redemption or repurchase) to a Holder of a Global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to DTC (or its designee) pursuant to the standing instructions from DTC or its designee, including by electronic mail in accordance with DTC operational arrangements or other applicable DTC requirements.

Communication by the Holders with Other Holders. Holders may communicate pursuant to TIA § 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Issuer, the Guarantors the Trustee, the Registrar and any other Person shall have the protection of TIA § 312(c).

Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuer to the Trustee to take or refrain from taking any action under this Indenture, the Issuer shall furnish to the Trustee:

(a) an Officer's Certificate in form reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.05) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel (which shall include the statements set forth in Section 12.05) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been complied with.

Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such Person, such covenant or condition has been complied with; *provided*, *however*, that with respect to matters of fact an Opinion of Counsel may rely on an Officer's Certificate or certificates of public officials.

Treasury Notes Disregarded. In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Issuer,

any Guarantor or by any Affiliate of the Issuer or of any Guarantor shall be disregarded and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which the Trustee knows are so owned shall be so disregarded. Subject to the foregoing, only Notes outstanding at the time shall be considered in any such determination.

Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of the Holders. The Registrar and Paying Agent may make reasonable rules for their functions.

Legal Holidays. If a payment date is not a Business Day, payment shall be made on the next succeeding day that is a Business Day, and no interest shall accrue on any amount that would have been otherwise payable on such payment date if it were a Business Day for the intervening period. If a regular record date is not a Business Day, the record date shall not be affected.

GOVERNING LAW; JURY TRIAL WAIVER. THIS INDENTURE, THE NOTES AND THE NOTE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES WHICH WOULD HAVE THE EFFECT OF APPLYING THE LAWS OF ANY OTHER JURISDICTION. EACH OF THE ISSUER, THE GUARANTORS AND THE TRUSTEE, AND BY ITS ACCEPTANCE THEREOF, EACH HOLDER OF A NOTE, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES, THE GUARANTEES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Consent to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Indenture or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the City of New York or the courts of the State of New York in each case located in the City of New York (collectively, the "***Specified Courts***"), and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail (to the extent allowed under any applicable statute or rule of court) to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court has been brought in an inconvenient forum.

No Recourse Against Others. No director, officer, employee, manager, incorporator or holder of any Equity Interests in the Issuer or of any Guarantor or any direct or indirect parent corporation, as such, shall have any liability for any obligations of the Issuer or the Guarantors under the Notes, this Indenture or the Note Guarantees for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release under this Section 12.11 are part of the consideration for issuance of the Notes and the Note Guarantees.

Successors. All agreements of the Issuer and each Guarantor in this Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Indenture shall bind its successors.

Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Indenture Controls. If and to the extent that any provision of the Notes limits, qualifies or conflicts with a provision of this Indenture, such provision of this Indenture shall control.

Severability. In case any provision in this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Benefit of Indenture. Nothing in this Indenture, the Notes or the Note Guarantees, express or implied, shall give to any Person, other than the parties hereto, any Paying Agent, any Registrar and its successors hereunder, and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by the Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agents duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "***Act***" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Issuer if made in the manner provided in this Section 12.18.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public

or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to such witness, notary or officer the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(c) Notwithstanding anything to the contrary contained in this Section 12.18, ownership of Notes shall be proved by the register of the Notes maintained by the Registrar as provided in Section 2.04.

(d) If the Issuer shall solicit from the Holders of the Notes any request, demand, authorization, direction, notice, consent, waiver or other Act, the Issuer may, at its option, by or pursuant to a Board Resolution, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Issuer shall have no obligation to do so. Such record date shall be the record date specified in or pursuant to such resolution, which shall be a date not earlier than the date 30 days prior to the first solicitation of Holders generally in connection therewith or the date of the most recent list of Holders forwarded to the Trustee prior to such solicitation pursuant to Section 2.06 and not later than the date such solicitation is completed. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of the then outstanding Notes have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the then outstanding Notes shall be computed as of such record date; *provided* that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than 11 months after the record date.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration or transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

(f) Without limiting the foregoing, a Holder entitled hereunder to take any action hereunder with regard to any particular Note may do so itself with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any part of such principal amount.

No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuer or any of its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

USA Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the USA Patriot Act the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the USA Patriot Act.

Force Majeure. The Trustee shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Trustee (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

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IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

**ACCO BRANDS CORPORATION.**

By:/s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Executive Vice President and Chief Financial Officer

**GUARANTORS:**

**ACCO EUROPE FINANCE HOLDINGS, LLC**

By:/s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President

**ACCO INTERNATIONAL HOLDINGS, INC.**

By:/s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President

**GBC INTERNATIONAL, INC.**

By:/s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President and Treasurer

**ACCO BRANDS USA LLC**

By:/s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Executive Vice President and Chief Financial Officer

[Signature page to Indenture]

**GENERAL BINDING LLC**

By:/s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President

**NESCHEN GBC GRAPHIC FILMS, LLC**

By:/s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Supervisory Director

**ACCO BRANDS INTERNATIONAL, INC.**

By:/s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President

**ACCO EUROPE INTERNATIONAL HOLDINGS, LLC**

By:/s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President

[Signature page to Indenture]

**WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee**

By: /s/ Gregory S. Clarke
Name: Gregory S. Clarke
Title: Vice President

[Signature page to Indenture]

PROVISIONS RELATING TO THE NOTES

1. Definitions.

1.1 Definitions.

For the purposes of this Appendix A the following terms shall have the meanings indicated below:

"***Definitive Note***" means a certificated Note (bearing the Restricted Notes Legend if the transfer of such Note is restricted by applicable law) registered in the name of the Holder thereof that does not include the Global Notes Legend.

"***Notes Custodian***" means the custodian with respect to a Global Note (as appointed by the Depositary) or any successor Person thereto, who shall initially be the Trustee.

"***Purchase Agreement***" means (a) the Purchase Agreement dated December 8, 2016, among the Issuer, the Guarantors and Barclays Capital Inc., as representatives of the Initial Purchaser and (b) any other similar Purchase Agreement relating to Additional Notes.

"***Regulation S***" means Regulation S promulgated under the Securities Act.

"***Regulation S Legend***" means the legend set forth in Section 2.2(g)(i) herein.

"***Restricted Definitive Note***" means any Restricted Note that is a Definitive Note.

"***Restricted Global Note***" means a Restricted Note that is a Global Note.

"***Restricted Note***" means any Note that bears or is required to bear or is subject to the Restricted Notes Legend or the Regulation S Legend.

"***Restricted Notes Legend***" means the legend set forth in Section 2.2(g)(i) herein.

"***Unrestricted Note***" means Definitive Notes and any other Notes that are not required to bear, or are not subject to, the Restricted Notes Legend or the Regulation S Legend.

"***Unrestricted Global Note***" means an Unrestricted Note that is a Global Note.

1.2 Other Definitions.

| | Defined Term in Section |
|---|---|
| Agent Members | 2.1(b) |
| Automatic Exchange | 2.2(f) |
| Automatic Exchange Date | 2.2(f) |
| Automatic Exchange Notice | 2.2(f) |
| Automatic Exchange Notice Date | 2.1(c) |

2. The Notes.

2.1 Form and Dating.

(a) Notes issued hereunder may be transferred or resold, as the case may be, pursuant to an exemption from the registration requirements of the Securities Act. Additional Notes offered after the date hereof may be offered and sold by the Issuer from time to time pursuant to one or more Purchase Agreements in accordance with applicable law.

(b) Global Notes.

(i) Notes issued in global form will be substantially in the form of Exhibit A hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form will be substantially in the form of Exhibit A hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Upon the issuance of a Regulation S Global Note or a Rule 144A Global Note, (collectively, the "***Global Notes***" and each, a "***Global Note***"), the Depositary or its nominee will credit the accounts of Persons holding through it with the respective principal amounts of the Notes represented by such Global Note purchased by such Persons in the offering. Such accounts shall be designated by the Initial Purchasers. Ownership of beneficial interests in a Global Note will be limited to Participants or Indirect Participants (collectively, the "***Agent Members***"). Ownership of beneficial interests in a Global Note will be shown on, and the transfer of that ownership interest will be effected only through, records maintained by the Depositary (with respect to Participants' interests) and such Participants (with respect to Indirect Participants' interests). Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it represents the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and

redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or, if the Notes Custodian and the Trustee are not the same Person, by the Notes Custodian at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.07 of the Indenture and Section 2.2 of this Appendix. The Issuer has entered into a letter of representations with DTC in the form provided by DTC and the Trustee and each Agent are hereby authorized to act in accordance with such letter and Applicable Procedures.

(ii) So long as the Depositary is the registered owner of such Global Note, such Depositary will be considered the sole owner or Holder of the Notes represented by such Global Note for all purposes whatsoever, including under the Indenture and the Notes. Agent Members (x) will not be considered to be the owners or Holders of any Notes under the Indenture for any purpose and shall thus have no rights under the Indenture with respect to any Global Note held on their behalf by the Depositary, or the Trustee as its Notes Custodian, or under the Global Notes, and (y) except as set forth in Section 2.2 of this Appendix, will neither be entitled to have the Notes represented by such Global Note registered in their names nor will receive or be entitled to receive Definitive Notes. Accordingly, each Person owning a beneficial interest in a Global Note must rely on the procedures of the Depositary and, if such Person is not a Participant, on the procedures of the Participant through which such Person owns its interest, to exercise any rights of a Holder under the Indenture. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary, or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Note. The Issuer understands that under existing industry practices, in the event that the Issuer requests any action of Holders or that an owner of a beneficial interest in a Global Note desires to give or take any action which a holder is entitled to give or take under the Indenture, the Depositary would authorize the Participants holding the relevant beneficial interest to give or take such action and such Participants would authorize Indirect Participants owning through such Participants to give or take such action or would otherwise act upon the instructions of beneficial owners owning through them.

(c) Regulation S Global Notes. Notes offered and sold in reliance on Regulation S shall be issued initially in the form of the Regulation S Global Note, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, as Notes Custodian for the Depositary, and registered in the name of the Depositary or the nominee of the Depositary, duly executed by the Issuer and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the Regulation S Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided. Prior to the expiration of the Restricted Period (as defined below), beneficial interests in the Regulation S Global Note may be held only by persons who are not U.S. persons for purposes of Rule 902 of Regulation S under the Securities Act, unless exchanged for interests in the Rule 144A Global Note in accordance with the transfer and certification requirements described below. "***Restricted Period***" means the period through and including the 40th day after the latest of the commencement of the offering described in the Offering Circular and the original Issue Date of the Notes. The Restricted Period shall be terminated pursuant to Applicable Procedures or upon the receipt by the Trustee of an Officer's Certificate certifying that the Restricted Period may be terminated in accordance with Regulation S.

(d) Definitive Notes. Notes issued in definitive form shall be substantially in the form of Exhibit A (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Definitive Notes will only be issued in compliance with, and under the circumstances described in, Section 2.07 of the Indenture and Section 2.2 of this Appendix.

(e) Euroclear and Clearstream Procedures. The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Global Notes that are held by Indirect Participants through Euroclear or Clearstream.

2.2 Transfer and Exchange.

(a) Transfer and Exchange of Global Notes. A Global Note may not be transferred except as a whole by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes shall be exchanged by the Issuer for Definitive Notes if:

(i) the Depositary notifies the Issuer that it is unwilling or unable to continue as a depositary for such Global Note or if at any time the Depositary ceases to be a clearing agency registered under the Exchange Act, and in either case, the Issuer fails to appoint a successor depositary;

(ii) the Issuer in its discretion at any time determines not to have any or all the Notes represented by such Global Note; or

(iii) there shall have occurred and be continuing an Event of Default with respect to the Notes represented by such Global Note.

Upon the occurrence of any of the preceding events in clauses (i), (ii) or (iii) of this Section 2.2(a), Definitive Notes (x) shall be issued in fully registered form in such denominations and such names as the Depositary shall instruct the Trustee in accordance with its customary procedures and (y) will bear the restrictive legend referred to in Section 2.2(g) of this Appendix, unless that legend is not required by applicable law. In such circumstance, the Global Note or Notes shall be deemed to be surrendered to the Trustee for cancellation, and the Issuer shall execute, and, upon a written order of the Issuer signed by an Officer, the Trustee shall authenticate and make available for delivery, to each beneficial owner identified by the Depositary in writing in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations. Payment of principal of, and premium, if any, and interest on, the Definitive Notes will be payable, and the transfer of the Definitive Notes will be registrable, at the office or agency of the Issuer maintained for such purposes; and no service charge will be made for any registration of transfer or exchange of the Definitive Notes, although the Issuer may require payment of a sum sufficient to cover any tax or governmental charge imposed in connection therewith.

Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.08 and 2.10 of the Indenture. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to Section 2.07 or 2.10 of the Indenture shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 2.2(a); however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.2(b), (c) or (f) of this Appendix.

(b) Transfer and Exchange of Beneficial Interests in Global Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with the provisions of the Indenture and the Applicable Procedures of the Depositary. Beneficial interests in Restricted Global Notes shall be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Beneficial interests in Global Notes shall be transferred or exchanged only for beneficial interests in Global Notes, except in the circumstances described in Section 2.2(a) of this Appendix. Transfers and exchanges of beneficial interests in the Global Notes also shall require compliance with either clause (i) or (ii)

of this Section 2.2(b), as applicable, as well as one or more of the other following clauses of this Section 2.2(b), as applicable:

(i) Transfer of Beneficial Interests in the Same Global Note. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Restricted Notes Legend; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in a Regulation S Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). A beneficial interest in an Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.2(b)(i).

(ii) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests in any Global Note that are not subject to Section 2.2(b)(i) of this Appendix, the transferor of such beneficial interest must deliver to the Registrar either:

(A) both (1) a written order from the Participant given to the Depositary in accordance with the Applicable Procedures of the Depositary directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the Applicable Procedures of the Depositary containing information regarding the Participant account to be credited with such increase; or

(B) provided that such transfers are otherwise allowed pursuant to Section 2.2(a) of this Appendix, both (1) a written order from an Participant given to the Depositary in accordance with the Applicable Procedures of the Depositary directing the Depositary to cause to be issued a Definitive Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given by the Depositary to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in subclause (1) of this Section 2.2(b)(ii)(B).

(iii) Transfer of Beneficial Interests to Another Restricted Global Note. A beneficial interest in a Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.2(b)(ii) above and the Registrar receives from the transferor a certificate in the form of Exhibit D to the Indenture.

(iv) Transfer and Exchange of Beneficial Interests in an Unrestricted Global Note for Beneficial Interests in a Restricted Global Note. Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) Transfer and Exchange of Beneficial Interests in Global Notes for Definitive Notes. A beneficial interest in a Global Note may not be exchanged for a Definitive Note except under the circumstances described in Section 2.2(a) of this Appendix. A beneficial interest in a Global Note may not be transferred to a Person who takes delivery thereof in the form of a Definitive Note except under the circumstances described in Section 2.2(a) of this Appendix. The Restricted Notes Legend shall be affixed to Restricted Definitive Notes issued as required by law.

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests in Global Notes. Transfers and exchanges of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i), (ii) or (ii) below, as applicable:

(i) Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes. If any Holder of a Restricted Definitive Note proposes to exchange such Restricted Definitive Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Restricted Definitive Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit E to the Indenture;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate from such Holder in the form of Exhibit D to the Indenture;

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 under the Securities Act, a certificate from such Holder in the form of Exhibit D to the Indenture;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate from such Holder in the form of Exhibit D to the Indenture;

(E) if such Restricted Definitive Note is being transferred to the Issuer or any of its Subsidiaries, a certificate from such Holder in the form of Exhibit D to the Indenture;

the Trustee shall cancel the Restricted Definitive Note, and increase or cause to be increased the aggregate principal amount of the appropriate Restricted Global Note.

(ii) Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of an Unrestricted Definitive Note may exchange such Unrestricted Definitive Note for a beneficial interest in an Unrestricted Global Note or transfer such Unrestricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes. If any such transfer or exchange is effected pursuant to this subparagraph (ii) at a time when an Unrestricted Global Note has not yet been issued, the Issuer shall issue and, upon receipt of an written order of the Issuer signed by an Officer, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of Unrestricted Definitive Notes transferred or exchanged pursuant to this subparagraph (ii).

(iii) Unrestricted Definitive Notes to Beneficial Interests in Restricted Global Notes. An Unrestricted Definitive Note cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.2(e), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or

exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.2(e).

(i) Restricted Definitive Notes to Restricted Definitive Notes. A Restricted Definitive Note may be transferred to and registered in the name of a Person who takes delivery thereof in the form of a Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A, then the transferor must deliver a certificate in the form of Exhibit D to the Indenture;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904, then the transferor must deliver a certificate in the form of Exhibit D to the Indenture;

(C) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit D to the Indenture;

(D) if such transfer will be made to the Issuer or a Subsidiary thereof, a certificate in the form of Exhibit D to the Indenture.

Restricted Definitive Notes to Unrestricted Definitive Notes. Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note if the Registrar receives a certificate from such Holder in the form of Exhibit D to the Indenture,

and, if the Registrar so requests, an Opinion of Counsel in form reasonably acceptable to the Issuer to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Notes Legend are no longer required in order to maintain compliance with the Securities Act.

(ii) Unrestricted Definitive Notes to Unrestricted Definitive Notes. A Holder of an Unrestricted Definitive Note may transfer such Unrestricted Definitive Note to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note at any time. Upon receipt of a request to register such a transfer, the Registrar shall

register the Unrestricted Definitive Note pursuant to the instructions from the Holder thereof.

(iii) Unrestricted Definitive Notes to Restricted Definitive Notes. An Unrestricted Definitive Note cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a Restricted Definitive Note.

At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 of the Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(f) Automatic Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. Upon the Issuer's satisfaction that the Restricted Notes Legend shall no longer be required in order to maintain compliance with the Securities Act, beneficial interests in a Restricted Global Note may be automatically exchanged into beneficial interests in an Unrestricted Global Note without any action required by or on behalf of the Holder (the "**Automatic Exchange**") at any time on or after the date that is the 366th calendar day after (A) with respect to the Notes issued on the Issue Date, the Issue Date or (B) with respect to Additional Notes, if any, the issue date of such Additional Notes, or, in each case, if such day is not a Business Day, on the next succeeding Business Day (the "**Automatic Exchange Date**"). Upon the Issuer's satisfaction that the Restricted Notes Legend shall no longer be required in order to maintain compliance with the Securities Act, the Issuer may (i) provide written notice to the Trustee at least 10 calendar days prior to the Automatic Exchange, instructing the Trustee to direct the Depositary to exchange all of the outstanding beneficial interests in a particular Restricted Global Note to the Unrestricted Global Note, which the Issuer shall have previously otherwise made eligible for exchange with DTC, (ii) provide prior written notice (the "**Automatic Exchange Notice**") to each Holder at such Holder's address appearing in the register of Holders at least 10 calendar days prior to the Automatic Exchange (the "**Automatic Exchange Notice Date**"), which notice must include (w) the Automatic Exchange Date, (x) the section of the

Indenture pursuant to which the Automatic Exchange shall occur, (y) the "CUSIP" number of the Restricted Global Note from which such Holder's beneficial interests will be transferred and the (z) "CUSIP" number of the Unrestricted Global Note into which such Holder's beneficial interests will be transferred, and (iii) on or prior to the date of the Automatic Exchange, deliver to the Trustee for authentication one or more Unrestricted Global Notes, duly executed by the Issuer, in an aggregate principal amount equal to the aggregate principal amount of Restricted Global Notes to be exchanged. At the Issuer's request on no less than 5 calendar days' notice, the Trustee shall deliver, in the Issuer's name and at its expense, the Automatic Exchange Notice to each Holder at such Holder's address appearing in the register of Holders. Notwithstanding anything to the contrary in this Section 2.2(f), during the 10 day period between the Automatic Exchange Notice Date and the Automatic Exchange Date, no transfers or exchanges other than pursuant to this Section 2.2(f) shall be permitted without the prior written consent of the Issuer. As a condition to any Automatic Exchange, the Issuer shall provide, and the Trustee shall be entitled to rely upon, an Officers' Certificate reasonably acceptable to the Trustee to the effect that the Automatic Exchange shall be effected in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Notes Legend shall no longer be required in order to maintain compliance with the Securities Act, and that the aggregate principal amount of the particular Restricted Global Note may be transferred to the particular Unrestricted Global Note by adjustment made on the records of the Trustee, as DTC Custodian to reflect the Automatic Exchange. Upon such exchange of beneficial interests pursuant to this Section 2.2(f), the aggregate principal amount of the Global Notes shall be increased or decreased by adjustments made on the records of the Trustee, as DTC Custodian, to reflect the relevant increase or decrease in the principal amount of such Global Note resulting from the applicable exchange. The Restricted Global Note from which beneficial interests are transferred pursuant to an Automatic Exchange shall be canceled following the Automatic Exchange.

(g) Legend.

(i) Restricted Note Legend. Except as permitted by subparagraph(e)(ii), (g)(v), (g)(vi) or (g)(vii) of this Section 2.2, or unless otherwise agreed by the Issuer and the Holder, each Note certificate evidencing the Global Notes and the Definitive Notes (and all Notes issued in exchange therefor or in substitution thereof) issued otherwise than in reliance on Regulation S shall bear a legend (the "***Restricted Notes Legend***") in substantially the following form (each defined term in the legend being defined as such for purposes of the legend only):

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS THE DATE ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED UNDER RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREOF, ONLY (A) TO THE ISSUER OR ANY SUBSIDIARY OF THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE."

Each Definitive Note shall bear the following additional legend:

"IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRUSTEE SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH REGISTRAR AND TRUSTEE MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS."

(ii) Regulation S Legend. Except as permitted by subparagraph (e)(ii), (g)(v), (g)(vi), or (g)(vii) of this Section 2.2, or unless otherwise agreed by the Issuer and the Holder, each Note certificate evidencing the Global Notes and the Definitive Notes (and all Notes issued in exchange therefor or in substitution thereof) issued in reliance on Regulation S shall bear a legend (the "***Regulation S Legend***") in substantially the following form (each defined term in the legend being defined as such for purposes of the legend only)

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS THE DATE ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED UNDER RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREOF, ONLY (A) TO THE ISSUER OR ANY SUBSIDIARY OF THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

(iii) Global Note Legend. Each Global Note shall bear an additional legend in substantially the following form:

"THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.07 OR SECTION 9.04 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.2(b) OF THE APPENDIX TO THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE ISSUER."

(iv) Regulation S Global Note Legend. The Regulation S Global Note shall bear an additional legend in substantially the following form:

"THE RIGHTS ATTACHING TO THIS REGULATION S GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR CERTIFICATED NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN)."

(v) Upon any sale or transfer of a Restricted Note that is a Definitive Restricted Note, the Registrar shall permit the Holder thereof to exchange such Restricted Note for a Definitive Note that does not bear the legends set forth above and rescind any restriction on the transfer of such Restricted Note if the Holder certifies in writing to the Registrar that its request for such exchange was made in reliance on Rule 144 (such certification to be in the form set forth on the reverse of the Note).

(vi) Upon a sale or transfer after the expiration of the Restricted Period of any Note acquired pursuant to Regulation S, all requirements that such Note bear the Restricted Notes Legend shall cease to apply and the requirements requiring any such Note be issued in global form shall continue to apply.

(vii) Any Additional Notes sold in a registered public offering shall not be required to bear the Restricted Notes Legend or the Regulation S Legend.

(h) Cancellation or Adjustment of Global Note. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive

Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 of the Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on the Schedule of Exchanges of Interests with respect to such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on the Schedule of Exchanges of Interests with respect to such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(i) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a Participant in the Depositary or any other Person with respect to the accuracy of the records of the Depositary or its nominee or of any Participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any Participant, member, Indirect Participant or other Person (other than the Depositary) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to the Holders under the Notes shall be given or made only to the registered Holders (which shall be the Depositary in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depositary subject to the applicable rules and procedures of the Depositary. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, Participants and Indirect Participants.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under the Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary Participants, members or Indirect Participants in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by,

and to do so if and when expressly required by, the terms of the Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

EXHIBIT A

**[FORM OF FACE OF GLOBAL NOTE]**

[GLOBAL NOTE LEGEND]

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.07 OR SECTION 9.04 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.2(b) OF THE APPENDIX TO THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE ISSUER.

[Restricted Note Legend]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS THE DATE ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED UNDER RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREOF, ONLY (A) TO THE ISSUER OR ANY SUBSIDIARY OF THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D) OR (E) TO

REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

[Regulation S Legend]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS THE DATE ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED UNDER RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREOF, ONLY (A) TO THE ISSUER OR ANY SUBSIDIARY OF THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

Each Regulation S Global Note shall bear the following additional legend (as applicable):

THE RIGHTS ATTACHING TO THIS REGULATION S GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR CERTIFICATED NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN).

Each Definitive Note shall bear the following additional legend:

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRUSTEE SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH REGISTRAR AND TRUSTEE MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

*[FORM OF NOTE]*

CUSIP No.___________
ISIN No. ___________

No.__________ $__________

**ACCO BRANDS CORPORATION**
**5.25% Senior Notes due 2024**

ACCO BRANDS CORPORATION, a Delaware corporation, for value received, promises to pay or cause to be paid to [ ], or its registered assigns, the principal sum of [ ] Dollars [, or such other amount as is listed on the Schedule of Increases or Decreases in Global Note attached hereto]on December 15, 2024.

Interest Payment Dates: June 15 and December 15 Record Dates: June 1 and December 1.

Additional provisions of this Note are set forth on the other side of this Note.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed.

ACCO BRANDS CORPORATION

By:
Name:
Title:

Dated:_______________________

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

Wells Fargo Bank, National Association, as Trustee, certifies that this is one of the Notes referred to in the Indenture

By:__
Authorized Signatory

Dated:__

* / If the Note is to be issued in global form, add the Global Notes Legend and the applicable attachment from Exhibit A captioned "TO BE ATTACHED TO GLOBAL NOTES – SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTES".

[*FORM OF REVERSE SIDE OF NOTE*]

**ACCO BRANDS CORPORATION**

5.25% SENIOR NOTES DUE 2024

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest

The Issuer promises to pay or cause to be paid interest on the principal amount of this Note at 5.25% *per annum* from __________, _____ until maturity. The Issuer shall pay interest semiannually in arrears on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "***Interest Payment Date***"), commencing June 15, 2017. Interest on the Notes shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from the date of issuance; *provided* that, if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided further*, that the first Interest Payment Date shall be __________, _____. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at a rate equal to 1% *per annum* in excess of the then applicable interest rate on the Notes to the extent lawful; the Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (if any) (without regard to any applicable grace period) from time to time at the same rate to the extent lawful.

2. Method of Payment

The Issuer shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders at the close of business on the June 1 and December 1 immediately preceding the Interest Payment Date even if such Notes are canceled after the record date and on or before the Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Issuer shall pay principal, premium, if any, and interest on the Notes in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. The Issuer will make payments in respect of the Notes represented by the Global Notes, including principal, premium, if any, and interest, by wire transfer of immediately available funds to the accounts specified by the Global Note Holder. The Issuer will make all payments of principal, interest and premium, if any, with respect to Definitive Notes by wire transfer of immediately available funds to the accounts specified by the Holders of the Definitive Notes or, if no such account is specified, by mailing a check to each such Holder's registered address. All other payments on Notes shall be made at the office or agency of the Paying Agent and Registrar unless the Issuer elects to make interest payments by check mailed to the Holders at their addresses set forth in the register of Holders; *provided* that payment by wire transfer of immediately available funds will be required with respect to principal of, premium on, if any, and interest, if any, on, all

Global Notes and all other Notes the Holders of which will have provided wire transfer instructions to the Company or the Paying Agent. Such payment will be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. Paying Agent and Registrar

Initially, Wells Fargo Bank, National Association (the "***Trustee***") will act as Paying Agent and Registrar. The Issuer may appoint and change any Paying Agent or Registrar without prior notice to any Holder. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar.

4. Indenture

The Issuer issued the Notes under an Indenture dated as of December 22, 2016 (the "***Indenture***"), among the Issuer, the Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture. The Notes are subject to all such terms and provisions of the Indenture, and the Holders (as defined in the Indenture) are referred to the Indenture for a statement of such terms and provisions. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are unsecured. The Indenture does not limit the aggregate principal amount of Additional Notes that may be issued thereunder.

5. Optional Redemption

(a) At any time prior to December 15, 2019, the Issuer may, at its option, redeem up to 40% of the aggregate principal amount of Notes, upon not less than 30 no more than 60 days' prior notice, at a redemption price equal to 105.25% of the principal amount of the Notes redeemed, plus accrued and unpaid interest, if any, to but not including, the date of redemption, with the net cash proceeds of one or more Equity Offerings by the Issuer or a contribution to the Issuer's common equity capital made with the net cash proceeds of a concurrent Equity Offering by any direct or indirect parent company of the Issuer; *provided that*

(i) at least 50% of the aggregate principal amount of Notes originally issued under the indenture (excluding Notes held by the Issuer and the Issuer's Subsidiaries) remains outstanding immediately after the occurrence of such redemption and

(ii) notice of the redemption is mailed or sent to holders of the Notes within 120 days of the date of the closing of such Equity Offering.

(b) At any time prior to December 15, 2019, the Issuer may on any one or more occasions redeem all or a part of the Notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed, *plus* the Applicable Premium as of, and accrued and unpaid interest, if any, to, the date of redemption, subject to the

rights of Holders of Notes on the relevant record date to receive interest on the relevant interest payment date.

(c) Except as set forth in subparagraphs (a) and (b) of this paragraph 5, the Issuer shall not have the option to redeem the Notes pursuant to this Section prior to December 15, 2019.

(d) On or after December 15, 2019, the Issuer may redeem the Notes, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest thereon, if any, to, but not including the applicable redemption date, if redeemed during the 12-month period beginning on December 15 of the years indicated below, subject to the rights of Holders of Notes on the relevant record date to receive interest on the relevant interest payment date:

| **Year** | **Percentage** |
| --- | --- |
| 2019 | 103.938% |
| 2020 | 102.625% |
| 2021 | 101.313% |
| 2022 and thereafter | 100.000% |

Unless the Company defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

6. Mandatory Redemption

The Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. Repurchase of Notes at the Option of the Holders upon Change of Control and Asset Sales

Upon the occurrence of a Change of Control, each Holder shall have the right, subject to certain conditions specified in the Indenture, to cause the Issuer to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000) of that Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of the Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date), as provided in, and subject to the terms of, the Indenture.

In accordance with Section 4.06 of the Indenture, the Issuer will be required to offer to purchase Notes upon the occurrence of certain events related to sales of Issuer assets. If such an event occurs, the offer price for the Notes in any Asset Sale Offer will be equal to 100% of the principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, on the Notes to the date of purchase, as provided in, and subject to the terms of, the Indenture.

8. Notice of Redemption

Notice of redemption will be mailed by first-class mail at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at his, her or its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. Notes in denominations larger than $2,000 may be redeemed in part but only in whole multiples of $1,000. On or after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

9. Denominations; Transfer; Exchange

The Notes are in registered form in denominations of $2,000 and any integral multiple of $1,000 in excess thereof. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Notes selected for redemption (except, in the case of a Note to be redeemed in part, the portion of the Note not to be redeemed) or to transfer or exchange any Notes (i) for a period of 15 days prior to a selection of Notes to be redeemed or (ii) tendered and not withdrawn in connection with a Change of Control Offer or an Asset Sale Offer. Transfer may be restricted as provided in the Indenture.

10. Persons Deemed Owners

The registered Holder of this Note shall be treated as its owner for all purposes.

11. Unclaimed Money

Subject to any applicable escheat or other abandoned property law, the Trustee or Paying Agent shall pay to the Issuer upon written request any money held by them for the payment of principal of, premium (if any), interest (if any) on, any Note that remains unclaimed for two years after such amounts have become due and payable, and, thereafter, Holders entitled to the money must look to the Issuer for payment as a general creditor, and the Trustee and each Paying Agent shall have no further liability with respect to such monies.

12. Discharge and Defeasance

Subject to certain conditions, the Issuer at any time may terminate some of or all its obligations under the Notes and the Indenture if, among other things, the Issuer deposits with the

Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, or premium (if any), interest (if any) on, the outstanding Notes.

13. Amendment, Supplement and Waiver

(a) Subject to certain exceptions, the Indenture, the Notes or the Note Guarantees may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any provision of the Indenture, the Notes or the Note Guarantees may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes).

(b) Without the consent of any Holder of a Note, the Indenture, the Notes or the Note Guarantees may be amended or supplemented to cure any ambiguity, omission, mistake, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Issuer's or any Guarantor's obligations to Holders of Notes in the case of a merger or consolidation or sale of all or substantially all of the Issuer's or such Guarantor's assets, to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, to comply with Section 4.11 of the Indenture, to conform the text of the Indenture, the Notes or the Note Guarantees to any provision of the section of the Issuer's Offering Memorandum dated December 8, 2016, entitled "Description of Notes" to the extent that such provision in the "Description of Notes" was intended to be a verbatim recitation of a provision of the Indenture, the Notes or the Note Guarantees, to evidence and provide for the acceptance of appointment by a successor Trustee (*provided* that the successor Trustee is otherwise qualified and eligible to act as such under the Indenture), to provide for the issuance of Additional Notes in accordance with the Indenture, or to grant any Lien for the benefit of the Holders of the Notes.

14. Defaults and Remedies

In the case of an Event of Default arising from events of bankruptcy or insolvency specified in Section 6.01(f) or Section 6.01(g) of the Indenture with respect to the Issuer, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee notifies the Issuer or the Holders of at least 30% in principal amount of the then-outstanding Notes may declare all the Notes to be due and payable immediately by notice in writing to the Issuer specifying the Event of Default; *provided*, *however*,

that a Default under Section 6.01(d) of the Indenture shall not constitute an Event of Default until the Trustee notifies the Issuer or the Holders of at least 30% in principal amount of the outstanding Notes notify the Issuer and the Trustee of the Default and the Issuer does not cure such Default within the time specified in Section 6.01(d) after receipt of such notice. Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then-outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest or premium, if any) if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes. Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default in the payment of interest, if any, on, premium, if any, on, or the principal of, the Notes; *provided*, *however*, that the Holders of a majority in principal amount of the then outstanding Notes may rescind an acceleration and its consequences, except a Default or Event of Default in the payment of the principal of, or premium (if any), interest (if any) on, a Note.

15. Trustee Dealings with the Issuer

The Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and may become a creditor of, or otherwise deal with, the Issuer or its Affiliates with the same rights it would have if it were not Trustee.

16. No Recourse Against Others

No director, officer, employee, manager, incorporator or holder of any Equity Interests in the Issuer or of any Guarantor or any direct or indirect parent corporation, as such, shall have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Indenture or the Note Guarantees for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release under are part of the consideration for issuance of the Notes and the Note Guarantees.

17. Authentication

This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

18. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

19. GOVERNING LAW

THIS SECURITY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK , WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES WHICH WOULD HAVE THE EFFECT OF APPLYING THE LAWS OF ANY OTHER JURISDICTION.

20. CUSIP Numbers; ISINs

The Issuer has caused CUSIP numbers and ISINs to be printed on the Notes and has directed the Trustee to use CUSIP numbers and ISINs in notices of redemption as a convenience to the Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

21. Guarantee

The Issuer’s obligations under the Notes are fully and unconditionally guaranteed, jointly and severally, by the Guarantors.

22. Copies of Documents

The Issuer will furnish to any Holder of Notes upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Note.

**Assignment Form**

To assign this Note, fill in the form below:
(I) or (we) assign and transfer this Note to: __

(INSERT ASSIGNEE'S LEGAL NAME)

__

(Insert assignee's soc. sec. or tax I.D. no.)

__

__

__

(Insert assignee's name address and zip code)

and irrevocably appoint __
as agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him or her.
Date: __
Your Signature: __

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: __
* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

[***To be inserted for Rule 144A Global Note***]

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

| Date of Exchange | Amount of Decrease in Principal Amount at Maturity of this Global Note | Amount of Increase in Principal Amount at Maturity of this Global Note | Principal Amount of this Global Note Following such decrease (or increase) | Signature of Authorized Officer of Trustee or Notes Custodian |
|---|---|---|---|---|

[***To be inserted for Regulation S Global Note***]
SCHEDULE OF EXCHANGES OF INTERESTS IN THE REGULATION S GLOBAL NOTE

The following exchanges of a part of this Regulation S Global Note for an interest in another Global Note or of other Restricted Global Notes for an interest in this Regulation S Global Note, have been made:

| Date of Exchange | Amount of Decrease in Principal Amount at Maturity of this Global Note | Amount of Increase in Principal Amount at Maturity of this Global Note | Principal Amount of this Global Note Following such decrease (or increase) | Signature of Authorized Officer of Trustee or Notes Custodian |
|---|---|---|---|---|

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 4.06 (Asset Sale) or Section 4.08 (Change of Control) of the Indenture, check the box:

Asset Sale Change of Control

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 4.06 (Asset Sale) or Section 4.08 (Change of Control) of the Indenture, state the amount ($2,000 or an integral multiple of $1,000 in excess of $2,000):

$______________

Date: ______ Your Signature: __________

(Sign exactly as your name appears on the face of this Note

Tax Identification No.: __

Signature Guarantee*: __

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS

**SUPPLEMENTAL INDENTURE**, dated as of _____________, among __________________ (the "***Guaranteeing Subsidiary***"), a subsidiary of ACCO Brands Corporation., a Delaware corporation (or its permitted successor) (the "***Issuer***"), the Issuer, and Wells Fargo Bank, National Association (or its permitted successor), a nationally chartered banking association, as trustee under the Indenture referred to below (the "***Trustee***").

**W I T N E S S E T H**

**WHEREAS,** the Issuer and the other Guarantors party thereto have heretofore executed and delivered to the Trustee an indenture (as supplemented and amended, the "***Indenture***"), dated as of December 22, 2016 providing for the issuance of the Issuer's 5.25% senior notes due 2024 (the "***Notes***");

**WHEREAS,** Section 4.11 of the Indenture provides that under certain circumstances the Issuer is required to cause the Guaranteeing Subsidiary to execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall, subject to ARTICLE Eleven of the Indenture, jointly and severally with all of the other Guarantors, fully and unconditionally guarantee all the Issuer's obligations under the Notes pursuant to a Note Guarantee on the terms and conditions set forth herein (the "***Note Guarantee***"); and

**WHEREAS,** pursuant to Section 9.01 of the Indenture, the Trustee, the Issuer and the existing Guarantors are authorized to execute and deliver this Supplemental Indenture;

**NOW THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary, the Issuer, and the Trustee mutually covenant and agree as follows for the benefit of each other and the equal and ratable benefit of the Holders of the Notes:

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee.

   (a) Subject to ARTICLE Eleven of the Indenture, the Guaranteeing Subsidiary, jointly and severally with all other Guarantors, fully and unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:

(i) the principal of, premium (if any), interest (if any) on, the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of, premium (if any), interest (if any) on, the Notes, if lawful (subject in all cases to any applicable grace period provided herein), and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full, all in accordance with the terms hereof and thereof, and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, the same will be promptly paid in full when due in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. The Guaranteeing Subsidiary agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guaranteeing Subsidiary hereby agrees that, to the maximum extent permitted under applicable law, its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.

(c) The Guaranteeing Subsidiary, subject to Section 6.06 of the Indenture, hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever and covenants that this Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture.

(d) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to the Issuer or any Guarantor, any amount paid by any of them to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(e) The Guaranteeing Subsidiary agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(f) The Guaranteeing Subsidiary agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (i) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article Six of the Indenture for the purposes of the Note Guarantee of such Guaranteeing Subsidiary, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such obligations as provided in Article Six of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of the Note Guarantee.

(g) The Guaranteeing Subsidiary shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

(h) The Guaranteeing Subsidiary confirms, pursuant to Section 11.02 of the Indenture, that it is the intention of such Guaranteeing Subsidiary that the Note Guarantee not constitute (i) a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to the Note Guarantee or (ii) an unlawful distribution under any applicable state law prohibiting shareholder distributions by an insolvent subsidiary to the extent applicable to the Note Guarantee. To effectuate the foregoing intention, the Guaranteeing Subsidiary and the Trustee hereby irrevocably agree that the obligations of the Guaranteeing Subsidiary will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guaranteeing Subsidiary that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under ARTICLE Eleven of the Indenture, result in the obligations of the Guaranteeing Subsidiary under the Note Guarantee not constituting a fraudulent transfer or conveyance or such an unlawful shareholder distribution.

3. Notices. All notices or other communications to the Guaranteeing Subsidiary shall be given as provided in Section 12.02 of the Indenture.

4. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

5. **GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF**

**THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES WHICH WOULD HAVE THE EFFECT OF APPLYING THE LAWS OF ANY OTHER JURISDICTION.**

6. Trustee Makes No Representation. The Trustee makes no representation as to and shall not be responsible for the validity or sufficiency of this Supplemental Indenture or the Note Guarantees. All of the provisions contained in the Indenture in respect of the rights, privileges, immunities, powers, and duties of the Trustee shall be applicable in respect of this Supplemental Indenture as fully and with like force and effect as though fully set forth in full herein.

7. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

8. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction thereof.

9. Execution and Delivery. The Guaranteeing Subsidiary agrees that the Note Guarantee shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of the Note Guarantee.

10. No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Guaranteeing Subsidiary under the Notes, the Indenture, this Supplemental Indenture, the Note Guarantees, or any document related to any of the foregoing or for any claim based on, in respect of, or by reason of, such obligations or their creation. The waiver and release under this Section 10 are part of the consideration for the Note Guarantees.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

[NEW GUARANTOR]

By:
Name:
Title:

ACCO BRANDS CORPORATION

By:
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By:
Name:
Title:

**FORM OF NOTATION OF GUARANTEE**

For value received, each Guarantor (which term includes any successor Person under the Indenture) has, jointly and severally, unconditionally guaranteed, to the extent set forth in and subject to the provisions in the Indenture, dated as of December 22, 2016 (the "***Indenture***"), among ACCO Brands Corporation., a Delaware corporation (the "***Issuer***"), the Guarantors and Wells Fargo Bank, National Association, a nationally chartered banking association, as trustee (the "***Trustee***"), (a) the full and punctual payment when due, whether at Stated Maturity, by acceleration, by redemption or otherwise, of all obligations of the Issuer under the Indenture (including obligations to the Trustee) and the Notes, whether for payment of principal of, or premium (if any), interest (if any) on, the Notes and all other monetary obligations of the Issuer under the Indenture (including interest on the overdue principal of, premium (if any), interest (if any) on, the Notes, if lawful (subject in all cases to any applicable grace period provided in the Indenture)) and the Notes and (b) the full and punctual performance within applicable grace periods of all other obligations of the Issuer whether for fees, expenses, indemnification or otherwise under this Indenture and the Notes (all the foregoing being hereinafter collectively called the "***Guaranteed Obligations***"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from each such Guarantor, and that each such Guarantor shall remain bound under ARTICLE Eleven of the Indenture notwithstanding any extension or renewal of any Guaranteed Obligation. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Note Guarantee and the Indenture are expressly set forth in ARTICLE Eleven of the Indenture and reference is hereby made to the Indenture for the precise terms of the Note Guarantee. Each Holder of a Note, by accepting the same, (a) agrees to and shall be bound by such provisions and (b) appoints the Trustee attorney-in-fact of such Holder for such purpose.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS HEREOF,** each Guarantor has caused this Notation of Guarantee to be signed manually or by facsimile by its duly authorized officer.

**[NAME OF GUARANTOR]**

**FORM OF CERTIFICATE OF TRANSFER**

ACCO Brands Corporation
Kemper Lakes Business Center, Building 4
Four Corporate Drive
Long Grove, Illinois 60047

Wells Fargo Corporate Trust-DAPS Reorg
600 Fourth Street South, 7th Floor
MAC N9300-070
Minneapolis, MN 55479
Phone: 1-800-344-5128
Fax: 1-866-969-1290
Email: dapsreorg@wellsfargo.com

Re: 5.25% Senior Notes due 2024

Reference is hereby made to the Indenture, dated as of December 22, 2016 (the "***Indenture***"), among ACCO Brands Corporation, a Delaware corporation (the "***Issuer***"), the Guarantors and Wells Fargo Bank, National Association, a nationally chartered banking association, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

___________________ (the "***Transferor***") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of $___________ in such Note[s] or interests (the "***Transfer***"), to ___________________________ (the "***Transferee***"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1 . Check if Transferee will take delivery of a beneficial interest in the 144A Global Note or a Restricted Definitive Note pursuant to Rule 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A under the Securities Act of 1933, as amended (the "***Securities Act***"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Restricted Notes Legend printed on the 144A Global Note and/or the Restricted Definitive Note and in the Indenture and the Securities Act.

2 . Check if Transferee will take delivery of a beneficial interest in a Regulation S Global Note or a **Restricted** Definitive Note pursuant to Regulation S. The Transfer is being effected

pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a Person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Regulation S Legend printed on the Regulation S Global Note and/or the Restricted Definitive Note and in the Indenture and the Securities Act.

3. **Check if** Transferee will take delivery of a Restricted Definitive Note pursuant to any provision of the Securities Act other than Rule 144A or Regulation S. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one)

(a) such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act; or

(b) such to the Issuer or a Subsidiary thereof.

4. Transferee will take delivery of a beneficial interest in an Unrestricted Global Note or of an Unrestricted Definitive Note.

(a) Check if Transfer is pursuant to Rule 144. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Restricted Notes Legend or the Regulation S Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Restricted Notes Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(b) Check if Transfer is Pursuant to Regulation S. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and, in the case of a transfer from a Restricted Global Note or a Restricted Definitive Note, the Transferor hereby further certifies that (a) the Transfer is not being

made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (b) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (c) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (d) the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person, and (ii) the restrictions on transfer contained in the Indenture, the Restricted Notes Legend or the Regulation S Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Regulation S Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(c) Check if Transfer is Pursuant to Other Exemption. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Restricted Notes or Regulation S Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will not be subject to the restrictions on transfer enumerated in the Restricted Notes Legend or Regulation S Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

☐ 5. Check if Transferee will take delivery of a Restricted Global Note as registered Holder thereof. Such Transfer is being effected pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144, Rule 903 or Rule 904, and the Transferor hereby further certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act and the Transfer complies with the transfer restrictions applicable to a Restricted Definitive Notes and the requirements of the exemption claimed. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred Restricted Global Note will be subject to the restrictions on transfer enumerated in the Restricted Notes Legend or Regulation S Legend printed on the Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

Dated: __

[Insert Name of Transferor]

By:
Name:
Title:

**ANNEX A TO CERTIFICATE OF TRANSFER**

1. The Transferor owns and proposes to transfer the following:

**[CHECK ONE OF (a) OR (b)]**

(a) a beneficial interest in the:

(i) 144A Global Note (CUSIP: 00081T AJ7) or

(ii) Regulation S Global Note (CUSIP: U00445 AD5); or

(b) a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

**[CHECK ONE]**

(a) a beneficial interest in the:

(i) 144A Global Note (CUSIP: 00081T AJ7) or

(ii) Regulation S Global Note (CUSIP: U00445 AD5); or

(iii) Unrestricted Global Note (CUSIP: ); or

(b) a Restricted Definitive Note; or

(c) an Unrestricted Definitive Note; or

(d) a Restricted Global Note as registered Holder hereof;

in accordance with the terms of the Indenture.

**FORM OF CERTIFICATE OF EXCHANGE**

ACCO Brands Corporation.
Kemper Lakes Business Center, Building 4
Four Corporate Drive
Long Grove, Illinois 60047

Wells Fargo Corporate Trust-DAPS Reorg
600 Fourth Street South, 7th Floor
MAC N9300-070
Minneapolis, MN 55479
Phone: 1-800-344-5128
Fax: 1-866-969-1290
Email: dapsreorg@wellsfargo.com

Re: 5.25% Senior Notes due 2024

Reference is hereby made to the Indenture, dated as of December 22, 2016 (the "***Indenture***"), among ACCO Brands Corporation, a Delaware corporation (the "***Issuer***"), the Guarantors and Wells Fargo Bank, National Association, a nationally chartered banking association, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

___________________ (the "***Owner***") owns and proposes to exchange the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of $___________ in such Note[s] or interests (the "***Exchange***"). In connection with the Exchange, the Owner hereby certifies that:

**[CHECK ALL THAT APPLY]**

1. **<u>Exchange of Restricted Definitive Notes or Beneficial Interests in a Restricted Global Note for Unrestricted Definitive Notes or Beneficial Interests in an Unrestricted Global Note</u>**

(a) ¨ **Check if Exchange is from beneficial interest in a Restricted Global Note to beneficial interest in an Unrestricted Global Note.** In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Restricted Notes Legend or the Regulation S Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(b) ¨ **Check if Exchange is from beneficial interest in a Restricted Global Note to Unrestricted Definitive Note.** In connection with the Exchange of the Owner's beneficial interest in a Restricted

Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is being acquired for the Owner's own account without transfer,

(ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Restricted Notes Legend or the Regulation S Legend are not required in order to maintain compliance with the Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(c) ¨ **Check if Exchange is from Restricted Definitive Note to beneficial interest in an Unrestricted Global Note**. In connection with the Owner's Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Restricted Notes Legend or the Regulation S Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(d) ¨ **Check if Exchange is from Restricted Definitive Note to Unrestricted Definitive Note**. In connection with the Owner's Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Restricted Notes Legend or Regulation S Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. **Exchange of Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes for Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes**

(a) ¨ **Check if Exchange is from beneficial interest in a Restricted Global Note to Restricted Definitive Note.** In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the Restricted Notes Legend or Regulation S Legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

(b) ¨ **Check if Exchange is from Restricted Definitive Note to beneficial interest in a Restricted Global Note.** In connection with the Exchange of the Owner's Restricted Definitive Note for a beneficial interest in the [CHECK ONE] ¨ 144A Global Note, ¨ Regulation S Global Note with an

equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States.

Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Restricted Notes Legend or the Regulation S Legend, as applicable, printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

Dated: __

[Insert Name of Owner]

By:
Name:
Title:

**Exhibit 10.10**

# AMENDMENT TO
# THIRD AMENDMENT
# TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This **AMENDMENT TO THIRD AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT** (this "**Amendment**") is dated as of January 27, 2017 and is entered into by and among ACCO Brands Corporation, a Delaware corporation ("**Holdings**"), ACCO Brands Australia Holding Pty. (the "**Australian Borrower**"), Bank of America, N.A., as administrative agent (in such capacity, the "**Administrative Agent**") and each of the Lenders (as defined in the Second Amended and Restated Credit Agreement) party to the Third Amendment, and the Guarantors listed on the signature pages hereto, and is made with reference to that certain Third Amendment (the "**Third Amendment**") to Second Amended and Restated Credit Agreement (the "**Second Amended and Restated Credit Agreement**"), dated as of October 21, 2016, by and among the parties thereto. Unless otherwise stated, capitalized terms used herein without definition shall have the same meanings herein as set forth in the Third Amendment or the Third Amended and Restated Credit Agreement (as defined in the Third Amendment).

## RECITALS

**WHEREAS**, pursuant to and in accordance with the Third Amendment, the Lenders and the other parties thereto have agreed to amend and restate the Second Amended and Restated Credit Agreement in its entirety to, among other things, (i) repay, in full, the US Dollar tranche of Term A Loans, (ii) repay, in part, and otherwise continue, the Australian Dollar tranche of Australian Dollar Term A Loans in an aggregate principal amount of AUD $80,000,000, (iii) establish a new Euro tranche of Euro Term A Loans in an aggregate principal amount of €300,000,000 and (iv) increase the aggregate commitments under the Revolving Credit Facility by $100,000,000 such that, after giving effect to such increase on the Third Restatement Date, there exist $400,000,000 in aggregate amount of Revolving Credit Commitments under the Revolving Credit Facility;

**WHEREAS**, the parties hereto desire to describe with greater specificity the relative timing of initial extensions of credit under the Third Amended and Restated Credit Agreement and the consummation of the Acquisition, on the terms and subject to the conditions set forth in this Amendment; and

**WHEREAS**, the Administrative Agent, the L/C Issuer, the Swingline Lender, the Lenders party to the Third Amendment and the Loan Parties are willing, on the terms and subject to the conditions set forth herein, to consent to the Amendment.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

## SECTION I. AMENDMENT TO THIRD AMENDMENT

(a) Section 4.2(h) of the Third Amendment shall be amended by adding the following proviso at the end thereof: "; provided that the Acquisition shall be consummated within five (5) Business Days after such Credit Extensions."

(b) In the first clause of Section 4.2(j) of the Third Amendment, the text "The Acquisition shall be consummated substantially concurrently with" shall be replaced with the following: "The Acquisition shall be consummated within five (5) Business Days after".

**SECTION II. REPAYMENT**

(a) In the event the Acquisition is not consummated within five (5) Business Days after the date of the making of the initial extensions of credit under the Third Amended and Restated Credit Agreement, the Borrower shall be required to immediately prepay in full the entire outstanding principal amount of the Euro Term A Loans (together with accrued interest to the date of prepayment), which prepayment shall be applied in accordance with Sections 2.05(b)(vi) and (vii).

**SECTION III. CONDITIONS TO EFFECTIVENESS**

This Amendment shall become effective as of the date hereof (the "**Effective Date**"), this Amendment having been duly executed by Holdings, each Loan Party, the Administrative Agent, the Lenders party to the Third Amendment, the L/C Issuer and the Swingline Lender and, in each case, duly executed counterparts thereof shall have been delivered to the Administrative Agent.

**SECTION IV. REPRESENTATIONS AND WARRANTIES**

In order to induce the Administrative Agent, the L/C Issuer, the Swing Line Lender and each Lender party hereto to enter into this Amendment and to amend and restate the Second Amended and Restated Credit Agreement in the manner provided herein, each Loan Party, in each case other than with respect to those Subsidiaries of Holdings listed on Schedule 6.11 to the Third Amended and Restated Credit Agreement, represents and warrants on and as of the Effective Date to each of the Administrative Agent, the L/C Issuer, the Swing Line Lender and each Lender party hereto as follows:

**4.1** **Existence, Qualification and Power.** Each Loan Party (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization and (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to execute, deliver and perform its obligations under, this Amendment and the other Loan Documents, as applicable.

**4.2** **Authorization; No Contravention.** The execution, delivery and performance by each Loan Party of this Amendment has been duly authorized by all necessary corporate or other organizational action, and does not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any Material Contract to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law.

**4.3** **Governmental Authorization; Other Consents.** No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required, except as have been obtained or made and are in full force and effect, in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Amendment or any other Loan Document to which such Loan Party is a party.

**4.4** **Binding Effect.** This Amendment has been duly executed and delivered by each of the Loan Parties party thereto. This Amendment constitutes a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization,

moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

**4.5** **Incorporation of Representations and Warranties from Credit Agreement.** The representations and warranties contained in Article 5 of the Second Amended and Restated Credit Agreement are and will be true and correct in all material respects on and as of the Effective Date to the same extent as though made on and as of each such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date; *provided* that any such representations and warranties that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects.

**4.6** **Absence of Default.** No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Amendment that would constitute an Event of Default or a Default.

**SECTION V. MISCELLANEOUS**

**5.1** **Reference to and Effect on the Credit Agreement and the Other Loan Documents.**

(i) Except as specifically amended by this Amendment, the Third Amendment and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(ii) The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of any Agent or Lender under, the Third Amendment or any of the other Loan Documents.

**5.2** **Headings.** Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Amendment or any other Loan Document.

**5.3** **Loan Document.** This Amendment shall constitute a "Loan Document" under the terms of the Second Amended and Restated Credit Agreement and, upon the Third Restatement Date, the Third Amended and Restated Credit Agreement.

**5.4** **Applicable Law; Miscellaneous. THIS AMENDMENT AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE IN ANY WAY HERETO OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.** The provisions of Section 11.14 and Section 11.15 of the Second Amended and Restated Credit Agreement and, upon the Third Restatement Date, the Third Amended and Restated Credit Agreement are incorporated by reference herein and made a part hereof.

**5.5** **Counterparts.** This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page

of this Amendment by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment.

**5.6** **No Novation**. Each of the parties hereto acknowledges and agrees that the terms of this Amendment do not constitute a novation but, rather, an amendment of the terms of the Third Amendment.

[*Remainder of this page intentionally left blank.*]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**HOLDINGS AND U.S. BORROWER:** **ACCO BRANDS CORPORATION**

By: /s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Executive Vice President and Chief Financial Officer

**AUSTRALIAN BORROWER:**

Executed by **ACCO BRANDS AUSTRALIA HOLDING PTY. LTD.** in accordance with Section 127 of the Corporations Act 2001

| | |
|---|---|
| /s/ Neal V. Fenwick | /s/ Pamela R. Schneider |
| Signature of director | Signature of director |
| Name: Neal V. Fenwick | Name: Pamela R. Schneider |

[Signature to Amendment]

**GUARANTORS: ACCO BRANDS CORPORATION**

By: /s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Executive Vice President and Chief Financial Officer

**ACCO BRANDS USA LLC**

By: /s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Executive Vice President and Chief Financial Officer

**GENERAL BINDING LLC**

By: /s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President

**ACCO BRANDS INTERNATIONAL, INC.**

By: /s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President

**ACCO EUROPE FINANCE HOLDINGS, LLC**

By: /s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President

**ACCO EUROPE INTERNATIONAL HOLDINGS, LLC**

By: /s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President

**GBC INTERNATIONAL, INC.**

By: /s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President and Treasurer

**ACCO INTERNATIONAL HOLDINGS, INC.**

By: /s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Vice President

**NESCHEN GBC GRAPHIC FILMS, LLC**

By: /s/ Neal V. Fenwick
Name: Neal V. Fenwick
Title: Supervisory Director

**ACCO BRANDS AUSTRALIA HOLDING PTY. LTD.**

/s/ Neal V. Fenwick

Signature of director

Name: Neal V. Fenwick

/s/ Pamela R. Schneider

Signature of director

Name: Pamela R. Schneider

:

**ACCO AUSTRALIA PTY. LTD.**

/s/ Neal V. Fenwick

Signature of director

Name: Neal V. Fenwick

/s/ Pamela R. Schneider

Signature of director

Name: Pamela R. Schneider

**BANK OF AMERICA, N.A.,**
as Administrative Agent, Lender, Swing Line Lender and L/C Issuer

By: /s/ Jonathan M. Phillips
Authorized Signatory

**BARCLAYS BANK PLC**
as a Lender

By: /s/ Christopher Aitkin
Name: Christopher Aitkin
Title: Assistant Vice President

**Bank of Montreal**
as a Lender

By: /s/ Katherine K. Robinson
Name: Katherine Robinson
Title: Director

**BMO Harris Bank, N.A.**
as a Lender

By: /s/ Katherine K. Robinson
Name: Katherine Robinson
Title: Director

**COMPASS BANK**
as a Lender

By: /s/ Kevin Wisel
Authorized Signatory

**Keybank National Association**
as a Lender

By: /s/ Marianne T. Meil
Name: Marianne T. Meil
Title: Senior Vice President

**THE NORTHERN TRUST COMPANY**
as a Lender

By: /s/ John Lascody
Authorized Signatory

**PNC Bank, National Association**
as a Lender

By: /s/ Kristin Lenda
Name: Kristin Lenda
Title: Managing Director

**The Private Bank and Trust Company**
as a Lender

By: /s/ Adam Ruchim
Authorized Signatory

**Wells Fargo Bank, National Association**
as a Lender

By: /s/ Mark Holm
Name: Mark Holm
Title: Managing Director

---

**THIRD AMENDED AND RESTATED CREDIT AGREEMENT**

**DATED AS OF JANUARY 27, 2017**

**AMONG**

**ACCO BRANDS CORPORATION**
**and**
**CERTAIN SUBSIDIARIES FROM TIME TO TIME PARTY HERETO,**
**as Borrowers**

**VARIOUS LENDERS,**

**MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,**
**WELLS FARGO BANK, NATIONAL ASSOCIATION,**
**BARCLAYS BANK PLC,**
**COMPASS BANK,**
**BMO CAPITAL MARKETS CORP.,**

**and**

**PNC BANK, NATIONAL ASSOCIATION**
**as Joint Lead Arrangers and Joint Bookrunners**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**
**as Syndication Agent**

**BARCLAYS BANK PLC,**
**COMPASS BANK,**
**and**
**BANK OF MONTREAL,**
**as Co-Documentation Agents**

**PNC BANK, NATIONAL ASSOCIATION,**
**and**
**KEYBANK NATIONAL ASSOCIATION**
**as Senior Managing Agents**

**AND**
**BANK OF AMERICA, N.A.,**
**as Administrative Agent**

---

**$400,000,000 MULTICURRENCY REVOLVING CREDIT FACILITY**
**€300,000,000 EUR TERM LOAN A FACILITY**
**$80,000,000 AUD TERM LOAN A FACILITY**

___________________________________________

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## THIRD AMENDED AND RESTATED CREDIT AGREEMENT

This THIRD AMENDED AND RESTATED CREDIT AGREEMENT is entered into as of January 27, 2017, among ACCO BRANDS CORPORATION, a Delaware corporation ("**Holdings**"), each Domestic Subsidiary of Holdings that becomes a party hereto pursuant to Section 1.09 by execution of a joinder hereto and is designated therein as a "U.S. Borrower" (together with Holdings, collectively, the "**U.S. Borrowers**"), ACCO Brands Australia Holding Pty. (the "**Australian Borrower**"), each Foreign Subsidiary of Holdings that becomes a party hereto pursuant to Section 1.09 by execution of a joinder hereto and is designated therein as a "Foreign Borrower" (together with the Australian Borrower, collectively, the "**Foreign Borrowers**"; and the Foreign Borrowers together with the U.S. Borrowers, the "**Borrowers**"), each lender from time to time party hereto (collectively, the "**Lenders**" and individually, a "**Lender**"), and BANK OF AMERICA, N.A., as administrative agent (capitalized terms used but not defined in this preamble having the meaning given such terms in Article 1 below).

### WITNESSETH

**WHEREAS**, Holdings entered into that certain Credit Agreement, dated as of March 26, 2012, among Holdings, certain Subsidiaries of Holdings party thereto from time to time, each lender from time to time party thereto, Barclays Bank PLC, as original administrative agent, and Bank of Montreal, as original multicurrency administrative agent (as amended by the First Amendment to Credit Agreement, dated December 10, 2012, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the Restatement Date (as defined below), the "**Original Credit Agreement**");

**WHEREAS**, pursuant to the Original Credit Agreement, the Lenders (as defined in the Original Credit Agreement) extended credit in the form of (a) Term Loans (as defined in the Original Credit Agreement) on the Original Closing Date and the SpinCo Closing Date, as applicable, in an aggregate principal amount equal to $770,000,000 (or U.S. Dollar Equivalent thereof) and (b) Revolving Credit Loans (as defined in the Original Credit Agreement) at any time and from time to time prior to the applicable Maturity Date (as defined in the Original Credit Agreement) in an aggregate principal amount at any time outstanding not in excess of $250,000,000 (or U.S. Dollar Equivalent thereof);

**WHEREAS**, the Required Lenders (as defined in the Original Credit Agreement) and other parties to the Second Amendment to Credit Agreement agreed to amend and restate the Original Credit Agreement in its entirety to read as set forth in the Amended and Restated Credit Agreement dated as of May 13, 2013, among Holdings, certain Subsidiaries of Holdings from party thereto from time to time, each lender from time to time party thereto, Barclays Bank PLC, as original administrative agent, Bank of Montreal, as original multicurrency administrative agent, Bank of America, N.A., as successor administrative agent (as amended by the First Amendment to Amended and Restated Credit Agreement, dated July 19, 2013, as further amended by that Second Amendment to Credit Agreement, dated as of June 26, 2014, and as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Amended and Restated Credit Agreement**") to, among other things, (a) exchange and/or replace the existing U.S. Dollar Term A Loans (as defined in the Original Credit Agreement) with the Term A Loans, (b) prepay in full the

Canadian Dollar Term A Loans (as defined in the Original Credit Agreement) to the extent not already paid, (c) prepay in full the existing Term B Loans (as defined in the Original Credit Agreement) and (d) replace the existing Revolving Credit Facilities (as defined in the Original Credit Agreement) with the Revolving Credit Facility and, in connection therewith, (1) the grants of security interests and Liens under and pursuant to the Loan Documents continued unaltered to secure, guarantee, support and otherwise benefit the Obligations of Holdings and the other Loan Parties under the Original Credit Agreement and each other Loan Document and each of the foregoing continued in full force and effect in accordance with its terms except as expressly amended thereby or by the Second Amendment, and the parties thereto ratified and confirmed the terms thereof as being in full force and effect and unaltered by the Second Amendment and (2) it was agreed and understood that the Amended and Restated Credit Agreement did not constitute a novation, satisfaction, payment or reborrowing of any Obligation under the Original Credit Agreement or any other Loan Document except as expressly modified by the Amended and Restated Credit Agreement, nor did it operate as a waiver of any right, power or remedy of any Lender under any Loan Document; and

**WHEREAS**, the Required Lenders (as defined in the Amended and Restated Credit Agreement) and other parties to the Third Amendment to Amended and Restated Credit Agreement agreed to amend and restate the Amended and Restated Credit Agreement in its entirety to read as set forth in the Second Amended and Restated Credit Agreement dated as of April 28, 2015, among Holdings, certain Subsidiaries of Holdings from time to time party thereto, each lender from time to time party thereto and Bank of America, N.A., as administrative agent (as amended by the First Amendment to Second Amended and Restated Credit Agreement, dated July 7, 2015, as further amended by that Second Amendment and Additional Borrower Consent, dated as of May 1, 2016, and as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Second Amended and Restated Credit Agreement**") and to, among other things, (a) continue the existing Term A Loans (as defined in the Second Amended and Restated Credit Agreement), (b) make additional Term A Loans, (c) continue the Revolving Credit Facility (as defined below) and (d) make available additional Revolving Credit Commitments, and it was agreed by such parties that the "Obligations" under (and as defined in) the Amended and Restated Credit Agreement (including indemnification obligations) shall be governed by and deemed to be outstanding under the Second Amended and Restated Credit Agreement with the intent that the terms of the Second Amended and Restated Credit Agreement shall supersede the terms of the Amended and Restated Credit Agreement (which shall thereafter have no further effect upon the parties thereto other than with respect to any action, event, representation, warranty or covenant occurring, made or applying prior to the Second Restatement Effective Date), and all references to the Original Credit Agreement or the Amended and Restated Credit Agreement in any Loan Document or other document or instrument delivered in connection therewith shall be deemed to refer to this Agreement and the provisions hereof; *provided* that (1) the grants of security interests and Liens under and pursuant to the Loan Documents continued unaltered to secure, guarantee, support and otherwise benefit the Obligations of the Borrower and the other Loan Parties under the Original Credit Agreement, the Amended and Restated Credit Agreement and the Second Amended and Restated Credit Agreement and each other Loan Document and each of the foregoing continued in full force and effect in accordance with its terms except as expressly amended thereby or by the Third Amendment to Amended and Restated Credit Agreement, and the parties thereto ratified and

confirmed the terms thereof as being in full force and effect and unaltered by the Third Amendment to Amended and Restated Credit Agreement and (2) it is agreed and understood that the Second Amended and Restated Credit Agreement did not constitute a novation, satisfaction, payment or reborrowing of any Obligation under the Original Credit Agreement, the Amended and Restated Credit Agreement or any other Loan Document except as expressly modified by the Second Amended and Restated Credit Agreement, nor did it operate as a waiver of any right, power or remedy of any Lender under any Loan Document.

**WHEREAS**, the Required Lenders (as defined in the Second Amended and Restated Credit Agreement) and other parties to the Third Amendment have agreed to amend and restate the Second Amended and Restated Credit Agreement in its entirety to read as set forth in this Agreement and to, among other things, (a) reflect the repayment, in full, of the existing Term A Loans (as defined in the Second Amended and Restated Credit Agreement) on the Third Restatement Date, (b) continue the existing Australian Dollar Term A Loans (as defined below) as amended and restated by this Agreement, (c) establish a tranche of Euro-denominated Term A Loans in the form of the Euro Term A Loans, (d) continue the Revolving Credit Facility (as defined below) as amended and restated by this Agreement and (e) make available additional Revolving Credit Commitments, and it has been agreed by such parties that the "Obligations" under (and as defined in) the Second Amended and Restated Credit Agreement (including indemnification obligations) shall be governed by and deemed to be outstanding under this Agreement with the intent that the terms of this Agreement shall supersede the terms of the Second Amended and Restated Credit Agreement (which shall hereafter have no further effect upon the parties thereto other than with respect to any action, event, representation, warranty or covenant occurring, made or applying prior to the Third Restatement Date), and all references to the Original Credit Agreement, the Amended and Restated Credit Agreement or the Second Amended and Restated Credit Agreement in any Loan Document or other document or instrument delivered in connection therewith shall be deemed to refer to this Agreement and the provisions hereof; *provided* that (1) the grants of security interests and Liens under and pursuant to the Loan Documents shall continue unaltered to secure, guarantee, support and otherwise benefit the Obligations of the Borrower and the other Loan Parties under the Original Credit Agreement, the Amended and Restated Credit Agreement, the Second Amended and Restated Credit Agreement and this Agreement and each other Loan Document and each of the foregoing shall continue in full force and effect in accordance with its terms except as expressly amended thereby or hereby or by the Third Amendment, and the parties thereto hereby ratify and confirm the terms thereof as being in full force and effect and unaltered by this Agreement and (2) it is agreed and understood that this Agreement does not constitute a novation, satisfaction, payment or reborrowing of any Obligation under the Original Credit Agreement, the Amended and Restated Credit Agreement, the Second Amended and Restated Credit Agreement or any other Loan Document except as expressly modified by this Agreement, nor does it operate as a waiver of any right, power or remedy of any Lender under any Loan Document.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

## ARTICLE 1
DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 *Defined Terms*. As used in this Agreement, the following terms shall have the meanings set forth below:

"**Acquisition**" means the acquisition by Holdings, directly or indirectly through one or more of its wholly-owned Subsidiaries, of 100% of the Equity Interests of Esselte Group Holdings AB.

"**Acquisition Agreement**" means the Share Purchase Agreement, dated as of October 21, 2016, by and among Esselte Group Holdings (Luxembourg) S.A., as Vendor, ACCO Europe Limited, as Purchaser, and ACCO Brands Corporation, as Purchaser Guarantor.

"**Act**" has the meaning specified in Section 11.18.

"**Administrative Agent**" means Bank of America in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"**Administrative Agent's Office**" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify Holdings and the Lenders.

"**Administrative Questionnaire**" means an Administrative Questionnaire in substantially the form of Exhibit E-2 or any other form approved by the Administrative Agent.

"**Affiliate**" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"**Agent Parties**" has the meaning specified in Section 11.02(c).

"**Agents**" mean the Administrative Agent, the Syndication Agents, the Co-Documentation Agents and the Senior Managing Agents.

"**Aggregate Commitments**" means the Commitments of all the Lenders.

"**Agreed Security Principles**" means those principles set forth on Schedule 1.01B.

"**Agreement**" means this Third Amended and Restated Credit Agreement.

"**Agreement Currency**" has the meaning specified in Section 11.19.

"**All-in Yield**" means, as to any Indebtedness, the yield thereon as reasonably determined by the Administrative Agent taking into account the interest rate, margin, original issue discount, up-front fees and increases in Eurodollar Rate or Base Rate floor; *provided* that original issue discount and up-front fees shall be equated to interest rate assuming a 4-year life to maturity and *provided, further,* that "All-in Yield" shall not include arrangement, underwriting, structuring or similar fees paid to arrangers or fees that are not paid ratably to the lenders providing such Indebtedness.

"**Alternative Currency**" means (i) with respect to Revolving Credit Loans, Canadian Dollars, Euros, Pounds Sterling and Australian Dollars or any other lawful currency (other than U.S. Dollars) that is readily available and freely transferable and convertible into U.S. Dollars subject to the consents required pursuant to Section 1.08(a) and (ii) with respect to Letters of Credit, Hong Kong Dollars, Canadian Dollars, Euros,

Pounds Sterling and Australian Dollars or any other lawful currency (other than U.S. Dollars) that is readily available and freely transferable and convertible into U.S. Dollars subject to the consents required pursuant to Section 1.08(a).

"**Alternative Currency Sublimit**" means an amount equal to the lesser of the Revolving Credit Commitments and $300,000,000. The Alternative Currency Sublimit is part of, and not in addition to, the Revolving Credit Commitments.

"**Amended and Restated Credit Agreement**" has the meaning specified in the recitals to this Agreement.

"**Annual Financial Statements**" means the unqualified audited consolidated balance sheets of Holdings and its Subsidiaries and the consolidated statements of operations, Stockholders' Equity and cash flows of Holdings and its Subsidiaries for the three latest Fiscal Years ending more than ninety (90) days prior to the Third Restatement Date.

"**Applicable Indebtedness**" has the meaning provided in the definition of "Weighted Average Life to Maturity".

"**Applicable Percentage**" means (a) with respect to any Term A Lender at any time, the percentage (carried out to the ninth decimal place) of the aggregate principal amount of all Term A Loans then outstanding represented by the principal amount of such Term A Lender's Term A Loans at such time and (b) with respect to any Revolving Credit Lender at any time, the percentage (carried out to the ninth decimal place), the numerator of which is the Revolving Credit Commitment of such Revolving Credit Lender and the denominator of which is the aggregate amount of the Revolving Credit Commitments; *provided* that if the commitment of each Revolving Credit Lender to make Revolving Credit Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, or if the Revolving Credit Commitments have expired, then the Applicable Percentage of each Revolving Credit Lender in respect of the Revolving Credit Facility shall be determined based on the Applicable Percentage of such Revolving Credit Lender in respect of the Revolving Credit Facility most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender in respect of each Facility is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable. The Applicable Percentage of any Lender is subject to adjustment as provided in Section 2.16.

"**Applicable Rate**" means in respect of the Term A Facility and the Revolving Credit Facility, (i) from the Third Restatement Date to the date following the Third Restatement Date on which a Compliance Certificate is delivered pursuant to Section 6.02(a) in respect of the first full fiscal quarter ended after the Third Restatement Date, which Compliance Certificate shall give pro forma effect to the consummation of the Acquisition and the incurrence of Indebtedness under the Facilities, 2.00% *per annum* for Eurodollar Rate Loans, Australian BBSR Rate Loans, Canadian BA Rate Loans and Letter of Credit Fees (for financial Letters of Credit), 1.00% *per annum* for Base Rate Loans, 0.40% *per annum* for Letter of Credit Fees (for commercial Letters of Credit) and 1.00% *per annum* for Letter of Credit Fees (for performance Letters of Credit) and (ii) thereafter, the applicable percentage set forth below determined by reference to the Consolidated Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a):

| Pricing Level | Consolidated Leverage Ratio | Eurodollar Rate/ Australian BBSR Rate/Canadian BA Rate/ Letter of Credit Fees (financial) | Base Rate | Letter of Credit Fees (commercial) | Letter of Credit Fees (performance) |
|---|---|---|---|---|---|
| 1 | > 4.00 to 1.00 | 2.50% | 1.50% | 0.50% | 1.250% |
| 2 | ≤ 4.00 to 1.00 and > 3.50 to 1.00 | 2.25% | 1.25% | 0.45% | 1.125% |
| 3 | ≤ 3.50 to 1.00 and > 3.00 to 1.00 | 2.00% | 1.00% | 0.40% | 1.000% |
| 4 | ≤ 3.00 to 1.00 and > 2.00 to 1.00 | 1.50% | 0.50% | 0.30% | 0.750% |
| 5 | ≤ 2.00 to 1.00 | 1.25% | 0.25% | 0.25% | 0.625% |

Any increase or decrease in the Applicable Rate resulting from a change in the Consolidated Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(a); *provided, however,* that if a Compliance Certificate is not delivered when due in accordance with such Section, then Pricing Level 1 shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the date on which such Compliance Certificate is delivered (and thereafter the Pricing Level otherwise determined in accordance with this definition shall apply).

Notwithstanding anything to the contrary contained in this definition, the determination of the Applicable Rate for any period shall be subject to the provisions of Section 2.10(b).

"**Applicable Reserve Requirement**" means, at any time, for any Eurodollar Rate Loan, the maximum rate, expressed as a decimal, at which reserves (including any basic marginal, special, supplemental, emergency or other reserves) are required to be maintained with respect thereto against "Eurocurrency liabilities" (as such term is defined in Regulation D of the FRB) under regulations issued from time to time by the FRB or other applicable banking regulator. A Eurodollar Rate Loan shall be deemed to constitute Eurocurrency liabilities and as such shall be deemed subject to reserve requirements without benefits of credit for proration, exceptions or offsets that may be available from time to time to the applicable Lender. The rate of interest on Eurodollar Rate Loans shall be adjusted automatically on and as of the effective date of any change in the Applicable Reserve Requirement.

"**Applicable Revolving Credit Percentage**" means with respect to any Revolving Credit Lender at any time, such Revolving Credit Lender's Applicable Percentage in respect of the Revolving Credit Facility at such time.

"**Applicable Time**" means, with respect to any borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

"**Appraisal**" has the meaning provided in the definition of "Collateral and Guaranty Requirements".

"**Appropriate Lender**" means, at any time, (a) with respect to any of the Term A Facility, Revolving Credit Facility, or any Series of the Incremental Term Loan Facility, a Lender that has a Commitment with respect to such Facility or holds a Term A Loan, Revolving Credit Loan, or an Incremental Term A Loan, respectively, at such time, (b) with respect to the Letter of Credit Sublimit, (i) the L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.03(a), the Revolving Credit Lenders and (c) with respect to the Swing Line Sublimit, (i) the Swing Line Lender and (ii) if any Swing Line Loans are outstanding pursuant to Section 2.04(a), the Revolving Credit Lenders.

"**Approved Fund**" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"**Arrangers**" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Wells Fargo Bank, National Association, Barclays Bank PLC, Compass Bank, BMO Capital Markets Corp. and PNC BANK, National Association, in their capacity as joint lead arrangers and joint bookrunners.

"**Assignee Group**" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"**Assignment and Assumption**" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any Person whose consent is required by Section 11.06(b)), and accepted by the Administrative Agent, if applicable, in each case, in substantially the form of Exhibit E-1 or any other form approved by the Administrative Agent.

"**Attributable Indebtedness**" means, on any date, (a) in respect of any Capital Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capital Lease.

"**AUD Incremental Joinder Agreement**" means the Incremental Joinder Agreement, dated as of May 1, 2016, by and among Holdings, certain Subsidiaries of Holdings party thereto, the Australian Dollar Term A Lenders party thereto and the Administrative Agent.

"**Australian BBSR Rate**" means, with respect to each Interest Period for an Australian BBSR Rate Loan, the rate *per annum* equal to the Bank Bill Swap Reference Rate or the successor thereto as approved by the Administrative Agent ("**BBSY**") as published by Bloomberg (or such other page or commercially available source providing BBSY quotations as may be designated by the Administrative Agent from time to time) at or about 10:30 a.m. (Melbourne, Australia time) two (2) Business Days prior to the commencement of such Interest Period (or such other day as is generally treated as the rate fixing day by market practice in such interbank market, as determined by the Administrative Agent with a term equivalent to such Interest Period or if such Interest Period is not equal to a number of months, with a term equivalent to the number of months closest to such Interest Period); *provided* that if such rate is not available at such time for any reason, the Administrative Agent may substitute such rate with a reasonably acceptable alternative published interest rate that adequately reflects the all-in-cost of funds to the Administrative Agent for funding such Type of Credit Extension; and *further provided*, however, that at no time will the Australian BBSR Rate be deemed to be less than 0% per annum.

“**Australian BBSR Rate Loan**” means a Revolving Credit Loan made in Australian Dollars and bearing interest based on the Australian BBSR Rate.

“**Australian Borrower**” means ACCO Brands Australia Holding Pty. Ltd., a Foreign Subsidiary of Holdings formed under the laws of Australia.

“**Australian Dollar Term A Borrowers**” means, collectively, the Australian Borrower and each other Borrower that becomes a borrower under the Australian Dollar Term A Facility pursuant to Section 1.09.

“**Australian Dollar Term A Borrowing**” means a borrowing consisting of one or more simultaneous Australian Dollar Term A Loans of the same Type under the Australian Dollar Term A Facility.

“**Australian Dollar Term A Commitment**” means, as to each Australian Dollar Term A Lender, its obligation to make Australian Dollar Term A Loans to the Australian Dollar Term A Borrowers and pursuant to Section 2.01(a) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Australian Dollar Term A Lender’s name on Schedule 2.01 under the caption “Australian Dollar Term A Commitment” or opposite such caption in the Assignment and Assumption or Master Assignment pursuant to which such Australian Dollar Term A Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. As of the Third Restatement Date, the aggregate amount of the Australian Dollar Term A Commitments of the Australian Dollar Term A Lenders is AUD $80,000,000.

“**Australian Dollar Term A Facility**” means, at any time, (a) on or prior to the Third Restatement Date, the aggregate amount of the Australian Dollar Term A Commitments at such time together with the aggregate principal amount of the Australian Dollar Term A Loans of all Australian Dollar Term A Lenders outstanding at such time and (b) thereafter, the aggregate principal amount of the Australian Dollar Term A Loans of all Australian Dollar Term A Lenders outstanding at such time.

“**Australian Dollar Term A Installment Payment Date**” has the meaning specified in Section 2.07(a).

“**Australian Dollar Term A Lender**” means (a) at any time on or prior to the Third Restatement Date, any Lender that has an Australian Dollar Term A Commitment at such time together with any Lender that holds Australian Dollar Term A Loans at such time and (b) at any time after the Third Restatement Date, any Lender that holds Australian Dollar Term A Loans at such time.

“**Australian Dollar Term A Loan**” means any Loan made by any Australian Dollar Term A Lender under the Australian Dollar Term A Facility pursuant to Section 2.01(a). On the Third Restatement Date, after giving effect to the making of the Australian Dollar Term A Loans to be made on such date, the aggregate outstanding principal amount of Australian Dollar Term A Loans shall be AUD $80,000,000.

“**Australian Dollar Term A Note**” means a promissory note made by an Australian Dollar Term A Borrower, in favor of an Australian Dollar Term A Lender evidencing Australian Dollar Term A Loans made by such Australian Dollar Term A Lender, in substantially the form of Exhibit C-1.

“**Australian Dollars**” and “**AUD**” means the lawful currency of the Commonwealth of Australia.

“**Auto-Extension Letter of Credit**” has the meaning specified in Section 2.03(b)(iii).

"**Availability Period**" means, in respect of the Revolving Credit Facility, the period from and including the Third Restatement Date to the earliest of (i) the Maturity Date, (ii) the date of termination of the Revolving Credit Commitments pursuant to Section 2.06 and (iii) the date of termination of the commitment of each Revolving Credit Lender, to make Revolving Credit Loans, and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"**Bail-In Legislation**" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"**Bank of America**" means Bank of America, N.A. and its successors.

"**Base Rate**" means, for any day, a rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1.00% and (c) the Eurodollar Rate that would be payable on such day for a Eurodollar Rate Loan with a one-month Interest Period plus 1.00%. Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective on the effective day of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

"**Base Rate Loan**" means a Loan that bears interest based on the Base Rate.

"**BBSY"** has the meaning specified in the definition of "Australian BBSR Rate".

"**Borrower Joinder Agreement**" means an agreement in substantially the form of Exhibit I or any other form approved by the Administrative Agent.

"**Borrower Materials**" has the meaning specified in Section 6.02.

"**Borrower Notice**" has the meaning specified in the definition of "Collateral and Guaranty Requirements".

"**Borrower Obligations**" means the Foreign Borrower Obligations and/or the U.S. Borrower Obligations, as applicable, and shall include any Obligations owing to the Administrative Agent, the L/C Issuer or any Lender by any entity that becomes a borrower hereunder after the Restatement Date pursuant to Section 1.09 or otherwise.

"**Borrowers**" has the meaning specified in the preamble to this Agreement.

"**Borrowing**" means a Revolving Credit Borrowing, a Swing Line Borrowing, a Term A Borrowing, or an Incremental Borrowing, as the context may require.

"**Brazil**" means the Federative Republic of Brazil.

"**Brazilian Real**" and "**BRL**" means the lawful currency of the Brazil.

"**Business Day**" means (a) any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close, (b) with respect to all notices, determinations, fundings and payments in connection with the Eurodollar Rate or any Eurodollar Rate Loans, any day which is a Business Day described in clause (a) and which is also a day for trading by and between banks in U.S. Dollar deposits in the London interbank market, and (c) with respect to all notices, determinations, fundings and payments in connection with, and payments of principal and interest on, Australian BBSR Rate Loans, any day which is a Business Day described in clause (a) and which is also a day which is not a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close in Sydney, Australia and (d) with respect to all notices, determinations, fundings and payments in connection with, and payments of principal and interest on, Canadian BA Rate Loans, any day which is a Business Day described in clause (a) and which is also a day which is not a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close in Toronto, Ontario.

"**Canadian BA Rate**" means, with respect to each Interest Period for a Canadian BA Rate Loan, the rate *per annum* equal to the average rate applicable to Canadian Dollar bankers' acceptances having an identical or comparable term as the proposed Canadian BA Rate Loan displayed and identified as such on the applicable page published by Bloomberg (or such other page or commercially available source providing Canadian BA Rate quotations as may be designated by the Administrative Agent from time to time) as at approximately 10:00 a.m. Toronto time on such day (or, if such day is not a Business Day, as of 10:00 a.m. Toronto time on the immediately preceding Business Day) (the "**CDOR Rate**"), plus ten (10) basis points; *provided* that if such rate does not appear on the CDOR Page (or any display substituted therefor) at such time on such date, the rate for such date will be the annual discount rate (rounded upward or downward to the nearest whole multiple of 1/100 of 1%) as of 10:00 a.m. Toronto time on such day at which a Canadian chartered bank listed on Schedule 1 of the Bank Act (Canada) as selected by the Administrative Agent is then offering to purchase Canadian Dollar bankers' acceptances accepted by it having such specified term (or a term as closely as possible comparable to such specified term), plus ten (10) basis points.

"**Canadian BA Rate Loan**" means any Revolving Credit Loan made in Canadian Dollars and bearing interest based on the Canadian BA Rate.

"**Canadian Dollars**" or "**Cdn.$**" means the lawful currency of Canada.

"**Canadian Insolvency Law**" means any of the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), and the Winding-Up and Restructuring Act (Canada), each as now and hereafter in effect, and any successors to such statutes and any proceeding under applicable corporate law seeking an arrangement of, or stay of proceedings to enforce, some or all of the debts of a corporation.

"**Canadian Pledge Agreement**" means each of the Amended and Restated Canadian Pledge Agreements (as defined in the Second Amendment).

"**Capital Expenditures**" means, with respect to any Person for any period, any expenditure in respect of the purchase or other acquisition or maintenance of any fixed or capital asset, in each case, that are capitalized in accordance with GAAP.

"**Capital Lease**" means, with respect to any Person, any lease that is required by GAAP to be capitalized on a balance sheet of such Person.

"**Cash Collateralize**" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Administrative Agent, L/C Issuer or Swing Line Lender (as applicable) and the Lenders, as collateral for L/C Obligations, Obligations in respect of Swing Line Loans or obligations of Lenders to fund participations in respect of either thereof (as the context may require), cash or deposit account balances or, if the L/C Issuer or Swing Line Lender benefiting from such collateral shall agree in its sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to (a) Administrative Agent and (b) the L/C Issuer or the Swing Line Lender (as applicable). "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"**Cash Equivalents**" means any of the following types of Investments, to the extent owned by Holdings or any of its Subsidiaries free and clear of all Liens (other than Liens created under the Collateral Documents and other Liens permitted hereunder):

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; *provided* that the full faith and credit of the United States is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) (A) is a Lender or (B) is organized under the laws of the United States, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least $1,000,000,000, in each case with maturities of not more than 365 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States and maturing no more than 365 days from the time of the acquisition thereof, and having, at the time of acquisition thereof, a rating of A-1 (or the then equivalent grade) or better from S&P or P-1 (or the then equivalent grade) or better from Moody's;

(d) Investments made by Foreign Subsidiaries organized under the laws of Brazil in (i) readily marketable obligations issued or directly and fully guaranteed or insured by the federal government of Brazil or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof (unless otherwise classified as a current asset pursuant to clause (e) below), *provided*, that the full faith and credit of the federal government of Brazil is pledged in support thereof, and (ii) repurchase obligations with underlying securities of the type described in this clause (d); and

(e) Investments, classified in accordance with GAAP as current assets of Holdings or any of its Subsidiaries, in money market investment programs having daily liquidity and the portfolios of which have at least 95% of its assets in Investments of the character, quality and maturity described in clauses (a), (b), (c) and, to the extent classified in accordance with GAAP as current assets of a Subsidiary organized under the laws of Brazil, clause (d) of this definition.

"**Cash Management Agreement**" means any agreement to provide cash management services, including treasury, depository, overdraft, card services (including services related to credit cards, including purchasing and commercial cards, prepaid cards, including payroll, stored value and gift cards, merchant

services processing and debit cards), bank guarantees to non-Loan Parties, electronic funds transfer and other cash management arrangements.

"**Cash Management Bank**" means any Person that, at the time it enters into a Cash Management Agreement with any Loan Party or any Subsidiary, is a Lender, the Administrative Agent or an Arranger or an Affiliate of a Lender, the Administrative Agent or an Arranger, in its capacity as a party to such Cash Management Agreement.

"**CDOR Rate**" has the meaning specified in the definition of "Canadian BA Rate".

"**CERCLA**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and any rules or regulations promulgated thereunder.

"**CFC Subsidiary**" means any Subsidiary that is a controlled foreign corporation for purposes of Section 957 of the Code.

"**Change in Law**" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case, pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"**Change of Control**" means the occurrence of any of the following:

(a) (1) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of Holdings and its Subsidiaries taken as a whole to any "person" (as such term is used in Section 13(d)(3) of the Exchange Act) or (2) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of Holdings or its Subsidiaries and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 35% or more of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right);

(b) the failure of Holdings to own and control, directly or indirectly, all of the economic and voting rights associated with all of the Equity Interests of any Borrower (other than Holdings);

(c) after giving effect to any changes to the composition of the board of directors or other equivalent governing body of Holdings on or immediately after the Original Closing Date in connection with the Original Closing Date Transaction, during any period of 12 consecutive months,

a majority of the members of the board of directors or other equivalent governing body of Holdings cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body; or

(d) a "Change of Control", "Change in Control" or similar event shall occur under any SpinCo Notes Document, any Qualified Preferred Stock (or any documentation governing the same) or any other Indebtedness of Holdings or any of its Subsidiaries with an aggregate principal amount in excess of the Threshold Amount (to the extent that the occurrence of such event permits the holders of Indebtedness thereunder to accelerate the maturity thereof or to resell such other Indebtedness to Holdings, or requires Holdings to repay or redeem, or offer to repurchase, such Indebtedness prior to the stated maturity thereof).

"**Co-Documentation Agents**" mean Barclays Bank PLC, Compass Bank and Bank of Montreal, in their capacities as co-documentation agents.

"**Code**" means the Internal Revenue Code of 1986, as amended (unless otherwise provided herein).

"**Collateral**" means all of the "Collateral", "Pledged Collateral", and "Mortgaged Property" or similar property no matter how defined or referred to in the Collateral Documents and all of the other property provided as collateral security under the terms of the Collateral Documents.

"**Collateral and Guaranty Compliance Event**" has the meaning specified in Section 6.11.

"**Collateral and Guaranty Requirements**" means, at any time, the requirement that:

(a) the Administrative Agent shall have received from each Person that becomes a U.S. Guarantor after the Restatement Date, a supplement to the U.S. Obligations Guaranty, in the form specified therein, duly executed and delivered by such U.S. Guarantor;

(b) to the extent any Foreign Borrower becomes a party to this Agreement after the Restatement Date pursuant to Section 1.09, the Administrative Agent shall have received from each U.S. Loan Party and Foreign Guarantor either (i) a counterpart of the Foreign Obligations Guaranty duly executed and delivered by such U.S. Loan Party and such Foreign Guarantor dated as of such date or (ii) in the case of any Person that becomes a U.S. Loan Party or a Foreign Guarantor after such date, a supplement to the Foreign Obligations Guaranty, in the form specified therein, duly executed and delivered by such U.S. Loan Party or such Foreign Guarantor;

(c) the Administrative Agent shall have received from each Person that becomes a U.S. Loan Party after the Restatement Date, a supplement to the U.S. Security Agreement in favor of the Administrative Agent (for the benefit of the applicable Secured Parties), in the form specified therein, duly executed and delivered by such U.S. Loan Party;

(d) the Administrative Agent shall have received from each Subsidiary of Holdings (other than a U.S. Loan Party) that becomes a party to this Agreement as a Borrower after the Restatement Date pursuant to Section 1.09, and from each Subsidiary of each such Borrower that

is organized under the laws of the same jurisdiction of such Borrower (it being understood that entities formed under the laws of different states, provinces, or other localities of the same country as that of a Borrower shall be considered to be of the same jurisdiction as such Borrower for such purposes), security, pledge or similar agreements (each, an "**Other Foreign Security Agreement**") granting first priority security interests (subject only to Permitted Liens) in all present and after-acquired personal property in favor of the Administrative Agent (for the benefit of the applicable Secured Parties) securing all of the Obligations and any guarantee thereof (except as otherwise provided in paragraph 1.2(h) of the Agreed Security Principles);

(e) (x) the Administrative Agent shall have received from each Person that becomes a U.S. Loan Party that directly holds any Equity Interests in any Subsidiary of Holdings (other than any Immaterial Subsidiary) and shall have received, in the case of any Person that becomes a U.S. Loan Party and from each Person (each, an "**Other Pledgor**") that directly holds any Equity Interests in any Loan Party (other than Holdings) that is a Borrower or is organized under the laws of the same jurisdiction as a Borrower (it being understood that entities formed under the laws of different states, provinces or other localities as the same country as that of a Borrower shall be considered to be of the same jurisdiction), in each case after the Restatement Date, the Pledge Agreements duly executed and delivered by each such U.S. Loan Party or such Other Pledgor in favor of the Administrative Agent (for the benefit of the applicable Secured Parties), that it determines, based on the advice of counsel, to be necessary or advisable in connection with the pledge of such Equity Interests or any supplements to such Pledge Agreements (in the form specified therein), based on the advice of counsel, duly executed and delivered by such U.S. Loan Party and (y) the Administrative Agent shall have received certificates or other instruments representing all such Equity Interests (other than uncertificated Equity Interests) pledged in clause (x) above together with stock powers or other instruments of transfer with respect thereto endorsed in blank, in the case of any U.S. Loan Party securing all of the Obligations (subject to the Agreed Security Principles) and in the case of any Other Pledgor securing all of the Obligations and any guarantee thereof (except as otherwise provided in paragraph 1.2(h) of the Agreed Security Principles);

(f) (x) the Administrative Agent shall have received from each Subsidiary of Holdings (other than a U.S. Borrower) that becomes a party to this Agreement as a Borrower after the Restatement Date pursuant to Section 1.09 and from each Subsidiary of each such Borrower that is organized under the laws of the same jurisdiction of such Borrower (it being understood that entities organized under the laws of different states, provinces, or other localities of the same country as that of a Borrower shall be considered to be of the same jurisdiction as such Borrower for such purposes), that directly holds any Equity Interests in any other Subsidiary of Holdings pledge agreements duly executed and delivered by each such Foreign Loan Party in favor of the Administrative Agent (for the benefit of the applicable Secured Parties), that it determines, based on the advice of counsel, to be necessary or advisable in connection with the pledge of such Equity Interests (each an "**Other Foreign Pledge Agreement**") and (y) the Administrative Agent shall have received certificates or other instruments representing all such Equity Interests (other than uncertificated Equity Interests) pledged in clause (x) above together with stock powers or other instruments of transfer with respect thereto endorsed in blank, in each case securing all of the Obligations and any guarantee thereof (except as otherwise provided in paragraph 1.2(h) of the Agreed Security Principles);

(g) subject to the provisions set forth in Section VI of the Third Amendment, all indebtedness of Holdings, the other Borrowers and each Subsidiary of Holdings that is owing to any U.S. Loan Party (other than obligations owing to the Loan Parties that do not individually or in the aggregate exceed $2,000,000 or the U.S. Dollar Equivalent thereof in any other currency) shall be

evidenced by an intercompany note or by a promissory note or an instrument in form reasonably satisfactory to the Administrative Agent and shall be pledged pursuant to the U.S. Security Agreement (or other applicable Collateral Document) to secure all of the Obligations (subject to the Agreed Security Principles) and the Administrative Agent shall have received all such promissory notes or instruments, together with note powers or other instruments of transfer with respect thereto endorsed in blank;

(h) all indebtedness of Holdings, the other Borrowers and each Subsidiary of Holdings that is owing to any Subsidiary of Holdings (other than a U.S. Loan Party) that becomes a party to this Agreement as a Borrower after the Restatement Date pursuant to Section 1.09 and from each Subsidiary of each such Borrower that is organized under the laws of the same jurisdiction of such Borrower (it being understood that entities organized under the laws of different states, provinces, or other localities of the same country as that of a Borrower shall be considered to be of the same jurisdiction as such Borrower for such purposes) (other than obligations owing to such Loan Parties that do not individually or in the aggregate exceed $2,000,000 or the U.S. Dollar Equivalent thereof in any other currency) shall be evidenced by an intercompany note or by a promissory note or an instrument in form reasonably satisfactory to the Administrative Agent and, shall have been pledged pursuant to an Other Foreign Security Agreement (or other applicable Collateral Document) to secure all of the Obligations and any guarantee thereof (except as otherwise provided in paragraph 1.2(h) of the Agreed Security Principles), and the Administrative Agent shall have received all such promissory notes or instruments, together with note powers or other instruments of transfer with respect thereto endorsed in blank;

(i) subject to the provisions set forth in Section VI of the Third Amendment, (i) Borrower shall have used commercially reasonable efforts to cause to be delivered to the Administrative Agent Estoppels, executed by each of the lessors of the leased real properties located in the United States listed on Schedule 1.01C and each other leased real property located in the United States in, on or about which the applicable Loan Party stores, keeps or uses personal property with a fair market value of $1,000,000 or more, which real property is leased at any time after the Original Closing Date by a Loan Party (or leased by a Person when it becomes a Loan Party) and (ii) the Administrative Agent shall have received deeds of trust, trust deeds, deeds to secure debt and mortgages (collectively, the "**U.S. Mortgages**"), each in substantially the form of Exhibit K or any other form approved by the Administrative Agent and covering the real properties located in the United States and listed on Schedule 1.01C or acquired after the Original Closing Date by any Loan Party (or owned by any Person when it becomes a Loan Party) with a fair market value greater than $1,000,000 (each such property, a "**U.S. Mortgaged Property**") securing all of the Obligations (subject to the Agreed Security Principles), duly executed by the appropriate Loan Party, together with:

1. evidence that counterparts of the U.S. Mortgages with respect to such U.S. Mortgaged Properties have been duly executed, acknowledged and delivered and are in form suitable for filing or recording in all filing or recording offices that the Administrative Agent may deem necessary or desirable in order to create a valid first and subsisting Lien on the property described therein in favor of the Administrative Agent for the benefit of the applicable Secured Parties and that all filing, documentary, stamp, intangible and recording taxes and fees have been paid;

2. fully paid American Land Title Association Lender's Extended Coverage title insurance policies (the "**Mortgage Policies**") with respect to such U.S. Mortgaged Properties (other than as set forth in the proviso below), with endorsements and in amounts acceptable to the

Administrative Agent, issued, coinsured and reinsured by title insurers acceptable to the Administrative Agent, insuring the U.S. Mortgages to be valid first and subsisting Liens on the property described therein, free and clear of all defects (including mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Liens, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents, for mechanics' and materialmen's Liens and for zoning of the applicable property) and such coinsurance and direct access reinsurance as the Administrative Agent may deem necessary or desirable; *provided*, that no Mortgage Policy shall be required with respect to the U.S. Mortgaged Property located at One Willow Lane, East Texas, Pennsylvania solely to the extent such U.S. Mortgaged Property is Disposed of within 180 days after the Restatement Date (it being understood that if such U.S. Mortgaged Property is not Disposed of within 180 days of the Restatement Date (or such longer period of time as may be extended by the Administrative Agent in its reasonable discretion), Holdings shall cause to be issued in accordance with this paragraph (2) a Mortgage Policy for such U.S. Mortgaged Property on such 180th day (or such later date as extended by the Administrative Agent in its reasonable discretion));

3. American Land Title Association/American Congress on Surveying and Mapping form surveys with respect to such U.S. Mortgaged Properties, for which all necessary fees (where applicable) have been paid, and which are sufficient to permit the applicable title insurance company to waive any survey exception, certified to the Administrative Agent and the issuer of the Mortgage Policies in a manner satisfactory to the Administrative Agent by a land surveyor duly registered and licensed in the States in which the property described in such surveys is located and acceptable to the Administrative Agent, showing all buildings and other improvements, any off-site improvements, the location of any easements, parking spaces, rights of way, building set-back lines and other dimensional regulations and the absence of encroachments, either by such improvements or on to such property, and other defects, other than encroachments and other defects acceptable to the Administrative Agent (the "**Surveys**"); *provided*, that with respect to U.S. Mortgaged Properties set forth on Schedule 1.01C and owned by Holdings or any of its Subsidiaries as of the Signing Date, this requirement shall have been deemed met on the Third Restatement Date by the delivery of Surveys for such U.S. Mortgaged Properties pursuant to the Original Credit Agreement, the Amended and Restated Credit Agreement, or the Second Amended and Restated Credit Agreement, as applicable (*provided*, that the applicable title insurer will issue "extended coverage" for the Mortgage Policies based on the same);

4. engineering, soils and other reports and environmental assessment reports as to the properties described in the U.S. Mortgages, from professional firms acceptable to the Administrative Agent (the "**Real Property Reports**"); *provided* that with respect to U.S. Mortgaged Properties set forth on Schedule 1.01C and owned by Holdings or any of its Subsidiaries as of the Signing Date, this requirement shall have been deemed met on the Third Restatement Date by the delivery of Real Property Reports for such U.S. Mortgaged Properties pursuant to the Original Credit Agreement, the Amended and Restated Credit Agreement, or the Second Amended and Restated Credit Agreement, as applicable;

5. without limiting clause (7) below, evidence of the insurance required by the terms of the U.S. Mortgages and this Agreement;

6. an appraisal of each of the U.S. Mortgaged Properties complying with the requirements of the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989 (the "**Appraisals**"); *provided* that with respect to U.S. Mortgaged Properties set forth on

Schedule 1.01C and owned by Holdings or any of its Subsidiaries as of the Signing Date, this requirement shall have been deemed met on the Third Restatement Date by the delivery of Appraisals for such U.S. Mortgaged Properties pursuant to the Original Credit Agreement, the Amended and Restated Credit Agreement, or the Second Amended and Restated Credit Agreement, as applicable;

7. the following documents (collectively, the "**Flood Documents**") with respect to the U.S. Mortgaged Properties: (A) a completed standard "life of loan" flood hazard determination form (a "**Flood Determination Form**"), (B) if the improvement(s) to the applicable improved real property is located in a special flood hazard area, a notification to the applicable Borrower ("**Borrower Notice**") and (if applicable) notification to the applicable Borrower that flood insurance coverage under the National Flood Insurance Program ("**NFIP**") is not available because the community does not participate in the NFIP, (C) documentation evidencing the applicable Borrower's receipt of the Borrower Notice (e.g., countersigned Borrower Notice, return receipt of certified U.S. Mail or overnight delivery), and (D) if the Borrower Notice is required to be given and flood insurance is available in the community in which the property is located, a copy of the flood insurance policy or such other evidence of flood insurance satisfactory to the Administrative Agent (any of the foregoing being "**Evidence of Flood Insurance**");

8. an opinion of counsel (which counsel shall be reasonably satisfactory to the Administrative Agent) in each state in which a U.S. Mortgaged Property is located with respect to the enforceability of the U.S. Mortgage(s) to be recorded in each such state and such other matters as the Administrative Agent may request, in each case in form and substance reasonably satisfactory to the Administrative Agent (the "**Real Estate Opinions**"); *provided*, that no such Real Estate Opinions shall be required on the Third Restatement Date with respect to U.S. Mortgages for U.S. Mortgaged Properties set forth on Schedule 1.01C and owned by Holdings or any of its Subsidiaries as of the Signing Date.

9. such other customary documents as the Administrative Agent may reasonably request with respect to such U.S. Mortgage or U.S. Mortgaged Property;

(j) the Administrative Agent shall have received deeds of trust, trust deeds, deeds to secure debt and mortgages, or similar documents in any applicable jurisdiction (collectively, the "**Other Foreign Mortgages**"), each in form and substance reasonably satisfactory to the Administrative Agent and covering the real properties not located in the United States owned by any Loan Party securing all of the Obligations and any guarantee thereof (except as otherwise provided in paragraph 1.2(h) of the Agreed Security Principles), duly executed by the appropriate Loan Party, together with such documents substantially similar to those documents listed in clauses (i)(1) through (9) above as are relevant in the applicable jurisdiction, and such additional documents as the Administrative Agent may reasonably require to provide a valid and continuing security interest in such real properties;

(k) the Administrative Agent shall have received from Holdings and each other Loan Party fully executed Control Agreements with respect to their Deposit Accounts and Securities Accounts (other than Excluded Accounts; *provided* that the Administrative Agent may in its reasonable discretion and at any time request that Control Agreements be duly executed and delivered to the Administrative Agent with respect to Excluded Accounts described in clause (y) of the definition thereof), which shall be in form and substance reasonably satisfactory to the Administrative Agent;

(l) the Administrative Agent shall have received copies of UCC, United States Patent and Trademark Office, United States Copyright Office, insolvency, tax and judgment lien searches or equivalent reports or searches with respect to each Loan Party, as applicable, each of a recent date listing all financing statements, lien notices or comparable documents that name such Loan Party as debtor and that are filed in those jurisdictions in which any property of such Loan Party is located, is organized or maintains its principal place of business or chief executive office and such other searches as the Administrative Agent reasonably deems necessary or appropriate;

(m) all documents, instruments, forms and statements, required by law or reasonably requested by the Administrative Agent to be filed, registered, duly stamped or recorded to create the Liens intended to be created by the applicable Collateral Documents and perfect such Liens to the extent required by, and with the priority required by, such Collateral Document, shall have been filed, registered, duly stamped or recorded or delivered to the Administrative Agent for filing, registration, stamping or recording and all filing, registration, stamping or recording duty or other fee shall have been paid (at the expense of the Borrowers); and

(n) the Administrative Agent shall have received such other customary documentation reasonably requested by the Administrative Agent including, without limitation, estoppels, confirmations, subordinations, favorable legal opinions of counsel to such Person (which shall cover, among other things, the legality, binding effect and enforceability of the documentation referred to in and the creation and perfection of Liens contemplated by this definition of Collateral and Guaranty Requirements) and evidence reasonably satisfactory to the Administrative Agent that the Liens indicated by the results of a search made with respect to any Loan Party in the jurisdiction of organization or chief executive office of such Loan Party or the jurisdiction in which property of such Loan Party is located and copies of the financing statements (or similar documents) disclosed by such search (in each case to the extent such searches and copies are made available to such Loan Party) are Permitted Liens or shall have been terminated and released;

*provided*, that the foregoing definition shall be subject to the Agreed Security Principles. The Administrative Agent may grant extensions of time for the perfection of security interests in or the obtaining of title insurance or legal opinions with respect to particular assets or to obtain documentation from Persons not Affiliated with any Loan Party where it determines that perfection or the obtaining of such third party documentation cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Collateral Documents.

"**Collateral Documents**" means, collectively, the U.S. Collateral Documents and the Foreign Collateral Documents.

"**Commitment**" means a Term A Commitment, Revolving Credit Commitment, an Incremental Revolving Commitment or an Incremental Term Loan A Commitment, as the context may require.

"**Commitment Fee Rate**" means, from the Third Restatement Date to the date following the Third Restatement Date on which a Compliance Certificate is delivered pursuant to Section 6.02(a) in respect of the first full fiscal quarter after the Third Restatement Date, 0.350%, and, thereafter, the applicable percentage *per annum* set forth below determined by reference to the Consolidated Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a):

| Pricing Level | Consolidated Leverage Ratio | Commitment Fee Rate |
|---|---|---|
| 1 | > 4.00 to 1.00 | 0.400% |
| 2 | ≤ 4.00 to 1.00 and > 3.50 to 1.00 | 0.375% |
| 3 | ≤ 3.50 to 1.00 and > 3.00 to 1.00 | 0.350% |
| 4 | ≤ 3.00 to 1.00 and > 2.00 to 1.00 | 0.300% |
| 5 | ≤ 2.00 to 1.00 | 0.250% |

Any increase or decrease in the Commitment Fee Rate resulting from a change in the Consolidated Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(a) in respect of the first full fiscal quarter following the Third Restatement Date; *provided, however,* that if a Compliance Certificate is not delivered when due in accordance with such Section, then Pricing Level 1 shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the date on which such Compliance Certificate is delivered (and thereafter the Pricing Level otherwise determined in accordance with this definition shall apply).

Notwithstanding anything to the contrary contained in this definition, the determination of the Commitment Fee Rate for any period shall be subject to the provisions of Section 2.10(b).

"**Committed Loan Notice**" means a notice of a Term A Borrowing, a Revolving Credit Borrowing or an Incremental Borrowing, which shall be in substantially the form of Exhibit A-2 or any other form approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the applicable Borrower.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7. U.S.C. §§ 1 *et seq*.), as amended from time to time, and any successor statute.

"**Compliance Certificate**" means a certificate in substantially the form of Exhibit D or any other form approved by the Administrative Agent.

"**Consolidated Cash Interest Expense**" means, for any Measurement Period, consolidated interest expense payable in cash in such period (including that portion attributable to Capital Leases in accordance with GAAP and capitalized interest), in each case, of or by Holdings and its Subsidiaries on a consolidated basis for the most recently completed Measurement Period (net of cash interest income), excluding, however, any upfront and one-time financing fees, including amortization of original issue discount (to the extent included in consolidated interest expense for such period) and any non-cash interest expense accrued by Holdings and its Subsidiaries as a result of any Permitted Pension Withdrawal Liability.

"**Consolidated Current Assets**" means, as at any date of determination, the total assets of a Person and its Subsidiaries on a consolidated basis that may properly be classified as current assets in conformity with GAAP, excluding cash and Cash Equivalents, any asset related to the Specified Brazilian Tax Payment and deferred income taxes.

"**Consolidated Current Liabilities**" means, as at any date of determination, the total liabilities of a Person and its Subsidiaries on a consolidated basis that may properly be classified as current liabilities in conformity with GAAP, excluding deferred income taxes, any liability related to the Specified Brazilian Tax Payment and the current portion of long term debt.

"**Consolidated EBITDA**" means, at any date of determination, an amount equal to Consolidated Net Income of Holdings and its Subsidiaries on a consolidated basis for the most recently completed Measurement Period, plus the following, without duplication, to the extent deducted in calculating such Consolidated Net Income: (a) consolidated interest expense, (b) the provision for federal, state, local and foreign income and franchise taxes payable (calculated net of federal, state, local and foreign income tax credits) and other taxes, interest and penalties included under GAAP in income tax expense, (c) depreciation and amortization expenses (including amortization of goodwill and other intangibles), (d) other non-recurring expenses, write-offs, write-downs or impairment charges which do not represent a cash item in such period (or in any future period) (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period and any non-cash charge, expense or loss relating to write-offs, write-downs or reserves with respect to accounts receivable or inventory), (e) non-cash charges or expenses related to stock-based compensation, (f) non-cash charges (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period and any non-cash charge, expense or loss relating to write-offs, write-downs or reserves with respect to accounts receivable or inventory), (g) (i) cash charges incurred by Holdings and its Subsidiaries in connection with severance, restructuring, retention and integration costs with respect to the personnel, assets and operations of Holdings and its Subsidiaries in an amount not to exceed, in the case of this clause (i), 10.0% of Consolidated EBITDA for such Measurement Period, plus (ii) cash charges constituting Third Restatement Date Transactions Costs, in an aggregate amount not to exceed in the case of this clause (ii), $5,000,000, (h) one-time advisory, financing, legal, accounting, and consulting cash expenses incurred by Holdings and its Subsidiaries in connection with Permitted Acquisitions not constituting the consideration for the Permitted Acquisition and (i) non-cash losses and expenses resulting from fair value accounting (as permitted by Accounting Standard Codification Topic No. 825-10-25 – Fair Value Option or any similar accounting standard) and minus, without duplication, (x) any amount included in Consolidated EBITDA for such Measurement Period in respect of cancellation of debt income arising as a result of the repurchase of Indebtedness (including notes or bank loans) by Holdings, (y) non-cash gains included in Consolidated Net Income for such Measurement Period (excluding any non-cash gain to the extent it represents the reversal of an accrual or a reserve for a potential cash gain in any prior period) and (z) interest income.

Solely for the purpose of the computations of the Consolidated Leverage Ratio, the Senior Secured Leverage Ratio and the Consolidated Fixed Charge Coverage Ratio, if there has occurred a Permitted Acquisition or Disposition of assets during the relevant period, Consolidated EBITDA shall be calculated on a Pro Forma Basis (as defined below) pursuant to this definition. For purposes of this definition, "**Pro Forma Basis**" means, with respect to the preparation of *pro forma* financial statements for the purpose of the adjustment to Consolidated EBITDA (1) relating to any Permitted Acquisition, on the basis that (A) any Indebtedness incurred or assumed in connection with such acquisition was incurred or assumed on the first day of the applicable period, (B) if such Indebtedness bears a floating interest rate, such interest shall be paid over the *pro forma* period either at the rate in effect on the date of such acquisition or the applicable rate experienced over the period (to the extent known), and (C) all income and expense associated with the assets or entity acquired in connection with such Permitted Acquisition for the most recently ended four fiscal quarter period for which such income and expense amounts are available shall be treated as being earned or incurred by Holdings and its Subsidiaries on a *pro forma* basis for the portion of the applicable period occurring prior to the date such acquisition or consolidation has occurred after giving effect to cost savings, operating expenses, reductions, or other operating improvements and acquisition synergies that are reasonably identifiable and factually supportable, projected by Holdings in good faith to be realized during such period (calculated on a *pro forma* basis as though such items had been realized on the first day of such period) as a result of actions taken by Holdings or any Subsidiary in connection with such Permitted

Acquisition and net of the amount of actual benefits realized during such period from such actions that are otherwise included in the calculation of Consolidated EBITDA; *provided* that (i) the aggregate amount of cost savings additions made pursuant to this clause (C) in any four consecutive fiscal quarter period shall not exceed 10% of Consolidated EBITDA for such period prior to giving effect to this clause (C); and (ii) at the time any such calculation pursuant to this clause (C) is made, Holdings shall deliver to the Administrative Agent a certificate signed by a Responsible Officer (which may be the Compliance Certificate) setting forth reasonably detailed calculations in respect of the matters referred to in this clause (C) as well as the relevant factual support in respect thereof; and (2) relating to any Disposition of assets, a *pro forma* adjustment of Consolidated EBITDA, to include, as of the first day of any applicable period, such Dispositions, including adjustments reflecting any non-recurring costs and any extraordinary expenses of any such permitted asset dispositions consummated during such period.

"**Consolidated Excess Cash Flow**" means, for any period, an amount (if positive) equal to: (a) the sum, without duplication, of the amounts for such period of (i) Consolidated Net Income, plus, (ii) to the extent reducing Consolidated Net Income, the sum, without duplication, of amounts for non-cash charges reducing Consolidated Net Income, including for depreciation and amortization (excluding any such non-cash charge to the extent that it represents an accrual or reserve for a potential cash charge in any future period or amortization of a prepaid cash charge that was paid in a prior period), plus (iii) the Consolidated Working Capital Adjustment, minus (b) the sum, without duplication, of (i) the amounts for such period paid in cash by Holdings and its Subsidiaries from operating cash flow (and not already reducing Consolidated Net Income) of (1) scheduled repayments (but not optional or mandatory prepayments) of Indebtedness for borrowed money of Holdings and its Subsidiaries (excluding scheduled repayments of Revolving Credit Loans or Swing Line Loans (or other loans which by their terms may be re-borrowed if prepaid) except to the extent the Revolving Credit Commitments (or commitments in respect of such other revolving loans) are permanently reduced in connection with such repayments) and scheduled repayments of obligations of Holdings and its Subsidiaries under Capital Leases (excluding any interest expense portion thereof), (2) Capital Expenditures, (3) payments of the type described in clause (g) of the definition of Consolidated EBITDA and (4) consideration in respect of Permitted Acquisitions plus (ii) other non-cash gains increasing Consolidated Net Income for such period (excluding any such non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash gain in any prior period).

"**Consolidated Fixed Charge Coverage Ratio**" means, at any date of determination, the ratio of (a) (i) Consolidated EBITDA, less (ii) the portion of taxes based on income actually paid in cash and provisions for cash income taxes (other than any taxes paid or payable with respect to the Specified Brazilian Tax Payment and any financial statement income tax benefit realized in cash as a result of any Permitted Pension Withdrawal Liability), less (iii) the aggregate amount of all Capital Expenditures, less (iv) the aggregate amount of all Restricted Payments made pursuant to Section 7.06(d)(2) to (b) the sum of (x) Consolidated Cash Interest Expenses and (y) the aggregate principal amount of all regularly scheduled principal payments as such scheduled payments have been reduced by the application of any voluntary or mandatory prepayments thereto or redemptions or similar acquisitions for value of outstanding debt for borrowed money, but excluding any such payments to the extent refinanced through the incurrence of additional Indebtedness otherwise expressly permitted under Section 7.03, in each case, of or by Holdings and its Subsidiaries for the most recently completed Measurement Period.

"**Consolidated Funded Indebtedness**" means, as of any date of determination, for Holdings and its Subsidiaries on a consolidated basis, the sum of (a) the outstanding principal amount of all obligations as determined in accordance with GAAP, whether current or long-term, for borrowed money (including the Obligations hereunder and any Indebtedness in respect of Receivables Program Obligations) and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (b) all

purchase money Indebtedness, (c) all direct non-contingent obligations arising in connection with letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments, (d) all obligations in respect of the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business and (ii) contingent earn-outs, hold-backs and other deferred payment of consideration in Permitted Acquisitions to the extent not fixed and payable), (e) Attributable Indebtedness in respect of Capital Leases and Synthetic Lease Obligations, (f) without duplication, all Guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) through (e) above of Persons other than Holdings or any Subsidiary, and (g) all Indebtedness of the types referred to in clauses (a) through (f) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which Holdings or a Subsidiary is a general partner or joint venturer, unless such Indebtedness is expressly made non-recourse to Holdings or such Subsidiary. Notwithstanding the foregoing or anything to the contrary herein, clause (a) of the definition of Consolidated Funded Indebtedness shall not include obligations under Permitted Supply Chain Financing arrangements.

"**Consolidated Leverage Ratio**" means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness (net of (i) Unrestricted Cash of Holdings and its Subsidiaries (other than any Subsidiary organized under the laws of Brazil) not exceeding $75,000,000 plus (ii) the Unrestricted Cash of a Subsidiary organized under the laws of Brazil in an amount not to exceed $75,000,000) to (b) Consolidated EBITDA for the most recently completed Measurement Period.

"**Consolidated Net Income**" means, at any date of determination, the net income (or loss) of Holdings and its Subsidiaries on a consolidated basis for the most recently completed Measurement Period taken as a single accounting period determined in conformity with GAAP; provided that Consolidated Net Income shall exclude, without duplication, (a) extraordinary gains and extraordinary non-cash losses for such Measurement Period, (b) non-cash charges in connection with Permitted Pension Withdrawal Liability, (c) the net income of any Subsidiary (other than a Receivables Subsidiary) during such Measurement Period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such income is not permitted by operation of the terms of its Organization Documents or any agreement, instrument or Law applicable to such Subsidiary during such Measurement Period, except that Holdings' equity in any net loss of any such Subsidiary for such Measurement Period shall be included in determining Consolidated Net Income, (d) any income (or loss) for such Measurement Period of any Person if such Person is not a Subsidiary or is a Receivables Subsidiary, except that (x) Holdings' equity in the net income of any such Person for such Measurement Period shall be included in Consolidated Net Income in an amount equal to the sum of (i) the aggregate amount of such net income for such Measurement Period regardless of whether such net income is actually distributed by such Person, provided that the amount by which Consolidated Net Income may be increased in accordance with this clause (c)(i) may not exceed $10,000,000 in any Measurement Period, plus (ii) without duplication for amounts described in subclause (i) of this clause (d), the aggregate amount of cash actually distributed by such Person during such Measurement Period to a Loan Party as a dividend or other distribution and (y) any loss for such Measurement Period shall be included and (e) any gains or losses (including any cancellation of debt income) arising from a repurchase of Indebtedness (including notes or bank loans) by Holdings or any of its Subsidiaries.

"**Consolidated Senior Secured Debt**" means, as of any date of determination, the aggregate principal amount of Consolidated Funded Indebtedness outstanding on such date that is secured by a Lien on any asset or property of any Borrower or any Subsidiary (including, for the avoidance of doubt, purchase money Indebtedness and Attributable Indebtedness in respect of Capital Leases).

"**Consolidated Total Assets**" means, as to any Person on any date of determination, the total assets of such Person and its Subsidiaries, determined in accordance with GAAP as shown on the most recent

balance sheet of Holdings delivered pursuant to Section 6.01(a) or (b) on or prior to such date after giving *pro forma* effect to each acquisition or disposition of a Person, division or a line of business that occurred on or after such balance sheet date and prior to such date of determination.

"**Consolidated Working Capital**" means, as at any date of determination, Consolidated Current Assets of Holdings and its Subsidiaries less Consolidated Current Liabilities of Holdings and its Subsidiaries.

"**Consolidated Working Capital Adjustment**" means, for any period on a consolidated basis, the amount (which may be a negative number) by which Consolidated Working Capital as of the beginning of such period exceeds (or is less than) Consolidated Working Capital as of the end of such period. In calculating the Consolidated Working Capital Adjustment there shall be excluded the effect of reclassification during such period of current assets to long term assets and current liabilities to long term liabilities and the effect of any Permitted Acquisition during such period; *provided*, that there shall be included with respect to any Permitted Acquisition during such period an amount (which may be a negative number) by which the Consolidated Working Capital of the Person acquired in such Permitted Acquisition as at the time of such acquisition exceeds (or is less than) the Consolidated Working Capital of the Person acquired at the end of such period (in each case, substituting the Person acquired Holdings and its Subsidiaries in the calculation of such acquired Consolidated Working Capital).

"**Contractual Obligation**" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"**Control Agreement**" means, with respect to any Deposit Account or Securities Account of any Loan Party, one or more control agreements which (a)(i) in the case of a Deposit Account located in the United States, is sufficient to establish the Administrative Agent's control pursuant to Section 9-104 of the UCC or (ii) in the case of a Securities Account located in the United States, is sufficient to establish the Administrative Agent's control pursuant to Section 8-106 of the UCC, as applicable, (b) in the case of all Deposit Accounts and Securities Accounts of any Loan Party, provides the Administrative Agent with a perfected, first priority security interest (subject to Liens permitted by such Control Agreements) in all amounts from time to time on deposit in such Deposit Account or securities and financial assets credited to such Securities Account, as applicable and (c) is otherwise in form and substance reasonably satisfactory to the Administrative Agent, or otherwise necessary or appropriate to establish that the Administrative Agent has a valid and perfected security interest in such accounts under the law where the financial institution maintaining such account is located.

"**Conversion/Continuation Notice**" means a notice of (a) a conversion of Term Loans or Revolving Credit Loans from one Type to the other or (b) a continuation of Eurodollar Rate Loans or Canadian BA Rate Loans pursuant to Section 2.02(a), which shall be in substantially the form of Exhibit A-2 or any other form approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the applicable Borrower.

"**Credit Extension**" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“**DAM**” means the mechanism for the allocation and exchange of interests in the Term Loans, Revolving Credit Loans and Incremental Revolving Loans and collections thereunder established under Article 10.

“**DAM Dollar Lender**” means any Lender that has made or holds (or would hold after giving effect to a DAM Exchange) any Term Loan, Revolving Credit Loan or Incremental Revolving Loan denominated in an Alternative Currency.

“**DAM Exchange**” means the exchange of the Lenders’ interests provided for in Section 10.01.

“**DAM Exchange Date**” means the date on which (a) any event referred to in Section 8.01(f) shall occur in respect of a Loan Party or (b) any acceleration of the maturity of all of the Loans pursuant to Section 8.02 shall occur.

“**DAM Percentage**” means, as to each Lender, a fraction, expressed as a decimal, of which (a) the numerator shall be the aggregate U.S. Dollar Equivalent (determined on the basis of the Spot Rate prevailing on the DAM Exchange Date) of the Obligations owed to such Lender on the DAM Exchange Date (excluding such Lender’s participation in the aggregate amount of Letters of Credit outstanding immediately prior to the DAM Exchange Date) and (b) the denominator shall be the aggregate U.S. Dollar Equivalent (as so determined) of the Obligations owed to all Lenders on the DAM Exchange Date (excluding the aggregate amount of Letters of Credit outstanding immediately prior to such DAM Exchange Date). For purposes of computing each Lender’s DAM Percentage, all Obligations which are denominated in an Alternative Currency shall be translated into U.S. Dollars at the Spot Rate in effect on the DAM Exchange Date.

“**Debtor Relief Laws**” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally, including any Canadian Insolvency Law.

“**Default**” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would constitute an Event of Default.

“**Default Rate**” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (x) with respect to principal, interest or other fees attributable to a Facility, (i) in the case of Loans denominated in an Alternative Currency, the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2.0% and (ii) in the case of Loans denominated in U.S. Dollars, the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2.0% *per annum* and (y) with respect to all other Obligations, (1) the Base Rate in respect of the Term A Facility plus (2) the Applicable Rate applicable to Base Rate Loans under the Term A Facility plus (3) 2.0% *per annum*, in each case to the fullest extent permitted by applicable Laws, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate plus 2.0% *per annum*.

“**Defaulting Lender**” means, subject to Section 2.16(b), any Lender that, as reasonably determined by the Administrative Agent, (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans or participations in respect of Letters of Credit or Swing Line Loans, within three (3) Business Days of the date required to be funded by it hereunder, unless, with respect to funding obligations in respect of Loans, such Lender notifies the Administrative Agent and Holdings in writing that such failure is the result of such Lender’s good faith determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in

such writing) has not been satisfied, (b) has notified Holdings or the Administrative Agent that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder (unless such notice or public statement relates to such Lenders' obligation to fund a Loan hereunder and states that such position is based on such Lender's good faith determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower) or (d) after the date of this Agreement has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment or (iv) become the subject of a Bail-in Action; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.16(b)) upon delivery of written notice of such determination to the Borrower, each L/C Issuer, the Swing Line Lender and such Defaulting Lender.

"**Deposit Account**" means "deposit accounts" as such term is defined in the UCC.

"**Discharge of Obligations**" shall mean the date upon which (a) the Aggregate Commitments have been permanently and irrevocably terminated; (b) all Obligations (other than (x) contingent indemnification obligations as to which no claim has been asserted and (y) obligations and liabilities under Secured Cash Management Agreements, Secured Hedge Agreements and Specified Supply Chain Agreements) have been paid in full; (c) all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made) have expired or been terminated; and (d) all obligations and liabilities under Secured Cash Management Agreements, Secured Hedge Agreements and Specified Supply Chain Agreements in respect of which the Administrative Agent has received notice pursuant to Section 9.11(other than any such agreements as to which other arrangements satisfactory to the applicable Cash Management Bank, Hedge Bank or Supply Chain Finance Bank have been made), have been terminated and paid in full.

"**Disposition**" or "**Dispose**" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person, including (x) any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith and (y) any issuance of Equity Interests by any Subsidiary of such Person. For the avoidance of doubt, any issuance of Equity Interests by Holdings shall not be a Disposition.

"**Domestic Subsidiary**" means any Subsidiary organized under the laws of any jurisdiction within the United States and any DRE of a U.S. Person.

“**DRE**” means any Person who is “disregarded” as an entity separate from its owner under Section 7701 of the Code and the U.S. Treasury Regulations promulgated pursuant thereto.

“**ECF Percentage**” means, for any given Fiscal Year, 50%; *provided* that if, as of the last day of such Fiscal Year, the Senior Secured Leverage Ratio is (x) less than or equal to 2.00:1.00 but greater than 1.50:1.00, the ECF Percentage shall be 25% or (y) less than or equal to 1.50:1.00, the ECF Percentage shall be 0%.

“**EEA Financial Institution**” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“**EEA Member Country**” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“**EEA Resolution Authority**” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“**Eligible Assignee**” means any Person that meets the requirements to be an assignee under Sections 11.06(b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 11.06(b)(iii)).

“**Environmental Claim**” means any written notice, claim, lien, demand or demand letter, action, litigation, proceeding, directive, request for information, complaint, citation, charge, summons, investigation, notice of non-compliance or violation, cause of action, lien, citation, consent order, consent decree, investigation, control order, stop order, injunction or other proceeding by any Governmental Authority or any other Person, arising out of, based on or pursuant to any Environmental Law or related in any way to any actual, alleged or threatened Environmental Liability.

“**Environmental Laws**” means any and all federal, state, provincial, municipal, local, and foreign statutes, laws, regulations, ordinances, rules, codes, judgments, orders, decrees, agreements, guidelines, standards or governmental restrictions now or hereafter in effect (including agreements with any Governmental Authority) regulating or relating to (a) human health and safety, (b) the protection of the environment or natural resources and (c) pollution or the Release or threatened Release of any materials into the environment, including those related to hazardous materials, substances or wastes, air and water emissions and discharges, and the investigation or remediation of Releases of hazardous materials. Environmental Laws include, but are not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Emergency Planning and Community Right-to-Know Act and the Occupational Safety and Health Act and their respective state, local or foreign analogs and the regulations or orders enacted or promulgated pursuant to such Laws.

“**Environmental Liability**” means, without limitation, any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation, assessment, response, or remediation, costs of enforcement, fines, penalties, contribution, cost recovery or indemnities), obligation, responsibility or other cost of Holdings, any other Loan Party or any of their respective Subsidiaries (including

any reasonably incurred legal, expert or consulting fees) directly or indirectly resulting from or based upon (a) any violation of, or liability under, any Environmental Law, (b) the generation, use, handling, transportation, storage, manufacture, processing, labeling, distribution, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment, (e) natural resource damage or (f) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"**Environmental Permit**" means any permit, approval, orders, remedial orders, identification number, license or other authorization or variance issued pursuant to or required under any Environmental Law.

"**Equity Interests**" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) under common control with Holdings within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"**ERISA Event**" means (a) a material Reportable Event with respect to a Pension Plan; (b) the material failure by Holdings or any ERISA Affiliate to meet all applicable requirements under the Pension Funding Rules in respect of each Pension Plan; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan; (d) the withdrawal of Holdings or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (e) the receipt by Holdings or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to the intention to terminate any Pension Plan or to appoint a trustee to administer any Pension Plan; (f) the adoption of any amendment to a Pension Plan that would require the provision of security pursuant to Section 436(f) of the Code; (g) a complete or partial withdrawal by Holdings or any ERISA Affiliate from a Multiemployer Plan or notification concerning the imposition of withdrawal liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA; (h) the filing of a notice of intent to terminate or the treatment of a Pension Plan amendment as a termination under Section 4041 or 4041A of ERISA; (i) the institution by the PBGC of proceedings to terminate a Pension Plan; (j) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (k) the determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA; or (l) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon Holdings or any ERISA Affiliate; and which

events under clauses (a) through (l) above, either individually or in the aggregate, have had or could reasonably be expected to have a Material Adverse Effect.

"**Estoppel**" means an agreement in substantially the form of Exhibit J or any other form approved by the Administrative Agent.

"**EU Bail-In Legislation Schedule**" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"**Euro**" and "**€**" means the single currency of any member state of the European Union that adopts or has adopted the Euro as its lawful currency in accordance with the legislation of the European Union relating to economic and monetary union.

"**Euro Term A Borrowers** " means, collectively, Holdings and each other U.S. Borrower that becomes a borrower under the Euro Term A Facility pursuant to Section 1.09.

"**Euro Term A Borrowing** " means a borrowing consisting of one or more simultaneous Euro Term A Loans of the same Type under the Euro Term A Facility having the same Interest Period made pursuant to Section 2.01(b).

"**Euro Term A Commitment** " means, as to each Euro Term A Lender, its obligation to make Euro Term A Loans to the Euro Term A Borrowers pursuant to Section 2.01(b) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Euro Term A Lender's name on Schedule 2.01 under the caption "Euro Term A Commitment" or opposite such caption in the Assignment and Assumption or Master Assignment pursuant to which such Euro Term A Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. As of the Third Restatement Date, the aggregate amount of the Euro Term A Commitments of the Euro Term A Lenders is €300,000,000.

"**Euro Term A Facility** " means, at any time, (a) on or prior to the Third Restatement Date, the aggregate amount of the Euro Term A Commitments at such time together with the aggregate principal amount of the Euro Term A Loans of all Euro Term A Lenders outstanding at such time and (b) thereafter, the aggregate principal amount of the Euro Term A Loans of all Euro Term A Lenders outstanding at such time.

"**Euro Term A Installment Payment Date**" has the meaning specified in Section 2.07(a).

"**Euro Term A Lender** " means (a) at any time on or prior to the Third Restatement Date, any Lender that has a Euro Term A Commitment at such time together with any Lender that holds Euro Term A Loans at such time and (b) at any time after the Third Restatement Date, any Lender that holds Euro Term A Loans at such time.

"**Euro Term A Loan**" means any Loan made by any Euro Term A Lender under the Term Facility pursuant to Section 2.01(b). On the Third Restatement Date, after giving effect to the making of the Euro Term A Loans to be made on such date, the aggregate outstanding principal amount of Euro Term A Loans shall be €300,000,000.

"**Euro Term A Note** " means a promissory note made by a Euro Term A Borrower, in favor of a Euro Term A Lender evidencing Euro Term A Loans made by such Euro Term A Lender, in substantially the form of Exhibit C-2.

"**Eurodollar Rate**" means:

(a) for any Interest Period, with respect to any Credit Extension:

(i) denominated in a LIBOR Quoted Currency, the rate per annum equal to the London Interbank Offered Rate ("**LIBOR**"), or a comparable or successor rate which rate is approved by the Administrative Agent, as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) (in such case, the "**LIBOR Rate**") at or about 11:00 a.m. (London time) on the Interest Rate Determination Date, for deposits in the relevant currency, with a term equivalent to such Interest Period;

(ii) denominated in a Non-LIBOR Quoted Currency, the rate per annum as designated with respect to such Alternative Currency at the time such Alternative Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.08; and

(b) for any interest rate calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the LIBOR Rate, at or about 11:00 a.m. (London time) determined two (2) Business Days prior to such date for Dollar deposits being delivered in the London interbank market for deposits in Dollars with a term of one (1) month commencing that day;

provided that (x) to the extent a comparable or successor rate is approved by the Administrative Agent in connection with any rate set forth in this definition, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Administrative Agent, such approved rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent and (y) if the Eurodollar Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"**Eurodollar Rate Loan**" means a Revolving Credit Loan or a Term Loan that bears interest at a rate based on the definition of "Eurodollar Rate".

"**Event of Default**" has the meaning specified in Section 8.01.

"**Evidence of Flood Insurance**" has the meaning specified in the definition of "Collateral and Guaranty Requirements".

"**Excess Cash Flow Amount**" has the meaning specified in Section 2.05(b)(ii).

"**Excluded Accounts**" shall mean (x) disbursement and payroll accounts and (y) cash accounts established (or otherwise maintained) by any Loan Party with any Person that is a Lender, the Administrative Agent or an Arranger or the Affiliate of a Lender, the Administrative Agent or an Arranger in its capacity as a depositary bank for such cash account; *provided* in no event shall Excluded Accounts include any account pursuant to which an account control agreement has been executed and delivered to the Administrative Agent pursuant to any Collateral Document.

"**Excluded Subsidiary**" means (a) with respect to guarantees of, and grants of security interests to secure guarantees of, Foreign Borrower Obligations, any Foreign Subsidiary of Holdings that is not described in the definition of Foreign Subsidiary Guarantor, (b) with respect to guarantees of, or grants of security interests to secure guarantees of, U.S. Borrower Obligations, any Domestic Subsidiary of Holdings that is

not described in the definition of U.S. Subsidiary Guarantor or (c) any Receivables Subsidiary. Notwithstanding anything in the foregoing to the contrary, no Borrower will be an Excluded Subsidiary.

"**Excluded Swap Obligation**" means with respect to any Guarantor, (x) as it relates to all or a portion of the Guarantee of such Guarantor, any Swap Obligation if, and to the extent that, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor becomes effective with respect to such Swap Obligation or (y) as it relates to all or a portion of the grant by such Guarantor of a security interest, any Swap Obligation if, and to the extent that, such Swap Obligation (or such security interest in respect thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the security interest of such Guarantor becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Excluded Taxes**" means, with respect to the Administrative Agent, any Lender or the L/C Issuer, (a) Taxes imposed on or measured by overall net income (however denominated), franchise Taxes (in lieu of net income Taxes), and branch profits Taxes in each case, (i) imposed by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located, or (ii) that are Other Connection Taxes, (b) any backup withholding Tax that is required by the Code to be withheld from amounts payable to a Lender that has failed to comply with clause (A) of Section 3.01(e)(ii), (c) in the case of a Foreign Lender with respect to a Loan made to a U.S. Borrower (other than an assignee pursuant to a request by Holdings under Section 11.13), any withholding Tax that (i) is required to be imposed on amounts payable to such Foreign Lender pursuant to the Laws in force at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) or (ii) is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with clause (B) of Section 3.01(e)(ii), except that in the case of a Foreign Lender that designates a new Lending Office or becomes a Party to this Agreement pursuant to an assignment, withholding Taxes shall not be Excluded Taxes to the extent that such Taxes were not Excluded Taxes with respect to such Foreign Lender or its assignor, as the case may be, immediately before such designation of a new Lending Office or such assignment; and (d) any U.S. federal withholding Taxes imposed under FATCA.

"**Exempted Entity**" means (A) any CFC Subsidiary, (B) any Subsidiary other than a CFC Subsidiary, but only if (i) it is a direct or indirect owner of more than 65% of the voting equity interests of one or more CFC Subsidiaries, (ii) it and all other entities (if any) through which it owns (directly or indirectly) more than 65% of the voting equity interests of such CFC Subsidiaries are DREs or partnerships for U.S. federal income tax purposes, (iii) all or substantially all of its assets and each such DRE's or partnership's assets are interests in such CFC Subsidiaries (and cash and Cash Equivalents incidental thereto and capital stock, other equity interests and indebtedness of such CFC Subsidiaries) and (iv) it and each such DRE or partnership does not directly hold an equity interest in a Domestic Subsidiary other than a DRE or partnership described in this clause (B), (C) any domestic corporate (for U.S. federal income tax purposes) Subsidiary if all or substantially all of its assets consist of (i) more than 65% of the voting equity interests of one or more CFC Subsidiaries (and cash and Cash Equivalents incidental thereto and capital stock, other equity interests and

indebtedness of such CFC Subsidiaries held directly or indirectly solely through one or more DREs) and/or (ii) interests in one or more DREs in each case whose assets consist solely of more than 65% of the voting equity interests of such CFC Subsidiaries (and cash and Cash Equivalents incidental thereto and capital stock, other equity interests and indebtedness of such CFC Subsidiaries and other immaterial assets) that are held directly or indirectly solely through one or more DREs and (D) a Subsidiary of an Exempted Entity described in clause (A), (B) or (C) to the extent not treating such Subsidiary as an Exempted Entity creates a substantial risk of a material adverse tax consequence to Holdings; *provided* that, in the case of each of clauses (A), (B) and (C), Holdings provides documentation and support of such conclusion in form and substance reasonably satisfactory to the Administrative Agent.

"**Existing Letters of Credit**" means the collective reference to the existing letters of credit identified on Schedule 1.01A, including extensions and renewals thereof.

"**Extraordinary Receipt**" means any cash received by or paid to any Person as a result of proceeds of insurance (other than proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings) and condemnation awards (and payments in lieu thereof); *provided, however,* that an Extraordinary Receipt shall not include cash receipts from proceeds of insurance or condemnation awards (or payments in lieu thereof) to the extent that such proceeds or awards are received by any Person in respect of any third party claim against, or liability of, such Person and applied to pay (or to reimburse such Person for its prior payment of) such claim or liability and the costs and expenses of such Person with respect thereto.

"**Facility**" means the Term A Facility, the Revolving Credit Facility, or an Incremental Facility, as the context may require.

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"**Federal Funds Effective Rate**" means, for any day, the rate *per annum* (expressed as a decimal rounded upwards, if necessary, to the next higher 1/100 of 1.00%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate charged to the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

"**First Repayment Year**" has the meaning specified in Section 2.07(a).

"**Fiscal Year**" means the fiscal year of Holdings and its Subsidiaries ending on December 31 of each calendar year.

"**Fitch**" means Fitch Ratings Ltd. and any successor thereof.

"**Flood Determination Form**" has the meaning specified in the definition of "Collateral and Guaranty Requirements".

"**Flood Documents**" has the meaning specified in the definition of "Collateral and Guaranty Requirements".

"**Flood Laws**" means the National Flood Insurance Reform Act of 1994 and related legislation (including the regulations of the Board of Governors of the Federal Reserve System).

"**Foreign Borrower**" has the meaning specified in the preamble to this Agreement.

"**Foreign Borrower Obligations**" means the Obligations of any Borrower other than any U.S. Borrower.

"**Foreign Collateral Documents**" means (a) each Other Foreign Security Agreement, the Japanese Pledge Agreement (all Obligations), the Mexican Pledge Agreement (all Obligations), the Canadian Pledge Agreement, the Swedish Pledge Agreement, the U.K. Pledge Agreement, each Other Foreign Pledge Agreement, the Other Foreign Mortgages, each of the other mortgages, collateral assignments, security agreements, pledge agreements, hypothecs, bonds, control agreements or other similar agreements or supplements to the foregoing (i) entered into by any Loan Party, (ii) delivered to the Administrative Agent pursuant to the Collateral and Guaranty Requirements or pursuant to Section 6.11 for the benefit of any or all of the Secured Parties and (iii) governed by the laws (other than the laws of the United States or any state or other political subdivision thereof) of any nation, state, province or other political subdivision thereof, and (b) each of the other agreements, instruments or documents entered into by any Loan Party, governed by the laws (other than the laws of the United States or any state or other political subdivision thereof) of any nation, state, province or other political subdivision thereof, that creates or purports to create a Lien in favor of the Administrative Agent for the benefit of any or all of the Secured Parties.

"**Foreign Guarantors**" means and includes each Foreign Borrower and each Foreign Subsidiary Guarantor.

"**Foreign Lender**" means (i) with respect to any Loan made to a U.S. Borrower, a Lender that is not a U.S. Person and (ii) with respect to any Loan made to a Foreign Borrower, any Lender that is not organized under the laws in which such Foreign Borrower is resident for tax purposes and that is not otherwise considered or deemed in respect of any amount payable to it hereunder or under any Loan Document to be resident for income tax or withholding tax purposes in the jurisdiction in which such Borrower is resident for tax purposes by application of the laws of that jurisdiction.

"**Foreign Loan Party**" means each Foreign Borrower and each other Foreign Guarantor.

"**Foreign Obligations**" means the Foreign Borrower Obligations, all Obligations of any Foreign Loan Party or any Foreign Subsidiary under any Secured Cash Management Agreement or any Secured Hedge Agreement, all Obligations of any Foreign Loan Party under any Specified Supply Chain Agreement and Obligations of any Foreign Loan Party under any guarantee or security agreement related to any of the foregoing.

"**Foreign Obligations Guaranty**" means an agreement in substantially the form of Exhibit H with such changes as are reasonably satisfactory to the Administrative Agent.

"**Foreign Obligations Secured Parties**" means, collectively, (i) the Administrative Agent, (ii) each Lender making a Loan or other extension of credit hereunder to, or having commitments under this Agreement to, any Foreign Borrower, (iii) each L/C Issuer issuing a Letter of Credit or amending or extending any issued Letter of Credit for the account of any Foreign Borrower, (iv) with respect to any Secured Cash Management

Agreement with a Foreign Loan Party or any other Foreign Subsidiary, the Cash Management Banks party thereto, (v) with respect to any Secured Hedge Agreement with a Foreign Loan Party or any other Foreign Subsidiary, the Hedge Banks party thereto, (vi) with respect to any Specified Supply Chain Agreement in respect of any Permitted Supply Chain Financing with a Foreign Loan Party, the Supply Chain Finance Banks party thereto and (vii) each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05.

"**Foreign Pension Plan**" means any plan, fund (including any superannuation fund) or other similar program established or maintained outside the United States by Holdings, or any one or more of its Subsidiaries (other than Immaterial Subsidiaries) primarily for the benefit of employees of Holdings, or such Subsidiaries residing outside the United States, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA or the Code.

"**Foreign Pension Plan Event**" means, with respect to any Foreign Pension Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any applicable law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make the required contributions or payments, under any applicable law, on or before the due date for such contributions or payments, (c) the receipt of a notice by a Governmental Authority relating to the intention to terminate any such Foreign Pension Plan or to appoint a trustee or similar official to administer any such Foreign Pension Plan, or alleging the insolvency of any such Foreign Pension Plan, (d) the incurrence of any liability by Holdings or any of its Subsidiaries under applicable law on account of the complete or partial termination of such Foreign Pension Plan or the complete or partial withdrawal of any participating employer therein, or (e) the occurrence of any transaction that is prohibited under any applicable law and that could reasonably be expected to result in the incurrence of any liability by Holdings or any of its Subsidiaries, or the imposition on Holdings or any of its Subsidiaries of any fine, excise tax or penalty resulting from any noncompliance with any applicable law, and which events under clauses (a) through (e) above, either individually or in the aggregate, have had or could reasonably be expected to have a Material Adverse Effect.

"**Foreign Subsidiary**" means any Subsidiary that is not a Domestic Subsidiary.

"**Foreign Subsidiary Guarantor**" means subject to the Agreed Security Principles, each Foreign Subsidiary of Holdings that is organized under the laws of the same jurisdiction as any Borrower (other than any U.S. Borrower) (it being understood that entities organized under the laws of different states, provinces, or other localities of the same country as that of a Borrower shall be considered to be of the same jurisdiction as such Borrower for such purposes) whether existing on the Restatement Date or established, created or acquired after the Restatement Date, in each case unless and until such time as the respective Foreign Subsidiary is released from all of its obligations under the Foreign Obligations Guaranty and the Collateral Documents (if any) to which it is a party in accordance with the terms and provisions hereof.

"**FRB**" means the Board of Governors of the Federal Reserve System of the United States.

"**Fronting Exposure**" means, at any time there is a Defaulting Lender, (a) with respect to the L/C Issuer, such Defaulting Lender's Applicable Percentage of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof and (b) with respect to the Swing Line Lender, such Defaulting Lender's Applicable Percentage of Swing Line Loans other than Swing Line Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"**Fund**" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"**GAAP**" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board as in effect as of the date of this Agreement, consistently applied.

"**GBC International**" means GBC International, Inc., a Nevada corporation and a Domestic Subsidiary of Holdings.

"**Governmental Authority**" means the government of the United States or any other nation, or of any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including the National Association of Insurance Commissioners and any supra-national bodies such as the European Union or the European Central Bank).

"**Group**" means, with respect to any Loan Party, its character as determined by its jurisdiction of organization, e.g., whether a U.S. Loan Party or a Loan Party organized in another jurisdiction.

"**Guarantee**" means, as to any Person, any (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); *provided* that the term "Guarantee" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Restatement Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" when used as a verb has a corresponding meaning.

"**Guarantors**" means, collectively, each U.S. Guarantor and each Foreign Guarantor.

"**Guaranty Agreement**" means and includes each of the U.S. Obligations Guaranty and the Foreign Obligations Guaranty.

“**Hazardous Materials**” means all materials, substances or wastes listed, classified, characterized or otherwise regulated under or defined in any Environmental Laws as “hazardous”, “toxic”, “explosive” or “radioactive”, or as a “pollutant” or contaminant (or terms of similar meaning or effect), including petroleum, its derivatives or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, and infectious or medical wastes.

“**Hedge Bank**” means any Person that, at the time it enters into a Swap Contract permitted hereunder, is a Lender, the Administrative Agent or an Arranger or the Affiliate of a Lender, the Administrative Agent or an Arranger in its capacity as a party to such Swap Contract.

“**Holdings**” has the meaning specified in the preamble to this Agreement.

“**Hong Kong Dollars**” means the lawful currency of Hong Kong.

“**Honor Date**” has the meaning specified in Section 2.03(c).

“**Immaterial Subsidiary**” means, at any date of determination, any Subsidiary or group of Subsidiaries of Holdings (other than any Borrower or any such group containing any Borrower) that (i) contributed, together with its Subsidiaries, less than 2.0% of Consolidated EBITDA for the Measurement Period most recently ended for which Holdings has delivered financial statements to the Administrative Agent prior to the date of determination, (ii) had consolidated total revenues of less than $40,000,000 on the date of the most recent balance sheet delivered by Holdings to the Administrative Agent and (iii) does not own any Equity Interests in any Loan Party.

“**Impacted Loan**” has the meaning specified in Section 3.03.

“**Increased Amount Date**” has the meaning specified in Section 2.14(a).

“**Incremental Borrowing**” means a borrowing of Incremental Revolving Loans or Incremental Term A Loans, as the context may require.

“**Incremental Capacity**” has the meaning specified in Section 2.14(a).

“**Incremental Facility**” means, at any time, as the context may require, (i) the aggregate amount of the Incremental Revolving Loan Lenders’ Incremental Revolving Commitments, and/or (ii) the aggregate amount of the Incremental Term Loan A Lenders’ Incremental Term Loan A Commitments and, in each case, but without duplication, the Credit Extensions made thereunder.

“**Incremental Joinder Agreement**” means an agreement in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“**Incremental Revolving Commitments**” has the meaning specified in Section 2.14.

“**Incremental Revolving Loan Lender**” has the meaning specified in Section 2.14.

“**Incremental Revolving Loans**” has the meaning specified in Section 2.14.

“**Incremental Term A Loans**” has the meaning specified in Section 2.14.

“**Incremental Term Loan A Commitments**” has the meaning specified in Section 2.14.

“**Incremental Term Loan A Lender**” has the meaning specified in Section 2.14.

“**Incremental Term Loan A Maturity Date**” means the date on which Incremental Term A Loans of a Series shall become due and payable in full hereunder, as specified in the applicable Incremental Joinder Agreement, including by acceleration or otherwise.

“**Incremental Term Loan Facility**” means, at any time, the aggregate amount of the Incremental Term Loan A Lenders’ Incremental Term Loan A Commitments at such time but without duplication, the Credit Extensions made thereunder.

“**Indebtedness**” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business and not past due for more than sixty (60) days after the date on which such trade account is payable (unless being contested in good faith and by appropriate proceedings) and (ii) earn-outs, hold-backs and other deferred payment of consideration in Permitted Acquisitions to the extent not required to be reflected as liabilities on the balance sheet of Holdings and its Subsidiaries in accordance with GAAP);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) Capital Leases and Synthetic Lease Obligations;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any Capital Lease or Synthetic Lease Obligation as of any date shall be deemed to be the amount of Attributable Indebtedness in

respect thereof as of such date. Notwithstanding anything to the contrary contained herein, Permitted Pension Withdrawal Liability shall not constitute Indebtedness.

"**Indemnified Liabilities**" has the meaning specified in Section 11.04(b).

"**Indemnified Taxes**" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"**Indemnitee**" has the meaning specified in Section 11.04(b).

"**Information**" has the meaning specified in Section 11.07.

"**Initial AUD Loan Amount**" has the meaning specified in Section 2.07(a).

"**Initial EUR Loan Amount**" has the meaning specified in Section 2.07(b).

"**Intangible Assets**" means assets that are considered to be intangible assets under GAAP, including customer lists, goodwill, computer software, copyrights, trade names, trademarks, service marks, trade dress, logos, domain names, patents, trade secrets, know-how, franchises, licenses, unamortized deferred charges, unamortized debt discount and capitalized research and development costs.

"**Interest Payment Date**" means, (a) as to any Eurodollar Rate Loan, Australian BBSR Rate Loan or Canadian BA Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the Facility under which such Loan was made; *provided, however,* that if any Interest Period for a Eurodollar Rate Loan, Australian BBSR Rate Loan or a Canadian BA Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan or Swing Line Loan, the last Business Day of each December, March, June and September and the Maturity Date of the Facility under which such Loan was made.

"**Interest Period**" means, as to each Eurodollar Rate Loan, Australian BBSR Rate Loan or Canadian BA Rate Loan, the period commencing on the date such Eurodollar Rate Loan or Canadian BA Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan, Australian BBSR Rate Loan or Canadian BA Rate Loan and ending on the date one, two, three or six months (or, if available to all Lenders, 12 months) thereafter, as selected by the applicable Borrower in its Committed Loan Notice or Conversion/Continuation Notice, as applicable; *provided* that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;

(c) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made; and

(d) the Interest Period for all Eurodollar Rate Borrowings made on the Third Restatement Date shall commence on the Third Restatement Date and end on March 31, 2017.

"**Interest Rate Determination Date**" means, with respect to any Interest Period, the date that is two (2) Business Days prior to the first day of such Interest Period.

"**Investment**" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"**IP Rights**" has the meaning specified in Section 5.18.

"**IRS**" means the United States Internal Revenue Service.

"**ISP**" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

"**Issuer Documents**" means with respect to any Letter of Credit, the Letter of Credit Application and any other document, agreement or instrument entered into by the L/C Issuer and a Borrower (or any Subsidiary) or in favor of the L/C Issuer relating to such Letter of Credit.

"**Japanese Pledge Agreement (All Obligations)**" means the Amended and Restated Japanese Pledge Agreement (All Obligations) (as defined in the Second Amendment).

"**Judgment Currency**" has the meaning specified in Section 11.19.

"**Junior Indebtedness**" has the meaning specified in Section 7.14.

"**L/C Advance**" means, with respect to each Revolving Credit Lender, such Lender's funding of its participation in any L/C Borrowing in accordance with its Applicable Revolving Credit Percentage.

"**L/C Borrowing**" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Revolving Credit Borrowing.

"**L/C Credit Extension**" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

"**L/C Issuer**" means with respect to the Existing Letters of Credit, Bank of America, and with respect to Letters of Credit issued hereunder on or after the Restatement Date, (i) Bank of America, (ii) any other Revolving Credit Lender that may become the L/C Issuer pursuant to Section 2.03(k), (iii) any successor issuer of Letters of Credit hereunder or (iv) collectively, all of the foregoing, in each case, in their respective capacities as issuers of letters of credit. Any reference herein to the L/C Issuer shall, in respect of any given Letter of Credit, refer to the issuer thereof.

"**L/C Obligations**" means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"**L/C Reserve Account**" has the meaning specified in Section 10.02(a).

"**Laws**" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"**Lender**" has the meaning specified in the preamble to this Agreement and, as the context may require, includes the Swing Line Lender.

"**Lending Office**" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify Holdings and the Administrative Agent.

"**Letter of Credit**" means any letter of credit issued hereunder providing for the payment of cash upon the honoring of a presentation thereunder and shall include the Existing Letters of Credit. A Letter of Credit may be a commercial letter of credit or a standby letter of credit (including a performance letter of credit or a financial letter of credit).

"**Letter of Credit Application**" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

"**Letter of Credit Expiration Date**" means the day that is five (5) Business Days prior to the Maturity Date then in effect for the Revolving Credit Facility (or, if such day is not a Business Day, the next preceding Business Day).

"**Letter of Credit Fee**" has the meaning specified in Section 2.03(h).

"**Letter of Credit Sublimit**" means, at any time, an amount equal to the lesser of the Revolving Credit Commitments at such time and the U.S. Dollar Equivalent of $75,000,000.

"**LIBOR Quoted Currency**" means each of the following currencies: U.S. Dollars; Euro; Pounds Sterling; Yen; and Swiss Franc; in each case as long as there is a published LIBOR rate with respect thereto.

"**Lien**" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"**Loan**" means an extension of credit by a Lender to a Borrower under Article 2 in the form of a Term A Loan, Revolving Credit Loan, a Swing Line Loan, an Incremental Revolving Loan or an Incremental Term A Loan.

"**Loan Documents**" means this Agreement, each Note, each Issuer Document, the U.S. Obligations Guaranty, the Foreign Obligations Guaranty, the Collateral Documents, each agreement to which any Loan Party is a party that expressly provides such agreement is a "Loan Document" (as defined in this Agreement) and each agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.15 of this Agreement.

"**Loan Parties**" means, collectively, each Borrower and each Guarantor.

"**Master Agreement**" has the meaning specified in the definition of "Swap Contract".

"**Master Assignment**" has the meaning specified in the Third Amendment to Amended and Restated Credit Agreement.

"**Material Acquisition**" means any Permitted Acquisition involving total consideration in excess of $200,000,000.

"**Material Adverse Effect**" means (a) any change, development, event, occurrence, effect or state of facts that, individually or in the aggregate with all such other changes, developments, events, occurrences, effects or states of facts is, or is reasonably expected to be, materially adverse to the business, financial condition or results of operations of Holdings and its Subsidiaries taken as a whole; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

"**Material Contract**" means, with respect to any Person, each contract to which such Person is a party involving aggregate consideration payable to or by such Person of $12,000,000 or more in any year or otherwise material to the business, condition (financial or otherwise), operations, performance, properties or prospects of such Person.

"**Maturity Date**" means (a) with respect to each of the Term A Facility and the Revolving Credit Facility, the earlier of (i) the date that is the fifth anniversary of the Third Restatement Date and (ii) the date that is one hundred and eighty (180) days prior to the maturity of the SpinCo Notes unless, at least one hundred and eighty (180) days prior to the maturity date of the SpinCo Notes, such notes are refinanced in full (A) pursuant to a Permitted Refinancing that has a maturity date at least one hundred and eighty (180) days after the date referred to in clause (a)(i) hereof or (B) with Incremental Term Loans incurred under Section 2.14 and (b) with respect to any Incremental Term A Loans, each Incremental Term Loan A Maturity Date applicable thereto; *provided, however,* that, in each case, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

"**Maximum Consolidated Leverage Ratio**" has the meaning specified in Section 7.11(a).

"**Maximum Rate**" has the meaning specified in Section 11.09.

"**Measurement Period**" means, at any date of determination, the most recently completed four fiscal quarters of Holdings.

“**Mexican Pledge Agreement (All Obligations)**” means the Stock Pledge Agreement, dated April 30, 2012, by and among GBC International, ACCO Mexicana, S.A. de C.V., a Foreign Subsidiary of Holdings, and Barclays Bank PLC, as administrative agent, as amended by the Amendment to Mexican Pledge Agreement (All Obligations) (as defined in the Second Amendment) and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Minor Acquisition**” means any investment by any Borrower or any Guarantor in the form of acquisitions of all or substantially all of the business or a line of business (whether by the acquisition of capital stock, assets or any combination thereof) of any other Person; *provided* that the total cash and non-cash consideration for such acquisition shall not exceed the greater of $20,000,000 and 0.75% of Consolidated Total Assets of Holdings.

“**MNPI**” has the meaning specified in Section 6.02.

“**Moody’s**” means Moody’s Investors Service, Inc. and any successor thereto.

“**Mortgage Policy**” has the meaning specified in the definition of “Collateral and Guaranty Requirements”.

“**Mortgaged Property**” means real property which becomes or became subject to a Mortgage pursuant to Section 4.01, Section 4.02 or Section 6.11 (or any predecessor Section in the Original Credit Agreement, the Amended and Restated Credit Agreement, or the Second Amended and Restated Credit Agreement, as applicable).

“**Mortgages**” means each U.S. Mortgage and Other Foreign Mortgage.

“**Multiemployer Plan**” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA to which Holdings or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years has made or been obligated to make contributions.

“**Multiple Employer Plan**” means a Plan which has two or more contributing sponsors (including Holdings or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

“**Net Cash Proceeds**” means with respect to any Disposition by Holdings or any of its Subsidiaries, or any Extraordinary Receipt received by or paid to or for the account of Holdings or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents), (B) the out-of-pocket expenses incurred (or reasonably expected to be incurred) by Holdings or such Subsidiary in connection with such transaction and (C) taxes reasonably estimated to be actually payable during the year that the relevant transaction occurred or the next succeeding year that are attributable to the relevant transaction, including any taxes payable as a result of any gain recognized in connection therewith (the “**cash proceeds**”); *provided* that, if the amount of any estimated taxes pursuant to subclause (C) exceeds the amount of taxes actually required to be paid in cash in respect of such Disposition, the aggregate amount of such excess shall be a reduction of the Taxes previously taken into account under subclause (C) for purposes of redetermining Net Cash Proceeds; *provided, further*, that if (other than in connection with a Disposition pursuant to Section 7.05(l)) (x) a Responsible Officer of Holdings shall deliver a certificate to the Administrative Agent

prior to the date on which a prepayment of the cash proceeds is required to be made with respect to any Disposition or Extraordinary Receipt hereunder stating that Holdings or any Subsidiary of Holdings intends to reinvest such cash proceeds in assets useful in the business of Holdings and its Subsidiaries within 365 days of receipt of such cash proceeds (*provided* that if, prior to the expiration of such 365-day period, Holdings, directly or through a Subsidiary, shall have entered into a binding agreement providing for such investment on or prior to the date that is 180 days after the expiration of such 365-day period, such 365-day period shall be extended to the date provided for such investment in such binding agreement) and (y) at the time of delivery of such certificate and at the time of the proposed reinvestment of such cash proceeds no Default shall have occurred and be continuing, such cash proceeds shall not constitute Net Cash Proceeds except to the extent not so reinvested by the end of such 365-day period (or such additional period, if applicable, provided for in the proviso to clause (x) above).

"**Net Equity Proceeds**" means, as at any date of determination, without duplication, an amount equal to any cash proceeds from a capital contribution to, or any cash proceeds from the issuance by Holdings of any common Equity Interests of Holdings (other than pursuant to any employee stock or stock option compensation plan or pursuant to any issuance permitted by Section 7.02(k) or Section 7.06(c)), net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result of such issuance or sale (after taking into account any available tax credit or deductions and any tax sharing arrangements), minus any portion of such amount used by Holdings and its Subsidiaries on or prior to such date of determination to make (1) Investments pursuant to Section 7.02(c)(v)(C)(3) or Section 7.02(o)(3), (2) Restricted Payments pursuant to Section 7.06(d)(3) or (3) payments of Junior Indebtedness pursuant to Section 7.14(c)(3).

"**NFIP**" has the meaning specified in the definition of "Collateral and Guaranty Requirements".

"**Non-Extension Notice Date**" has the meaning specified in Section 2.03(b)(iii).

"**Non-LIBOR Quoted Currency**" means any currency other than a LIBOR Quoted Currency.

"**Note**" means a Term A Note or Revolving Credit Note, as the context may require.

"**Notice**" has the meaning specified in Section 2.02(a).

"**Obligations**" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party (and, solely in the case of any Secured Hedge Agreement or Secured Cash Management Agreement, any Subsidiary that is not a Loan Party to the extent an obligor thereunder) arising under any Loan Document or otherwise with respect to any Loan, Letter of Credit, Secured Cash Management Agreement, Secured Hedge Agreement or Specified Supply Chain Agreement, in each case, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; *provided*, that at no time shall Obligations include any Excluded Swap Obligations.

"**OFAC**" has the meaning specified in Section 5.22.

"**Organization Documents**" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction, including any unanimous shareholder agreement or declaration relating to such

corporation); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction).

"**Original Closing Date**" means May 1, 2012.

"**Original Closing Date Refinancing**" means the repayment in full of all indebtedness, termination of all commitments to make extensions of credit under, and the termination and release of all guarantees and security interests provided in connection with the Prior Credit Agreement and the Senior Secured Notes (as defined in the Original Credit Agreement).

"**Original Closing Date Transaction**" means, collectively, (a) the consummation of the Original Closing Date Refinancing, (b) the consummation of the Merger (as defined in the Original Credit Agreement) and the Cash Dividend (as defined in the Original Credit Agreement), (c) the entering into by each Loan Party of the Loan Documents (in each case as defined in the Original Credit Agreement) to which they were a party, the incurrence of the loans under the Original Credit Agreement on the Original Closing Date and the use of proceeds thereof and (d) the payment of the fees and expenses incurred in connection with the consummation of the foregoing.

"**Original Closing Date Transaction Costs**" means (a) fees and expenses in connection with the Original Closing Date Transaction and (b) one-time cash charges incurred by Holdings and its Subsidiaries in connection with information technology restructuring and integration costs associated with the Merger (as defined in the Original Credit Agreement), separation, integration and/or consolidation of the SpinCo Business (as defined in the Separation Agreement (as defined in the Original Credit Agreement)) with Holdings and its Subsidiaries including, but not limited to, costs with respect to the personnel, assets and operations of Holdings and its Subsidiaries.

"**Original Effective Date**" means March 26, 2012.

"**Original Credit Agreement**" has the meaning specified in the recitals hereto.

"**Other Connection Taxes**" means, with respect to the Administrative Agent, any Lender or the L/C Issuer, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising solely from one or more of the following: such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"**Other Foreign Collateral Amount**" means, in the case of each Cash Management Bank party to any Secured Cash Management Agreement with any Foreign Loan Party or other Foreign Subsidiary, each Hedge Bank party to any Secured Hedge Agreement with any Foreign Loan Party or other Foreign Subsidiary and each Supply Chain Finance Bank party to any Specified Supply Chain Agreement with any Foreign Loan Party, if such Cash Management Agreement, Secured Hedge Agreement or Specified Supply Chain Agreement is secured by any Lien other than a Lien in favor of the Administrative Agent for the benefit of any or all of the Secured Parties, the fair market value of all property and assets in respect of each such Lien

(other than the Lien in favor of the Administrative Agent for the benefit of any or all of the Secured Parties) securing the Foreign Obligations in respect of the Secured Cash Management Agreements, Secured Hedge Agreements and Specified Supply Chain Agreements to which such Foreign Loan Party (or, in the case of Secured Cash Management Agreements and Secured Hedge Agreements, other Foreign Subsidiary) is a party; *provided* that to the extent any Foreign Obligations Secured Party fails to certify its Other Foreign Collateral Amount in accordance with the provisions of Section 9.11, such amount shall be deemed to equal the entire amount of the Foreign Obligations then due and owing and remaining unpaid to such Foreign Obligations Secured Party.

"**Other Foreign Mortgages**" has the meaning specified in the definition of "Collateral and Guaranty Requirements".

"**Other Foreign Pledge Agreement**" has the meaning specified in the definition of "Collateral and Guaranty Requirements".

"**Other Foreign Security Agreement**" has the meaning specified in the definition of "Collateral and Guaranty Requirements".

"**Other Pledgor**" has the meaning specified in the definition of "Collateral and Guaranty Requirements".

"**Other Taxes**" means all present or future stamp, court or documentary, recording, filing, mortgage or mortgage recording Taxes, any other excise or property Taxes, or similar Taxes arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, or enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document (but excluding any such Tax in respect of the assignment or transfer by any Lender of its rights or obligations under this Agreement or any other Loan Document (other than an assignment made pursuant to Section 11.13)).

"**Other U.S. Collateral Amount**" means, in the case of each Cash Management Bank party to any Secured Cash Management Agreement with any U.S. Loan Party or other Domestic Subsidiary, each Hedge Bank party to any Secured Hedge Agreement with any U.S. Loan Party or other Domestic Subsidiary and each Supply Chain Finance Bank party to any Specified Supply Chain Agreement with any U.S. Loan Party, if such Cash Management Agreement, Secured Hedge Agreement or Specified Supply Chain Agreement is secured by any Lien other than a Lien in favor of the Administrative Agent for the benefit of any or all of the Secured Parties, the fair market value of all property and assets in respect of each such Lien (other than the Lien in favor of the Administrative Agent for the benefit of any or all of the Secured Parties) securing the U.S. Obligations in respect of the Secured Cash Management Agreements, Secured Hedge Agreements and Specified Supply Chain Agreements to which such U.S. Loan Party (or, in the case of Secured Cash Management Agreements and Secured Hedge Agreements, other Domestic Subsidiary) is a party; *provided* that to the extent any U.S. Obligations Secured Party fails to certify its Other U.S. Collateral Amount in accordance with the provisions of Section 9.11, such amount shall be deemed to equal the entire amount of the U.S. Obligations then due and owing and remaining unpaid to such U.S. Obligations Secured Party.

"**Outstanding Amount**" means (a) with respect to Term Loans, Revolving Credit Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Term Loans, Revolving Credit Loans and Swing Line Loans, as the case may be, occurring on such date and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including

as a result of any reimbursements by any Borrower of Unreimbursed Amounts, in each case using the U.S. Dollar Equivalent of obligations denominated in an Alternative Currency.

"**Participant**" has the meaning specified in Section 11.06(d).

"**Participant Register**" has the meaning specified in Section 11.06(d).

"**PBGC**" means the Pension Benefit Guaranty Corporation.

"**Pension Act**" means the Pension Protection Act of 2006.

"**Pension Funding Rules**" means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, Section 412 of the Code and Section 302 of ERISA, each as in effect prior to the Pension Act and, thereafter, Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"**Pension Plan**" means any employee pension benefit plan (including Multiple Employer Plans, defined benefit plans or defined contribution plans) that is maintained or is contributed to by, or to which there is or may be an obligation to contribute by, Holdings and any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code or Section 302 of ERISA. For the avoidance of doubt, a Pension Plan shall not include a Foreign Pension Plan.

"**Permitted Acquisition**" means any investment by Holdings or any of its Subsidiaries (x) in the form of acquisitions of all or substantially all of the business or a line of business or a separate operation or (y) in a joint venture, including the acquisition of a third party's interest in an existing joint venture of any other Person (in each case, whether by the acquisition of capital stock, assets or any combination thereof) if:

(a) the Administrative Agent and the Lenders (or only the Administrative Agent with respect to any Minor Acquisition) shall receive written notice of such acquisition not less than twenty (20) days prior to closing (or not less than five (5) Business Days prior to closing with respect to any Minor Acquisition) together (except in the case of Minor Acquisitions) with a reasonable summary description of the relevant acquisition, *pro forma* projections and financial statements;

(b) the acquired entity, assets or operations shall be in a substantially similar line of business as Holdings and its Subsidiaries, or a line of business reasonably related thereto;

(c) the board of directors of the acquired company shall have approved the acquisition prior to closing (except in the case of an acquisition of a Subsidiary of an entity, or of assets of an entity);

(d) at the time of and immediately after giving effect to any such proposed acquisition Holdings shall be in compliance with the financial covenant set forth in Section 7.11(a) on a *pro forma* basis; *provided* that, for purposes of determining *pro forma* compliance with Section 7.11(a), each applicable Maximum Consolidated Leverage Ratio set forth in Section 7.11(a) shall be deemed for purposes of this clause (d) to be 0.25:1.00 less than the ratio actually set forth in Section 7.11(a);

(e) the aggregate amount of such Investments made by Loan Parties in Persons that do not become U.S. Loan Parties shall not, when combined with the aggregate amount of Investments made pursuant to Section 7.02(e)(ii) used to consummate Permitted Acquisitions of Persons that do not become U.S. Loan Parties, exceed the greater of (i) $500,000,000 and (ii) 15.0% of Consolidated Total Assets of Holdings and its Subsidiaries;

(f) Holdings shall deliver to the Administrative Agent and the Lenders, at least five (5) Business Days prior to closing, a certificate of a Responsible Officer evidencing *pro forma* compliance with the financial covenants set forth in Section 7.11 (both before and after giving effect to the proposed acquisition) as set forth in clause (d) above and certifying compliance with the other requirements of this definition; and

(g) no Default or Event of Default shall have occurred and be continuing as of the closing date of the proposed acquisition.

"**Permitted Liens**" means those Liens permitted pursuant to Section 7.01.

"**Permitted Pension Withdrawal Liability**" means any liability by Holdings or any of its Subsidiaries under applicable law on account of the complete or partial termination of a Pension Plan or Foreign Pension Plan or the complete or partial withdrawal of any participating employer therein which does not constitute an ERISA Event or Foreign Pension Plan Event.

"**Permitted Refinancing**" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; *provided* that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the remaining Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) at the time thereof, no Default or Event of Default shall have occurred and be continuing, (d) if such Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended, (e) if such Indebtedness being modified, refinanced, refunded, renewed or extended is secured, the terms and conditions relating to collateral of any such modified, refinanced, refunded, renewed or extended indebtedness, taken as a whole, are not materially less favorable to the Loan Parties or the Lenders than the terms and conditions with respect to the collateral for the Indebtedness being modified, refinanced, refunded, renewed or extended, taken as a whole (and the Liens on any collateral securing any such modified, refinanced, refunded, renewed or extended Indebtedness shall have the same (or lesser) priority relative to the Liens on the collateral securing the Obligations), (f) the terms and conditions (excluding as to collateral, subordination, interest rate and redemption premium) of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, shall not be materially less favorable to the Loan Parties than the Indebtedness being modified, refinanced, refunded, renewed or extended, taken as a whole, (g) if such Indebtedness being modified, refinanced, refunded, renewed or extended was unsecured, such modification, refinancing, refunding, renewal or extension shall also be unsecured and (h) such modification, refinancing, refunding, renewal or

extension is incurred by one or more Persons who is an obligor of the Indebtedness being modified, refinanced, refunded, renewed or extended.

"**Permitted Supply Chain Financing**" has the meaning specified in Section 7.03(s).

"**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"**Plan**" means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of Holdings or any ERISA Affiliate or any such Plan to which Holdings or any ERISA Affiliate is required to contribute on behalf of any of its employees. A Plan shall not include a Foreign Pension Plan.

"**Platform**" has the meaning specified in Section 6.02.

"**Pledge Agreement**" shall mean each of the U.S. Pledge Agreement, the Japanese Pledge Agreement (All Obligations), the Mexican Pledge Agreement (All Obligations), the Canadian Pledge Agreements, the Swedish Pledge Agreement, the U.K. Pledge Agreement and each other pledge agreement required to be delivered to the Administrative Agent pursuant to the Collateral and Guaranty Requirements.

"**Pounds Sterling**" and "**GBP**" means the lawful currency of the United Kingdom of Great Britain and Northern Ireland.

"**PPSA**" means the Personal Property Securities Act 2009 (*Cth*).

"**PPS Law**" means (a) the PPSA, (b) any regulation or subordinated legislation made under or corresponding to the PPSA, and (c) any amendments made at any time to any other legislation, regulation or subordinated legislation as a consequence of the PPSA or any regulation or subordinated legislation made under or corresponding to the PPSA.

"**Preferred Equity**", as applied to the Equity Interests of any Person, shall mean Equity Interests of such Person (other than common Equity Interests of such Person) of any class or classes (however designed) that ranks prior, as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation, dissolution or winding up of such Person, to shares of Equity Interests of any other class of such Person, and shall include any Qualified Preferred Stock of Holdings.

"**Prepayment Notice**" means a notice of the optional prepayment of Term Loans and/or Revolving Credit Loans pursuant to Section 2.05(a), which shall be in substantially the form of Exhibit A-4 or any other form approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the applicable Borrower.

"**Prime Rate**" means the rate of interest *per annum* publicly announced from time to time by Bank of America as its reference rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by Bank of America in connection with extensions of credit to debtors) (any change in such rate announced by the Administrative Agent shall take effect at the opening of business on the day specified in the public announcement of such change).

"**Prior Credit Agreement**" means the Syndicated Facility Agreement – ABL Revolving Facility, dated as of September 30, 2009, among Holdings, certain subsidiaries of Holdings party thereto, the lenders

from time to time party thereto, Deutsche Bank AG New York Branch, as administrative agent and collateral agent, and the other parties thereto (as amended, restated, supplemented or otherwise modified through and including the Original Closing Date).

"**Pro Rata Obligations**" means the Loans and the Letters of Credit.

"**Proceeds**" shall mean all "proceeds" as such term is defined in the UCC and in any event shall also include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Administrative Agent or any Loan Party from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to any Loan Party from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any person acting under color of Governmental Authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"**Public Lender**" has the meaning specified in Section 6.02.

"**Qualified Preferred Stock**" shall mean any Preferred Equity of Holdings so long as the terms of any such Preferred Equity (v) do not contain any mandatory put, redemption, repayment, sinking fund or other similar provision prior to the one year anniversary of the latest Maturity Date, (w) do not require the cash payment of dividends or distributions that would otherwise be prohibited by the terms of this Agreement or any other agreement or contract of Holdings, or its Subsidiaries, (x) do not contain any covenants (other than periodic reporting requirements), (y) do not grant the holders thereof any voting rights except for (I) voting rights required to be granted to such holders under applicable law and (II) limited customary voting rights on fundamental matters such as mergers, consolidations, sales of all or substantially all of the assets of Holdings, or liquidations involving Holdings and (z) are otherwise reasonably satisfactory to the Administrative Agent.

"**Qualified Receivables Transaction**" means any transaction or series of transactions that may be entered into by Holdings or any Subsidiary pursuant to which Holdings or any such Subsidiary may sell, convey or otherwise transfer to a Receivables Subsidiary (in the case of a transfer by Holdings or any Subsidiary) or to any Special Purpose Vehicle (in the case of a transfer by a Receivables Subsidiary), or may grant (or cause a Receivables Subsidiary or Special Purpose Vehicle to grant) a security interest in, any Receivables Program Assets (whether existing on the Third Restatement Date or arising thereafter); provided that: (1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of a Receivables Subsidiary or Special Purpose Vehicle (a) is Guaranteed by Holdings or any Subsidiary (other than a Receivables Subsidiary), excluding Guarantees of obligations pursuant to Standard Securitization Undertakings, (b) is recourse to or obligates Holdings or any Subsidiary (other than a Receivables Subsidiary) in any way other than pursuant to Standard Securitization Undertakings or (c) subjects any property or asset of Holdings or any Subsidiary (other than a Receivables Subsidiary), directly or indirectly, contingently or otherwise, to the satisfaction of obligations incurred in such transactions, other than pursuant to Standard Securitization Undertakings; (2) neither Holdings nor any Subsidiary (other than a Receivables Subsidiary) has any material contract, agreement, arrangement or understanding with a Receivables Subsidiary or a Special Purpose Vehicle other than on terms no less favorable to Holdings or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of Holdings, other than fees payable in the ordinary course of business in connection with servicing accounts receivable; and (3) Holdings and its Subsidiaries (other than a Receivables Subsidiary) do not have any obligation to maintain or preserve the financial condition of a Receivables Subsidiary or a Special Purpose Vehicle or cause such entity to achieve certain levels of operating results other than Standard Securitization Undertakings; provided, however, that

the aggregate outstanding principal amount of Indebtedness incurred by all Receivables Subsidiaries pursuant to all Qualified Receivables Transactions shall not at any time exceed the greater of (x) $60,000,000 and (y) 2.00% of Consolidated Total Assets of Holdings.

"**Quarterly Financial Statements**" means the unaudited consolidated balance sheets of Holdings and its respective Subsidiaries and the related statements of income, Stockholders' Equity and cash flows for each fiscal quarter subsequent to the most recent Annual Financial Statements of Holdings and its respective Subsidiaries ended at least forty-five (45) days prior to the Third Restatement Date meeting the requirements of SEC Regulation S-X of the Securities Exchange Act of 1934, as amended (all of which shall have been reviewed by the independent accountants for Holdings as provided in Statement on Auditing Standards No. 100).

"**Real Estate Opinion**" has the meaning provided in the definition of "Collateral and Guaranty Requirements".

"**Real Property Reports**" has the meaning provided in the definition of "Collateral and Guaranty Requirements".

"**Receivables**" means all rights of Holdings or any of its Subsidiaries (other than a Receivables Subsidiary) to payments (whether constituting accounts, chattel paper, instruments, general intangibles or otherwise, and including the right to payment of any interest or finance charges), which rights are identified in the accounting records of Holdings or such Subsidiary as accounts receivable.

"**Receivables Documents**" means: (1) one or more receivables purchase agreements, pooling and servicing agreements, credit agreements, agreements to acquire undivided interests or other agreements to transfer or obtain loans or advances against, or create a security interest in, Receivables Program Assets, in each case entered into by Holdings, a Subsidiary and/or a Receivables Subsidiary, and (2) each other instrument, agreement and other document entered into by Holdings, a Subsidiary or a Receivables Subsidiary relating to the transactions contemplated by the agreements referred to in clause (a) above.

"**Receivables Program Assets**" means: (1) all Receivables which are described as being transferred by Holdings, a Subsidiary or a Receivables Subsidiary pursuant to the Receivables Documents; (2) all Receivables Related Assets in respect of Receivables described in clause (1); and (3) all collections (including recoveries) and other proceeds of the assets described in the foregoing clauses.

"**Receivables Program Obligations**" means Indebtedness and other obligations owing in respect of notes, trust certificates, undivided interests, partnership interests or other interests sold, issued and/or pledged, or otherwise incurred, in connection with a Qualified Receivables Transaction; and related obligations of Holdings, a Subsidiary or a Special Purpose Vehicle (including Standard Securitization Undertakings).

"**Receivables Related Assets**" means: (1) any rights arising under the documentation governing or relating to Receivables (including rights in respect of Liens securing such Receivables and other credit support in respect of such Receivables); (2) any proceeds of such Receivables and any lockboxes or accounts in which such proceeds are deposited; (3) spread accounts and other similar accounts (and any amounts on deposit therein) established in connection with a Qualified Receivables Transaction; (4) any warranty, indemnity, dilution and other intercompany claim arising out of Receivables Documents; and (5) other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable.

"**Receivables Repurchase Obligation**" means any obligation of Holdings or a Subsidiary (other than a Receivables Subsidiary) in a Qualified Receivables Transaction to repurchase receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a Receivable or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to Holdings or a Subsidiary (other than a Receivables Subsidiary).

"**Receivables Subsidiary**" means a special purpose wholly-owned Subsidiary created by Holdings or any Subsidiary in connection with the transactions contemplated by a Qualified Receivables Transaction, which Subsidiary engages in no activities other than those incidental to such Qualified Receivables Transaction and which is designated as a Receivables Subsidiary by Holdings' Board of Directors. Any such designation by the Board of Directors shall be evidenced by filing with the Administrative Agent of a board resolution of Holdings giving effect to such designation and an officers' certificate certifying, to the best of such officers' knowledge and belief after consulting with counsel, that such designation, and the transactions in which the Receivables Subsidiary will engage, comply with the requirements of the definition of Qualified Receivables Transaction.

"**Refinanced Term Loans**" has the meaning specified in Section 11.01(d).

"**Register**" has the meaning specified in Section 11.06(c).

"**Related Parties**" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"**Release**" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration into or through the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material) or into or out of any property owned, leased or operated by such person.

"**Replacement Term Loans**" has the meaning specified in Section 11.01(d).

"**Reportable Event**" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the thirty (30) day notice period has been waived.

"**Request for Credit Extension**" means (a) with respect to a Borrowing, conversion or continuation of Term A Loans or Revolving Credit Loans, a Committed Loan Notice or Conversion/Continuation Notice, as applicable, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

"**Required Incremental Term Loan A Lenders**" means, as of any date of determination, with respect to each Series of Incremental Term A Loans, Incremental Term Loan A Lenders holding more than 50% of such Series on such date; *provided* that the portion of the Incremental Facility held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Incremental Term Loan A Lenders.

"**Required Lenders**" means, as of any date of determination, Lenders holding more than 50% of the sum of the (a) Total Outstandings (with the aggregate amount of each Revolving Credit Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; *provided* that the unused Revolving Credit Commitment of, and the portion of the Total

Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"**Required Revolving Credit Lenders**" means, as of any date of determination, Revolving Credit Lenders holding more than 50% of the sum of the (a) Total Revolving Credit Outstandings (with the aggregate amount of each Revolving Credit Lender's risk participation and funded participation in Swing Line Loans and L/C Obligations being deemed "held" by such Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; *provided* that the unused Revolving Credit Commitment of, and the portion of the Total Revolving Credit Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Credit Lenders.

"**Required Secured Parties**" means (1) at any time prior to the date upon which (a) the Aggregate Commitments have been permanently and irrevocably terminated, (b) all Obligations (other than (x) contingent indemnification obligations as to which no claim has been asserted and (y) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements) have been paid in full and (c) all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made) have expired or been terminated, the Required Lenders (or such greater number of Lenders as may be required by Section 11.01) and (2) at any time thereafter and prior to the Discharge of Obligations, the holders of a majority of the sum of (i) the aggregate Swap Termination Value under the Secured Hedge Agreements and (ii) the aggregate outstanding amount of all Obligations then due and payable under the Secured Cash Management Agreements, in each case with respect to the foregoing clauses (i) and (ii) as of the date that is three (3) Business Days prior to the date in question.

"**Required Term A Lenders** " means, as of any date of determination, Term A Lenders holding more than 50% of the Term A Facility on such date; *provided* that the portion of the Term A Facility held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Term A Lenders.

"**Responsible Officer**" means the chief executive officer, president, chief financial officer, chief accounting officer, treasurer, assistant treasurer or controller of a Loan Party or, to the extent such Person is permitted to take any applicable action pursuant to the Organization Documents of such Loan Party, a director or other authorized signatory of such Loan Party and, solely for purposes of notices given pursuant to Article 2, any other officer or employee of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party. To the extent requested by the Administrative Agent, each Responsible Officer will provide an incumbency certificate and to the extent requested by the Administrative Agent, appropriate authorization documentation, in form and substance satisfactory to the Administrative Agent.

"**Restatement Date**" means the date on which the conditions set forth in Section III of the Second Amendment have been satisfied or waived.

"**Restatement Date Transaction Costs**" means fees and expenses in connection with the Restatement Date Transactions.

“**Restatement Date Transactions**” means (i) the prepayment in full of the aggregate principal amount of the Term B Loans (as defined in the Original Credit Agreement) outstanding immediately prior to the effectiveness of the Second Amendment, (ii) the prepayment in full of the aggregate principal amount of the Term A Loans (as defined in the Original Credit Agreement) outstanding immediately prior to the effectiveness of the Second Amendment, other than that portion of the U.S. Dollar Term A Loans (as defined in the Original Credit Agreement) that is exchanged for a like principal amount of Term A Loans (as defined in the Amended and Restated Credit Agreement), and (iii) the repayment in full of the aggregate principal amount of any Revolving Credit Loans (as defined in the Original Credit Agreement) outstanding immediately prior to the effectiveness of the Second Amendment and the termination of all commitments to make extensions of credit under the Revolving Credit Facilities (as defined in the Original Credit Agreement) in effect immediately prior to the effectiveness of the Second Amendment, other than that portion of Revolving Credit Commitments (as defined in the Original Credit Agreement) that is exchanged for a like principal amount of Revolving Credit Commitments (as defined in the Amended and Restated Credit Agreement).

“**Restatement Engagement Letter**” means that certain Engagement Letter, dated as of April 11, 2013, among Holdings, Merrill Lynch, Pierce, Fenner and Smith Incorporated and Bank of America, as amended, amended and restated, supplemented or otherwise modified from time to time.

“**Restatement Financial Projections**” means the consolidated forecasted balance sheet and statements of income and cash flows of Holdings and its Subsidiaries in the most recent form provided to the Administrative Agent by Holdings prior to the Restatement Date.

“**Restricted Payment**” means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to any Person’s stockholders, partners or members (or the equivalent or any thereof) or any option, warrant or other right to acquire any such dividend or other distribution or payment.

“**Revaluation Date**” means (a) with respect to any Loan denominated in an Alternative Currency, the first day of each Interest Period; and (b) with respect to any Letter of Credit denominated in an Alternative Currency, each of the following: (i) each date of issuance of such Letter of Credit, (ii) each date of an amendment of such Letter of Credit having the effect of increasing the amount thereof (solely with respect to the increased amount), (iii) each date of payment by the L/C Issuer under such Letter of Credit and (iv) such additional dates as the Administrative Agent or the L/C Issuer shall determine or the Required Revolving Credit Lenders shall require.

“**Revolving Credit Borrowers**” means, collectively, each U.S. Revolving Credit Borrower and each Foreign Borrower that becomes a borrower under the Revolving Credit Facility pursuant to Section 1.09.

“**Revolving Credit Borrowing**” means a borrowing consisting of one or more simultaneous Revolving Credit Loans of the same Type and, in the case of Eurodollar Rate Loans, Australian BBSR Rate Loan or Canadian BA Rate Loan, having the same Interest Period made pursuant to Section 2.01(c).

“**Revolving Credit Commitment**” means, as to each Revolving Credit Lender, its obligation to make Revolving Credit Loans to the Borrower pursuant to Section 2.01(c) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Revolving Credit Commitment” or opposite such caption in the Assignment and Assumption or Master Assignment pursuant to which such Lender becomes a party hereto, as applicable, as

such amount may be adjusted from time to time in accordance with this Agreement. As of the Third Restatement Date, the aggregate amount of the Revolving Credit Commitments of all Revolving Credit Lenders is $400,000,000 (or the U.S. Dollar Equivalent thereof).

"**Revolving Credit Facility**" means, at any time, the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments at such time and the Credit Extensions made thereunder.

"**Revolving Credit Lender**" means, at any time, any Lender that has Revolving Credit Commitment at such time or that has Revolving Credit Loans or risk participations in Swing Line Loans or L/C Obligations, in each case, outstanding at such time.

"**Revolving Credit Loan**" has the meaning specified in Section 2.01(c).

"**Revolving Credit Note**" means a promissory note made by a Revolving Credit Borrower in favor of a Revolving Credit Lender evidencing Revolving Credit Loans made by such Revolving Credit Lender, in substantially the form of Exhibit B.

"**S&P**" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

"**Same Day Funds**" means (a) with respect to disbursements and payments in U.S. Dollars, immediately available funds and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds as may be reasonably determined by the Administrative Agent or the L/C Issuer, as the case may be, to be customary in the place of disbursement or payment for the settlements of international banking transactions in the relevant Alternative Currency.

"**SEC**" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"**Second Amended and Restated Credit Agreement**" has the meaning specified in the recitals to this Agreement.

"**Second Amendment**" means the Second Amendment to the Credit Agreement, entered into as of May 13, 2013, by and among Holdings, certain Subsidiaries of Holdings party thereto, Barclays Bank PLC, as Existing Administrative Agent (as defined therein), Bank of Montreal, as Existing Multicurrency Administrative Agent (as defined therein), the Required Lenders and Consenting Lenders (each, as defined therein) and Bank of America, as the New Administrative Agent (as defined therein).

"**Second Amendment and Additional Borrower Consent**" means that certain Second Amendment and Additional Borrower Consent among Administrative Agent, Lenders, and Borrowers dated as of May 1, 2016.

"**Second Amendment Effective Date**" has the meaning assigned to the term "Effective Date" in the Second Amendment and Additional Borrower Consent.

"**Second Repayment Year**" has the meaning specified in Section 2.07(a).

"**Second Restatement Date**" means the date on which the conditions set forth in Section IV of the Third Amendment to Amended and Restated Credit Agreement have been satisfied or waived.

“**Second Restatement Date Transaction Costs**” means fees and expenses in connection with the Second Restatement Date Transactions.

“**Second Restatement Date Transactions**” means (i) the continuation of the entire outstanding principal amount of the Term A Loans (as defined in the Amended and Restated Credit Agreement) outstanding immediately prior to the effectiveness of the Third Amendment to Amended and Restated Credit Agreement, (ii) the making of additional Term A Loans pursuant to the second sentence of Section 2.01(a) of the Second Amended and Restated Credit Agreement, (iii) the continuation of the entire outstanding principal amount of the Revolving Loans (as defined in the Amended and Restated Credit Agreement) and Revolving Credit Commitments outstanding immediately prior to the Second Restatement Date and (iv) the extension of additional Revolving Credit Commitments, in each case on the terms and subject to the conditions set forth in the Third Amendment to Amended and Restated Credit Agreement.

“**Second Restatement Financial Projections**” means the consolidated forecasted balance sheet and statements of income and cash flows of Holdings and its Subsidiaries in the most recent form provided to the Administrative Agent by Holdings prior to the Second Restatement Date.

“**Secured Cash Management Agreement**” means any Cash Management Agreement that is entered into by and between any Loan Party or any Subsidiary and any Cash Management Bank.

“**Secured Hedge Agreement**” means any interest rate, currency or commodities Swap Contract permitted under this Agreement that is entered into by and between a Loan Party or any Subsidiary and any Hedge Bank.

“**Secured Parties**” means, (i) the U.S. Obligations Secured Parties, (ii) the Foreign Obligations Secured Parties or (iii) collectively, all of the foregoing, as the context may require.

“**Securities Accounts**” means “securities accounts” as such term is defined in the UCC and “securities accounts” as such term is defined in the STA.

“**Seller’s Retained Interest**” means the debt or equity interests held by Holdings or any Subsidiary in a Receivables Subsidiary to which Receivables Program Assets have been transferred, including any such debt or equity received as consideration for or as a portion of the purchase price for the Receivables Program Assets transferred, or any other instrument through which Holdings or any Subsidiary has rights to or receives distributions in respect of any residual or excess interest in the Receivables Program Assets.

“**Senior Managing Agents**” means PNC Bank, National Association and Keybank National Association, in their capacities as senior managing agents.

“**Senior Secured Leverage Ratio**” means, with respect to any Measurement Period, the ratio of (a) Consolidated Senior Secured Debt (net of Unrestricted Cash of Holdings and its Subsidiaries not exceeding $75,000,000) to (b) Consolidated EBITDA for such Measurement Period, in each case for Holdings and its Subsidiaries.

“**Series**” has the meaning specified in Section 2.14(a).

“**Solvent**” and “**Solvency**” mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as

they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"**Special Notice Currency**" means at any time an Alternative Currency, other than the currency of a country that is a member of the Organization for Economic Cooperation and Development at such time located in North America or Europe.

"**Special Purpose Vehicle**" means a trust, partnership or other special purpose Person established by Holdings and/or any of its Subsidiaries to implement a Qualified Receivables Transaction.

"**Specified Brazilian Tax Payment**" means any payment of taxes (including interest and penalties in connection therewith) in connection with that certain goodwill tax assessment issued on December 19, 2012 or any other subsequent assessment based on substantially similar allegations or claims by the Federal Revenue Department (Brazil) against Tilibra in an amount not to exceed, in the aggregate, the U.S. Dollar Equivalent of BRL111,000,000.

"**Specified Supply Chain Agreement**" shall have the meaning specified in the definition of "Specified Supply Chain Obligations".

"**Specified Supply Chain Obligations**" means the due and punctual payment and performance of all obligations of each Loan Party to any Supply Chain Finance Bank under any Permitted Supply Chain Financing, with respect to the security interests granted pursuant to the Collateral Documents, to the extent the documentation for such obligations specifically provides that such Supply Chain Finance Bank is entitled to the benefit of the security interests granted pursuant to the Collateral Documents or, with respect to guarantees provided pursuant to the Guaranty Agreements, unless the documentation for such specifically provides that such Supply Chain Finance Bank is not entitled to the benefit of the guarantees provided pursuant to the Guaranty Agreements; *provided, however*, that the Permitted Supply Chain Financing arrangements entered, or to be entered, into by one or more of the Loan Parties and any Supply Chain Finance Bank shall not constitute Specified Supply Chain Obligations and shall not be secured pursuant to any Collateral Documents unless expressly authorized by Holdings in a writing delivered to Agent (such documentation, a "**Specified Supply Chain Agreement**").

"**SpinCo**" means Monaco SpinCo Inc., a Delaware corporation and any permitted successor thereto, including Holdings.

"**SpinCo Closing Date**" means April 30, 2012.

"**SpinCo Notes**" means the senior notes of SpinCo due 2020, in an aggregate principal amount not to exceed $500,000,000 outstanding under the SpinCo Notes Indenture.

"**SpinCo Notes Documents**" means the SpinCo Notes Indenture, the SpinCo Notes and each other document or agreement relating to the issuance of the SpinCo Notes.

"**SpinCo Notes Indenture**" means the indenture dated as of April 30, 2012, by and among SpinCo, as issuer, the guarantors named therein, and Wells Fargo Bank, National Association, as trustee, under which the SpinCo Notes are issued.

"**Spot Rate**" for a currency means the rate determined by the Administrative Agent or the L/C Issuer, as applicable, to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date specified; *provided* that the Administrative Agent or the L/C Issuer may obtain such spot rate from another financial institution designated by the Administrative Agent or the L/C Issuer if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency and *provided further* that the L/C Issuer may use such spot rate quoted on the date as of which the foreign exchange computation is made in the case of any Letter of Credit denominated in an Alternative Currency.

"**Standard Securitization Undertakings**" means representations, warranties, covenants, performance guarantees and indemnities entered into by Holdings or any Subsidiary of Holdings which, in the good faith judgment of the board of directors of the appropriate company, are reasonably customary for the applicable jurisdiction in an accounts receivable transaction, including any Receivables Repurchase Obligation.

"**Stockholders' Equity**" means, as of any date of determination, consolidated stockholders' equity of Holdings and its Subsidiaries as of that date determined in accordance with GAAP.

"**Subsidiary**" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise Controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "**Subsidiary**" or to "**Subsidiaries**" shall refer to a Subsidiary or Subsidiaries of Holdings.

"**Supply Chain Finance Bank**" means any Person that, at the time it enters into any Specified Supply Chain Agreement, is a Lender, the Administrative Agent or an Arranger or the Affiliate of a Lender, the Administrative Agent or an Arranger in its capacity as a party to such Permitted Supply Chain Financing.

"**Survey**" has the meaning provided in the definition of "Collateral and Guaranty Requirements".

"**Swap Contract**" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other similar master agreement relating to a transaction described in clause (a) (any such master agreement, together with any related schedules, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement.

"**Swap Obligation**" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"**Swap Termination Value**" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a), the termination value(s) that would be owing in accordance with the terms of such Swap Contracts were such Swap Contracts closed out on the applicable date of determination with the Loan Party or Subsidiary party thereto as the sole defaulting party or sole affected party thereunder.

"**Swedish Pledge Agreement"** means the Amended and Restated Swedish Pledge Agreement (as defined in the Second Amendment).

"**Swing Line Borrowing**" means a borrowing of a Swing Line Loan pursuant to Section 2.04.

"**Swing Line Lender**" means Bank of America in its capacity as provider of Swing Line Loans or any successor swing line lender hereunder.

"**Swing Line Loan**" has the meaning specified in Section 2.04(a).

"**Swing Line Loan Notice**" means a notice of a Swing Line Borrowing pursuant to Section 2.04(b), which shall be in substantially the form of Exhibit A-3 or any other form approved by the Administrative Agent and the Swing Line Lender (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the applicable Borrower.

"**Swing Line Loan Prepayment Notice**" means a notice of a prepayment of a Swing Line Loan pursuant to Section 2.05(a)(ii), which shall be in substantially the form of Exhibit A-5 or any other form approved by the Administrative Agent and the Swing Line Lender.

"**Swing Line Sublimit**" means an amount equal to $40,000,000. The Swing Line Sublimit is part of, and not in addition to, the Revolving Credit Facility.

"**Syndication Agent**" mean Wells Fargo Bank, National Association, in its capacity as syndication agent.

"**Synthetic Lease Obligation**" means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions) creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as indebtedness of such Person (without regard to accounting treatment).

"**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Term A Borrower**" means an Australian Dollar Term A Borrower or a Euro Term A Borrower.

"**Term A Borrowing**" means an Australian Dollar Term A Borrowing or a Euro Term A Borrowing.

“**Term A Commitment**” means an Australian Dollar Term A Commitment or a Euro Term A Commitment.

“**Term A Facility**” means the Australian Dollar Term A Facility or the Euro Term A Facility.

“**Term A Installment Payment Date**” means any Australian Dollar Term A Installment Payment Date or any Euro Term A Installment Payment Date.

“**Term A Lender**” means an Australian Dollar Term A Lender or a Euro Term A Lender.

“**Term A Loan**” means any Australian Dollar Term A Loan or Euro Term A Loan.

“**Term A Note**” means any Australian Dollar Term A Note or Euro Term A Note.

“**Term Lender**” means a Term A Lender or an Incremental Term Loan A Lender.

“**Term Loan**” means a Term A Loan or an Incremental Term A Loan.

“**Third Amendment to Amended and Restated Credit Agreement**” means the Third Amendment to Amended and Restated Credit Agreement, dated as of April 28, 2015, among Holdings, the Administrative Agent, the Guarantors and the Lenders (as defined in the Amended and Restated Credit Agreement) and other financial institutions party thereto.

“**Third Amendment**” means the Third Amendment to the Second Amended and Restated Credit Agreement, entered into as of October 21, 2016, by and among Holdings, certain Subsidiaries of Holdings party thereto, the Required Lenders and Consenting Lenders (each, as defined therein) and Bank of America, as the Administrative Agent (as defined therein).

“**Third Restatement Date**” means the date on which the conditions set forth in Section IV of the Third Amendment have been satisfied or waived.

“**Third Restatement Date Transaction Costs**” means fees and expenses in connection with the Third Restatement Date Transactions.

“**Third Restatement Date Transactions**” means (x) the repayment, in full, of the existing Term A Loans (as defined in the Second Amended and Restated Credit Agreement) other than the Series AUD Incremental Term A Loans (as defined in the AUD Incremental Joinder Agreement) on the Third Restatement Date, (y)(i) the prepayment of a portion of the Series AUD Incremental Term A Loans, (ii) the continuation of the remaining portion of the Series AUD Incremental Term A Loans as Australian Dollar Term A Loans (as defined below) on the terms set forth in this Agreement, (iii) the establishment of a tranche of Euro-denominated Term A Loans in the form of the Euro Term A Loans, (iv) the continuation of the Revolving Credit Facility (as defined below) as amended and restated by this Agreement and (v) the establishment of additional Revolving Credit Commitments, in each case on the terms and subject to the conditions set forth in the Third Amendment and (z) the consummation of the Acquisition.

“**Third Restatement Engagement Letter**” means that certain Engagement Letter, dated as of June 7, 2016, among Holdings and Merrill Lynch, Pierce, Fenner and Smith Incorporated, as amended, amended and restated, supplemented or otherwise modified from time to time.

"**Third Restatement Fee Letter**" means that certain Amended and Restated Fee Letter, dated as of August 10, 2016, among Holdings, Merrill Lynch, Pierce, Fenner and Smith Incorporated and Bank of America, as amended, amended and restated, supplemented or otherwise modified from time to time.

"**Third Restatement Financial Projections**" means the consolidated forecasted balance sheet and statements of income and cash flows of Holdings and its Subsidiaries in the most recent form provided to the Administrative Agent by Holdings prior to the Third Restatement Date.

"**Threshold Amount**" means $40,000,000.

"**Ticking Fee Payment Date**" has the meaning specified in Section 2.09(c).

"**Tilibra**" means Tilibra Produtos de Papelaria Ltda., a Subsidiary of Holdings.

"**Total Outstandings**" means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

"**Total Revolving Credit Outstandings**" means the aggregate Outstanding Amount of all Revolving Credit Loans, Swing Line Loans and L/C Obligations.

"**Type**" means, with respect to a Loan, its character as determined with regard to the interest rate applicable thereto, e.g., whether a Base Rate Loan, a Eurodollar Rate Loan, an Australian BBSR Rate Loan or a Canadian BA Rate Loan.

"**U.K. Pledge Agreement**" means the Security Deed Relating to Partnership Interests, dated as of April 30, 2012, by and among ACCO Brands International, Inc., a Delaware corporation and Subsidiary of Holdings, ACCO Europe International Holdings, LLC, a Delaware limited liability company and Subsidiary of Holdings, and Barclays Bank PLC, as administrative agent.

"**U.S. Borrower Obligations**" means all Obligations owing to the Administrative Agent, the L/C Issuer or any Lender by any U.S. Borrower.

"**U.S. Borrowers**" shall have the meaning specified in the preamble of this Agreement.

"**U.S. Collateral Documents**" means the collective reference to (a) the U.S. Security Agreement, the U.S. Pledge Agreement, the U.S. Mortgages, each of the mortgages, collateral assignments, security agreements, pledge agreements, control agreements or other similar agreements or supplements to the foregoing (i) entered into by any Loan Party, (ii) delivered to the Administrative Agent pursuant to the Collateral and Guaranty Requirements or pursuant to Section 6.11 for the benefit of any or all of the Secured Parties and (iii) governed by the laws of the United States or any state or other political subdivision thereof that creates or purports to create a Lien in favor of the Administrative Agent for the benefit of any or all of the Secured Parties and (b) each of the other agreements, instruments or documents governed by the laws of the United States or any state or other political subdivision thereof that creates or purports to create a Lien in favor of the Administrative Agent for the benefit of any or all of the Secured Parties.

"**U.S. Dollar**" and "**$**" mean lawful money of the United States.

"**U.S. Dollar Equivalent**" means, at any time, (a) with respect to any amount denominated in U.S. Dollars, such amount, and (b) with respect to any amount denominated in any Alternative Currency, the

equivalent amount thereof in U.S. Dollars as determined by the Administrative Agent at such time on the basis of the Spot Rate for the purchase of U.S. Dollars with such Alternative Currency.

"**U.S. Guarantors**" means and includes each U.S. Borrower and each U.S. Subsidiary Guarantor.

"**U.S. Loan Party**" means Holdings and each other U.S. Guarantor.

"**U.S. Mortgaged Properties**" has the meaning provided in the definition of "Collateral and Guaranty Requirements".

"**U.S. Mortgages**" has the meaning provided in the definition of "Collateral and Guaranty Requirements".

"**U.S. Obligations**" means the U.S. Borrower Obligations, all Obligations of any U.S. Loan Party or any Domestic Subsidiary under any Secured Cash Management Agreement or any Secured Hedge Agreement, all Obligations of any U.S. Loan Party under any Specified Supply Chain Agreement and Obligations of any U.S. Loan Party under any guarantee or security agreement related to any of the foregoing.

"**U.S. Obligations Guaranty**" means the Amended and Restated U.S. Obligations Guaranty (as defined in the Second Amendment).

"**U.S. Obligations Secured Parties**" means, collectively, (i) the Administrative Agent, (ii) each Lender making a Loan or other extension of credit hereunder to, or having commitments under this Agreement to, any U.S. Borrower, (iii) each L/C Issuer issuing a Letter of Credit or amending or extending any issued Letter of Credit for the account of any U.S. Borrower, (iv) with respect to any Secured Cash Management Agreement with a U.S. Loan Party or any other Domestic Subsidiary, the Cash Management Banks party thereto, (v) with respect to any Secured Hedge Agreement with a U.S. Loan Party or any other Domestic Subsidiary, the Hedge Banks party thereto, (vi) with respect to any Specified Supply Chain Agreement in respect of any Permitted Supply Chain Financing with a U.S. Loan Party, the Supply Chain Finance Banks party thereto, and (vii) each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05.

"**U.S. Person**" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"**U.S. Pledge Agreement**" means the Amended and Restated U.S. Pledge Agreement (as defined in the Second Amendment).

"**U.S. Revolving Credit Borrowers**" means, collectively, Holdings and each other U.S. Borrower that becomes a borrower under the Revolving Credit Facility pursuant to Section 1.09.

"**U.S. Security Agreement**" means the Amended and Restated U.S. Security Agreement (as defined in the Second Amendment).

"**U.S. Subsidiary Guarantors**" means (a) each Person identified on Schedule 5.13 as a U.S. Subsidiary Guarantor, (b) subject to the Agreed Security Principles, each Subsidiary of Holdings (but, with respect to U.S. Obligations, excluding a CFC Subsidiary and its Subsidiaries), whether existing on the Restatement Date or established, created or acquired after the Restatement Date (*provided*, *however*, that this clause (b) shall not require an Exempted Entity to be a guarantor of any U.S. Obligations or a party to the U.S. Obligations Guaranty) and (c) each Subsidiary of Holdings which guarantees obligations under the

SpinCo Notes Documents, whether existing on the Restatement Date or established, created or acquired after the Restatement Date, in each case unless and until such time as the respective Subsidiary is released from all of its obligations under the U.S. Obligations Guaranty, Foreign Obligations Guaranty and the Collateral Documents to which it is a party in accordance with the terms and provisions thereof.

"**U.S. Tax Compliance Certificate**" means a certificate substantially in substantially the forms of any of Exhibits G-1 through G-4 or any other forms approved by the Administrative Agent, as the context may require.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided*, that all references herein to specific Sections or subsections of the UCC are references to such Sections or subsections, as the case may be, of the Uniform Commercial Code as in effect in the State of New York on the Third Restatement Date; *provided*, *further*, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "**UCC**" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

"**UCP**" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the time of issuance).

"**ULC**" shall have the meaning specified in Section 5.13.

"**United States**" and "**U.S.**" mean the United States of America.

"**Unreimbursed Amount**" has the meaning specified in Section 2.03(c)(i).

"**Unrestricted Cash**" means, as of any date of determination, the aggregate amount of cash and Cash Equivalents properly classified as "unrestricted cash" for purposes of GAAP as at such date and excluding cash and Cash Equivalents held by any Person, to the extent that the payment or distribution by such Person of such cash or Cash Equivalents is not permitted by the terms of such Person's Organization Documents or any agreement, instrument or Law applicable to such Person.

"**Weighted Average Life to Maturity** " means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (ii) the then outstanding principal amount of such Indebtedness; *provided* that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended (the "**Applicable Indebtedness**"), the effect of any prepayments made on such Applicable Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

"**Write-Down and Conversion Powers**" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.02 *Other Interpretive Provisions*. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein", "hereof" and "hereunder", and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including".

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

Section 1.03 *Accounting Terms.* (a) *Generally*. Subject to Section 1.03(b), all accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Annual Financial Statements, except as otherwise specifically prescribed herein; *provided* that obligations relating to a lease that were accounted for by a Person as an operating lease as of the Third Restatement Date and any similar lease entered into after the Third Restatement Date by such Person shall be accounted for as obligations relating to an operating lease and not as a Capital Lease.

(b) *Changes in GAAP*. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either Holdings or the Required Lenders shall so request, the Administrative Agent, the Lenders and Holdings shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); *provided* that, until so amended, such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein.

Section 1.04 *Rounding*. Any financial ratios required to be maintained or complied with by Holdings pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted

under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05 *Times of Day*. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.06 *Letter of Credit Amounts*. With respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the U.S. Dollar Equivalent of the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum U.S. Dollar Equivalent of the stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum U.S. Dollar Equivalent of the stated amount is in effect at such time.

Section 1.07 *Currency Equivalents Generally; Change of Currency*. For purposes of this Agreement and the other Loan Documents (other than Articles 2, 9 and 11), where the permissibility of a transaction or determinations of required actions or circumstances depend upon compliance with, or are determined by reference to, amounts stated in U.S. Dollars, such amounts shall be deemed to refer to U.S. Dollars or U.S. Dollar Equivalents and any requisite currency translation shall, unless otherwise specified, be based on the Spot Rate in effect on the Business Day immediately preceding the date of such transaction or determination. Notwithstanding the foregoing, for purposes of determining compliance with Sections 7.01, 7.02 and 7.03 with respect to any amount of Liens, Indebtedness or Investment in currencies other than U.S. Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Lien is created, Indebtedness is incurred or Investment is made. Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with Holdings' consent (not to be unreasonably withheld) to appropriately reflect a change in currency of any country and any relevant market conventions or practices relating to such change in currency.

Section 1.08 *Additional Alternative Currencies*. (a) Holdings may from time to time request that Revolving Credit Loans be made and/or Letters of Credit be issued in a currency other than those specifically listed in the definition of "Alternative Currency"; *provided* that such requested currency is a lawful currency (other than U.S. Dollars) that is readily available and freely transferable and convertible into U.S. Dollars. In the case of any such request with respect to the making of Revolving Credit Loans, subject to Section 11.01(b), such request shall be subject to the approval of the Administrative Agent and the Revolving Credit Lenders and in the case of any such request with respect to the issuance of Letters of Credit, such request shall be subject to the approval of the Administrative Agent and the L/C Issuer.

(b) Any such request shall be made to the Administrative Agent not later than 11:00 a.m., twenty (20) Business Days prior to the date of the desired Credit Extension (or such earlier time or date as may be agreed by the Administrative Agent or, in the case of any such request pertaining to Letters of Credit, the L/C Issuer, in its or their sole discretion). In the case of any such request pertaining to Revolving Credit Loans, the Administrative Agent shall promptly notify each Revolving Credit Lender thereof; and in the case of any such request pertaining to Letters of Credit, the Administrative Agent shall promptly notify the L/C Issuer thereof. Each Revolving Credit Lender (in the case of any such request pertaining to Revolving Credit Loans) or the L/C Issuer (in the case of a request pertaining to Letters of Credit) shall notify the Administrative Agent, not later than 11:00 a.m., ten (10) Business Days after receipt of such request whether it consents, in its sole discretion, to the making of Revolving Credit Loans or the issuance of Letters of Credit, as the case may be, in such requested currency.

(c) Any failure by a Revolving Credit Lender or the L/C Issuer, as the case may be, to respond to such request within the time period specified in the preceding sentence shall be deemed to be a refusal by such Revolving Credit Lender or the L/C Issuer, as the case may be, to permit Revolving Credit Loans to be made or Letters of Credit to be issued in such requested currency. If the Administrative Agent and all the Revolving Credit Lenders consent to making Revolving Credit Loans in such requested currency, the Administrative Agent shall promptly so notify Holdings and such currency shall thereupon be deemed for all purposes to be an Alternative Currency hereunder for purposes of any Revolving Credit Borrowings of Revolving Credit Loans; and if the Administrative Agent and the L/C Issuer consent to the issuance of Letters of Credit in such requested currency, the Administrative Agent shall so notify Holdings and such currency shall thereupon be deemed for all purposes to be an Alternative Currency hereunder for purposes of any Letter of Credit issuances. Notwithstanding anything in Section 11.01(a) to the contrary, the Administrative Agent and Holdings may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents (which may take the form of amendments and restatements) as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 1.08 Section 1.09.

Section 1.09 *Additional Borrowers*. Holdings may from time to time request that (x) one or more additional Domestic Subsidiaries be added as Borrowers under the Term A Facility and the Revolving Credit Facility and/or (y) one or more additional Foreign Subsidiaries be added as Borrowers under the Revolving Credit Facility, in each case, which request shall be subject to the approval of the Administrative Agent and each of the Term A Lenders and Revolving Credit Lenders (in the case of such Domestic Subsidiaries) or the Administrative Agent and each of the Revolving Credit Lenders (in the case of such Foreign Subsidiaries). If (1) the Administrative Agent and all Term A Lenders and Revolving Credit Lenders consent to the addition of such Domestic Subsidiary as a Term A Borrower under the Term A Facility and a Revolving Credit Borrower under the Revolving Credit Facility and (2) the Administrative Agent and all Revolving Credit Lenders consent to the addition of such Foreign Subsidiary as a Revolving Credit Borrower under the Revolving Credit Facility, in each case, such Subsidiary shall be required to execute and deliver to the Administrative Agent a Borrower Joinder Agreement and shall take all action in connection therewith (a) if such Borrower is a Domestic Subsidiary, as would otherwise have been required to cause the Collateral and Guaranty Requirements and the requirements set forth in Section 6.11 to be satisfied as if such Subsidiary had been a Loan Party on the Restatement Date and (b) if such Borrower is a Foreign Subsidiary, as are deemed reasonably necessary by the Administrative Agent to provide that the Obligations of such additional Borrower be, to the extent permitted by law, guaranteed and secured on terms no less favorable than those contained in the Collateral and Guaranty Requirements and, in the case of each of clauses (a) and (b), shall deliver to the Administrative Agent such Organization Documents, resolutions, certificates, legal opinions, lien searches and other information (including information to allow the Administrative Agent and the Lenders to comply with applicable "know your customer" and anti-money laundering rules and regulations, including the Act) and documents as the Administrative Agent shall reasonably request. Any Subsidiary that becomes a party to this Agreement pursuant to this Section 1.09 shall thereupon be deemed for all purposes to be a Revolving Credit Borrower under the Revolving Credit Facility hereunder and/or a Term A Borrower under the Term A Facility hereunder, as applicable. Notwithstanding anything in Section 11.01(a) to the contrary, each Borrower Joinder Agreement may, without the consent of any other Lenders (but subject to the approval by the Lenders to the addition of such U.S. Borrower or the approval by the Revolving Credit Lenders to the addition of such Foreign Borrower), effect such amendments to this Agreement and the other Loan Documents (which may take the form of amendments and restatements) as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 1.09, including, in the case of the addition of a Foreign Borrower, amendments limiting the amount available to be borrowed by such Foreign Borrower and any other Foreign Borrower organized in the same jurisdiction (it being understood that entities formed under the laws of different states, provinces or other localities of the same

country as that of a Borrower shall be considered to be of the same jurisdiction as such Foreign Subsidiary) to a specified U.S. Dollar Equivalent of any Alternative Currency, or to effect any other amendments that shall give effect to any conditions associated with the consent of the appropriate Lenders to the addition of such U.S. Borrower or Foreign Borrower. For the avoidance of doubt, Domestic Subsidiaries of Holdings that become Borrowers pursuant to this Section 1.09 shall become Borrowers under both the Revolving Credit Facility and the Term A Facility, and Foreign Subsidiaries of Holdings that become Borrowers pursuant to this Section 1.09 shall become Borrowers solely under the Revolving Credit Facility.

Section 1.10 *Timing of Payment or Performance.* When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

## ARTICLE 2
THE COMMITMENTS AND CREDIT EXTENSIONS

Section 2.01 *The Loans*. (a) *Australian Dollar Term A Loans.* Subject to the terms and conditions set forth in the AUD Incremental Joinder Agreement, each "Incremental Lender" (as defined in the AUD Incremental Joinder Agreement) severally made a single Australian Dollar Term A Loan in Australian Dollars to Holdings on the Increased Amount Date (as defined in the AUD Incremental Joinder Agreement) in an aggregate amount that did not exceed such "Incremental Lender's" (as defined in the AUD Incremental Joinder Agreement) "Incremental Term Loan A Commitment" (as defined in the AUD Incremental Joinder Agreement) as of the Increased Amount Date (as defined in the AUD Incremental Joinder Agreement). Subject to the terms and conditions set forth herein, each Australian Dollar Term A Lender with an Australian Dollar Term A Commitment as of the Third Restatement Date severally agrees to make a single Australian Dollar Term A Loan in Australian Dollars to Holdings on the Third Restatement Date in an aggregate amount not to exceed such Australian Dollar Term A Lender's Australian Dollar Term A Commitment as of the Third Restatement Date. The Australian Dollar Term A Borrowing to be made on the Third Restatement Date shall consist of Australian Dollar Term A Loans made simultaneously by the Australian Dollar Term A Lenders having Australian Dollar Term A Commitments in accordance with their respective Applicable Percentage of the Australian Dollar Term A Facility. From and after the Third Restatement Date, the aggregate principal amount of outstanding Australian Dollar Term A Loans shall not exceed AUD $80,000,000. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. Australian Dollar Term A Loans shall be Australian BBSR Rate Loans, as further provided herein.

(b) *Euro Term A Loans.* Subject to the terms and conditions set forth herein and in the Third Amendment, each Euro Term A Lender with a Euro Term A Commitment as of the Third Restatement Date severally agrees to make a single Euro Term A Loan in Euros to Holdings on the Third Restatement Date in an aggregate amount not to exceed such Euro Term A Lender's Euro Term A Commitment as of the Third Restatement Date. The Euro Term A Borrowing to be made on the Third Restatement Date shall consist of Euro Term A Loans made simultaneously by the Euro Term A Lenders having Euro Term A Commitments in accordance with their respective Applicable Percentage of the Euro Term A Facility. From and after the Third Restatement Date, the aggregate principal amount of outstanding Euro Term A Loans shall not exceed €300,000,000. Amounts borrowed under this Section 2.01(b) and repaid or prepaid may not be reborrowed. Euro Term A Loans shall be Eurodollar Rate Loans, as further provided herein.

(c) *The Revolving Credit Loans*. Subject to the terms and conditions set forth herein, each Revolving Credit Lender severally agrees to make loans (each such loan, a "**Revolving Credit Loan**") to any Revolving Credit Borrower (on a joint and several basis with the other Revolving Credit Borrowers

within the same Group) in U.S. Dollars or an Alternative Currency, in each case, from time to time, on any Business Day during the Availability Period for the Revolving Credit Facility, in an aggregate amount not to exceed at any time outstanding the amount of such Revolving Credit Lender's Revolving Credit Commitment; *provided*, *further*, that after giving effect to any Revolving Credit Borrowing, (i) the Total Revolving Credit Outstandings shall not exceed the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments at such time, (ii) the aggregate Outstanding Amount of the Revolving Credit Loans of any Revolving Credit Lender plus such Revolving Credit Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations plus such Revolving Credit Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Revolving Credit Lender's Revolving Credit Commitment and (iii) the Total Revolving Credit Outstandings denominated in Alternative Currencies shall not exceed the Alternative Currency Sublimit. Within the limits of each Revolving Credit Lender's Revolving Credit Commitment, and subject to the other terms and conditions hereof, the Revolving Credit Borrowers may borrow under this this Section 2.01(c), prepay under Section 2.05, and reborrow under this Section 2.01(c). Revolving Credit Loans (w) denominated in U.S. Dollars may be Base Rate Loans or Eurodollar Rate Loans, (x) denominated in Australian Dollars shall be Australian BBSR Rate Loans, (y) denominated in Canadian Dollars shall be Canadian BA Rate Loans and (z) denominated in an Alternative Currency (other than Australian Dollars and Canadian Dollars) shall be Eurodollar Rate Loans.

Section 2.02 *Borrowings, Conversions and Continuations of Loans.* (a) Each Borrowing, each conversion of Term Loans or Revolving Credit Loans from one Type to another, and each continuation of Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans shall be made upon the applicable Borrower's irrevocable notice to the Administrative Agent, which may be given by "pdf" or similar electronic format, in the form of either the Committed Loan Notice or the Conversion/Continuation Notice, as applicable (each, a "**Notice**"). Each such Notice must be received by the Administrative Agent not later than (i) 10:00 a.m. three (3) Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans denominated in U.S. Dollars or of any conversion of Eurodollar Rate Loans denominated in U.S. Dollars to Base Rate Loans, (ii) 10:00 a.m. four (4) Business Days prior to the requested date of any Borrowing of, or continuation of, Australian BBSR Rate Loans or Canadian BA Rate Loans, (iii) 10:00 a.m. four (4) Business Days (or five (5) Business Days in the case of a Special Notice Currency) prior to the requested date of any Revolving Credit Borrowing denominated in an Alternative Currency (other than Australian Dollars and Canadian Dollars) and (iv) 10:00 a.m. one (1) Business Day prior to the requested date of any Borrowing of Base Rate Loans. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans shall be in a minimum principal amount of $5,000,000 and whole multiples of $1,000,000 in excess thereof. Except as provided in Sections 2.03(c) and 2.04(c), each Borrowing of or conversion to Base Rate Loans shall be in a minimum principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Each Notice shall specify, as applicable, (1) whether the applicable Borrower is requesting a Term A Borrowing, Revolving Credit Borrowing, an Incremental Borrowing, a conversion of Term Loans or Revolving Credit Loans from one Type to the other, or a continuation of Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans, (2) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (3) the principal amount of Loans to be borrowed, converted or continued, (4) the Type of Loans to be borrowed or to which existing Term Loans or Revolving Credit Loans are to be converted, (5) if applicable, the duration of the applicable Interest Period with respect thereto and (6) in the case of Revolving Credit Borrowings or Revolving Credit Loans, the currency of the Loans to be borrowed or continued (*provided*, that if such Borrower shall fail to so specify, the applicable Revolving Credit Borrowing or Revolving Credit Loan shall be denominated in U.S. Dollars). If the applicable Borrower fails to specify a Type of Loan in a Committed Loan Notice or if such Borrower fails to give a timely Conversion/Continuation Notice, then the applicable Term Loans or Revolving Credit Loans denominated in U.S. Dollars shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans

shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurodollar Rate Loans. If the applicable Borrower requests a Borrowing of, conversion to, or continuation of Eurodollar Rate Loans in any such Committed Loan Notice or Conversion/Continuation Notice, as applicable, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month. No Loan may be converted into or continued as a Loan denominated in a different currency, but instead must be prepaid in the original currency of such Loan and reborrowed in the other currency. Notwithstanding anything to the contrary herein, a Swing Line Loan may not be converted to a Eurodollar Rate Loan.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Appropriate Lender of the amount of its Applicable Percentage under the applicable Facility of the applicable Term Loans or Revolving Credit Loans, and, if no timely Conversion/Continuation Notice is provided by any Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(a). In the case of a Borrowing, each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than (x) 1:00 p.m., in the case of any Eurodollar Rate Loan, Australian BBSR Rate Loan or Canadian BA Rate Loan, (y) 12:00 p.m., in the case of any Base Rate Loan and (z) the Applicable Time specified by the Administrative Agent in the case of any Revolving Credit Loan denominated in an Alternative Currency (other than Australian Dollars and Canadian Dollars), in each case, on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.03, the Administrative Agent shall make all funds so received available to the applicable Borrower in like funds as received by the Administrative Agent by wire transfer of such funds in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by such Borrower; *provided*, *however*, that if, on the date a Committed Loan Notice with respect to a Revolving Credit Borrowing is given by any Borrower, there are L/C Borrowings outstanding in respect of Letters of Credit issued for the account of any Borrower, then the proceeds of such Revolving Credit Borrowing, *first*, shall be applied to the payment in full of any such L/C Borrowings, and *second*, shall be made available to the applicable Borrower as provided above.

(c) Except as otherwise provided herein, a Eurodollar Rate Loan may be continued or converted and an Australian BBSR Rate Loan or Canadian BA Rate Loan may be continued, in each case, only on the last day of an Interest Period for such Eurodollar Rate Loan, Australian BBSR Rate Loan or such Canadian BA Rate Loan, as applicable. During the existence of a Default, no Loans may be requested as, converted to or continued as Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the applicable Borrower or Borrowers and the Lenders of the interest rate applicable to any Interest Period for Eurodollar Rate Loans or Canadian BA Rate Loan upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the applicable Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than fifteen (15) Interest Periods in effect at any one time.

(f) On the Third Restatement Date, after giving effect to the establishment of the Revolving Credit Commitments to be established on such date pursuant to the terms of the Third Amendment, (i) each of the existing Revolving Credit Lenders (as defined in the Second Amended and Restated Credit Agreement) shall assign to each of the Revolving Credit Lenders, and each of the Revolving Credit Lenders shall purchase

from each of the existing Revolving Credit Lenders (as defined in the Second Amended and Restated Credit Agreement), at the principal amount thereof (together with accrued interest), such interests in the Revolving Credit Loans outstanding on the Third Restatement Date (in each case together with a proportional interest under the Swedish Pledge Agreement (and any other Collateral Document governed by Swedish law)) as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Credit Loans will be held by existing Revolving Credit Lenders (as defined in the Second Amended and Restated Credit Agreement) and the Revolving Credit Lenders ratably in accordance with their Revolving Credit Commitments after giving effect to the addition of such Revolving Credit Commitments on the Third Restatement Date to the Revolving Credit Commitments, (ii) each Revolving Credit Commitment established on the Third Restatement Date shall be deemed for all purposes a Revolving Credit Commitment and each Revolving Credit Loan made thereunder shall be deemed, for all purposes, a Revolving Credit Loan and (iii) each Revolving Credit Lender providing such Revolving Credit Commitments shall become a Revolving Credit Lender with respect to the Revolving Credit Commitment established on the Third Restatement Date and all matters relating thereto.

Section 2.03 *Letters of Credit.*

(a) *The Letter of Credit Commitment*. (i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the Revolving Credit Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Third Restatement Date until the Letter of Credit Expiration Date, to issue Letters of Credit denominated in U.S. Dollars or in one or more Alternative Currencies to one or more Groups of Revolving Credit Borrowers for the joint and several account of the Revolving Credit Borrowers within the same Group of the Revolving Credit. Borrowers, and to amend or extend Letters of Credit previously issued by it, in accordance with Section 2.03(b), and (2) to honor drawings under the Letters of Credit; and (B) the Revolving Credit Lenders severally agree to participate in Letters of Credit issued for the account of the applicable Group of Revolving Credit Borrowers and any drawings thereunder; *provided* that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (v) the Total Revolving Credit Outstandings shall not exceed the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments at such time, (w) the aggregate Outstanding Amount of the Revolving Credit Loans of any Revolving Credit Lender, plus such Revolving Credit Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Revolving Credit Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Revolving Credit Lender's Revolving Credit Commitment, (x) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit, (y) the Total Revolving Credit Outstandings denominated in Alternative Currencies shall not exceed the Alternative Currency Sublimit. Each request by a Revolving Credit Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the requesting Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Revolving Credit Borrowers' ability to obtain Letters of Credit shall be fully revolving, and, accordingly, the Revolving Credit Borrowers may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Third Restatement Date shall be subject to and governed by the terms and conditions hereof.

(ii) The L/C Issuer shall not issue any Letter of Credit if:

(A) subject to Section 2.03(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the L/C Issuer has approved such expiry date; or

(B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date (unless the Revolving Credit Lenders and the L/C Issuer have consented to such later expiry date and the applicable Borrower has Cash Collateralized the applicable Letter of Credit in a manner acceptable to the L/C Issuer in its sole discretion).

(iii) The L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Third Restatement Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Third Restatement Date and which the L/C Issuer in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is in an initial stated amount less than $100,000; *provided* that such initial minimum amount shall not apply to any Existing Letter of Credit;

(D) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is to be denominated in a currency other than U.S. Dollars or an Alternative Currency;

(E) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder;

(F) any Revolving Credit Lender is at that time a Defaulting Lender, unless and to the extent that the L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the L/C Issuer (in its sole discretion) with the Revolving Credit Borrowers or such Revolving Credit Lender to eliminate the L/C Issuer's actual or potential Fronting Exposure (after giving effect to any required adjustment pursuant to Section 2.16(a)(iv)) with respect to the Defaulting Lender arising from the Letter of Credit then proposed to be issued and all other L/C Obligations as to which the L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion; or

(G) the L/C Issuer does not as of the issuance date of such requested Letter of Credit issue Letters of Credit in the requested currency.

(iv) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(v) The L/C Issuer shall act on behalf of the Revolving Credit Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article 9 with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and the Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article 9 included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) *Procedures for Issuance and Amendment of Letters of Credit*; *Auto-Extension Letters of Credit*. (i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of a Revolving Credit Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the requesting Borrower. Such Letter of Credit Application may be sent by facsimile by United States mail, by overnight courier, by electronic transmission using the system provided by the L/C Issuer, by personal delivery or by any other means acceptable to the L/C Issuer. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 12:00 p.m. at least three (3) Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount and currency thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the purpose and nature of the requested Letter of Credit; and (H) such other matters as the L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the L/C Issuer may require. Additionally, the requesting Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from a Revolving Credit Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Revolving Credit Lender, the Administrative Agent or any Loan Party, at least one (1) Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article 4 shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for (A) in the case of a request for a Letter of Credit by a U.S. Revolving Credit Borrower, the joint and several account of the U.S. Revolving Credit Borrowers or (B) in the case of a request for a Letter of Credit by a Foreign Borrower, the joint and several account of the applicable Group of Foreign Borrowers, in each case, in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the

product of such Revolving Credit Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) In the case of standby Letters of Credit only, if a Revolving Credit Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a standby Letter of Credit that has automatic extension provisions (each, an "**Auto-Extension Letter of Credit**"); *provided* that, unless otherwise agreed to by the L/C Issuer, any such Auto-Extension Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "**Non-Extension Notice Date**") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, no Revolving Credit Borrower shall be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Revolving Credit Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; *provided, however,* that the L/C Issuer shall not permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of paragraph (ii) or (iii) of Section 2.03(a) or otherwise), or (B) it has received notice (in writing) on or before the day that is seven (7) Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Revolving Credit Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Revolving Credit Lender or any Borrower that one or more of the applicable conditions specified in Section 4.03 is not then satisfied and, in each such case, directing the L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the requesting Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) *Drawings and Reimbursements*; *Funding of Participations*. (i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Revolving Credit Borrowers and the Administrative Agent thereof. In the case of a Letter of Credit denominated in an Alternative Currency, the U.S. Revolving Credit Borrowers or the Foreign Borrowers, as applicable, shall reimburse the L/C Issuer in such Alternative Currency, unless the L/C Issuer (at its option) shall have specified in such notice that it will require reimbursement in U.S. Dollars or in the absence of any such requirement for reimbursement in U.S. Dollars, the U.S. Revolving Credit Borrowers or the Foreign Borrowers, as applicable, shall have notified the L/C Issuer promptly following receipt of the notice of drawing that the U.S. Revolving Credit Borrowers or the Foreign Borrowers, as applicable, will reimburse the L/C Issuer in U.S. Dollars. In the case of any such reimbursement in U.S. Dollars of a drawing as of the applicable Revaluation Date under a Letter of Credit denominated in an Alternative Currency, the L/C Issuer shall notify the U.S. Revolving Credit Borrowers or the Foreign Borrowers, as applicable, of the U.S. Dollar Equivalent of the amount of the drawing promptly following the determination thereof. Not later than 11:00 a.m. on the first Business Day following the date of any payment by the L/C Issuer under a Letter of Credit to be reimbursed in U.S. Dollars, or the Applicable Time on the date of payment by the L/C Issuer under a Letter of Credit to be reimbursed in an Alternative Currency (each such date, an "**Honor Date**"), the U.S. Revolving Credit Borrowers or the Foreign Borrowers, as applicable, shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing in the

applicable currency as provided in this Section 2.03(c). If the applicable Borrowers fail to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Revolving Credit Lender of the Honor Date, the amount of the unreimbursed drawing (expressed, in the case of a Letter of Credit denominated in an Alternative Currency, in either (x) U.S. Dollars in the amount of the U.S. Dollar Equivalent thereof or (y) such Alternative Currency (if such Alternative Currency is an Alternative Currency in which Revolving Credit Loans are available hereunder)) (the "**Unreimbursed Amount**"), and the amount of such Revolving Credit Lender's Applicable Percentage thereof. In such event, the U.S. Revolving Credit Borrowers or the Foreign Borrowers, as applicable, shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Revolving Credit Commitments and the conditions set forth in Section 4.03 (other than the delivery of a Committed Loan Notice).

(ii) Each Revolving Credit Lender shall upon any notice pursuant to Section 2.03(c)(i) make funds available (and the Administrative Agent may apply Cash Collateral provided for this purpose) for the account of the L/C Issuer, in U.S. Dollars at the Administrative Agent's Office in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 12:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the applicable Borrowers in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer in U.S. Dollars.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Revolving Credit Borrowing of Base Rate Loans because the conditions set forth in Section 4.03 cannot be satisfied or for any other reason, the Revolving Credit Borrowers shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Revolving Credit Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Revolving Credit Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Revolving Credit Lender funds its Revolving Credit Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Revolving Credit Lender's Applicable Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, any Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided, however,* that each Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.03 (other than delivery by a Revolving Credit Borrower of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the

obligation of any Revolving Credit Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Revolving Credit Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), the L/C Issuer shall be entitled to recover from such Revolving Credit Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate *per annum* equal to the greater of the Federal Funds Effective Rate and a rate determined by the L/C Issuer in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the L/C Issuer in connection with the foregoing. If such Revolving Credit Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Credit Lender's Revolving Credit Loan included in the relevant Revolving Credit Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the L/C Issuer submitted to any Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(c)(vi) shall be conclusive absent manifest error.

(d) *Repayment of Participations*. (i) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Credit Lender such Revolving Credit Lender's L/C Advance in respect of such payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from a Revolving Credit Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will promptly distribute to such Revolving Credit Lender its Applicable Percentage thereof in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Revolving Credit Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Revolving Credit Lender, at a rate *per annum* equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Revolving Credit Lenders under this paragraph (ii) shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) *Obligations Absolute*. The joint and several obligation of the U.S. Revolving Credit Borrowers or the Foreign Borrowers, as applicable, to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that any Revolving Credit Borrower or any Subsidiary may have at any time against any beneficiary or

any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative Currency to any Revolving Credit Borrower or any Subsidiary or in the relevant currency markets generally; or

(vi) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Revolving Credit Borrower or any of its Subsidiaries.

Each Revolving Credit Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with such Borrower's instructions or other irregularity, such Borrower will promptly notify the L/C Issuer. Each Revolving Credit Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) *Role of L/C Issuer*. Each Lender and each Revolving Credit Borrower agrees that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Revolving Credit Lenders or the Required Revolving Credit Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. Each Revolving Credit Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; *provided, however,* that this assumption is not intended to, and shall not, preclude any Revolving Credit Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (vi) of Section 2.03(e); *provided, however,* that anything in such clauses to the contrary notwithstanding, a Revolving Credit Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to a Revolving Credit

Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by such Borrower which are determined by a final order of a court of competent jurisdiction to have been caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) *Applicability of ISP and UCP*. Unless otherwise expressly agreed by the L/C Issuer and the applicable Revolving Credit Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the ISP shall apply to each standby Letter of Credit and (ii) the rules of the UCP shall apply to each commercial Letter of Credit.

(h) *Letter of Credit Fees*. (i) Each U.S. Revolving Credit Borrower, in the case of the Letters of Credit issued for the account of a U.S. Revolving Credit Borrower, hereby jointly and severally agrees and (ii) each Foreign Borrower, in the case of the Letters of Credit issued for the account of a Foreign Borrower, hereby jointly and severally agrees, in each case, to pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Percentage, in U.S. Dollars, a Letter of Credit fee (the "**Letter of Credit Fee**") for each commercial, performance or standby Letter of Credit, as the case may be, equal to the Applicable Rate times the U.S. Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit; *provided* that any Letter of Credit Fees otherwise payable for the account of a Defaulting Lender with respect to any Letter of Credit as to which such Defaulting Lender has not provided Cash Collateral satisfactory to the L/C Issuer pursuant to this Section 2.03 shall be payable, to the maximum extent permitted by applicable Law, to the other Revolving Credit Lenders in accordance with the upward adjustments in their respective Applicable Percentages allocable to such Letter of Credit pursuant to Section 2.16(a)(iv), with the balance of such fee, if any, payable to the L/C Issuer for its own account. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06; provided that with respect to all Existing Letters of Credit, the Administrative Agent shall be entitled to rely conclusively on the most recent information provided with respect to such Existing Letters of Credit pursuant to Section 2.03(l). Letter of Credit Fees shall be (A) due and payable on the first Business Day of each January, April, July and October, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand and (B) computed on a quarterly basis in arrears. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(i) *Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer* . (i) Each U.S. Revolving Credit Borrower, in the case of the Letters of Credit issued for the account of a U.S. Revolving Credit Borrower, hereby jointly and severally agrees and (ii) each Foreign Borrower, in the case of the Letters of Credit issued for the account of a Foreign Borrower, hereby jointly and severally agrees, in each case, to pay directly to the L/C Issuer for its own account, in U.S. Dollars, a fronting fee with respect to each Letter of Credit issued by it for the account of a U.S. Revolving Credit Borrower or a Foreign Borrower, as applicable, at a rate *per annum* of 0.125%, computed on the U.S. Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears. Such fronting fee shall be due and payable on the first Business Day of each January, April, July and October in respect of the most recently-ended

quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.06. In addition, (i) each U.S. Revolving Credit Borrower, in the case of the Letters of Credit issued for the account of a U.S. Revolving Credit Borrower, hereby jointly and severally agrees and (ii) each Foreign Borrower, in the case of the Letters of Credit issued for the account of a Foreign Borrower, hereby jointly and severally agrees, in each case, to pay directly to the L/C Issuer for its own account, in U.S. Dollars, the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(j) *Conflict with Issuer Documents*. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(k) *Additional L/C Issuers*. Holdings may, at any time and from time to time, designate one or more additional Revolving Credit Lenders or Affiliates of Revolving Credit Lenders to act as a letter of credit issuer under the terms of this Agreement, with the consent of the Administrative Agent (which consent shall not be unreasonably withheld) and such Revolving Credit Lender(s) or Affiliate thereof. Any Revolving Credit Lender or Affiliate thereof designated as a letter of credit issuer pursuant to this Section 2.03(k) shall be deemed to be the L/C Issuer with respect to Letters of Credit issued or to be issued by such Revolving Credit Lender, and all references herein and in the other Loan Documents to the term "L/C Issuer" shall, with respect to such Letters of Credit, be deemed to refer to such Revolving Credit Lender in its capacity as L/C Issuer thereof, as the context may require.

(l) *Reporting Requirements Regarding Existing Letters of Credit*. Holdings and any issuer of an Existing Letter of Credit shall promptly notify the Administrative Agent of any amendment of, modification of, or drawing of such Existing Letter of Credit, including, without limitation, any increase, decrease, extension, renewal, or cancellation of such Existing Letter of Credit.

Section 2.04 *Swing Line Loans.* (a) *The Swing Line*. Subject to the terms and conditions set forth herein, the Swing Line Lender, in reliance upon the agreements of the Revolving Credit Lenders set forth in this Section 2.04, shall make loans (each such loan, a "**Swing Line Loan**") to the U.S. Revolving Credit Borrowers in U.S. Dollars from time to time on any Business Day during the Availability Period with respect to the Revolving Credit Facility in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Revolving Credit Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Revolving Credit Commitment; *provided, however,* that after giving effect to any Swing Line Loan, (i) the Total Revolving Credit Outstandings shall not exceed the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments at such time, (ii) the aggregate Outstanding Amount of the Revolving Credit Loans of any Revolving Credit Lender at such time, plus such Revolving Credit Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans at such time plus such Revolving Credit Lender's Applicable Percentage of the Outstanding Amount of all L/C obligations at such time shall not exceed such Lender's Revolving Credit Commitment, and (iii) the Outstanding Amount of Swing Line Loans shall not exceed the Swing Line Sublimit, and *provided, further,* that U.S. Revolving Credit Borrowers shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, U.S. Revolving Credit Borrowers may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Each Swing Line Loan shall

bear interest only at a rate based on the Base Rate. Immediately upon the making of a Swing Line Loan, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Revolving Credit Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) *Borrowing Procedures*. Each Swing Line Borrowing shall be made upon any U.S. Revolving Credit Borrower's irrevocable Swing Line Loan Notice and the Administrative Agent, which may be given by "pdf" or similar electronic format. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 12:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of $100,000 and whole multiples of $100,000 in excess of that amount, and (ii) the requested borrowing date, which shall be a Business Day. Unless the Swing Line Lender has received notice from the Administrative Agent (who shall send such notice at the request of any Revolving Credit Lender) prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the first proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article 4 is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 2:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the requesting Borrower by wire transfer of such funds in accordance with the instructions provided to (and reasonably acceptable to) the Swing Line Lender by such U.S. Revolving Credit Borrower.

(c) *Refinancing of Swing Line Loans*. (i) The Swing Line Lender at any time in its sole and absolute discretion may request, on behalf of the applicable U.S. Revolving Credit Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Revolving Credit Lender make a Base Rate Loan in an amount equal to such Revolving Credit Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Committed Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Revolving Credit Facility and the conditions set forth in Section 4.03. The Swing Line Lender shall furnish the applicable U.S. Revolving Credit Borrower with a copy of the applicable Committed Loan Notice promptly after delivering such notice to the Administrative Agent. Each Revolving Credit Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Committed Loan Notice available to the Administrative Agent in U.S. Dollars in immediately available funds (and the Administrative Agent may apply Cash Collateral available with respect to the applicable Swing Line Loan) for the account of the Swing Line Lender at the Administrative Agent's Office not later than 12:00 p.m. on the day specified in such Committed Loan Notice, whereupon, subject to Section 2.04(c)(ii), each Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to such Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Revolving Credit Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Revolving Credit Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Credit Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Revolving Credit Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Revolving Credit Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate *per annum* equal to the greater of the Federal Funds Effective Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Revolving Credit Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Credit Lender's Revolving Credit Loan included in the relevant Revolving Credit Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this paragraph (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Credit Lender may have against the Swing Line Lender, any Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided, however,* that each Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.03. No such funding of risk participations shall relieve or otherwise impair the obligation of any Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) *Repayment of Participations*. (i) At any time after any Revolving Credit Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Revolving Credit Lender its Applicable Percentage thereof in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Revolving Credit Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate *per annum* equal to the Federal Funds Effective Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this paragraph (ii) shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) *Interest for Account of Swing Line Lender*. Until each Revolving Credit Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Revolving Credit Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) *Payments Directly to Swing Line Lender*. Each U.S. Revolving Credit Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

Section 2.05 *Prepayments*.

(a) *Optional*. (i) Any Borrower may, upon notice in the form of a Prepayment Notice delivered to the Administrative Agent, at any time or from time to time voluntarily prepay Term Loans and Revolving Credit Loans borrowed by it in whole or in part without premium or penalty; *provided* that (A) such Prepayment Notice must be received by the Administrative Agent not later than 12:00 p.m. (x) three (3) Business Days prior to any date of prepayment of Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans, (y) four (4) Business Days (or five Business Days, in the case of prepayment of Loans denominated in Special Notice Currencies) prior to any date of prepayment of Revolving Credit Loans denominated in Alternative Currencies (other than Australian Dollars and Canadian Dollars) and (z) one (1) Business Day prior to any date of prepayment of Base Rate Loans; (B) any prepayment of Eurodollar Rate Loans and Canadian BA Rate Loans shall be in a principal amount of $5,000,000 or a whole multiple of $1,000,000 in excess thereof; and (C) any prepayment of Base Rate Loans shall be in a principal amount of $5,000,000 or a whole multiple of $1,000,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such Prepayment Notice shall specify (i) the date and amount of such prepayment and (ii) the Type(s) of Loans to be prepaid and, if Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such Prepayment Notice, and of the amount of such Lender's ratable portion of such prepayment (based on such Lender's Applicable Percentage in respect of the relevant Facility). If such notice is given by any Borrower, such Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any voluntary prepayment of a Loan pursuant to this Section 2.05(a)(i) shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Subject to Section 2.16, each such prepayment of the outstanding Term Loans pursuant to this Section 2.05(a)(i) shall be applied *first* in direct order of maturity to all scheduled amortization payments in respect of the Term Loans due on the immediately succeeding four Term A Installment Payment Dates and *second*, on a *pro rata* basis to the remaining scheduled amortization payments in respect of the Term Loans and the repayment at the final maturity thereof. All payments made pursuant to this Section 2.05(a) shall be applied on a *pro rata* basis to each Lender holding Loans of the applicable Facility being prepaid.

(ii) Each U.S. Revolving Credit Borrower may, upon notice in the form of a Swing Line Loan Prepayment Notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans borrowed by it in whole or in part without premium or penalty; *provided* that (A) such Swing Line Loan Prepayment Notice must be received by the Swing Line Lender and the Administrative Agent not later than 12:00 p.m. on the date of the prepayment, and (B) any such prepayment shall be in a minimum principal amount of $100,000 and in integral multiples of $100,000. Each such Swing Line Loan Prepayment Notice shall specify the date and amount of such prepayment. If such Swing Line Loan Prepayment Notice is given by a U.S. Revolving Credit Borrower, such Borrower shall make such prepayment and the payment amount specified in such Swing Line Loan Prepayment Notice shall be due and payable on the date specified therein.

(b) *Mandatory*.

(i) If Holdings or any of its Subsidiaries (x) Disposes of any property (other than, so long as any Australian Dollar Term A Loans are then outstanding, any real property located

in Australia, or any Disposition of any property permitted by Section 7.05 (except pursuant to Section 7.05(j), Section 7.05(k) or Section 7.05(l))) which results in the realization by such Person of Net Cash Proceeds in excess of an aggregate amount of $12,000,000 per Fiscal Year, the Borrowers shall prepay (or Cash Collateralize, as applicable) an aggregate principal amount of Pro Rata Obligations equal to 100% of such Net Cash Proceeds in excess of such $12,000,000 no later than the later of (a) five (5) Business Days following receipt thereof by such Person and (b) five (5) Business Days after such $12,000,000 threshold is reached in such Fiscal Year or (y) Disposes of any real property located in Australia, the Australian Borrower shall prepay an aggregate principal amount of Australian Dollar Term A Loans equal to 100% of the Net Cash Proceeds of such Disposition (in each case such prepayments (or Cash Collateralization) to be applied as set forth in paragraphs (v) and (vii) below).

(ii) In the event that there shall be Consolidated Excess Cash Flow for any Fiscal Year (commencing with the Fiscal Year ending December 31, 2017), the Borrowers shall, no later than ninety (90) days after the end of such Fiscal Year, prepay (or Cash Collateralize, as applicable) an aggregate principal amount of Pro Rata Obligations equal to the ECF Percentage of such Consolidated Excess Cash Flow for such Fiscal Year less an amount equal to the aggregate principal amount of Term Loans voluntarily prepaid by the Borrowers during such Fiscal Year pursuant to Section 2.05(a) with internally generated cash of Holdings (and not from the proceeds of Indebtedness or the sale or issuance of Equity Interests) (such amount, the "**Excess Cash Flow Amount**", to be applied as set forth in paragraphs (v) and (vii) below).

(iii) Upon the incurrence or issuance by Holdings or any of its Subsidiaries of any Indebtedness (other than Indebtedness expressly permitted to be incurred or issued pursuant to Section 7.03) the Borrowers shall prepay (or Cash Collateralize, as applicable) an aggregate principal amount of Pro Rata Obligations equal to 100% of all Net Cash Proceeds received therefrom on the day of receipt thereof by Holdings or such Subsidiary (such prepayments (or Cash Collateralization) to be applied as set forth in paragraphs (v) and (vii) below).

(iv) Upon any Extraordinary Receipt received by or paid to or for the account of Holdings or any of its Subsidiaries and not otherwise included in paragraph (i), (ii) or (iii) of this Section 2.05(b), the Borrowers shall prepay (or Cash Collateralize, as applicable) an aggregate principal amount of Pro Rata Obligations equal to 100% of all Net Cash Proceeds received therefrom in excess of $10,000,000 per Fiscal Year no later than the later of (a) five (5) Business Days following receipt thereof by such Person and (b) five (5) Business Days after such $10,000,000 threshold is reached in such Fiscal Year (such prepayments (or Cash Collateralization) to be applied as set forth in paragraphs (v) and (vii) below).

(v) Each prepayment (or Cash Collateralization, as applicable) of Pro Rata Obligations pursuant to this Section 2.05(b) shall be applied, *first*, ratably to the Term A Loans held by all Term Lenders in accordance with their Applicable Percentages (allocated to the next four principal repayment installments thereof in direct order of maturity and, thereafter, on a *pro rata* basis to the remaining principal repayment installments thereof and the repayment at the final maturity thereof), *second*, any excess after the application of such proceeds in accordance with clause *first* above, to the Revolving Credit Facility in the manner set forth in clause (vii) of this Section 2.05(b) and *third*, any excess after the application of such proceeds in accordance with clauses *first* and *second* above may be retained by the Borrowers. Any prepayment of a Loan pursuant to this Section 2.05(b) shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Each prepayment pursuant to

Section 2.05(b)(i)(y) shall be applied, *first,* ratably to the Australian Dollar Term A Loans held by the applicable Australian Dollar Term Loan A Lenders in accordance with their Applicable Percentages (allocated to the next four principal repayment installments thereof in direct order of maturity and, thereafter, on a *pro rata* basis to the remaining principal repayment installments thereof and the repayment at the final maturity thereof) and, *second*, to the extent any excess remains, in accordance with the first sentence of this Section 2.05(b)(v).

(vi) If for any reason the Total Revolving Credit Outstandings at any time exceed the aggregate Revolving Credit Commitments at such time, the Revolving Credit Borrowers shall immediately prepay Revolving Credit Loans, Swing Line Loans and L/C Borrowings and/or Cash Collateralize the L/C Obligations (other than the L/C Borrowings) (in an aggregate amount equal to 105% of the face amount thereof) in an aggregate amount sufficient to reduce the Total Revolving Credit Outstandings to the aggregate Revolving Credit Commitments. If the Administrative Agent notifies Holdings at any time that the Total Revolving Credit Outstandings denominated in Alternative Currencies as of the applicable Revaluation Date exceeds an amount equal to 103% of the Alternative Currency Sublimit then in effect, then, within two (2) Business Days after receipt of such notice, the Revolving Credit Borrowers shall prepay Revolving Credit Loans and/or Cash Collateralize Letters of Credit (in an aggregate amount equal to 105% of the face amount thereof) in an aggregate amount sufficient to reduce such Total Revolving Credit Outstandings denominated in Alternative Currencies as of such date of payment to an amount not to exceed 100% of the Alternative Currency Sublimit then in effect.

(vii) Prepayments of the Revolving Credit Facility made pursuant to this Section 2.05(b), *first*, shall be applied ratably to the L/C Borrowings and the Swing Line Loans, *second*, shall be applied ratably to the outstanding Revolving Credit Loans held by all Revolving Credit Lenders in accordance with their Applicable Percentages, and, *third*, shall be used to Cash Collateralize the remaining L/C Obligations. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from any Borrower or any other Loan Party) to reimburse the L/C Issuer or the Revolving Credit Lenders, as applicable. Prepayments of the Revolving Credit Facility made pursuant to this Section 2.05(b) shall be applied ratably to the outstanding Revolving Credit Loans.

(viii) The Borrowers shall, within five (5) Business Days of the Third Restatement Date, make a prepayment in full of the Euro Term A Loans if the Acquisition is not consummated within five (5) Business Days of the Third Restatement Date.

Section 2.06 *Termination or Reduction of Commitments.* (a) *Optional*. The Revolving Credit Borrowers may, upon notice to the Administrative Agent, terminate the Revolving Credit Facility or the Swing Line Sublimit or the Letter of Credit Sublimit, or from time to time permanently reduce the Revolving Credit Commitments or the Swing Line Sublimit or the Letter of Credit Sublimit; *provided* that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. five (5) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $5,000,000 or any whole multiple of $1,000,000 in excess thereof and (iii) the Revolving Credit Borrowers shall not terminate or reduce (A) the Revolving Credit Facility if, after giving effect thereto and to any concurrent prepayments of the Revolving Credit Facility hereunder, the Total Revolving Credit Outstandings would exceed the aggregate Revolving Credit Commitments or (B) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations would exceed the Letter of Credit Sublimit or (C) the Swing Line Sublimit if, after giving effect thereto and to any concurrent prepayments of Swing Line Loans hereunder, the Outstanding Amount of Swing Line Loans would exceed the Swing Line Sublimit.

(b) *Mandatory*. (i) The aggregate Term A Commitments (as defined in the Second Amended and Restated Credit Agreement) existing on the Second Restatement Date were automatically and permanently reduced to zero on the Restatement Date upon the making of such Term A Borrowing. The aggregate Term A Commitments shall be automatically and permanently reduced to zero on the date of the Term A Borrowing to occur on the Third Restatement Date, which shall be no later than the Third Restatement Date.

(ii) If after giving effect to any reduction or termination of Revolving Credit Commitments under this Section 2.06, the Swing Line Sublimit exceeds the Revolving Credit Facility at such time, the Swing Line Sublimit shall be automatically reduced by the amount of such excess.

(iii) If after giving effect to any reduction or termination of Revolving Credit Commitments under this Section 2.06, the Letter of Credit Sublimit exceeds the Revolving Credit Facility at such time, the Letter of Credit Sublimit shall be automatically reduced by the amount of such excess.

(c) *Application of Commitment Reductions*; *Payment of Fees*. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Letter of Credit Sublimit, Swing Line Sublimit or Revolving Credit Commitments under this Section 2.06. Upon any reduction of the Revolving Credit Commitments, the Revolving Credit Commitment of each Revolving Credit Lender shall be reduced by such Revolving Credit Lender's Applicable Percentage of such reduction amount. All fees in respect of the Revolving Credit Facility accrued until the effective date of any termination of the applicable Revolving Credit Commitments shall be paid on the effective date of such termination.

Section 2.07 *Repayment of Loans.* (a) *Australian Dollar Term A Loans*. Subject to the second to last sentence of Section 2.05(a)(i), the principal amounts of the Australian Dollar Term A Loans shall be repaid in Australian Dollars in consecutive quarterly installments (each such repayment date, an "**Australian Dollar Term A Installment Payment Date**") in an amount equal to, (i) on the final day of each of the first four full fiscal quarters after the Third Restatement Date (such four fiscal quarter period, the "**First Repayment Year**"), 1.25% of the aggregate principal amount of the Australian Dollar Term A Loans outstanding as of the Third Restatement Date (such aggregate principal amount, the "**Initial AUD Loan Amount**"), (ii) on the final day of each of the first four fiscal quarters after completion of the First Repayment Year (such four fiscal quarter period, the "**Second Repayment Year**"), 1.875% of the Initial AUD Loan Amount, (iii) on the final day of each of the first four fiscal quarters after completion of the Second Repayment Year, 2.50% of the Initial AUD Loan Amount and (iv) on the final day of each fiscal quarter thereafter until the Maturity Date, 3.125% of the Initial AUD Loan Amount; *provided, however,* that the final principal repayment installment of the Australian Dollar Term A Loans shall be repaid on the Maturity Date for the Australian Dollar Term A Facility and shall be in an amount equal to the aggregate principal amount of all Australian Dollar Term A Loans outstanding on such date.

(b) *Euro Term A Loans*. Subject to the second to last sentence of Section 2.05(a)(i), the principal amounts of the Euro Term A Loans shall be repaid in Euros in consecutive quarterly installments (each such repayment date, a "**Euro Term A Installment Payment Date**") in an amount equal to, (i) on the final day of each of the first four full fiscal quarters after the Third Restatement Date, 1.25% of the aggregate principal amount of the Euro Term A Loans outstanding as of the Third Restatement Date (such aggregate principal amount, the "**Initial EUR Loan Amount**"), (ii) on the final day of each of the first four fiscal quarters after completion of the First Repayment Year, 1.875% of the Initial EUR Loan Amount, (iii) on the final day of each of the first four fiscal quarters after completion of the Second Repayment Year, 2.50% of the Initial

EUR Loan Amount and (iv) on the final day of each fiscal quarter thereafter until the Maturity Date, 3.125% of the Initial EUR Loan Amount; *provided, however,* that the final principal repayment installment of the Euro Term A Loans shall be repaid on the Maturity Date for the Euro Term A Facility and shall be in an amount equal to the aggregate principal amount of all Euro Term A Loans outstanding on such date.

(c) *Revolving Credit Loans*. Subject to Section 2.17, the Revolving Credit Borrowers shall repay to the Revolving Credit Lenders on the Maturity Date for the Revolving Credit Facility the aggregate principal amount of all Revolving Credit Loans outstanding on such date.

(d) *Swing Line Loans*. The U.S. Revolving Credit Borrowers shall repay each Swing Line Loan on the earlier to occur of (i) the date on which the Administrative Agent requests such repayment; *provided* that such request shall not be made prior to the tenth Business Day after such Loan is made and (ii) the Maturity Date for the Revolving Credit Facility.

(e) *Incremental Term A Loans*. In the event any Incremental Term A Loans are made, such Incremental Term A Loans shall be repaid on each Term A Installment Payment Date occurring on or after the applicable Increased Amount Date as set forth in the applicable Incremental Joinder Agreement.

Section 2.08 *Interest.* (a) Subject to the provisions of Section 2.08(b), (i) each Eurodollar Rate Loan under a Facility shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate *per annum* equal to the Eurodollar Rate for such Interest Period plus the Applicable Rate for such Facility, (ii) each Base Rate Loan under a Facility shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate *per annum* equal to the Base Rate plus the Applicable Rate for such Facility, (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate *per annum* equal to the Base Rate plus the Applicable Rate for the Revolving Credit Facility, (iv) each Australian BBSR Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date (or conversion date, if applicable) at a rate *per annum* equal to the Australian BBSR Rate for such Interest Period plus the Applicable Rate for the Revolving Credit Facility and (v) each Canadian BA Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date (or conversion date, if applicable) at a rate *per annum* equal to the Canadian BA Rate for such Interest Period plus the Applicable Rate for the Revolving Credit Facility.

(b) (i) If any amount payable by the Borrowers under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate *per annum* at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) Upon the occurrence of and while any Event of Default as described in Section 8.01(f) exists, the Borrowers shall pay interest on all outstanding Obligations hereunder at a fluctuating interest rate *per annum* at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Upon the request of the Required Lenders (or with respect to Letter of Credit Fees or fees payable pursuant to Section 2.09(a), upon the request of the Required Revolving Credit Lenders), while any Event of Default (other than the Events of Default described in paragraphs (b)(i) and (ii) above) exists, the Borrowers shall pay interest on all outstanding Obligations hereunder at a fluctuating interest rate *per annum* at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

Section 2.09 *Fees*. In addition to certain fees described in Section 2.03(h) and Section 2.03(i):

(a) *Commitment Fee*. The Revolving Credit Borrowers agree to pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Percentage, a commitment fee in U.S. Dollars equal to the Commitment Fee Rate times the actual daily amount by which the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments exceeds the sum of (A) the Outstanding Amount of Revolving Credit Loans and (B) the Outstanding Amount of L/C Obligations, subject to adjustment as provided in Section 2.16. The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Section 4.03 is not met, and shall be due and payable quarterly in arrears on the first Business Day of each January, April, July and October, commencing on the first such date to occur after the Third Restatement Date, and on the last day of the Availability Period. The commitment fee shall be calculated quarterly in arrears.

(b) *Administrative Agent Fee*. The Borrowers agree to pay to the Administrative Agent, for its own account, the Administrative Agent Fee set forth in the Third Restatement Fee Letter and such other fees payable in the amounts and at the times separately agreed upon between Holdings and the Administrative Agent.

(c) *Ticking Fee*. The Borrowers agree to pay to each Lender, for its own account, a ticking fee in an amount equal to 0.35% per annum (calculated on the basis of actual number of days elapsed in a year of 360 days) based on the aggregate amount of such Lender's commitments with respect to the Facilities as described on the schedule of allocations delivered to Holdings by the Administrative Agent on August 16, 2016, such ticking fee to accrue commencing on January 2, 2017 through the date which is the earliest to occur of (a) June 30, 2017, (b) the Third Restatement Date, (c) the Outside Date (or similar term) (as defined in the Acquisition agreement) and (d) the termination of the Acquisition Agreement without the Acquisition being consummated (such earliest date, the "**Ticking Fee Payment Date**"), and such ticking fee shall be earned, due and payable in full by the Borrowers on the Ticking Fee Payment Date. For the avoidance of doubt, no ticking fee will be payable to the extent the Acquisition Agreement is terminated without the Acquisition being consummated prior to January 2, 2017.

(d) *Other Fees*. The Borrowers shall pay to the Arrangers, the Lenders and the Administrative Agent for their own respective account fees in the amounts and at the times separately agreed upon in writing among such Persons. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(e) Notwithstanding anything to the contrary contained herein, no Borrower shall be obligated to pay any amounts under this Section 2.09 to any Lender while such Lender is a Defaulting Lender.

Section 2.10 *Computation of Interest and Fees; Retroactive Adjustments of Applicable Rate.* (a) All computations of interest for Base Rate Loans shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable,

being paid than if computed on the basis of a 365-day year) or, in the case of interest in respect of Revolving Credit Loans denominated in Alternative Currencies as to which market practice differs from the foregoing, in accordance with such market practice. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) If, as a result of any restatement of or other adjustment to the financial statements of Holdings or for any other reason, Holdings, the Administrative Agent or the Required Lenders determine that (i) the Consolidated Leverage Ratio as calculated by Holdings as of any applicable date was inaccurate and (ii) a proper calculation of the Consolidated Leverage Ratio would have resulted in higher pricing for such period, Holdings shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders or the L/C Issuer, as the case may be, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under the Bankruptcy Code of the United States, automatically and without further action by the Administrative Agent, any Lender or the L/C Issuer), an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period. This paragraph shall not limit the rights of the Administrative Agent, any Lender or the L/C Issuer, as the case may be, under Section 2.03(c)(iii), 2.03(h) or 2.08(b) or under Article 8. The Borrowers' obligations under this paragraph shall survive the termination of the Aggregate Commitments and the repayment of all other Obligations hereunder.

Section 2.11 *Evidence of Debt*. (a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, each Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Revolving Credit Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Revolving Credit Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Revolving Credit Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

Section 2.12 *Payments Generally; Administrative Agent's Clawback.* (a) *General*. All payments to be made by any Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein and except with respect to principal and interest on Loans and L/C Obligations denominated in an Alternative Currency, all payments by any Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to

which such payment is owed, at the Administrative Agent's Office in U.S. Dollars and in immediately available funds not later than 12:00 p.m. on the date specified herein. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder with respect to principal and interest on Loans and L/C Obligations denominated in an Alternative Currency shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in such Alternative Currency and in Same Day Funds not later than the Applicable Time specified by the Administrative Agent on the dates specified herein. If, for any reason, any Borrower is prohibited by any Law from making any required payment hereunder in an Alternative Currency, such Borrower shall make such payment in U.S. Dollars in an amount equal to the U.S. Dollar Equivalent of the amount due in such Alternative Currency as of the date of payment. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of all payments and prepayments of principal and interest due hereunder, together with all other amounts due thereto, including all fees payable with respect thereto, in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m., in the case of payments in U.S. Dollars, or after the Applicable Time specified by the Administrative Agent, in the case of payments in an Alternative Currency, shall in each case be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by any Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) *Funding by Lenders*; *Presumption by Administrative Agent*. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the applicable Borrower or Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the applicable Borrower or Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower or Borrowers to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the applicable Borrower or Borrowers, the interest rate applicable to Base Rate Loans. If the applicable Borrower or Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the applicable Borrower or Borrowers the amount of such interest paid by such Borrower or Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by any Borrower shall be without prejudice to any claim such Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) *Payments by Borrowers*; *Presumptions by Administrative Agent*. Unless the Administrative Agent shall have received notice from a Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder

that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Appropriate Lenders the amount due. In such event, if the applicable Borrower has not in fact made such payment, then each of the Appropriate Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Appropriate Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender, the L/C Issuer or Holdings with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) *Failure to Satisfy Conditions Precedent*. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in this Article 2, and such funds are not made available to the applicable Borrowers by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article 4 are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall promptly return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) *Obligations of Lenders Several*. The obligations of the Lenders hereunder to make Term A Loans and Revolving Credit Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 11.04(c).

(e) *Funding Source*. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) *Insufficient Funds*. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) *first*, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) *second*, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

Section 2.13 *Sharing of Payments by Lenders*. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations in respect of any of the Facilities due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of the Facilities due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations in respect of the Facilities due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations in respect of any of the Facilities owing (but not due and payable) to such Lender hereunder and under the other Loan

Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations in respect of the Facilities owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payment on account of the Obligations in respect of the Facilities owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations in respect of the Facilities then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, *provided* that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section 2.13 shall not be construed to apply to (A) any payment made by or on behalf of any Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (B) the application of Cash Collateral provided for in Section 2.15, or (C) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to Holdings or any Subsidiary or Affiliate thereof (as to which the provisions of this Section 2.13 shall apply).

Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each such Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

Section 2.14 *Incremental Facilities*.

(a) Holdings may by written notice to the Administrative Agent elect to request (A) prior to the Maturity Date of the Revolving Credit Facility, an increase to the existing Revolving Credit Commitments (any such increase, the "**Incremental Revolving Commitments**") and/or (B) prior to the Maturity Date of the Term A Facility, the establishment of one or more new term loan A commitments (the "**Incremental Term Loan A Commitments**") by an amount not in excess of an aggregate amount equal to $500,000,000 after the Third Restatement Date (such amount, the "**Incremental Capacity**") and not less than $25,000,000 individually. Each such notice shall specify (i) the date (each, an "**Increased Amount Date**") on which Holdings proposes that the Incremental Revolving Commitments or Incremental Term Loan A Commitments, as applicable, shall be effective, which shall be a date not less than ten (10) Business Days after the date on which such notice is delivered to the Administrative Agent (or such shorter period of time as may be agreed to by the Administrative Agent in its sole discretion) and (ii) the identity of each Lender or other Person, which must be an Eligible Assignee (each, an "**Incremental Revolving Loan Lender**" or "**Incremental Term Loan A Lender**", as applicable) to whom Holdings proposes any portion of such Incremental Revolving Commitments or Incremental Term Loan A Commitments, as applicable, be allocated and the amounts of such allocations. Any Lender approached to provide all or a portion of the Incremental Revolving Commitments or Incremental Term Loan A Commitments may elect or decline, in its sole discretion, to provide an Incremental Revolving Commitment or an Incremental Term Loan A Commitment. Such

Incremental Revolving Commitments or Incremental Term Loan A Commitments shall become effective as of such Increased Amount Date; *provided* that (i) no Default or Event of Default shall exist on such Increased Amount Date before or after giving effect to such Incremental Revolving Commitments or Incremental Term Loan A Commitments, as applicable, and the extensions of credit to be made thereunder on such date; (ii) both before and immediately after giving effect to the making of any Incremental Term A Loans, each of the conditions set forth in Section 4.03 shall be satisfied; (iii) Holdings shall be in *pro forma* compliance with each of the covenants set forth in Section 7.11, in each case as of the last day of the most recently ended fiscal quarter and as of the Increased Amount Date (assuming for such purpose that the relevant ratios shall have been calculated taking into account all Consolidated Funded Indebtedness outstanding on such date, Consolidated EBITDA as of the most recently completed Measurement Period and the Consolidated Cash Interest Expense for such Measurement Period (assuming for such purpose that such Consolidated Funded Indebtedness had been outstanding on the first day of and through the end of such Measurement Period and measuring such ratios against those for the most recently ended period in question set forth in Section 7.11 (as applicable))) after giving effect to such Incremental Revolving Commitments or Incremental Term Loan A Commitments and the extensions of credit to be made thereunder on such date, as applicable; (iv) the Incremental Revolving Commitments or Incremental Term Loan A Commitments, as applicable, shall be effected pursuant to one or more Incremental Joinder Agreements executed and delivered by Holdings or the applicable Revolving Credit Borrowers, as applicable, the Incremental Revolving Loan Lender(s) or the Incremental Term Loan A Lender(s), as applicable, and the Administrative Agent, each of which shall be recorded in the Register (and each Incremental Revolving Loan Lender and Incremental Term Loan A Lender shall be subject to the requirements set forth in Section 3.01); (v) the Incremental Facilities shall rank *pari passu* in right of security with the Revolving Credit Facility and the Term A Facility, (vi) all reasonable fees and out-of-pocket expenses actually incurred owing to the Administrative Agent and the Lenders (other than a Defaulting Lender) in respect of the Incremental Revolving Commitments and Incremental Term Loan A Commitments shall have been paid, (vii) the incurrence of Incremental Term A Loans, Incremental Revolving Commitments and/or Incremental Revolving Loans shall be permitted at such time under the SpinCo Notes Documents and any other indenture, loan agreement or other material agreement to which Holdings or any of its Subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject and (viii) Holdings shall deliver or cause to be delivered legal opinions, officer's certificates and such other documents (including modifications of Mortgages and title insurance endorsements or policies) reasonably requested by the Administrative Agent in connection with any such transaction. Any Incremental Term A Loans made on an Increased Amount Date shall be designated a separate series (a " **Series**") of Incremental Term A Loans for all purposes of this Agreement or, if made on terms identical to (i) in the case of Incremental Term A Loans denominated in Australian Dollars, the Australian Dollar Term A Loans or (ii) in the case of Incremental Term A Loans denominated in Euros, the Euro Term A Loans, may constitute a part of the Australian Dollar Term A Facility or the Euro Term A Facility, as applicable.

(b) On any Increased Amount Date on which Incremental Revolving Commitments are effected, subject to the satisfaction of the foregoing terms and conditions, (i) each of the existing Revolving Credit Lenders shall assign to each of the Incremental Revolving Loan Lenders, and each of the Incremental Revolving Loan Lenders shall purchase from each of the existing Revolving Credit Lenders, at the principal amount thereof (together with accrued interest), such interests in the Revolving Credit Loans outstanding on such Increased Amount Date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Credit Loans will be held by existing Revolving Credit Lenders and Incremental Revolving Loan Lenders ratably in accordance with their Revolving Credit Commitments after giving effect to the addition of such Incremental Revolving Commitments to the Revolving Credit Commitments, (ii) each Incremental Revolving Commitment shall be deemed for all purposes a Revolving Credit Commitment and each Loan made thereunder (an "**Incremental Revolving Loan**") shall be deemed,

for all purposes, a Revolving Credit Loan and (iii) each Incremental Revolving Loan Lender shall become a Lender with respect to the Incremental Revolving Commitment and all matters relating thereto.

(c) On any Increased Amount Date on which any Incremental Term Loan A Commitments of any Series are effective, subject to the satisfaction of the foregoing terms and conditions, (i) each Incremental Term Loan A Lender of any Series shall make a Loan to Holdings (an "**Incremental Term A Loan**") in an amount equal to its Incremental Term Loan A Commitment of such Series and (ii) each Incremental Term Loan A Lender of any Series shall become a Lender hereunder with respect to the Incremental Term Loan A Commitment of such Series and the Incremental Term A Loans of such Series made pursuant thereto.

(d) The Administrative Agent shall notify the Lenders promptly upon receipt of Holdings' notice of each Increased Amount Date and in respect thereof (i) the Incremental Revolving Commitments and the Incremental Revolving Loan Lenders, the Series of Incremental Term Loan A Commitments and the Incremental Term Loan A Lenders of such Series of such Series, as applicable and (ii) in the case of each notice to any applicable Revolving Credit Lender, the respective interests in such Revolving Credit Lender's Revolving Credit Loans, in each case subject to the assignments contemplated by this Section 2.14.

(e) Except as otherwise provided herein, the terms and documentation in respect of any Incremental Term A Loans and Incremental Term Loan A Commitments shall be reasonably satisfactory to Holdings, the Administrative Agent and the Incremental Term Loan A Lenders; *provided* that the terms and provisions of the Incremental Term A Loans and Incremental Term Loan A Commitments of any Series shall be, except as otherwise set forth herein or as otherwise agreed by Holdings, the Administrative Agent and the Incremental Term Loan A Lenders and set forth in the Incremental Joinder Agreement, (i) in the case of Incremental Term A Loans denominated in Australian Dollars, identical to the Australian Dollar Term A Loans or (ii) in the case of Incremental Term A Loans denominated in Euros, identical to the Euro Term A Loans. Notwithstanding the foregoing, (i) the Weighted Average Life to Maturity of all Incremental Term A Loans of any Series shall be no shorter than the Weighted Average Life to Maturity of the Australian Dollar Term A Loans or the Euro Term A Loans, (ii) the applicable Incremental Term Loan A Maturity Date of each Series shall be no shorter than the latest final maturity date of the Australian Dollar Term A Loans or the Euro Term A Loans, (iii) the yield applicable to the Incremental Term A Loans of each Series shall be determined by Holdings and the applicable new Lenders and shall be set forth in each applicable Incremental Joinder Agreement; *provided, however*, that if the All-in Yield applicable to the Incremental Term A Loans exceeds the applicable All-in Yield of the Australian Dollar Term A Loans or the Euro Term A Loans by more than 0.50% *per annum*, the applicable interest rate of such Term A Loans shall be increased (without further consent of the affected Lenders) so that the All-in Yield applicable to the Incremental Term A Loans is not more than 0.50% *per annum* more than the All-in Yield applicable to such Term A Loans and (iv) the currency of any Incremental Term A Loans may be U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Australian Dollars or any other lawful currency that is readily available and freely transferable and convertible into U.S. Dollars, in each case as determined by Holdings, the Administrative Agent and the Incremental Term Loan A Lenders.

(f) The terms and provisions of the Incremental Revolving Loans shall be identical to the Revolving Credit Loans; *provided* that if the applicable Incremental Revolving Loan Lenders require an interest rate in excess of the interest rate then applicable to the Revolving Credit Facility, the interest rate on the Revolving Credit Facility shall be increased to equal such required rate without further consent of the affected Lenders.

(g) Each Incremental Joinder Agreement may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.14.

(h) This Section 2.14 shall supersede any provisions in Section 2.13 or Section 11.01(a) to the contrary.

Section 2.15 *Cash Collateral*.

(a) *Certain Credit Support Events*. Upon the request of the Administrative Agent or the L/C Issuer (i) if the L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing or (ii) if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the applicable Revolving Credit Borrowers shall, in each case, immediately Cash Collateralize of all L/C Obligations in an amount equal to 103% of the then Outstanding Amount of all L/C Obligations. At any time that there shall exist a Defaulting Lender, immediately upon the request of the Administrative Agent, the L/C Issuer or the Swing Line Lender, the applicable Revolving Credit Borrowers shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover all Fronting Exposure (after giving effect to Section 2.16(a)(iv) and any Cash Collateral provided by the Defaulting Lender).

(b) *Grant of Security Interest*. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in blocked, non-interest bearing deposit accounts at a bank selected by the Administrative Agent. Each Borrower, and to the extent provided by any Lender, such Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the L/C Issuer and the Lenders (including the Swing Line Lender), and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.15(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure and other obligations secured thereby, the applicable Revolving Credit Borrowers or the relevant Defaulting Lender will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

(c) *Application*. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.15 or Sections 2.03, 2.04, 2.05, 2.16 or 8.02 in respect of Letters of Credit or Swing Line Loans shall be held and applied to the satisfaction of the specific L/C Obligations, Swing Line Loans, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

(d) *Release*. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender) or (ii) the Administrative Agent's good faith determination that there exists excess Cash Collateral; *provided* that (x) Cash Collateral furnished by or on behalf of a Loan Party shall not be released during the continuance of a Default or Event of Default (and following application as provided

in this Section 2.15 may be otherwise applied in accordance with Section 8.03), and (y) the Person providing Cash Collateral and the L/C Issuer or Swing Line Lender, as applicable, may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

Section 2.16 *Defaulting Lenders*.

(a) *Adjustments*. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) *Waivers and Amendments*. That Defaulting Lender's right to approve or disapprove any amendment, modification, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of Required Lenders, Required Revolving Credit Lenders, Required Incremental Term Loan A Lenders and Required Term A Lenders and, in addition, Defaulting Lenders shall not be permitted to vote with respect to any other amendment, modification, waiver or consent pursuant to Section 11.01 or otherwise direct the Administrative Agent pursuant to the terms hereof or of the other Loan Documents; *provided* that any amendment, modification, waiver or consent requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender.

(ii) *Reallocation of Payments*. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article 8 or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 11.08), shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a *pro rata* basis of any amounts owing by that Defaulting Lender to the L/C Issuer or Swing Line Lender hereunder; *third*, if so determined by the Administrative Agent or requested by the L/C Issuer or Swing Line Lender, to be held as Cash Collateral for future funding obligations of that Defaulting Lender of any participation in any Swing Line Loan or Letter of Credit; *fourth*, as Holdings may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and Holdings, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; *sixth*, to the payment of any amounts owing to the Lenders, the L/C Issuer or Swing Line Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the L/C Issuer or Swing Line Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans or L/C Borrowings were made at a time when the conditions set forth in Section 4.03 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Borrowings owed to, all non-Defaulting Lenders on a *pro rata* basis prior to being applied to

the payment of any Loans of, or L/C Borrowings owed to, that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.16(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) *Certain Fees*. A Defaulting Lender (x) shall not be entitled to receive a commitment fee pursuant to Section 2.09(a) for any period during which that Lender is a Defaulting Lender (and Holdings shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) and (y) shall be limited in its right to receive Letter of Credit Fees as provided in Section 2.03(h).

(iv) *Reallocation of Applicable Percentages to Reduce Fronting Exposure*. During any period in which there is a Defaulting Lender in respect of the Revolving Credit Facility, for purposes of computing the amount of the obligation of each Revolving Credit Lender that is not a Defaulting Lender to acquire, refinance or fund participations in Letters of Credit or Swing Line Loans pursuant to Sections 2.03 and 2.04, the Applicable Percentage of each Revolving Credit Lender that is not a Defaulting Lender in respect of the applicable Revolving Credit Facility shall be computed without giving effect to the Revolving Credit Commitment of that Defaulting Lender; *provided* that (i) each such reallocation shall be given effect only if, at the date the applicable Revolving Credit Lender becomes a Defaulting Lender, no Default or Event of Default exists; and (ii) the aggregate obligation of each Revolving Credit Lender that is not a Defaulting Lender to acquire, refinance or fund participations in Letters of Credit and/or Swing Line Loans, as applicable, shall not exceed the positive difference, if any, of (x) the Revolving Credit Commitment under the applicable Revolving Credit Facility of that Revolving Credit Lender that is not a Defaulting Lender minus (y) the aggregate Outstanding Amount of the Revolving Credit Loans under the applicable Revolving Credit Facility of that Revolving Credit Lender.

(b) *Defaulting Lender Cure*. If Holdings, the Administrative Agent, the Swing Line Lender and the L/C Issuer agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders (and shall pay to such other Lenders any break funding costs that such other Lenders may incur as a result of such purchase) or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a *pro rata* basis by the applicable Revolving Credit Lenders in accordance with their Applicable Percentages of the relevant Revolving Credit Facility (without giving effect to Section 2.16(a)(iv)), whereupon that Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments (other than payments in respect of expense reimbursements and indemnification obligations) made by or on behalf of the Borrowers while that Lender was a Defaulting Lender; and *provided, further,* that except to the extent otherwise expressly agreed by the affected parties and subject to Section 11.27, no change hereunder from Defaulting Lender to Revolving Credit Lender will constitute a waiver or release of any claim of any party hereunder arising from that Revolving Credit Lender's having been a Defaulting Lender.

Section 2.17 *Nature of Obligations*.

(a) Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is understood and agreed by the various parties to this Agreement that:

(i) all U.S. Borrower Obligations to repay principal of, interest on, and all other amounts with respect to, all Revolving Credit Loans made to U.S. Borrowers, Term Loans made to U.S. Borrowers, Swing Line Loans, Letters of Credit issued for the account of any U.S. Borrower and all other U.S. Borrower Obligations pursuant to this Agreement and each other Loan Document (including all fees, indemnities, taxes and other U.S. Borrower Obligations in connection therewith or in connection with the related Commitments) shall constitute the joint and several obligations of each of the U.S. Borrowers. In addition to the direct (and joint and several) obligations of the U.S. Borrowers with respect to U.S. Borrower Obligations as described above, all such U.S. Borrower Obligations shall be guaranteed pursuant to, and in accordance with the terms of, the U.S. Obligations Guaranty, provided that the obligations of a U.S. Borrower with respect to the U.S. Borrower Obligations as described above shall not be limited by any provision of the U.S. Obligations Guaranty entered into by such U.S. Borrower; and

(ii) all Foreign Borrower Obligations to repay principal of, interest on, and all other amounts with respect to, all Revolving Credit Loans, Letters of Credit issued for the account of any Foreign Borrower and all other Foreign Borrower Obligations pursuant to this Agreement and each other Loan Document (including all fees, indemnities, taxes and other Foreign Borrower Obligations in connection therewith or in connection with the related Commitments) shall constitute the joint and several obligations of each applicable Group of Foreign Borrowers. In addition to the direct (and joint and several) obligations of the Foreign Borrowers with respect to Foreign Borrower Obligations as described above, all such Foreign Borrower Obligations shall be guaranteed pursuant to, and in accordance with the terms of, the Foreign Obligations Guaranty; *provided*, that the obligations of a Foreign Borrower with respect to the Foreign Borrower Obligations as described above shall not be limited by any provision of the Foreign Obligations Guaranty entered into by such Foreign Borrower.

(b) *Independent Obligations*. The obligations of each Borrower with respect to its Borrower Obligations are independent of the Obligations of each other Borrower or any Guarantor under its Guarantee of such Borrower Obligations, and a separate action or actions may be brought and prosecuted against each Borrower, whether or not any other Borrower or any Guarantor is joined in any such action or actions. Each Borrower waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by any Borrower or other circumstance which operates to toll any statute of limitations as to any Borrower shall, to the fullest extent permitted by law, operate to toll the statute of limitations as to each Borrower.

(c) *Authorization*. Each of the Borrowers authorizes the Administrative Agent, the L/C Issuer and the Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time to, to the maximum extent permitted by applicable law and the Loan Documents:

(i) exercise or refrain from exercising any rights against any other Borrower or any Guarantor or others or otherwise act or refrain from acting;

(ii) release or substitute any other Borrower, endorsers, Guarantors or other obligors;

(iii) settle or compromise any of the Borrower Obligations of any other Borrower or any other Loan Party, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any Borrower to its creditors other than the Lenders;

(iv) apply any sums paid by any other Borrower or any other Person, howsoever realized to any liability or liabilities of such other Borrower or other Person regardless of what liability or liabilities of such other Borrower or other Person remain unpaid; and /or

(v) consent to or waive any breach of, or act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise, by any other Borrower or any other Person.

(d) *Reliance*. It is not necessary for the Administrative Agent, the L/C Issuer or any Lender to inquire into the capacity or powers of any Borrower or any of their respective Subsidiaries or the officers, directors, members, partners or agents acting or purporting to act on its behalf, and any Borrower Obligations made or created in reliance upon the professed exercise of such powers shall constitute the joint and several obligations of the respective Borrowers hereunder.

(e) *Contribution; Subrogation*. No Borrower shall exercise any rights of contribution or subrogation with respect to any other Borrower as a result of payments made by it hereunder, in each case unless and until (i) the Commitments and all Letters of Credit have been terminated and (ii) all of the Obligations have been paid in full in cash. To the extent that any Foreign Loan Party or any U.S. Loan Party shall be required to pay a portion of the Obligations which shall exceed the amount of loans, advances or other extensions of credit received by such Loan Party and all interest, costs, fees and expenses attributable to such loans, advances or other extensions of credit, then such Loan Party shall be reimbursed by the other Loan Parties for the amount of such excess, subject to the restrictions of the previous sentence. This Section 2.17(e) is intended only to define the relative rights of the Loan Parties, and nothing set forth in this Section 2.17(e) is intended or shall impair the obligations of each Loan Party to pay its Obligations as and when the same shall become due and payable in accordance with the terms hereof.

(f) *Limitation of Exempted Entity Obligations*. Notwithstanding anything to the contrary herein or in any other Loan Document (including provisions that may override any other provision), (i) except in the case of a U.S. Subsidiary Guarantor that is a U.S. Subsidiary Guarantor for so long as and to the extent provided under clause (a), (c) or (d) of the definition thereof, in no event shall an Exempted Entity guarantee or be deemed to have guaranteed or become liable or obligated on a joint and several basis or otherwise for any direct U.S. Obligation under this Agreement or under any of the other Loan Documents, (ii) no CFC Subsidiary or its Subsidiaries shall pledge its assets to secure a U.S. Obligation, and (iii) a Foreign Borrower shall be liable for and required to pay only Foreign Borrower Obligations and shall have no obligation (pursuant to an indemnity or otherwise) or payment requirement in respect of any U.S. Obligation. All provisions contained in any Loan Document shall be interpreted consistently with this Section 2.17(f) to the extent possible, and where such other provisions conflict with the provisions of this Section 2.17(f), the provisions of this Section 2.17(f) shall govern.

## ARTICLE 3
## TAXES, YIELD PROTECTION AND ILLEGALITY

Section 3.01 *Taxes*. (a) *Payments Free of Taxes*; *Obligation to Withhold*; *Payments on Account of Taxes*. (i) Any and all payments by or on account of any obligation of any Loan Party hereunder or under

any other Loan Document shall to the extent permitted by applicable Laws be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Laws require the Loan Party or the Administrative Agent to withhold or deduct any Tax upon the basis of the information and documentation to be delivered pursuant to subsection (e) below, including both (x) United States federal backup withholding and (y) withholding taxes from any payment, then:

(i) (A) the Loan Party or the Administrative Agent, as applicable, shall withhold or make such deductions as are determined by the Loan Party or the Administrative Agent, as applicable, to be required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Loan Party or the Administrative Agent, as applicable, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent, Lender or L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) *Payment of Other Taxes by the Borrowers*. Except to the extent already reflected in subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Laws, or at the option of the Administrative Agent timely reimburse it for the payment of Other Taxes.

(c) *Tax Indemnifications*. (i) Except to the extent that an amount has been paid pursuant to Section 3.01(a) or (b), the Loan Parties shall, and do hereby, jointly and severally indemnify the Administrative Agent, each Lender and the L/C Issuer, and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) withheld or deducted by any Loan Party or the Administrative Agent or payable or paid by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The Borrowers hereby jointly and severally agree to indemnify the Administrative Agent, and shall make payment in respect thereof within ten (10) days after demand therefor, for any amount which a Lender or the L/C Issuer for any reason fails to pay indefeasibly to the Administrative Agent as required by paragraph (ii) of this Section 3.01(c). Any demand for payment on account of Indemnified Taxes payable or paid by the Administrative Agent, as the case may be, shall be supported by a certificate stating the amount of any Taxes so paid or payable and describing the basis for the indemnification claim. Such certificate delivered to a Loan Party by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error.

(ii) Without limiting the provisions of subsection (a) or (b) above, each Lender and the L/C Issuer shall, and does hereby, severally indemnify:

(A) each Borrower and the Administrative Agent, and shall make payment in respect thereof within ten (10) days after demand therefor, against any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and expenses (including the fees, charges and disbursements of any counsel for the Borrowers or the Administrative Agent) incurred by or asserted against any Borrower or the Administrative Agent by any Governmental Authority as a result of the failure by such Lender or the L/C

Issuer, as the case may be, to deliver, or as a result of the inaccuracy or similar deficiency of, any documentation required to be delivered by such Lender or the L/C Issuer, as the case may be, to Holdings or the Administrative Agent pursuant to subsection (e)(ii); and

(B) the Administrative Agent, and shall make payment in respect thereof within ten (10) days after demand therefor, against (x) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (y) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority and (z) any Taxes attributable to such Lender's or L/C Issuer's failure to comply with the provisions of Section 11.06(d) relating to the maintenance of a Participant Register.

Each Lender and the L/C Issuer hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or the L/C Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this Section 3.01(c)(ii). The agreements in this Section 3.01(c)(ii) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender or the L/C Issuer, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all other Obligations.

(d) *Evidence of Payments*. Upon request by any Loan Party or the Administrative Agent, as the case may be, after any payment of Taxes by any Loan Party or by the Administrative Agent to a Governmental Authority as provided in this Section 3.01, the applicable Loan Party shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the applicable Loan Party, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to such Loan Party or the Administrative Agent, as the case may be.

(e) *Status of Lenders*; *Tax Documentation*.

(i) For purposes of this Section 3.01(e), the term "Lender" includes the L/C Issuer. Each Lender shall deliver to the applicable Borrower and to the Administrative Agent, at the time or times prescribed by applicable Laws or when reasonably requested by any Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the applicable Borrower or the Administrative Agent, as the case may be, to determine (A) whether or not payments made hereunder or under any other Loan Document are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender by the Borrowers pursuant to this Agreement or otherwise to establish such Lender's status for withholding tax purposes in the applicable jurisdiction. Notwithstanding anything to the contrary in the preceding sentence, the delivery, completion and execution of documentation and other requested information described in this subsection (i) (and not, for the avoidance of doubt, otherwise described in Section 3.01(e)(ii) below) shall not be required if in the Lender's reasonable judgment such delivery, completion or execution would subject the

Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, on or prior to the date on which a Lender becomes a Lender under this Agreement with respect to a U.S. Borrower (and from time to time thereafter upon the reasonable request of any Borrower or the Administrative Agent), but only to the extent it is legally entitled to do so,

(A) any Lender that is a U.S. Person shall deliver to Holdings and the Administrative Agent executed originals of IRS Form W-9 or such other documentation or information prescribed by applicable Laws or reasonably requested by Holdings or the Administrative Agent as will enable Holdings or the Administrative Agent, as the case may be, to determine whether or not such Lender is subject to backup withholding or information reporting requirements; and

(B) each Lender that is not a U.S. Person shall deliver to Holdings and the Administrative Agent (in such number of copies as shall be reasonably requested by the recipient), whichever of the following is applicable:

(1) in the case of such a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty,

(2) executed originals of Internal Revenue Service Form W-8ECI,

(3) in the case of such a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of any Borrower within the meaning of section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) executed originals of Internal Revenue Service Form W-8BEN, or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-2 or G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each

such direct and indirect partner together with the executed originals of the applicable IRS Forms.

(iii) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the applicable Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by any Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the applicable Borrower or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this paragraph (iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement. For purposes of determining withholding Taxes imposed under FATCA, from and after the Third Restatement Date, Holdings and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(iv) Each Lender shall promptly (A) notify Holdings and the Administrative Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction or if any form or certification it previously delivered becomes obsolete or inaccurate or expires and (B) update any such form or certification or notify Holdings and Administrative Agent in writing of its legal inability to do so.

(f) *Treatment of Certain Refunds*. At no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender or the L/C Issuer, or have any obligation to pay to any Lender or the L/C Issuer, any refund of Taxes withheld or deducted from funds paid for the account of such Lender or the L/C Issuer, as the case may be. If the Administrative Agent, any Lender or the L/C Issuer determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers have paid additional amounts pursuant to this Section 3.01, it shall pay to the applicable Borrower or Borrowers an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers under this Section 3.01 with respect to the Indemnified Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses actually incurred by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, related to the receipt of such refund and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that each Borrower, upon the request of the Administrative Agent, such Lender or the L/C Issuer, agrees to repay the amount paid over to such Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or the L/C Issuer in the event the Administrative Agent, such Lender or the L/C Issuer is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent, any Lender or the L/C Issuer to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrowers or any other Person. Notwithstanding anything to the contrary in this subsection, in no event will the Administrative Agent, such Lender or the L/C Issuer be required to pay any amount to the Borrowers pursuant to this subsection the payment of which would place the Administrative Agent, such Lender or the L/C Issuer in a less favorable after-Tax position than the Administrative Agent,

such Lender or the L/C Issuer would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid.

Section 3.02 *Illegality*. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to the Eurodollar Rate, the Australian BBSR Rate or the Canadian BA Rate, or to determine or charge interest rates based upon the Eurodollar Rate, the Australian BBSR Rate or the Canadian BA Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, U.S. Dollars or any Alternative Currency in the applicable interbank market, then, on notice thereof by such Lender to the Borrowers through the Administrative Agent, (i) any obligation of such Lender to make or continue Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans in the affected currency or currencies or to convert Base Rate Loans to Eurodollar Rate Loans shall be suspended and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Eurodollar Rate component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate, in each case, until such Lender notifies the Administrative Agent and the Borrowers that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay such Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans or, if applicable and such Loans are denominated in U.S. Dollars, convert all Eurodollar Rate Loans of such Lender to Base Rate Loans or (y) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans (the interest rate on which is determined by reference to the Eurodollar Rate component of the Base Rate), the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurodollar Rate component of the Base Rate, in each case, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans. Upon any such prepayment or conversion, the applicable Borrowers shall also pay accrued interest on the amount so prepaid or converted.

Section 3.03 *Inability to Determine Rates*. If the Required Lenders determine that for any reason in connection with any request for a Eurodollar Rate Loan, Australian BBSR Rate Loan or a Canadian BA Rate Loan or a conversion to or continuation thereof that (a) (i) deposits are not being offered to banks in the London interbank market for the applicable amount and Interest Period of such Loan, (ii) adequate and reasonable means do not exist for determining the Eurodollar Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan or in connection with an existing or proposed Base Rate Loan or (iii) adequate and reasonable means do not exist for determining the Australian BBSR Rate or Canadian BA Rate for any requested Interest Period with respect to a proposed Australian BBSR Rate Loan or Canadian BA Rate Loan, as applicable, or a market for Canadian bankers' acceptances for the same Interest Period or otherwise does not exist for any reason at that time or (b) the Eurodollar Rate, Australian BBSR Rate or Canadian BA Rate for any requested Interest Period with respect to a proposed Eurodollar Rate Loan, Australian BBSR Rate Loan or Canadian BA Rate Loan, as applicable, does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrowers and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans (or such other applicable Loans in an Alternative Currency) shall be suspended and (y) in the event of a determination described in the preceding sentence with respect to the Eurodollar Rate component of the Base Rate, the utilization of the Eurodollar Rate component in determining the Base Rate shall be suspended, in each case until the Administrative Agent

(upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrowers may revoke any pending request for a Borrowing of, conversion to or continuation of Eurodollar Rate Loans, Australian BBSR Rate Loan or Canadian BA Rate Loans (or such other applicable Loan in an Alternative Currency) or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in U.S. Dollars (in the case of Eurodollar Rate Loans). Notwithstanding the foregoing, in the case of a pending request for a continuation in an Alternative Currency as to which the Administrative Agent has made the determination described in clause (a) of the first sentence of this paragraph, Holdings, the Administrative Agent and the Required Lenders may establish a mutually acceptable alternative interest rate that reflects the all-in-costs of funds to such Lenders for funding Loans in the applicable currency and amount, and with the same Interest Period as the Canadian BA Rate Loan or Australian BBSR Rate Loan (or such other applicable Loan in an Alternative Currency) being requested to be made or continued, as the case may be (the "**Impacted Loans**") in which case such alternative rate of interest shall apply with respect to the Impacted Loans until (x) the Administrative Agent revokes the notice delivered with respect to the Impacted Loans under clause (a) of the first sentence of this paragraph, (y) the Required Lenders notify the Administrative Agent and the Borrower that such alternative interest rate does not adequately and fairly reflect the cost to such Lenders of funding the Impacted Loans or (z) any Lender determines that any Law has made it unlawful or that any Governmental Authority has asserted that it is unlawful for such Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to such alternative rate of interest or to determine or change interest rates based upon such rate or any Governmental Authority has imposed material restrictions on the authority of such Lender to do any of the foregoing and provides the Administrative Agent and Holdings written notice thereof.

Section 3.04 *Increased Costs; Reserves on Eurodollar Rate Loans and Canadian BA Rate Loans*. (a)Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement contemplated by Section 3.04(e)) or the L/C Issuer;

(ii) subject the Administrative Agent, any Lender or the L/C Issuer to any Tax (except for Indemnified Taxes covered by Section 3.01 and the imposition of, or any change in the rate of, any Tax described in clause (a)(ii) or clauses (b) through (d) of the definition of Excluded Tax) on its loans, bankers' acceptances, loan principal, letters of credit, commitment, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the L/C Issuer or the London interbank market, the Canadian interbank market or Australian interbank market or any other condition, cost or expense affecting this Agreement, Eurodollar Rate Loans, Australian BBSR Rate Loans or Canadian BA Rate Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to the Administrative Agent, the L/C Issuer or any Lender of making, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by the Administrative Agent, any Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of the Administrative Agent, such Lender or the L/C Issuer, the Borrowers will pay to the Administrative Agent, such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate the Administrative

Agent, such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements*. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy or liquidity), then from time to time the Borrowers will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) *Certificates for Reimbursement*. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section 3.04 and delivered to Holdings shall be conclusive absent manifest error. Absent manifest error, the Borrowers shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) *Delay in Requests*. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that the Borrowers shall not be required to compensate a Lender or the L/C Issuer pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies Holdings of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) *Reserves on Eurodollar Rate Loans, Australian BBSR Rate Loans and Canadian BA Rate Loans*. The Borrowers jointly and severally agree to pay to each Lender, as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurodollar funds or deposits (currently known as "Eurodollar liabilities"), Canadian Dollar loans, Australian Dollar loans, additional interest on the unpaid principal amount of each Eurodollar Rate Loan, Australian BBSR Rate Loan and/or Canadian BA Rate Loan, as the case may be, equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive and binding absent manifest error), which shall be due and payable on each date on which interest is payable on such Loan, provided Holdings shall have received at least ten (10) days' prior notice (with a copy to the Administrative Agent) of such additional interest from such Lender. If a Lender fails to give notice ten (10) days prior to the relevant Interest Payment Date, such additional interest shall be due and payable ten (10) days from receipt of such notice.

Section 3.05 *Compensation for Losses*. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers jointly and severally agree to promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period;

(b) any failure by any Borrower to (x) prepay, borrow or continue any Loan other than a Base Rate Loan or (y) convert any Loan other than a Base Rate Loan on the date or in the amount notified by such Borrower (in the case of a borrowing, for a reason other than the failure of such Lender to make a Loan);

(c) any payment by any Borrower of the principal of or interest on any Revolving Credit Loan or of any drawing under any Letter of Credit (or interest due thereon) denominated in an Alternative Currency in a different currency from the currency in which the applicable Revolving Credit Loan or Letter of Credit is denominated (except to the extent the L/C Issuer has required payment of any drawing under a Letter of Credit in U.S. Dollars pursuant to Section 2.03(c)(i)); or

(d) any assignment of a Eurodollar Rate Loan, Australian BBSR Rate Loan or a Canadian BA Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the applicable Borrower pursuant to Section 11.13;

including any foreign exchange losses or loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract. The Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrowers to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurodollar Rate Loan, each Australian BBSR Rate Loan or each Canadian BA Rate Loan, as applicable, made by it at the Eurodollar Rate, Australian BBSR Rate or the Canadian BA Rate, as applicable, for such Loan by a matching deposit or other borrowing in the London, Australian, Canadian or other offshore interbank market, as applicable, for the applicable currency for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Loan, Australian BBSR Rate Loan or Canadian BA Rate Loan was in fact so funded. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender, as specified in this Section 3.05, delivered to Holdings shall be conclusive absent manifest error.

Section 3.06 *Mitigation Obligations; Replacement of Lenders*. (a) *Designation of a Different Lending Office*. If any Lender requests compensation under Section 3.04, or any Borrower is required to pay any additional amount to any Lender, the L/C Issuer, or any Governmental Authority for the account of any Lender or the L/C Issuer pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender or the L/C Issuer shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender or the L/C Issuer, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender or the L/C Issuer, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or the L/C Issuer, as the case may be. The Borrowers hereby jointly and severally agree to pay all reasonable costs and expenses incurred by any Lender or the L/C Issuer in connection with any such designation or assignment.

(b) *Replacement of Lenders*. If any Lender requests compensation under Section 3.04, or if any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender hereunder, Holdings may replace such Lender in accordance with Section 11.13.

Section 3.07 *Survival.* All of the Borrowers' obligations under this Article 3 shall survive termination of this Agreement, the Aggregate Commitments, any assignment of rights by, or the replacement of, a Lender, repayment, satisfaction or discharge of all other Obligations hereunder, and resignation or replacement of the Administrative Agent.

## ARTICLE 4
## CONDITIONS PRECEDENT

Section 4.01 *Conditions Precedent to the SpinCo Closing Date.* The obligations of each Lender to fund the Credit Extensions to SpinCo on the SpinCo Closing Date requested to be made by it were subject to the satisfaction of the conditions precedent set forth in Section 4.01 of the Original Credit Agreement.

Section 4.02 *Conditions Precedent to the Original Closing Date.* The obligations of each Lender to fund the Credit Extensions to Holdings and ACCO Canadian Subsidiary (as defined in the Original Credit Agreement) on the Original Closing Date requested to be made by it were subject to the satisfaction of the conditions precedent set forth in Section 4.02 of the Original Credit Agreement.

Section 4.03 *Conditions to All Credit Extensions after the Original Closing Date.* The obligation of each Lender to honor any Request for Credit Extension after the Original Closing Date (other than pursuant to a Conversion/Continuation Notice) (including the making of Term A Loans to be made on the Third Restatement Date) is subject to the following conditions precedent:

(a) The representations and warranties of each Borrower and each other Loan Party contained in Article 5 or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, that are qualified by materiality shall be true and correct on and as of the date of such Credit Extension, and each of the representations and warranties of each Borrower and each other Loan Party contained in any other Loan Document or in any document furnished at any time under or in connection herewith or therewith that are not qualified by materiality shall be true and correct in all material respects on and as of the date of such Credit Extension, except in each case to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 4.03, the representations and warranties contained in paragraph (a) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to paragraph (a) and (b), respectively, of Section 6.01.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, the L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension (other than a Conversion/Continuation Notice) submitted by any Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.03(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

Section 4.04 *Conditions Precedent to Effectiveness of Second Amendment*. The effectiveness of the Second Amendment was subject to the satisfaction of the conditions precedent set forth in the Second Amendment.

Section 4.05 *Conditions Precedent to Effectiveness of Third Amendment to Amended and Restated Credit Agreement* . The effectiveness of the Third Amendment to Amended and Restated Credit Agreement is subject to the satisfaction of the conditions precedent set forth in the Third Amendment to Amended and Restated Credit Agreement.

Section 4.06 *Conditions Precedent to Effectiveness of Third Amendment to Second Amended and Restated Credit Agreement* . The effectiveness of the Third Amendment is subject to the satisfaction of the conditions precedent set forth in the Third Amendment.

## ARTICLE 5
## REPRESENTATIONS AND WARRANTIES

Each Borrower represents and warrants to the Administrative Agent and the Lenders on the Third Restatement Date (other than, with respect to the making of representations and warranties on the Third Restatement Date, with respect to those Subsidiaries of Holdings listed on Schedule 6.11) and on the date of each Credit Extension as contemplated by Section 4.03(a) that:

Section 5.01 *Existence, Qualification and Power.* Each Loan Party and each Subsidiary thereof (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party and (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 5.02 *Authorization; No Contravention.* The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any Material Contract to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law.

Section 5.03 *Governmental Authorization; Other Consents.* No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required, except as have been obtained or made and are in full force and effect, in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or for the consummation of the Original Closing Date Transaction, the Restatement Date Transactions, the Second Restatement Date Transactions or the Third Restatement Date Transactions, except to the extent failure to obtain such approval, consent, exemption, authorization or other action could not reasonably be expected to have a Material Adverse Effect, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (c) except as provided in Section 5.20, the perfection or maintenance of the Liens created under the Collateral Documents (including the first priority

nature thereof subject to Permitted Liens) or (d) other than pursuant to applicable Law in connection with the exercise of remedies with respect to the Collateral, the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents.

Section 5.04 *Binding Effect.* This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

Section 5.05 *Financial Statements; No Material Adverse Effect.* (a) (i) The Annual Financial Statements of Holdings and its Subsidiaries (A) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (B) fairly present the financial condition of Holdings and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (C) show all material indebtedness and other liabilities, direct or contingent, of Holdings and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness to the extent required by GAAP and (ii) the Quarterly Financial Statements of Holdings and its Subsidiaries (A) were each prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (B) fairly present the financial condition of Holdings and its Subsidiaries, as of the date thereof and their results of operations for the period covered thereby, subject, in the case of this clause (ii), to the absence of footnotes and to normal year-end audit adjustments.

(b) Since December 31, 2012, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Restatement Financial Projections, the Second Restatement Financial Projections, the Third Restatement Financial Projections and the consolidated forecasted balance sheet and statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant to Section 6.01(c) were prepared in good faith on the basis of the assumptions stated therein, which assumptions Holdings believed to be reasonable at the time of delivery of such forecasts.

Section 5.06 *Litigation.* There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of any Borrower, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or the consummation of the Restatement Date Transactions, the Second Restatement Date Transactions or the Third Restatement Date Transactions or (b) either individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 5.07 *No Default.* Neither any Loan Party nor any Subsidiary thereof is in default under or with respect to any Contractual Obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

Section 5.08 *Ownership of Property; Liens*.

(a) Each Borrower and each of their respective Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The property of each Loan Party and each of its Subsidiaries is subject to no Liens, other than Permitted Liens.

(c) Schedule 5.08(c) sets forth a complete and accurate list of all real property owned by each Loan Party and each of its Subsidiaries as of the Third Restatement Date, showing as of the Third Restatement Date, the street address, county or other relevant jurisdiction, state and record owner thereof. Each Loan Party and each of its Subsidiaries has good, marketable and insurable fee simple title to the real property owned by such Loan Party or such Subsidiary, free and clear of all Liens, other than Liens created or permitted by the Loan Documents and except for such defects in title with respect to real property located in Brazil as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. As of the Third Restatement Date, no Loan Party or Subsidiary of a Loan Party (i) has received notice, or has knowledge, of any pending or contemplated condemnation proceeding affecting any Mortgaged Property or any sale or disposition thereof in lieu of condemnation or (ii) is or could be obligated under any right of first refusal, option or other contractual right to sell, transfer or otherwise dispose of any Mortgaged Property or any interest therein.

(d) (i) Schedule 5.08(d)(i) sets forth a complete and accurate list as of the Third Restatement Date of each lease of real property pursuant to which an annual rental of $240,000 or more is payable and under which any Loan Party or any Subsidiary of a Loan Party is the lessee, showing as of the Third Restatement Date the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date thereof. The Administrative Agent has received copies of all such leases, and there are no defaults under such leases, except those which would not reasonably be expected to have a Material Adverse Effect.

(ii) Schedule 5.08(d)(ii) sets forth a complete and accurate list of each lease of real property pursuant to which an annual rental of $240,000 or more is payable and under which any Loan Party or any Subsidiary of a Loan Party is the lessor, showing as of the Third Restatement Date the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date thereof.

Section 5.09 *Environmental*.

(a) Each Loan Party and its Subsidiaries conduct in the ordinary course of business a review of the effect of existing Environmental Laws and Environmental Claims on their respective businesses, operations and properties, and there are no such effects of Environmental Laws or Environmental Claims, that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Each of the Loan Parties and its Subsidiaries is and has been in compliance with all Environmental Laws and has received and maintained in full force and effect all Environmental Permits required for its current operations, except where non-compliance could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) No Hazardous Materials are present, or have been Released by any Person, whether related or unrelated to any Loan Party in, on, within, above, under, affecting or emanating from any real property

currently or previously owned, leased or operated by any Loan Party or its Subsidiaries (i) in a quantity, location, manner or state that could reasonably be expected to require any cleanup, investigation or remedial action pursuant to any Environmental Laws, (ii) in violation or alleged violation of any Environmental Laws, or (iii) which has given or could give rise to any Environmental Liability or Environmental Claims against any Loan Party or its Subsidiaries, except as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) No property to which the Loan Parties or their Subsidiaries have, directly or indirectly, transported or arranged for the transportation of any Hazardous Material is listed or, to the Loan Parties' knowledge, proposed for listing on the National Priorities List promulgated pursuant to CERCLA, on CERCLIS (as defined in CERCLA) or on any similar federal, state or foreign list of sites requiring investigation or cleanup, nor to the knowledge of the Loan Parties, is any such property anticipated or threatened to be placed on any such list, except as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(e) No Environmental Claim is pending or, to the Loan Parties' knowledge, proposed, threatened or anticipated, with respect to or in connection with any of the Loan Parties or their Subsidiaries or any real properties now or previously owned, leased or operated by the Loan Parties or their Subsidiaries except as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(f) There are no facts, conditions, situations or set of circumstances which have resulted in or could reasonably be expected to form the basis for any Environmental Liability of any Loan Parties or their Subsidiaries or require the Loan Parties or their Subsidiaries to incur Environmental Liabilities or other capital or operating expenditures in order to achieve or maintain compliance with applicable Environmental Laws, except as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(g) No Loan Party or Subsidiary has assumed or retained any Environmental Liability of any other Person (including any such liability assumed under a Contractual Obligation or the operation of law), except as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.10 *Insurance*. The properties of each Borrower and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Borrowers, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where any Borrower or the applicable Subsidiary operates.

Section 5.11 *Taxes*. Each Borrower and its respective Subsidiaries have filed all material federal, state, provincial, foreign, local income and other tax returns and reports required to be filed, and have paid all material federal, state, provincial, foreign, local income and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. There is no proposed tax assessment against Holdings or any of its Subsidiaries that would, if made, have a Material Adverse Effect. Schedule 5.11 sets forth a complete and accurate list of each tax sharing agreement between any Loan Party or Subsidiary thereof and any Person that is not a Loan Party.

Section 5.12 *ERISA Compliance*.

(a) Each Plan is in compliance in all material respects with applicable Laws, including the applicable provisions of ERISA, the Code and other federal or state laws. Each Pension Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the Internal Revenue Service to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the Internal Revenue Service. To the best knowledge of any Borrower, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the best knowledge of any Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect, either individually or in the aggregate. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect, either individually or in the aggregate.

(c) (i) No ERISA Event has occurred, and neither Holdings nor any ERISA Affiliate is aware of any fact, event or circumstance that could reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan; (ii) the present value of the aggregate benefit liabilities under each Pension Plan sponsored, maintained or contributed to by any Loan Party, any of its Subsidiaries or any of their respective ERISA Affiliates (determined as of the end of the most recent plan year on the basis of the actuarial assumptions specified for funding purposes in the most recent actuarial valuation for such Pension Plan) did not exceed the aggregate current fair market value of the assets of such Pension Plan, when added to the aggregate amount of such liabilities with respect to all other Plans, by more than $80,000,000; (iii) as of the most recent valuation date for each Multiemployer Plan, neither Holdings nor any of its Subsidiaries nor any ERISA Affiliate has incurred any material liability (including any indirect, contingent or secondary liability) to or on account of any Multiemployer Plan for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 or Section 4205 of ERISA), except as would not reasonably be expected to have a Material Adverse Effect, or expects to incur any such liability with respect to any Multiemployer Plan, except as would not reasonably be expected to have a Material Adverse Effect; (iv) Holdings, its Subsidiaries and each of its ERISA Affiliates have complied with the requirements of Section 515 of ERISA with respect to each Multiemployer Plan and are not in "default" (as defined in Section 4219(c)(5) of ERISA) with respect to payments to a Multiemployer Plan, except as would not reasonably be expected to have a Material Adverse Effect; (v) neither Holdings nor any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid; (vi) neither Holdings nor any ERISA Affiliate has engaged in a transaction that is subject to Section 4069 or Section 4212(c) of ERISA; and (vii) no Pension Plan has been terminated by the plan administrator thereof nor by the PBGC, and no event or circumstance has occurred or exists that could reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan, except as would not reasonably be expected to have a Material Adverse Effect.

(d) No Foreign Pension Plan Event has occurred.

Section 5.13 *Subsidiaries; Equity Interests*. As of the Third Restatement Date, no Borrower has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and nonassessable, in either

case, to the extent that such issuance, payment or assessability could not reasonably be expected to have a Material Adverse Effect (subject to the assessability of shares of any unlimited company, unlimited liability company or unlimited liability corporation (each, an "**ULC**") under any applicable Canadian legislation governing the formation of an ULC) and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13 free and clear of all Liens other than Permitted Liens. Schedule 5.13 sets forth, as of the Third Restatement Date, which Subsidiaries are Loan Parties (including whether they are U.S. Borrowers, Foreign Borrowers, U.S. Subsidiary Guarantors or Foreign Subsidiary Guarantors). As of the Third Restatement Date, no Borrower has any equity investments in any other corporation or entity other than (i) those specifically disclosed in Part (b) of Schedule 5.13 and (ii) investments in Subsidiaries. All of the outstanding Equity Interests in each Borrower have been validly issued and are fully paid and nonassessable (subject to the assessability of shares of any ULC under any applicable Canadian legislation governing the formation of an ULC).

Section 5.14 *Margin Regulations; Investment Company Act.* (a) No Borrower is engaged nor will any Borrower engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock.

(b) None of the Borrowers, any Person Controlling any Borrower, or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

Section 5.15 *Disclosure.* No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, taken as a whole and as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that, with respect to projected financial information, each Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

Section 5.16 *Compliance with Laws.* Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties (including the Act), except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 5.17 *Taxpayer Identification Number.* Each U.S. Borrower's true and correct U.S. taxpayer identification number is set forth on Schedule 11.02.

Section 5.18 *Intellectual Property; Licenses, Etc.* Each Borrower and each of its Subsidiaries owns, or possess the right to use, all of the trademarks, service marks, trade names, trade dress, logos, domain names and all good will associated therewith, copyrights, patents, patent rights, trade secrets, know-how, franchises, licenses, computer software and other intellectual property rights (including all registrations and applications for registrations as the foregoing) (collectively, "**IP Rights**") that are necessary for or otherwise used in the operation of their respective businesses, as currently conducted, without conflict with the rights

of any other Person, except where the failure to own or possess the right to use any such IP Rights would not reasonably be expected to have a Material Adverse Effect. Holdings and its Subsidiaries hold all right, title and interest in and to their IP Rights free and clear of any Lien (other than Liens permitted by Section 7.01). No slogan or other advertising device, product, process, method, substance, part or other material or activity now employed, or now contemplated to be employed, by Holdings or any Subsidiary infringes upon, dilutes, misappropriates or otherwise violates any rights held by any other Person, except where such infringement, misappropriation, dilution or other violation would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect, to the knowledge of each Borrower, no person is infringing, misappropriating, diluting, or otherwise violating any IP Rights owned by Holdings, or its respective subsidiaries. To the knowledge of each Borrower, the IP Rights of Holdings, or its subsidiaries are valid and enforceable except as would not reasonably be expected to result in a Material Adverse Effect.

Section 5.19 *Solvency*. Each Loan Party is, together with its Subsidiaries on a consolidated basis, Solvent.

Section 5.20 *Collateral Documents*. The provisions of the applicable Collateral Documents are effective to create in favor of the Administrative Agent for the benefit of the U.S. Obligations Secured Parties and/or the Foreign Obligations Secured Parties, as applicable, a legal, valid and enforceable first priority Lien (subject, in the case of any Collateral other than Collateral consisting of Equity Interests, to Liens permitted by Section 7.01 and, in the case of Collateral consisting of Equity Interests, to non-consensual Liens permitted by Section 7.01) on all right, title and interest of the respective Loan Parties in the Collateral described therein. Except for filings completed on or prior to the Third Restatement Date and as contemplated hereby and by the Collateral Documents, no filing or other action will be necessary to perfect or protect such Liens.

Section 5.21 *Senior Debt*. The Obligations constitute “Senior Indebtedness” (or any comparable term) or “Senior Secured Financing” (or any comparable term) under, and as defined in, the documentation governing, any Indebtedness that is subordinated to the Obligations expressly by its terms.

Section 5.22 *Sanctioned Persons*. None of the Loan Parties or any of their Subsidiaries nor, to the knowledge of any Borrower, any director, officer, agent, employee or Affiliate of any Loan Party or any of its Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“**OFAC**”); and no Borrower will directly or indirectly use the proceeds of the Loans or the Letters of Credit or otherwise make available such proceeds to any Person, for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC.

Section 5.23 *Foreign Corrupt Practices Act*. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 5.24 *Compliance with EU Bail-in Regulation*. None of the Loan Parties is an EEA Financial Institution.

## ARTICLE 6
## AFFIRMATIVE COVENANTS

From and after the Third Restatement Date, so long as any Lender shall have any Commitment hereunder, any Loan or other Obligation (other than contingent indemnification obligations as to which no claim has been asserted and obligations and liabilities under Secured Cash Management Agreements, Secured Hedge Agreements and Specified Supply Chain Agreements as to which arrangements satisfactory to the applicable Cash Management Bank, Hedge Bank or Supply Chain Finance Bank shall have been made) hereunder shall remain unpaid or unsatisfied, or any Letter of Credit (other than Letters of Credit, the L/C Obligations for which have been Cash Collateralized or as to which other arrangements satisfactory to the L/C Issuer have been made) shall remain outstanding, each Borrower shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02, 6.03, 6.14 and 6.16) cause each of its Subsidiaries to:

Section 6.01 *Financial Statements.* Deliver to the Administrative Agent (who shall post to the Platform):

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of Holdings, a consolidated balance sheet of Holdings and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, changes in Stockholders' Equity, and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of an independent certified public accountant of nationally recognized standing reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit;

(b) as soon as available, but in any event within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of Holdings, a consolidated balance sheet of Holdings and its Subsidiaries as at the end of such fiscal quarter, the related consolidated statements of income or operations for such fiscal quarter and for the portion of Holdings' fiscal year then ended, and the related consolidated statements of changes in Stockholders' Equity, and cash flows for the portion of Holdings' fiscal year then ended, in each case setting forth in comparative form, as applicable, the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail, certified by the chief executive officer, chief financial officer, chief accounting officer, treasurer or controller of Holdings as fairly presenting the financial condition, results of operations, Stockholders' Equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes; and

(c) as soon as available, but in any event not later than ninety (90) days after the end of each fiscal year of Holdings, an annual budget of Holdings and its Subsidiaries on a consolidated basis, including forecasts for the remaining term of this Agreement prepared by management of Holdings, in form reasonably satisfactory to the Administrative Agent, of consolidated balance sheets and statements of income or operations and cash flows of Holdings and its Subsidiaries on a quarterly basis for the immediately following fiscal year (including the fiscal year in which the Maturity Date occurs, if such fiscal year is the immediately following fiscal year) and on an annual basis for each fiscal year thereafter.

As to any information contained in materials furnished pursuant to Section 6.02(c), Holdings shall not be required separately to furnish such information under paragraph (a) or (b) above, but the foregoing shall not be in derogation of the obligation of Holdings to furnish the information and materials described in paragraph (a) or (b) above at the times specified therein.

Section 6.02 *Certificates; Other Information*. Deliver to the Administrative Agent and each Lender, in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) concurrently with the delivery of the financial statements referred to in Section 6.01(a) and (b), a duly completed Compliance Certificate signed by the chief executive officer, chief financial officer, chief accounting officer, treasurer or controller of Holdings (in each case, which delivery may, unless the Administrative Agent or a Lender requests executed originals, be by electronic communication including fax or email and shall be deemed to be an original authentic counterpart thereof for all purposes), which shall include a calculation of the aggregate Swap Termination Value for all Swap Contracts then in effect that pertain to commodity hedging transactions;

(b) promptly after any request by the Administrative Agent or any Lender, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of the applicable Borrower by independent accountants in connection with the accounts or books of any Borrower or any Subsidiary, or any audit of any of them;

(c) promptly after the same are available, copies of each annual report, proxy or financial statement or other material report or communication sent to the stockholders of Holdings or holders of any Qualified Preferred Stock, and copies of all annual, regular, periodic and special reports and registration statements which any Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, whether or not otherwise required to be delivered to the Administrative Agent pursuant hereto; *provided* that to the extent any such documents are filed with the SEC, such documents shall be deemed delivered pursuant to this Section 6.02(c) at the time of and so long as Holdings notifies the Administrative Agent (by facsimile or electronic mail) of the filing with the SEC of any such documents;

(d) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of material debt or equity securities of any Loan Party or any Subsidiary thereof pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Lenders pursuant to Section 6.01 or any other clause of this Section 6.02;

(e) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of any Loan Party or any Subsidiary thereof;

(f) promptly, such additional information regarding the business, financial or corporate affairs of any Borrower or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent (or any Lender through the Administrative Agent) may from time to time reasonably request;

(g) as soon as available, but in any event within thirty (30) days after the end of each fiscal year of Holdings, a report summarizing the material insurance coverage (specifying type, amount and carrier) in effect for each Loan Party and its Subsidiaries and containing such additional information as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably specify; and

(h) promptly after the assertion or occurrence thereof, notice of any Environmental Claim against or of any noncompliance by any Loan Party or any of its Subsidiaries with any Environmental Law or Environmental Permit that could (i) reasonably be expected to have a Material Adverse Effect or (ii) cause

any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(d) or referred to in Section 6.03(d) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (1) on which the applicable Borrower posts such documents or provides a link thereto on the applicable Borrower's website on the Internet at the website address listed on Schedule 11.02; or (2) on which such documents are posted on the applicable Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); *provided* that: (i) each Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Borrowers to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) each Borrower shall notify the Administrative Agent and each Lender (by facsimile or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above and, in any event, shall have no responsibility to monitor compliance by the Borrowers with any such request by a Lender for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

Each Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (b) certain of the Lenders (each, a "**Public Lender**") may have personnel who do not wish to receive material non-public information with respect to the Borrowers or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. Each Borrower hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC", each Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrowers or its securities for purposes of United States federal and state securities laws ("**MNPI**") (*provided, however,* that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "**Public Side Information**" (and the Administrative Agent agrees that only Borrower Material marked "PUBLIC" will be made available on such portion of the Platform) and (z) the Administrative Agent and the Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform that is not designated "Public Side Information".

Section 6.03 *Notices*. Promptly notify the Administrative Agent (who shall post to the Platform):

(a) of the occurrence of any Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including, to the extent the same has resulted or could reasonably be expected to result in a Material Adverse Effect (i) breach or non-performance of, or any default under, a Contractual Obligation of any

Borrower or any Subsidiary; (ii) any dispute, litigation, investigation, proceeding or suspension between any Borrower or any Subsidiary and any Governmental Authority, including in connection with any tax liabilities, assessments, governmental charges or levies upon it or its properties or assets and (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Borrower or any Subsidiary, including pursuant to any applicable Environmental Laws;

(c) of the occurrence or reasonably expected occurrence of any ERISA Event or Foreign Pension Plan Event;

(d) of any material change in accounting policies or financial reporting practices by any Borrower or any Subsidiary, including any determination by the applicable Borrower referred to in Section 2.10(b) (which requirement shall be deemed satisfied by the description thereof in a Form 10-K, Form 10-Q or Form 8-K filed with the SEC);

(e) of the (i) occurrence of any Disposition of property or assets for which any Borrower is required to make a mandatory prepayment pursuant to Section 2.05(b)(i), (ii) incurrence or issuance of any Indebtedness for which any Borrower is required to make a mandatory prepayment pursuant to Section 2.05(b)(iii), and (iii) receipt of any Extraordinary Receipt for which any Borrower is required to make a mandatory prepayment pursuant to Section 2.05(b)(iv); and

(f) of any termination, lapse or cancellation of any insurance required to be maintained pursuant to Section 6.06.

Each notice pursuant to this Section 6.03 (other than Section 6.03(e)) shall be accompanied by a statement of a Responsible Officer of the applicable Borrower setting forth details of the occurrence referred to therein and stating what action such Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

Section 6.04 *Preservation of Existence, Etc.* (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.04 or as contemplated by the Original Closing Date Transaction; (b) take all reasonable action to maintain all rights, (charter and statutory) privileges, permits, licenses, approvals and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; (c) preserve, maintain, renew and keep in full force and effect all of its IP Rights, the failure of which to so preserve, maintain, renew or keep in full force and effect could reasonably be expected to have a Material Adverse Effect; and (d) pay and discharge as the same shall become due and payable all material tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by any Borrower or such Subsidiary.

Section 6.05 *Maintenance of Properties.* (a) Except as permitted by Section 7.05, maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof, in each case except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 6.06 *Maintenance of Insurance.* (a) Maintain with financially sound and reputable insurance companies not Affiliates of the Borrowers insurance with respect to its properties and business

against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons, which insurance policies shall provide that such insurance companies will use commercially reasonable efforts to provide not less than thirty (30) days' prior notice to the Administrative Agent of a termination, lapse or cancellation of such insurance, which insurance shall name the Administrative Agent as loss payee (in the case of casualty insurance) or additional insured (in the case of liability insurance).

(b) Notwithstanding anything herein to the contrary, with respect to each Mortgaged Property, if at any time the area in which the buildings and other improvements (as described in the applicable Mortgage) are located (i) in an area with a high degree of seismic activity, maintain earthquake insurance in such amounts as maintained on the Third Restatement Date, if any, or, with respect to Mortgaged Property acquired after the Third Restatement Date, in such amounts to the extent reasonably available as the Administrative Agent may from time to time reasonably require or (ii) with respect to U.S. Mortgages, is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such total amount as the Administrative Agent may from time to time reasonably require, and otherwise to ensure compliance with the NFIP as set forth in the Flood Laws. Following the Third Restatement Date, the Borrowers shall deliver to the Administrative Agent annual renewals of each flood insurance policy or annual renewals of each force-placed flood insurance policy, as applicable. In connection with any amendment to this Agreement pursuant to which any increase, extension, or renewal of Loans is contemplated, the Borrowers shall cause to be delivered to the Administrative Agent for each U.S. Mortgaged Property a Flood Determination Form, Borrower Notice and Evidence of Flood Insurance, as applicable.

Section 6.07 *Compliance with Laws.* Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

Section 6.08 *Books and Records.* Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of each Borrower or such Subsidiary, as the case may be.

Section 6.09 *Inspection Rights.* Permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and to make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, senior officers, and independent public accountants, all at the expense of the Borrowers and at such reasonable times during normal business hours and as often as may be reasonably desired (but in no event more than two times per fiscal year of such Borrower), upon reasonable advance notice to the applicable Borrower; *provided, however,* that when an Event of Default exists the Administrative Agent or any Lender (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and without advance notice, and without limitation as to frequency.

Section 6.10 *Use of Proceeds.* Use the proceeds of the Credit Extensions (a) in the case of the Revolving Credit Facility, to effect the Restatement Date Transactions and the Third Restatement Date Transactions, for working capital, Capital Expenditures and for other general corporate purposes not in contravention of any Law or of any Loan Document, (b) in the case of the Term A Loans, on the Restatement

Date, to effect the Restatement Date Transactions, to pay fees and expenses incurred in connection therewith, and for other general corporate purposes not in contravention of any Law or of any Loan Document and (c) in the case of the Term A Loans made on the Third Restatement Date, to effect the Third Restatement Date Transactions, to pay fees and expenses incurred in connection therewith, and for other general corporate purposes not in contravention of any Law or of any Loan Document.

Section 6.11 *Covenant to Guarantee Obligations and Give Security.* Upon (i) the formation or acquisition by any Loan Party of any new direct or indirect Subsidiary (other than any Excluded Subsidiary), (ii) pursuant to Section 1.09, the addition of any Borrower which was not a Loan Party immediately prior to such addition, (iii) a Subsidiary of any Loan Party ceasing to be an Excluded Subsidiary or (iv) the acquisition by any Loan Party of any asset (including real property) in respect of which the Collateral and Guaranty Requirements have not theretofore been satisfied (any of the foregoing items set forth in clauses (i) through (iv), a "**Collateral and Guaranty Compliance Event**") the Borrowers shall, at the Borrowers' expense, cause the Collateral and Guaranty Requirements applicable thereto to be satisfied (x) with respect to (i) any Guaranty Agreement or any supplement thereto, (ii) Liens on Collateral that may be created by the execution and delivery of a customary personal property security or pledge agreement or any supplement thereto, (iii) Liens on Collateral that may under applicable law be perfected by the filing of financing statements under the UCC or by filings with the United States Patent and Trademark Office, the United Stated Copyright Office (or by the making of similar filings in any applicable jurisdiction) and (iv) the perfection of security interests in the capital stock of Holding's Subsidiaries with respect to which a Lien may be perfected by delivery of certificated securities, within thirty (30) days (as such time may be extended by the Administrative Agent in its reasonable discretion) of such Collateral and Guaranty Compliance Event and (y) with respect to the creation or perfection of Liens on any other Collateral or any other provision of the Collateral and Guaranty Requirements, within sixty (60) days of such Collateral and Guaranty Compliance Event (or, in the case of clause (h) and (i) (and, to the extent related to such clauses, clause (l) and (m)) of the definition of Collateral and Guaranty Requirements, within ninety (90) days of such Collateral and Guaranty Compliance Event) (as any such time period may be extended by the Administrative Agent in its reasonable discretion). Notwithstanding anything to the contrary in any Loan Document, no Subsidiary of Holdings listed on Schedule 6.11 shall be required to satisfy the Collateral and Guaranty Requirements prior to the date that is ninety (90) days after the Third Restatement Date (on which date (or such later date as the Administrative Agent may agree) the Collateral and Guaranty Requirements shall be required with respect to such Subsidiaries to the same extent otherwise applicable thereto).

Section 6.12 *Compliance with Environmental Laws.* Comply, and cause all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew all Environmental Permits necessary for its operations and properties; and conduct any investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other action necessary to remove and clean up all Hazardous Materials from any of its properties, in accordance with the requirements of all Environmental Laws; *provided, however,* that neither the Borrowers nor any of their Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

Section 6.13 *Preparation of Environmental Reports.* At the request of the Required Lenders from time to time, but no more than one time for any property during the term of this Agreement (unless (i) a Default shall have occurred and be continuing, during which time no limitation shall apply or (ii) the Administrative Agent has a reasonable belief that Holdings or any of its Subsidiaries is in material violation of Environmental Law or there has been a material Release of Hazardous Materials at a facility) provide to

the Lenders within sixty (60) days after such request, at the expense of the Borrowers, a written environmental site assessment report for any of its properties described in such request, prepared by an environmental consulting firm acceptable to the Administrative Agent, indicating the presence or absence of Hazardous Materials and the estimated cost of any compliance, removal or remedial action in connection with any Hazardous Materials on such properties; without limiting the generality of the foregoing, if the Administrative Agent determines at any time that a material risk exists that any such report will not be provided within the time referred to above, the Administrative Agent may retain an environmental consulting firm to prepare such report at the expense of the Borrowers, and each Borrower hereby grants and agrees to cause any of its Subsidiaries that owns any property described in such request to grant at the time of such request to the Administrative Agent, the Lenders, such firm and any agents or representatives thereof an irrevocable non-exclusive license, subject to the rights of tenants, during normal business hours to enter onto their respective properties to undertake such an assessment. Each Borrower agrees to cooperate in connection with the preparation of such Environmental Report, including without limitation, providing all reasonably requested information and making knowledgeable officers, employees or property managers available for interview at reasonable times and locations in a manner that does not materially hinder the normal operations of the Loan Parties.

Section 6.14 *Lenders' Meetings.* Participate in an annual telephonic conference call of the Administrative Agent and the Lenders at such time as may be agreed to by Holdings and the Administrative Agent.

Section 6.15 *Further Assurances.* Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (i) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation thereof, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (w) carry out more effectively the purposes of the Loan Documents, (x) cause the Collateral and Guaranty Requirements to be and remain satisfied, (y) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (z) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the applicable Secured Parties the rights granted or now or hereafter intended to be granted to such Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of its Subsidiaries is or is to be a party, and cause each of its Subsidiaries to do so, in each case at the sole expense of the Loan Parties.

Section 6.16 *Ratings.* At all times use commercially reasonable efforts to maintain public ratings issued by any two of Moody's, S&P and Fitch with respect to Holdings.

Section 6.17 *PPSA Policies and steps.* Each Borrower will, where applicable, promptly take all reasonable steps which are prudent for its business under or in relation to the PPSA including doing anything reasonably requested by the Administrative Agent for that purpose.

## ARTICLE 7
NEGATIVE COVENANTS

From and after the Third Restatement Date, so long as any Lender shall have any Commitment hereunder, any Loan or other Obligation (other than contingent indemnification obligations as to which no claim has been asserted and obligations and liabilities under Secured Cash Management Agreements, Secured Hedge Agreements or Specified Supply Chain Agreements as to which arrangements satisfactory to the

applicable Cash Management Bank, Hedge Bank or Supply Chain Finance Bank shall have been made) hereunder shall remain unpaid or unsatisfied, or any Letter of Credit (other than Letters of Credit, the L/C Obligations for which have been Cash Collateralized or as to which other arrangements satisfactory to the L/C Issuer have been made) shall remain outstanding, no Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly:

Section 7.01 *Liens.* Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Loan Document securing the Obligations;

(b) Liens existing on the Third Restatement Date and listed on Schedule 7.01(b) and any modifications, replacements, renewals or extensions thereof; *provided* that (i) the property covered thereby is not changed (except for replacements and accessions to such property and additions that do not increase the value of such property in any material respect), (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.03(b), (iii) the direct or any contingent obligor with respect thereto is not changed and (iv) any renewal or extension of the obligations secured or benefited thereby, to the extent constituting Indebtedness, is permitted by Section 7.03(b);

(c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(d) Liens in respect of property or assets of Holdings or any of its Subsidiaries imposed by law and which were incurred in the ordinary course of business and do not secure Indebtedness for borrowed money (such as carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business) and which are not overdue for a period of more than thirty (30) days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(e) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;

(f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h) or securing appeal or other surety bonds related to such judgments;

(i) Liens securing Indebtedness permitted under Section 7.03(e); *provided* that (i) in the case of Liens securing purchase money Indebtedness and Capital Leases, (A) such Liens do not at any time encumber any property (except for replacements, additions and accessions to such property) other than the property financed by such Indebtedness, and (B) the Indebtedness secured thereby does not exceed the cost

or fair market value of the property, whichever is lower, being acquired on the date of acquisition, improvements thereto and related expenses; *provided* that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender on customary terms and (ii) with respect to any Liens existing on any property or asset prior to the acquisition thereof by any Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary in connection with a Permitted Acquisition, such Lien (x) is not created in connection with such acquisition or such Person becoming a Subsidiary, as the case may be and (y) shall not encumber any other property or assets of any Borrower or any Subsidiary;

(j) precautionary filings in respect of operating leases; and leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of any Borrower or any Subsidiary or (ii) secure any Indebtedness;

(k) other Liens securing obligations the aggregate amount of which does not exceed the greater of (x) $60,000,000 and (y) 2.00% of Consolidated Total Assets;

(l) Liens on property of Foreign Subsidiaries organized in jurisdictions other than any jurisdiction in which a Borrower is organized securing Indebtedness of such Foreign Subsidiaries permitted by Section 7.03(g), the proceeds of which indebtedness are used for such Foreign Subsidiaries' working capital purposes;

(m) Liens arising in connection with a Qualified Receivables Transaction on Receivables Program Assets permitted to be Disposed of pursuant to Section 7.05(l) securing Receivables Program Obligations permitted by Section 7.03(j);

(n) Liens in favor of custom and revenue authorities arising as a matter of law to secure payment of non-delinquent customs duties in connection with the importation of goods;

(o) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of letters of credit and bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(p) Liens arising out of conditional sale, consignment, title retention or similar arrangements for the sale of goods entered into by any Borrower or any of its Subsidiaries in the ordinary course of business;

(q) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection; (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business; and (iii) in favor of banking institutions arising as a matter of law encumbering deposits (including the right of set-off and banker's liens) and which are within the general parameters customary in the banking industry;

(r) deposits made in the ordinary course of business to secure liability to insurance carriers;

(s) non-exclusive licenses for the use of intellectual property entered into in the ordinary course of business;

(t) Liens on Cash Collateral granted in favor of any Lenders and/or the L/C Issuer created as a result of any requirement or option to Cash Collateralize pursuant to this Agreement;

(u) Liens that are customary contractual rights of setoff (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the incurrence of Indebtedness, (ii) relating to pooled deposit or sweep accounts of any Borrower or any of its Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of any Borrower or any of its Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of any Borrower or any of its Subsidiaries in the ordinary course of business;

(v) Liens encumbering customary initial and margin deposits in respect of foreign exchange accounts maintained in the ordinary course of business, similar Liens attaching to foreign exchange accounts maintained in the ordinary course of business and Liens on cash and Cash Equivalents to secure Swap Contracts; *provided* that (x) any account subject to a Lien described above in this paragraph (v) may only contain deposits for the purposes described above and (y) unless otherwise agreed to by the Administrative Agent or the Required Lenders, neither Holdings nor any of its Subsidiaries shall deposit additional amounts into any account as described above at any time while a Default or any Event of Default exists;

(w) Liens incurred in connection with permitted insurance premium financing;

(x) Liens securing Indebtedness permitted pursuant to Section 7.03(r) so long as such Liens do not extend to any other asset other than those so encumbered at the time of consummation of the applicable Permitted Acquisitions (except for replacements and accessions to such property and additions that do not increase the value of such property in any material respect);

(y) Liens on assets of a Subsidiary that is not a Loan Party in favor of a Subsidiary that is not a Loan Party;

(z) Liens securing judgments for the Specified Brazilian Tax Payment or securing appeal or other surety bonds related to such judgments to the extent such Liens are on assets of Tilibra or another Subsidiary organized under the laws of Brazil; and

(aa) Liens securing purchase price deposits the aggregate amount of which does not exceed the greater of (x) $50,000,000 and (y) 2.00% of Consolidated Total Assets.

Section 7.02 *Investments.* Make any Investments, except:

(a) Investments held by any Borrower or any Subsidiary in the form of cash and Cash Equivalents;

(b) advances to officers, directors and employees of the Borrowers and their Subsidiaries (i) in an aggregate amount not to exceed $6,000,000 at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes and (ii) in connection with such Person's purchase of Equity Interests of Holdings, provided that no cash is actually advanced pursuant to this clause (ii) unless immediately repaid;

(c) Investments (i) existing on the Third Restatement Date in Subsidiaries existing on the Third Restatement Date (*provided* that in the case of this clause (i), any such Investments in Subsidiaries that are not Loan Parties in the form of intercompany loans by Loan Parties shall, subject to the Collateral and Guaranty Requirements, be evidenced by notes that have been pledged (individually or pursuant to a global note) to the Administrative Agent for the benefit of the applicable Secured Parties), (ii) in U.S. Loan Parties (including those formed or acquired after the Third Restatement Date so long as Holdings and its Subsidiaries comply with the applicable provisions of Section 6.11), (iii) by Subsidiaries that are not Loan Parties in

Subsidiaries that are not Loan Parties, (iv) by Foreign Loan Parties in Foreign Loan Parties, (v) by any Subsidiary not a Loan Party in a Foreign Loan Party and (vi) by any Borrower or any other Loan Party in Subsidiaries that are not Loan Parties or by any U.S. Loan Party in any Subsidiary that is not a U.S. Loan Party (*provided* that in the case of this clause (vi), (A) no Event of Default shall have occurred and be continuing, (B) Holdings and its Subsidiaries comply with the applicable provisions of Section 6.11, (C) the aggregate amount of all such Investments outstanding at any time during the term of the Facilities (determined without regard to any write-downs or write-offs of such Investments) shall not exceed the sum of (1) the greater (x) of $250,000,000 and (y) 10.0% of Consolidated Total Assets of Holdings plus (2) to the extent constituting an Investment made on or prior to December 31, 2012 in a Foreign Subsidiary that is organized under the laws of Brazil, $45,000,000 plus (3) an additional amount, so long as the Consolidated Leverage Ratio of Holdings calculated as of the last day of the most recently ended fiscal quarter for which financial statements are available and as of the date of the making of the Investment after giving *pro forma* effect to such Investment as if it had occurred on the first day of the applicable Measurement Period would be less than 3.00:1.00 plus (4) any Net Equity Proceeds; and (D) any such Investments in the form of intercompany loans shall, subject to the Collateral and Guaranty Requirements, be evidenced by notes that have been pledged (individually or pursuant to a global note) to the Administrative Agent for the benefit of the applicable Secured Parties);

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) (i) Investments in the form of Permitted Acquisitions and (ii) Investments by Loan Parties in one or more Subsidiaries that are not Loan Parties to the extent concurrently used by such Subsidiaries that are not Loan Parties to consummate Permitted Acquisitions; *provided* that the aggregate amount of such Investments made by Loan Parties in Subsidiaries that are not Loan Parties used to consummate Permitted Acquisitions of Persons that do not become U.S. Loan Parties shall not, when combined with the aggregate amount of Investments in Persons that do not become U.S. Loan Parties pursuant to clause (e) of the definition of "Permitted Acquisition," exceed the greater of (x) $500,000,000 and (y) 15.0% of Consolidated Total Assets of Holdings and its Subsidiaries;

(f) Guarantees permitted by Section 7.03;

(g) to the extent constituting Investments, transactions expressly permitted under Section 7.04 (other than Section 7.04(c)) and Section 7.14;

(h) Investments existing on the Third Restatement Date and set forth on Schedule 7.02(h) and any modification, replacement, renewal or extension thereof; *provided*, that the amount of the original Investment is not increased except by the terms of such Investment or as otherwise permitted by this Section 7.02 and the terms and conditions of such modified, replacement, renewed or extended Investment shall not be materially less favorable, taken as a whole, to the Loan Parties than the Investment being modified, replaced, renewed or extended;

(i) promissory notes and other non-cash consideration received in connection with Dispositions permitted by Section 7.05;

(j) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers and in settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business and upon the

foreclosure or other realization with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(k) Investments to the extent that payment for such Investments is made solely by the issuance of Equity Interests of Holdings to the seller of such Investments;

(l) Subsidiaries of a Borrower may be established or created if the applicable Borrower and such Subsidiary comply with the requirements of Section 6.11, if applicable; *provided* that, in each case, to the extent such new Subsidiary is created solely for the purpose of consummating a transaction pursuant to an acquisition permitted by this Section 7.02, and such new Subsidiary at no time holds any assets or liabilities other than any merger consideration contributed to it contemporaneously with the closing of such transactions, such new Subsidiary shall not be required to take the actions set forth in Section 6.11, as applicable, until the respective acquisition is consummated (at which time the surviving entity of the respective transaction shall be required to so comply in accordance with the provisions thereof);

(m) Investments in a Receivables Subsidiary or any Investment by a Receivables Subsidiary in any other Person, in each case, (i) in connection with a Qualified Receivables Transaction and (ii) constituting a Disposition permitted pursuant to Section 7.05(l);

(n) Swap Contracts to the extent permitted pursuant to Section 7.03(d);

(o) so long as no Default exists or would result therefrom, other Investments; *provided* that in no event shall the aggregate amount of Investments allowed pursuant to this Section 7.02(o) during the term of this Agreement (net of any returns of capital on such Investments) exceed the sum of (1) the greater of (x) $40,000,000 and (y) 1.50% of Consolidated Total Assets of Holdings plus (2) an additional amount, so long as the Consolidated Leverage Ratio of Holdings calculated as of the last day of the most recently ended fiscal quarter for which financial statements are available and as of the date of the making of the Investment after giving *pro forma* effect to such Investment as if it had occurred on the first day of the applicable Measurement Period would be less than or equal to 3.00:1.00 plus (3) any Net Equity Proceeds; and

(p) Investments in Tilibra or another Subsidiary organized under the laws of Brazil to the extent such Investments provide cash or Cash Equivalents that shall be secured by Liens incurred as permitted under Section 7.01(z).

Section 7.03 *Indebtedness*. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under (i) the Loan Documents and (ii) the SpinCo Notes (and any Permitted Refinancing of the SpinCo Notes) in an aggregate principal amount not to exceed $500,000,000;

(b) Indebtedness outstanding on the Third Restatement Date and listed on Schedule 7.03 and any Permitted Refinancing thereof; *provided* that any such Indebtedness (including any Permitted Refinancing thereof), to the extent owed by a Loan Party to a Subsidiary that is not a U.S. Loan Party, shall be subordinated to the payment of the Obligations in a manner satisfactory to the Administrative Agent;

(c) (i) Guarantees by any Subsidiary in respect of Indebtedness otherwise permitted hereunder of any U.S. Loan Party, (ii) Guarantees by any Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder by Subsidiaries that are not U.S. Loan Parties to the extent such Guarantee constitutes an Investment permitted pursuant to Section 7.02(c)(vi) or Section 7.02(o), (iii) Guarantees by Holdings of lease obligations incurred by a Subsidiary organized under the laws of Canada in respect of annual rental payments not in excess of Cdn.$3,500,000; (iv) Guarantees by Holdings and its Subsidiaries in respect of

Indebtedness permitted by paragraph (t) of this Section 7.03; and (v) Guarantees by Holdings or any Subsidiary of liabilities under any Pension Plan;

(d) obligations (contingent or otherwise) of any Borrower or any Guarantor existing or arising under any Swap Contract; *provided* that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person or by a Subsidiary of such Person, or changes in the value of securities issued by such Person or by a Subsidiary of such Person, and not for purposes of speculation and (ii) such Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party (other than pursuant to customary netting or set-off provisions);

(e) Indebtedness (i) of any Borrower or any Guarantor in respect of Capital Leases and purchase money obligations for fixed or capital assets or (ii) of any Person acquired in a Permitted Acquisition (so long as such Indebtedness (A) existed prior to the acquisition of such Person by the applicable Borrower or any Subsidiary, (B) is not created in contemplation of such acquisition and (C) is solely the obligation of such Person, and not of any Borrower or any other Subsidiary), which in the case of each of clauses (i) and (ii) may be secured by Liens under and within the applicable limitations set forth in Section 7.01(i); *provided, however,* that the aggregate amount of all such Indebtedness at any one time outstanding pursuant to this paragraph (e) shall not exceed the greater of (x) $60,000,000 and (y) 2.00% of Consolidated Total Assets of Holdings;

(f) Indebtedness of any Borrower or any Subsidiary owing to any Borrower or any Subsidiary to the extent constituting an Investment permitted by Section 7.02(c); *provided* that the Collateral and Guaranty Requirements are satisfied to the extent applicable to such Indebtedness and that any such Indebtedness, to the extent owed by a Loan Party to a Subsidiary that is not a Loan Party, shall be subordinated to the payment of the Obligations in a manner satisfactory to the Administrative Agent;

(g) Indebtedness incurred by a Subsidiary that is not organized under the laws of any political subdivision of the United States (other than any Foreign Loan Party), which, when aggregated with the principal amount of all other Indebtedness incurred pursuant to this paragraph (g) and then outstanding, does not exceed the greater of (x) $100,000,000 and (y) 3.50% of Consolidated Total Assets of Holdings;

(h) unsecured Indebtedness of Holdings; *provided* that (i) Holdings shall be in compliance with the financial covenant set forth in Section 7.11(a) on a pro forma basis, (ii) the stated maturity of such Indebtedness is not less than ninety-one (91) days following the latest Maturity Date for the Term A Loans and the Weighted Average Life to Maturity of such Indebtedness is not shorter than the remaining Weighted Average Life to Maturity of the Term A Loans, and (iii) at the time of incurrence of such Indebtedness there shall be no Default and Holdings shall be in *pro forma* compliance giving effect to such incurrence with the covenants set forth in Section 7.11;

(i) other Indebtedness of Holdings and its Subsidiaries in an aggregate principal amount not to exceed the greater of (x) $60,000,000 and (y) 2.00% of Consolidated Total Assets of Holdings;

(j) Indebtedness in respect of Receivables Program Obligations in an amount not to exceed the greater of (x) $60,000,000 and (y) 2.00% of Consolidated Total Assets of Holdings; *provided* that (i) Holdings is in compliance with the Consolidated Leverage Ratio set forth in Section 7.11(a) as of the last day of the most recently ended fiscal quarter for which financial statements are available and as of the date of the incurrence of such Indebtedness determined on a *pro forma* basis after giving effect to the incurrence of such

Indebtedness and (ii) no Default or Event of Default shall have occurred and be continuing at the time such Indebtedness is incurred;

(k) Indebtedness of Holdings or any of its Subsidiaries consisting of obligations to pay insurance premiums or take-or-pay obligations contained in supply arrangements incurred in the ordinary course of business;

(l) Indebtedness consisting of obligations of Holdings or its Subsidiaries under deferred consideration or other similar arrangements (including earn-outs, indemnifications, incentive non-competes and other contingent obligations and agreements consisting of the adjustment of purchase price or similar adjustments) incurred by such Person in connection with any Permitted Acquisition or Disposition permitted by Section 7.05 or any other Investment permitted under Section 7.02; *provided* that the aggregate amount of all such Indebtedness of Subsidiaries that are not Loan Parties shall not exceed the greater of (x) $40,000,000 and (y) 1.50% of Consolidated Total Assets of Holdings in the aggregate at any time outstanding;

(m) Indebtedness incurred by Holdings or any of its Subsidiaries in respect of bank guarantees, warehouse receipts or similar instruments or obligations (other than letters of credit) issued or created in the ordinary course of business consistent with past practice, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance, or other Indebtedness with respect to reimbursement type obligations (other than obligations in respect of letters of credit) regarding workers compensation claims;

(n) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided, however*, that such Indebtedness is extinguished within five (5) Business Days of receiving notice thereof;

(o) Indebtedness in respect of overdraft facilities, automatic clearinghouse arrangements, employee credit card programs and in respect of other business cash management arrangements in the ordinary course of business of the type included in the definition of "Cash Management Agreements";

(p) Indebtedness representing deferred compensation to employees or directors of Holdings or any of its Subsidiaries incurred in the ordinary course of business;

(q) Indebtedness with respect to performance bonds, surety bonds, appeal bonds or customs bonds required in the ordinary course of business or in connection with the enforcement of rights or claims of Holdings or any of its Subsidiaries or in connection with judgments that do not result in an Event of Default; *provided* that the aggregate outstanding amount of all such (x) performance bonds, surety bonds and customs bonds permitted by this paragraph (q) shall not at any time exceed $25,000,000 and (y) appeal bonds permitted by this paragraph (q) shall not at any time exceed $20,000,000;

(r) Indebtedness assumed in connection with Permitted Acquisitions so long as such Indebtedness is not incurred to finance or in contemplation of any such acquisition and the aggregate outstanding amount of any such Indebtedness so assumed does not exceed the greater of (x) $50,000,000 and (y) 1.50% of Consolidated Total Assets of Holdings;

(s) Indebtedness consisting of letters of credit, guarantees or other credit support provided in respect of trade payables of Holdings or any Subsidiary, in each case, issued for the benefit of any bank, financial institution or other Person that has acquired such trade payables pursuant to "supply chain" or other

similar financing for vendors and suppliers of Holdings or any of its Subsidiaries, so long as (i) other than in the case of Specified Supply Chain Obligations, such Indebtedness is unsecured, (ii) the terms of such trade payables shall not have been extended in connection with the Permitted Supply Chain Financing and (iii) such Indebtedness represents amounts not in excess of those which Holdings or any of its Subsidiaries would otherwise have been obligated to pay to its vendor or supplier in respect of the applicable trade payables ("**Permitted Supply Chain Financing**");

(t) Indebtedness incurred by Tilibra or other Subsidiary organized under the laws of Brazil in connection with the Specified Brazilian Tax Payment; and

(u) Indebtedness consisting of guarantee obligations of Holdings pursuant to Section 14 of the Acquisition Agreement.

Notwithstanding anything to contrary herein, no Subsidiary shall be permitted to guarantee the SpinCo Notes unless such Subsidiary also guarantees the Obligations.

Section 7.04 *Fundamental Changes.* Merge, amalgamate, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Event of Default exists or would result therefrom:

(a) (i) any Domestic Subsidiary may merge with Holdings or any other U.S. Loan Party (so long as Holdings or such U.S. Loan Party, as the case may be, shall be the continuing or surviving Person (and, so long as in the case of any merger involving a Borrower, a Borrower is the surviving Person)); (ii) any Foreign Loan Party may merge or amalgamate with or into any other Foreign Loan Party of the same Group; (iii) any Foreign Subsidiary of Holdings (other than a Foreign Loan Party) may be merged or amalgamated with or into any Domestic Subsidiary or Foreign Subsidiary of Holdings (*provided* that in the case of any such merger or amalgamation involving a Loan Party, such Loan Party is the surviving Person and, in the case of any such merger or amalgamation involving a Domestic Subsidiary, such Domestic Subsidiary is the surviving Person); and (iv) any Subsidiary of Holdings that is not a Loan Party may merge into another Subsidiary of Holdings that is not a Loan Party; *provided* that, in the case of any of the foregoing clauses, if as a result thereof, Holdings owns, directly or indirectly, less of such Subsidiary's equity interests than it did prior to the merger, such merger or amalgamation shall also constitute a Disposition subject to Section 7.05 (and must be permitted by any clause thereof other than Section 7.05(g)(A));

(b) a merger, dissolution, liquidation, consolidation or Disposition, the purpose of which is to effect a Disposition permitted pursuant to Section 7.05 (other than Section 7.05(g)(A)) may be consummated;

(c) any Borrower or any Guarantor may effect any Permitted Acquisition; *provided* that (i) in any such transaction involving any Borrower, the relevant Borrower shall be the continuing or surviving Person and (ii) in any such transaction involving a Guarantor, the continuing or surviving Person shall be a Guarantor of the same Group as the relevant Guarantor; and

(d) (i) any Domestic Subsidiary of Holdings (other than a Loan Party) may Dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution or otherwise) to any wholly-owned Domestic Subsidiary of Holdings, (ii) any U.S. Loan Party may Dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution or otherwise) to any other U.S. Loan Party, (iii) any Foreign Loan Party may Dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution or otherwise) to any other Foreign Loan Party of the same Group and (iv) any Foreign Subsidiary of Holdings (other than a Foreign Loan Party) may Dispose of all or substantially all of its assets (upon voluntary liquidation,

dissolution or otherwise) to any wholly-owned Foreign Subsidiary of Holdings or Domestic Subsidiary of Holdings.

Section 7.05 *Dispositions.* Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property no longer used or usable in the business, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) a Responsible Officer of Holdings shall have delivered a certificate to the Administrative Agent prior to the date of such Disposition stating that Holdings or any Subsidiary of Holdings intends to reinvest the proceeds of such Disposition in replacement property of Holdings and its Subsidiaries within 365 days of receipt of such proceeds (*provided* that if, prior to the expiration of such 365 day period, Holdings, directly or through a Subsidiary, shall have entered into a binding agreement providing for such investment on or prior to the date that is 180 days after the expiration of such 365 day period, such 365 day period shall be extended to the date provided for such investment in such binding agreement); *provided* that if such investment is not made as contemplated by this clause (ii), then such Disposition shall not be deemed to have been made in accordance with this clause (ii);

(d) Dispositions of property by any Borrower of a Group to any Guarantor of the same Group, or by any Subsidiary of a Group to any Borrower or Guarantor of the same Group or by any Subsidiary that is not a Loan Party to any Subsidiary that is not a Loan Party; *provided* that if the transferor of such property is a Borrower or a Guarantor, the transferee thereof must either be a Borrower of the same Group or a Guarantor of the same Group.

(e) Dispositions of accounts receivable for purposes of collection;

(f) Dispositions of investment securities and Cash Equivalents in the ordinary course of business;

(g) (A) Dispositions permitted by Section 7.04, (B) Dispositions that constitute Investments permitted by Section 7.02, and (C) Dispositions that constitute Restricted Payments permitted by Section 7.06;

(h) licensing or sublicensing of IP Rights in the ordinary course of business for fair market value and on customary terms; *provided* that the grant of any exclusive license shall not materially interfere with, or preclude, the exploitation by Holdings or any of its Subsidiaries of any IP Rights to the extent that such IP Rights continue to be used in the business;

(i) transfers of condemned property as a result of the exercise of "eminent domain" or other similar policies to the respective Governmental Authority or agency that has condemned the same (whether by deed in lieu of condemnation or otherwise), and transfers of property that have been subject to a casualty to the respective insurer of such real property as part of an insurance settlement;

(j) Dispositions by Holdings and its Subsidiaries of property not otherwise permitted under this Section 7.05 (but in any event excluding Receivables Program Assets); *provided* that (i) at the time of

such Disposition and after giving effect thereto, no Default shall exist or would result from such Disposition, (ii) the proceeds of all such Dispositions in the aggregate from the Third Restatement Date are less than the greater of (x) $100,000,000 and (y) 3.50% of Consolidated Total Assets of Holdings, (iii) the consideration received for such property shall be in an amount at least equal to the fair market value thereof, (iv) no less than 75% of such consideration shall be paid in cash (*provided* that Dispositions in an aggregate amount not to exceed $30,000,000 shall be exempt from such minimum cash requirements) and (v) the Net Cash Proceeds thereof shall be applied as required by Section 2.05(b)(i); *provided*, *however*, that for the purposes of clause (iv), the following shall be deemed to be cash: (A) any liabilities (as shown on Holdings' or the applicable Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto) of Holdings or such Subsidiary (other than liabilities that are by their terms subordinated to the Obligations) that are assumed by the transferee with respect to the applicable Disposition and for which Holdings and all of its Subsidiaries shall have been validly released by all applicable creditors in writing and (B) any securities received by Holdings or the applicable Subsidiary from such transferee that are converted by Holdings or such Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition;

(k) Dispositions by Holdings and its Subsidiaries of property acquired in the Acquisition or after the Third Restatement Date in Permitted Acquisitions; *provided* that (i) Holdings identifies any such assets to be divested in reasonable detail in writing to the Administrative Agent on or before the closing date of such Permitted Acquisition or, with respect to Dispositions of assets related to the Acquisition, Holdings uses commercially reasonable efforts to identify such assets in reasonable detail in writing to the Administrative Agent promptly after the consummation of such Disposition (which Disposition, for the avoidance of doubt, may occur after the consummation of the Acquisition), (ii) the fair market value of the assets to be divested in connection with any Permitted Acquisition or the Acquisition does not exceed an amount equal to 15% of the total cash and non-cash consideration for such Permitted Acquisition or the Acquisition, as applicable, and (iii) the Net Cash Proceeds thereof shall be applied as required by Section 2.05(b)(i); and

(l) Dispositions of Receivables Program Assets in connection with a Qualified Receivables Transaction; provided that (i) the consideration received by Holdings or any Subsidiary from a Receivables Subsidiary for such assets shall be in an amount at least equal to the fair market value thereof to be paid in cash (or an intercompany obligation of such Receivables Subsidiary (which obligation Holdings shall cause to be documented pursuant to an intercompany note pledged and delivered to the Administrative Agent in accordance with the Pledge Agreements), which obligation shall be paid in cash upon the collection of Receivables Program Assets disposed of pursuant to this Section 7.05(l)) (ii) the Net Cash Proceeds thereof shall be applied as required by Section 2.05(b)(i), (iii) the Seller's Retained Interest and all proceeds thereof shall constitute Collateral (to the extent such interest is required to be Collateral hereunder) and all necessary steps to perfect a Lien in such Seller's Retained Interest for the benefit of the Secured Parties have been taken by Holdings and its Subsidiaries and (iv) no Event of Default shall have occurred and be continuing at the time such Disposition is made.

Section 7.06 *Restricted Payments.* Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that:

(a) each Subsidiary may make Restricted Payments to the Borrowers, the Guarantors and any other Person that owns an Equity Interest in such Subsidiary, ratably according to their respective holdings of the type of Equity Interest in respect of which such Restricted Payment is being made;

(b) each Borrower and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person;

(c) each Borrower and each Subsidiary may purchase, redeem or otherwise acquire Equity Interests issued by it with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common Equity Interests;

(d) so long as no Default shall have occurred and be continuing at the time of any action described in this paragraph (d) or would result therefrom, each Borrower may, without limiting the other provisions of this Section 7.06, (i) declare and make cash dividends to its stockholders and (ii) purchase, redeem or otherwise acquire for cash Equity Interests issued by it in an aggregate amount with respect to clauses (i) and (ii) not to exceed the sum of (1) the greater of $30,000,000 and 1.00% of Consolidated Total Assets of Holdings plus (2) an additional amount, not to exceed $75,000,000 in the aggregate during any Fiscal Year so long as the Consolidated Leverage Ratio of Holdings calculated as of the last day of the most recently ended fiscal quarter for which financial statements are available and as of the date of the making of such dividend, purchase, redemption or acquisition after giving *pro forma* effect to such Restricted Payment as if it had occurred on such last day or such date (as applicable) would be greater than 2.50:1.00 and less than or equal to 3.75:1.00, plus (3) an additional amount so long as the Consolidated Leverage Ratio of Holdings calculated as of the last day of the most recently ended fiscal quarter for which financial statements are available and as of the date of the making of such dividend, purchase, redemption or acquisition after giving *pro forma* effect to such Restricted Payment as if it had occurred on such last day or such date (as applicable) would be less than or equal to 2.50:1.00 plus (4) any Net Equity Proceeds; *provided* that, in the case of each of clauses (i) and (ii) above, both before and after giving *pro forma* effect to any such dividend, purchase, redemption or acquisition as if such dividend had been paid or purchase, redemption or acquisition had occurred on the last day of the preceding fiscal quarter, Holdings is in compliance with the financial covenants set forth in Section 7.1;

(e) Holdings may pay regularly scheduled dividends on its Qualified Preferred Stock pursuant to the terms thereof solely through the issuance of additional shares of such Qualified Preferred Stock (but not in cash); *provided* that in lieu of issuing additional shares of such Qualified Preferred Stock as dividends, Holdings may increase the liquidation preference of the shares of Qualified Preferred Stock in respect of which such dividends have accrued;

(f) Investments permitted pursuant to Section 7.02(c);

(g) non-cash repurchases of Equity Interests of Holdings deemed to occur (i) upon the non-cash exercise of stock options and warrants or similar equity incentive awards and (ii) in connection with the withholding of a portion of the Equity Interests granted or awarded to a director or an employee to pay for the taxes payable by such director or employee upon such grant or award or payment with respect thereto; and

(h) Holdings or any of its Subsidiaries may (i) pay cash in lieu of fractional shares in connection with any dividend, split or combination thereof or any Permitted Acquisition and (ii) honor any conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion.

Section 7.07 *Change in Nature of Business.* Engage in any material line of business substantially different from those lines of business conducted by Holdings and its Subsidiaries on the Third Restatement Date or any business reasonably related thereto.

Section 7.08 *Transactions with Affiliates*. Enter into any transaction of any kind with any Affiliate of Holdings, whether or not in the ordinary course of business, other than on fair and reasonable terms no less favorable to Holdings or such Subsidiary than would be obtainable by Holdings or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate, provided that the foregoing restriction shall not apply to:

(a) transactions between or among Loan Parties of the same Group or between and among Subsidiaries that are not Loan Parties;

(b) Qualified Receivables Transactions otherwise permitted hereunder;

(c) the payment of reasonable fees, expenses and compensation (including equity compensation) to and insurance provided on behalf of current, former and future officers and directors of Holdings or any of its Subsidiaries and indemnification agreements entered into by Holdings or any of its Subsidiaries;

(d) employment and severance arrangements with current, former and future officers and employees and transactions pursuant to stock option plans and employee benefit plans and arrangements in the ordinary course of business;

(e) transactions pursuant to agreements in existence on the Third Restatement Date and set forth on Schedule 7.08 or any amendment thereto to the extent such an amendment is not adverse to the Lenders in any material respect;

(f) the issuance by Holdings of common stock and Qualified Preferred Stock; and

(g) any Investments made pursuant to Sections 7.02(c)(ii), 7.02(c)(iii), 7.02(c)(iv), 7.02(c)(v) and 7.02(c)(vi)(C)(2).

Section 7.09 *Restrictive Agreements*. Enter into any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments to any Borrower or any Guarantor or to otherwise transfer property to any Borrower or any Guarantor, (ii) of any Subsidiary to Guarantee the Indebtedness of the Borrowers hereunder or (iii) of Holdings or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person to secure the Obligations; *provided, however,* that clauses (i) and (iii) shall not prohibit any negative pledge or similar provision, or restriction on transfer of property, incurred or provided in favor of any holder of Indebtedness permitted under Section 7.03(e) solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person. Notwithstanding the foregoing, this Section 7.09 will not restrict or prohibit:

(a) restrictions imposed pursuant to an agreement that has been entered into in connection with a transaction permitted pursuant to Section 7.04 or Section 7.05 with respect to the property that is subject to that transaction;

(b) restrictions imposed by any agreement relating to secured Indebtedness permitted pursuant to Section 7.03 to the extent that such restrictions apply only to the property or assets securing such Indebtedness;

(c) provisions restricting subletting or assignment of Contractual Obligations; or

(d) restrictions set forth in the SpinCo Notes Documents as in effect on the Third Restatement Date or as amended, modified, refinanced, replaced, renewed or extended in a manner that is not more restrictive and is otherwise not prohibited hereunder.

Section 7.10 *Use of Proceeds.* Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

Section 7.11 *Financial Covenants.*

(a) *Consolidated Leverage Ratio*. Permit the Consolidated Leverage Ratio as of the end of any fiscal quarter of Holdings to be greater than 3.75:1.00 (the "**Maximum Consolidated Leverage Ratio**"); provided that following the consummation of a Material Acquisition and as of the end of the fiscal quarter in which such Material Acquisition occurred and as of the end of the three fiscal quarters thereafter, the level above shall be increased by 0.50:1.00, it being understood and agreed that the Acquisition is a Material Acquisition and therefore such increase shall be in effect as of the end of each of the first four fiscal quarters following the Third Restatement Date; provided that no more than one such increase shall be in effect at any time.

(b) *Consolidated Fixed Charge Coverage Ratio*. Permit the Consolidated Fixed Charge Coverage Ratio as of the end of any fiscal quarter of Holdings to be less than 1.25 to 1.00.

Section 7.12 *Amendments of Organization Documents.* Amend any of its Organization Documents in a manner adverse to the Lenders.

Section 7.13 *Accounting Changes.* Make any change in its (a) accounting policies or reporting practices, except as required by GAAP or (b) Fiscal Year.

Section 7.14 *Prepayments of Indebtedness.* Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any subordinated, unsecured or junior secured Indebtedness, including the SpinCo Notes (collectively, the "**Junior Indebtedness**") (it being understood that payments of regularly scheduled interest and principal shall be permitted to the extent not prohibited by the subordination provisions applicable thereto), except (a) the refinancing thereof with the proceeds of any Permitted Refinancing permitted by Section 7.03, (b) the prepayment of Indebtedness of any Borrower or any Subsidiary owed to any Borrower or any Subsidiary to the extent not prohibited by the subordination provisions applicable thereto, and (c) so long as no Default has occurred and is continuing, prepayments, redemptions, purchases or other payments made to satisfy Junior Indebtedness (not in violation of any subordination terms in respect thereof) in an amount not to exceed the sum of (1) $160,000,000 per fiscal year of Holdings, so long as the Consolidated Leverage Ratio of Holdings calculated as of the last day of the most recently ended fiscal quarter for which financial statements are available and as of the date of the making of such prepayment, redemption, purchase or other payment after giving *pro forma* effect to such prepayment, redemption, repurchase or other payment as if it had occurred on such last day or such date (as applicable) would be less than or equal to 3.50:1.00 plus (2) an additional amount, so long as the Consolidated Leverage Ratio of Holdings calculated as of the last day of the most recently ended fiscal quarter for which financial statements are available and as of the date of the making of such prepayment, redemption, purchase or other payment after giving *pro forma* effect to such prepayment, redemption, repurchase or other payment as if it had occurred on such last day or such date (as applicable) would be less than or equal to 3.00:1.00 plus (3) any Net Equity Proceeds.

Section 7.15 *Sale-Leaseback Transactions.* Enter into any sale-leaseback transaction in which any Loan Party is the seller or the lessee unless the disposition of assets is permitted under Section 7.05 and the incurrence of indebtedness is permitted by Section 7.03.

Section 7.16 *Amendments of Indebtedness*. Amend, modify, or change in any manner any term or condition of any Indebtedness set forth in Schedule 7.03, any Junior Indebtedness, or any agreement with respect to Qualified Preferred Stock, in each case, in a manner adverse to the Lenders or that would effect a prepayment not otherwise permitted under Section 7.14.

Section 7.17 *Limitation on Activities of Australian Borrower*. In the case of Australian Borrower, notwithstanding anything to the contrary in this Agreement or in any other Loan Document:

(a) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations or own any assets other than (i) its ownership of the Equity Interests of ACCO Australia Pty Ltd. and its Subsidiaries and activities incidental thereto, including activities required to consummate any reorganization of ACCO Australia Pty Ltd. and its Subsidiaries and provision of management services thereto, (ii) activities incidental to the maintenance of its existence and compliance with applicable laws and legal, tax and accounting matters related thereto and activities relating to its employees, (iii) activities relating to the performance of obligations under the Loan Documents, (iv) the making of Restricted Payments permitted to be made by Australian Borrower pursuant to Section 7.06 and (v) the receipt of Restricted Payments permitted to be made to Australian Borrower under Section 7.06; or

(b) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (i) the Obligations, (ii) obligations with respect to its Equity Interests and (iii) non-consensual obligations imposed by operation of law.

## ARTICLE 8
## EVENTS OF DEFAULT AND REMEDIES

Section 8.01 *Events of Default.* Each of the following shall constitute an Event of Default (each, an "**Event of Default**"):

(a) *Non-Payment*. Any Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation or (ii) within three (3) Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) within five (5) days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) *Specific Covenants*. Any Borrower fails to perform or observe any term, covenant or agreement contained in any of Section 6.01, Section 6.03(a), Section 6.04 (with respect to any Borrower), Section 6.10, Section 6.11 or Article 7; or

(c) *Other Defaults*. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in paragraph (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for ten (10) days with respect to Section 6.02, Section 6.03 (other than clause (a) thereof) and Section 6.04 (other than with respect to any Borrower) and thirty (30) days with respect to any other such covenant or agreement; or

(d) *Representations and Warranties*. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Borrower or any other Loan Party herein, in any other

Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading, in any material respect, when made or deemed made; or

(e) *Cross-Default*. (i) Any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guarantee (other than Indebtedness under the Loan Documents and Indebtedness under Swap Contracts) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount, or (B), fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, in each case, after any applicable grace, cure or notice period, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined, or as such comparable term may be used and defined, in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which any Loan Party or any of its Subsidiaries is the Defaulting Party (as defined, or as such comparable term may be used and defined, in such Swap Contract) or (B) any Termination Event (as defined, or as such comparable term may be used and defined, in such Swap Contract) under such Swap Contract as to which any Loan Party or any of its Subsidiaries is an Affected Party (as defined, or as such comparable term may be used and defined, in such Swap Contract) and, in either event, the Swap Termination Value owed by Holdings or such Subsidiary as a result thereof is greater than the Threshold Amount; or

(f) *Insolvency Proceedings*, *Etc.* Any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, receiver-manager, trustee, custodian, conservator, monitor, liquidator, rehabilitator, administrator or similar officer for it or for all or any material part of its property; or any receiver, receiver-manager, trustee, custodian, conservator, monitor, liquidator, rehabilitator, administrator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding; or

(g) *Inability to Pay Debts*; *Attachment*. (i) Any Loan Party or any of its respective Subsidiaries (other than an Immaterial Subsidiary) becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(h) *Judgments*. There is entered against any Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) (i) one or more final judgments or orders (other than any judgment or order related to the Specified Brazilian Tax Payments) for the payment of money in an aggregate amount (as to all such judgments or orders) exceeding the Threshold Amount (to the extent not covered by independent third-party

insurance as to which the insurer does not dispute coverage) and the same shall remain unpaid or undischarged, or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of sixty (60) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) *ERISA*. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of any Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of the Threshold Amount, (ii) any Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Threshold Amount or (iii) a Foreign Pension Plan Event occurs with respect to a Foreign Pension Plan which has resulted or could reasonably be expected to result in liability of any Loan Party in excess of the Threshold Amount; or

(j) *Invalidity of Loan Documents*. Any provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect in any material respect; or any Loan Party or any other Person contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document; or

(k) *Change of Control*. There occurs any Change of Control; or

(l) *Collateral Documents*. Any Collateral Document after delivery thereof pursuant to Article 4 or Section 6.11 shall for any reason (other than pursuant to the terms hereof) cease to create a valid and perfected first priority Lien (subject as to priority to Permitted Liens (other than with respect to Equity Interests pledged under any Pledge Agreement)) on the Collateral purported to be covered thereby; or

(m) *Governmental Action*. Any Governmental Authority shall have condemned, nationalized, seized, or otherwise expropriated all or substantially all of the property, shares of capital stock or other assets of any Foreign Loan Party or any of its Subsidiaries, or shall have assumed custody or control of such property or other assets or of the business or operations of any Foreign Loan Party or any of its Subsidiaries, or shall have taken any action for the dissolution or disestablishment of any Foreign Loan Party or any of its Subsidiaries or any action that would prevent any Foreign Loan Party, any of its Subsidiaries or any of their respective officers from carrying on the business of such Foreign Loan Party or such Subsidiary or a substantial part thereof; *provided*, *however*, if any of the foregoing has occurred with respect to Tilibra or any other Subsidiary organized under the laws of Brazil as a result of the Specified Brazilian Tax Payment, then no Event of Default shall be deemed to have occurred unless Tilibra or any other Subsidiary organized under the laws of Brazil has become a Borrower under this Agreement.

Section 8.02 *Remedies Upon Event of Default.* If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders (or, in the case of clause (a), (b) or (d) below, the Required Revolving Credit Lenders), take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments shall be terminated;

(b) declare any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such obligation shall be terminated;

(c) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by each Borrower;

(d) require that the Borrowers Cash Collateralize the L/C Obligations (in an amount equal to 105% of the then Outstanding Amount thereof); and

(e) exercise on behalf of itself, the Lenders and the L/C Issuer all rights and remedies available to it, the Lenders and the L/C Issuer under the Loan Documents or at law or in equity;

*provided, however,* that upon the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower or any Guarantor under any Debtor Relief Law of the United States or any other jurisdiction designated by the Administrative Agent in the Borrower Joinder Agreement pursuant to which a Subsidiary is added as a Borrower in accordance with Section 1.09, the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrowers to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

Section 8.03 *Application of Funds.* After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall, subject to the provisions of Section 2.15, Section 2.16 and Section 2.17, be applied by the Administrative Agent in the order specified in Article V of the U.S. Obligations Guaranty or Article V of the Foreign Obligations Guaranty, as applicable.

## ARTICLE 9
## ADMINISTRATIVE AGENT

Section 9.01 *Appointment and Authority.* (a) Each of the Lenders and the L/C Issuer hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes of the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and no Borrower shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) Bank of America shall also act as the “collateral agent” under the Loan Documents, and each of the Lenders (including in its capacities as a potential Cash Management Bank, potential Hedge Bank and potential Supply Chain Finance Bank) and the L/C Issuer hereby irrevocably appoints and authorizes Bank of America to act as the agent of such Lender and the L/C Issuer for purposes of acquiring, holding

and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, Bank of America, as "collateral agent", and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent, shall be entitled to the benefits of all provisions of this Article 9 and Article 11 (including Section 11.04(c) as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto; *provided* that to the extent the L/C Issuer is entitled to indemnification under this Section 9.01 solely in connection with its role as the L/C Issuer, only the Revolving Credit Lenders shall be required to indemnify the L/C Issuer in accordance with this Section 9.01.

Section 9.02 *Rights as a Lender.* The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its capacity as a Lender. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 9.03 *Exculpatory Provisions.* No Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except (in the case of the Administrative Agent) discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); *provided* that no Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability that is contrary to any Loan Document or applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as such Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until it shall

have received written notice from a Lender, the L/C Issuer or any Borrower referring to this Agreement, describing such Default and stating that such notice is a "notice of default".

No Agent or any of its Related Parties shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral or (vi) the satisfaction of any condition set forth in Article 4 or elsewhere herein, other than, in the case of the Administrative Agent, to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 9.04 *Reliance.* Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and it shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 9.05 *Delegation of Duties.* The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article 9 shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent. No Administrative Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 9.06 *Resignation of Administrative Agent.* The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and Holdings. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with Holdings (*provided* that Holdings shall have no right of consultation if a Default then exists), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders and the L/C Issuer appoint a successor to the retiring Administrative Agent meeting the qualifications set forth above; *provided* that if the retiring

Administrative Agent shall notify Holdings and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the retiring Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the retiring Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring (or retired) Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by any Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the applicable Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article 9 and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Any resignation by an entity serving as the Administrative Agent pursuant to this Section 9.06 shall also constitute its resignation as the L/C Issuer and Swing Line Lender, if applicable. Upon the acceptance of a successor's appointment as the Administrative Agent, as the case may be, hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer and Swing Line Lender, if applicable, (ii) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents and (iii) the successor L/C Issuer shall issue Letters of Credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

Section 9.07 *Non-Reliance on Administrative Agent and Other Lenders.* Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent or any Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.08 *No Other Duties, Etc.* Anything herein to the contrary notwithstanding, none of the Arrangers or the Agents shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or the L/C Issuer hereunder.

Section 9.09 *Administrative Agent May File Proofs of Claim.* In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relating to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due

and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Borrower) shall be entitled and empowered (but not obligated), by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under Sections 2.03(h) and (i), Section 2.09 and Section 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel and any other amounts due the Administrative Agent under Sections 2.09 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or the L/C Issuer in any such proceeding.

Section 9.10 *Collateral and Guaranty Matters.* (a) Each Lender (including in its capacities as a potential Cash Management Bank, a potential Hedge Bank and potential Supply Chain Finance Bank) and the L/C Issuer irrevocably authorize the Administrative Agent, at its option and in its discretion:

(i) to release any Lien to the extent securing the Obligations on any property granted to or held by the Administrative Agent under any Loan Document (i) upon the Discharge of Obligations, (ii) that is sold as part of or in connection with any sale permitted hereunder or that constitutes a disposition of Receivables Program Assets permitted pursuant to Section 7.05(l) or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(ii) to release any Guarantor from its Guarantee of the Obligations under any Loan Document (i) upon the Discharge of Obligations or (ii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(iii) to release any Guarantor from its Guarantee of the Obligations under any Loan Document if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder (unless such Person continues to guarantee the SpinCo Notes); and

(iv) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document, to the extent securing the Obligations, to the holder of any Lien on such property that is permitted by Section 7.01(i).

(b) Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of Collateral, or to release any Guarantor from its Guarantee of the Obligations under the Loan Documents pursuant to this Section 9.10. In each case, as specified in this Section 9.10, the Administrative Agent will, at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the Lien granted under the Loan Documents or to subordinate its interest in such item, or to release such Guarantor from its Guarantee of the Obligations under the Loan Documents, in each case, in accordance with the terms of the Loan Documents and this Section 9.10.

(c) At any time that a Loan Party desires that the Administrative Agent take any action to acknowledge or give effect to any release of Collateral pursuant to this Section 9.10, such Loan Party shall deliver to the Administrative Agent at least ten (10) Business Days (or such shorter period as the Administrative Agent may agree) prior to the date of the proposed release, a written request for release describing the item of Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a proposed form of release for execution by the Administrative Agent and a certificate signed by a principal executive officer of such Loan Party stating that the transaction is in compliance with the Loan Documents and as to such other matters as the Administrative Agent may reasonably request. At any time that Holdings or a Loan Party desires that a Subsidiary of Holdings which has been released from the Foreign Obligations Guaranty or the U.S. Obligations Guaranty be released as provided in this Section 9.10, it shall deliver to the Administrative Agent a certificate signed by a principal executive officer of Holdings and the respective Loan Party stating that the release of the respective Loan Party (and its Collateral) is permitted pursuant to this Section 9.10.

(d) The Administrative Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Administrative Agent in good faith believes to be in accordance with) this Section 9.10.

Section 9.11 *Secured Cash Management Agreements, Secured Hedge Agreements and Specified Supply Chain Agreements.* No Cash Management Bank, Hedge Bank or Supply Chain Finance Bank that obtains the benefits of the Collateral Documents or any Collateral by virtue of the provisions hereof or of any Collateral Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article 9 to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements, Secured Hedge Agreements and Specified Supply Chain Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank, Hedge Bank or Supply Chain Finance Bank, as the case may be. Any such Lender (or Affiliate thereof) and the applicable Loan Party party to any such agreement each agrees to provide the Administrative Agent with the calculations of all such Obligations, if any, at such times as the Administrative Agent shall reasonably request. At any time an Event of Default has occurred and is continuing, each such Lender (or Affiliate thereof) agrees, at the request of the Administrative Agent, to promptly (and in any event within three (3) Business Days after the occurrence of such request) provide the Administrative Agent with a statement certifying the Other U.S. Collateral Amount and the Other Foreign Collateral Amount of such Lender (or Affiliate thereof) and to update such certification from time to time during the continuance of such Event of Default as reasonably

requested by the Administrative Agent. By accepting the benefits of this Agreement and each other Loan Document, each Secured Party shall be deemed to have appointed the Administrative Agent as its agent and to have agreed to be bound by the Loan Documents as a Secured Party. By accepting the benefits of this Agreement and each other Loan Document, each Secured Party expressly acknowledges and agrees that this Agreement and each other Loan Document may be enforced only by the action of the Administrative Agent acting upon the instructions of the Required Secured Parties and that no other Secured Party shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Administrative Agent for the benefit of the Secured Parties upon the terms of this Agreement and the other Loan Documents.

## ARTICLE 10
DEBT ALLOCATION MECHANISM

Section 10.01 *Implementation of DAM.* (a) On the DAM Exchange Date, (i) the Commitments shall automatically and without further act be terminated as provided in Article 8, (ii) the Lenders shall automatically and without further action (and without regard to the provisions of Section 11.06) be deemed to have exchanged interests in their respective Term Loans, Revolving Credit Loans and Incremental Revolving Loans, such that in lieu of the interest of each Lender in each Term Loan, Revolving Credit Loan and Incremental Revolving Loan which it shall hold as of such date (including such Lender's interest in the Obligations of each Loan Party in respect of each such Term Loan, Revolving Credit Loan or Incremental Revolving Loan, as applicable), such Lender shall hold an interest in every one of the Term Loans, Revolving Credit Loans and Incremental Revolving Loans, including the Obligations of each Loan Party in respect of each such Term Loan, Revolving Credit Loan and Incremental Revolving Loan, whether or not such Lender shall previously have held any interest therein, equal to such Lender's DAM Percentage thereof and (iii) simultaneously with the deemed exchange of interests pursuant to clause (ii) above, in the case of any DAM Dollar Lender that has prior to the date thereof notified the Administrative Agent and Holdings in writing that it has elected to have this clause (iii) apply to it, the interests in the Term Loans, Revolving Credit Loans or Incremental Revolving Loans to be received by such DAM Dollar Lender in such deemed exchange shall, automatically and with no further action required, be converted into U.S. Dollars, determined using the Spot Rate calculated as of such date, of such amount and on and after such date all amounts accruing and owed to such DAM Dollar Lender in respect of such Obligations shall accrue and be payable in U.S. Dollars at the rate otherwise applicable hereunder; *provided* that such DAM Exchange will not affect the aggregate amount of the Obligations of any Borrower to any Lender under the Loan Documents. Each Lender hereby consents and agrees to the DAM Exchange and agrees that the DAM Exchange shall be binding upon its successors and assigns and any Person that acquires a participation in its interests in any Term Loan, Revolving Credit Loan or Incremental Revolving Loan. Each Lender agrees to surrender any promissory notes originally received by it in connection with its Term Loans, Revolving Credit Loans or Incremental Revolving Loans, as applicable, to the Administrative Agent against delivery of new promissory notes evidencing its interests in the Revolving Credit Loans and Term A Loans after giving effect to the DAM Exchange.

(b) As a result of the DAM Exchange, upon and after the DAM Exchange Date, each payment received by the Administrative Agent pursuant to any Loan Document in respect of the Obligations of the Borrowers with respect to the Term Loans, Revolving Credit Loans and Incremental Revolving Loans, and each distribution made by the Administrative Agent pursuant to any Collateral Document in respect of such Obligations, shall be distributed in accordance with Article V of the U.S. Obligations Guaranty (after giving effect to the DAM Exchange). Any direct payment received by any such Lender upon or after the DAM Exchange Date, including by way of set-off, in respect of such Obligations shall be paid over to the Administrative Agent for distribution to the Lenders in accordance herewith.

Section 10.02 *Letters of Credit.* (a) In the event that on the DAM Exchange Date any Letter of Credit shall be outstanding and undrawn in whole or in part or there are any Unreimbursed Amounts, each Revolving Credit Lender shall, before giving effect to the DAM Exchange, promptly pay over to the Administrative Agent, in immediately available funds and in the currencies in which Letters of Credit are denominated, an amount equal to such Lender's Applicable Percentage of the Revolving Credit Facility (as notified to such Lender by the Administrative Agent), of such Letter of Credit's undrawn face amount or (to the extent it has not already done so) such Letter of Credit's Unreimbursed Amount (less any Cash Collateral held by the issuer of such Letter of Credit in respect thereof), as the case may be, together with interest thereon from the DAM Exchange Date to the date on which such amount shall be paid to the Administrative Agent at the rate that would be applicable at the time to a Revolving Credit Loan that is a Base Rate Loan in a principal amount equal to such amount, as the case may be. The Administrative Agent shall establish a separate account or accounts for each Revolving Credit Lender (each, an "**L/C Reserve Account**") for the amounts received with respect to each such Letter of Credit pursuant to the preceding sentence. The Administrative Agent shall deposit in each Revolving Credit Lender's L/C Reserve Account the amount received from such Revolving Credit Lender as provided above. The Administrative Agent shall have sole dominion and control over each L/C Reserve Account, and the amounts deposited in each L/C Reserve Account shall be held in such L/C Reserve Account until withdrawn as provided in paragraph (b), (c), (d) or (e) below. The Administrative Agent shall maintain records enabling it to determine the amounts paid over to it and deposited in the L/C Reserve Accounts in respect of each Letter of Credit and the amounts on deposit in respect of each Letter of Credit attributable to each Revolving Credit Lender's Applicable Percentage of the Revolving Credit Facility. The amounts held in each Revolving Credit Lender's L/C Reserve Account shall be held as a reserve against the outstanding Letter of Credit Obligations, shall be the property of such Revolving Credit Lender, shall not constitute Loans to or give rise to any claim of or against any Loan Party and shall not give rise to any obligation on the part of the Borrowers to pay interest to such Revolving Credit Lender, it being agreed that the reimbursement obligations in respect of Letters of Credit shall arise only at such times as drawings are made thereunder, as provided in Section 2.03.

(b) In the event that after the DAM Exchange Date any drawing shall be made in respect of a Letter of Credit, the Administrative Agent shall, at the request of the L/C Issuer, withdraw from the L/C Reserve Account of each Revolving Credit Lender any amounts, up to the amount of such Revolving Credit Lender's Applicable Percentage of such drawing, deposited in respect of such Letter of Credit and remaining on deposit and deliver such amounts to such L/C Issuer in satisfaction of the reimbursement obligations of the Revolving Credit Lenders under Section 2.03 (but not of the Borrowers). In the event any Revolving Credit Lender shall default on its obligation to pay over any amount to the Administrative Agent in respect of any Letter of Credit as provided in this Section 10.02, such L/C Issuer shall, in the event of a drawing thereunder, have a claim against such Revolving Credit Lender to the same extent as if such Revolving Credit Lender had defaulted on its obligations under Section 2.03(c), but shall have no claim against any other Lender in respect of such defaulted amount, notwithstanding the exchange of interests in the reimbursement obligations pursuant to Section 10.01. Each other Revolving Credit Lender shall have a claim against such defaulting Revolving Credit Lender for any damages sustained by it as a result of such default, including, in the event such Letter of Credit shall expire undrawn, its Applicable Percentage of the defaulted amount.

(c) In the event that after the DAM Exchange Date any Letter of Credit shall expire undrawn, the Administrative Agent shall withdraw from the L/C Reserve Account of each Revolving Credit Lender the amount remaining on deposit therein in respect of such Letter of Credit and distribute such amount to such Revolving Credit Lender.

(d) With the prior written approval of the Administrative Agent and the L/C Issuer, any Revolving Credit Lender may withdraw the amount held in its L/C Reserve Account in respect of the undrawn

amount of any Letter of Credit. Any Revolving Credit Lender making such a withdrawal shall be unconditionally obligated, in the event there shall subsequently be a drawing under such Letter of Credit, to pay over to Administrative Agent, for the account of such L/C Issuer on demand, its Applicable Percentage of such drawing.

(e) Pending the withdrawal by any Revolving Credit Lender of any amounts from its L/C Reserve Account as contemplated by the above paragraphs, the Administrative Agent will, at the direction of such Revolving Credit Lender and subject to such rules as the Administrative Agent may prescribe for the avoidance of inconvenience, invest such amounts in Cash Equivalents. Each Revolving Credit Lender that has not withdrawn the amounts in its L/C Reserve Account as provided in paragraph (d) above shall have the right, at intervals reasonably specified by the Administrative Agent, to withdraw the earnings on investments so made by the Administrative Agent with amounts in its L/C Reserve Account and to retain such earnings for its own account.

Section 10.03 *Net Payments Upon Implementation of DAM Exchange.* Notwithstanding any other provision of this Agreement, if, as a direct result of the implementation of the DAM Exchange any Taxes are required by law to be deducted or withheld (other than a Tax on the overall net income or franchise Taxes (in lieu of a Tax on overall net income)) from amounts payable to the Administrative Agent, any Lender or any Participant with respect to the Revolving Credit Facility, the Term A Facility, or any Incremental Facility under the Loan Documents or if the Administrative Agent or any Lender is otherwise required to pay any such Taxes, (i) the amounts so payable to the Administrative Agent, such Lender or such Participant shall be increased to the extent necessary to yield to the Administrative Agent, such Lender or such Participant (after payment of all such Taxes) interest or any such other amounts payable under the Loan Documents at the rates or in the amounts specified in this Agreement and (ii) within thirty (30) days after paying any sum from which any deduction or withholding is required by law, and within thirty (30) days after the due date of payment of any Tax that is required to be paid with respect to such deduction or withholding, the applicable Borrower shall deliver or cause to be delivered to the Administrative Agent evidence reasonably satisfactory to the other affected parties of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority; *provided*, *however*, that the Borrowers shall not be required to increase any such amounts payable to such Lender or Participant under this Section 10.03 (but, rather, shall be required to increase any such amounts payable to such Lender or Participant to the extent required by Section 3.01) if such Lender or Participant was prior to or on the DAM Exchange Date already a Lender or Participant with respect to such Borrower. To the extent that pursuant to the DAM Exchange, a Lender (or a Participant under the Revolving Credit Facility, the Term A Facility, or any Incremental Facility, as applicable) becomes a Foreign Lender with respect to a particular Borrower and such Foreign Lender, in its good faith judgment, is eligible for an exemption from, or reduced rate of, withholding Taxes on payments made on such Loan interest received pursuant to the DAM Exchange, such Foreign Lender shall establish an exemption or reduction from such withholding Taxes as soon as practicable unless establishing such an exemption or reduction would be materially onerous for such Lender. To the extent a Borrower is obligated to make payments to a Lender (or a Participant under the Revolving Credit Facility, the Term A Facility or any Incremental Facility, as applicable) that is a Foreign Lender as a result of the DAM Exchange, such Borrower shall not be required to increase any amounts payable under this Section 10.03 to such Foreign Lender or to indemnify such Foreign Lender to the extent of any withholding tax resulting from the failure by such Foreign Lender to establish an exemption or reduction from such withholding Taxes when such Foreign Lender was able to do so unless establishing such an exemption or reduction would be materially onerous for such Lender. If any Borrower fails to pay or cause to be paid any such Taxes that are required by law to be paid with respect to such deduction or withholding when due to the appropriate taxing authority or fails to remit or cause to be remitted to the Administrative Agent the required receipts or other required documentary evidence, such Borrower shall indemnify the Agents, the Revolving Credit Lenders, the Term A Lenders, and the

Participants under the Revolving Credit Facility, the Term A Facility or any Incremental Facility, as applicable, for any incremental Taxes, interest, costs or penalties that may become payable by the Agents, such Lenders or such Participants as a result of any such failure, provided that such Agent, Lender or Participant was not excluded from receiving an increased amount pursuant to the immediately preceding sentence. This Section 10.03 shall not have any impact on the application of Section 3.01 to any payments to the extent Section 3.01 otherwise applies to such payments.

## ARTICLE 11
MISCELLANEOUS

Section 11.01 *Amendments, Etc.* (a) Except as provided in Section 11.01(b) and, with respect to any Loan Document other than this Agreement, except as expressly provided in such Loan Document, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by any Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and Holdings or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent (or signed by the Administrative Agent on behalf of and with the written consent of the Required Lenders), and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however,* that no such amendment, waiver or consent shall:

(i) waive any condition set forth in Section 4.03 as to any Credit Extension under Revolving Credit Facility or the Term A Facility without the written consent of the Required Revolving Credit Lenders or the Required Term A Lenders, as applicable;

(ii) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 2.06 or Section 8.02) without the written consent of such Lender;

(iii) postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayments pursuant to Section 2.05(b)) of principal, interest, fees or other amounts due to the Lenders (or any of them) or any scheduled or mandatory reduction of any Facility hereunder or under any other Loan Document without the written consent of each Appropriate Lender directly affected thereby;

(iv) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; *provided, however,* that only the consent of the Required Lenders shall be necessary (i) to amend the definition of "**Default Rate**" or to waive any obligation of any Borrower to pay interest or Letter of Credit Fees at the Default Rate or (ii) to amend any financial covenant hereunder (or any defined term used therein) even if the effect of such amendment would be to reduce the rate of interest on any Loan or L/C Borrowing or to reduce any fee payable hereunder;

(v) change (A) the definition of "Applicable Percentage", Section 8.03 of this Agreement, Article V of the U.S. Obligations Guaranty or Article V of the Foreign Obligations Guaranty, in each case, in a manner that would alter the *pro rata* sharing of payments required thereby or the other provisions of this Agreement in respect of the *pro rata* application of payments or offers hereunder under Section 2.12 or Section 2.13 without the written consent of each adversely affected Lender or (B) the order of application or *pro rata* nature of application of any reduction in the Commitments or any prepayment of Loans within or among the Facilities from the application

thereof set forth in the applicable provisions of Section 2.05(a), Section 2.05(b), Section 2.06(c) or any other provision of Section 2.05(a) or Section 2.05(b) (or the defined terms used in such sections solely to the extent of their use therein) in any manner that materially and adversely affects the Lenders under a Facility without the written consent of (i) if such Facility is the Term A Facility, the Required Term A Lenders, (ii) if such Facility is an Incremental Term Loan Facility not made part of the Term A Facility, the Required Incremental Term Loan A Lenders of such Series and (iii) if such Facility is the Revolving Credit Facility, the Required Revolving Credit Lenders;

(vi) change (i) any provision of this Section 11.01 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder (other than the definitions specified in clause (ii) of this Section 11.01(a)(vi)), without the written consent of each Lender or (ii) the definition of "Required Incremental Term Loan A Lenders", "Required Revolving Credit Lenders", "Required Term A Lenders" without the written consent of each Lender under the applicable Facility;

(vii) release all or substantially all of the value of the Guarantees of the Obligations in any transaction or series of transactions without the written consent of each Lender, except to the extent the release of any Guarantor is permitted pursuant to Section 9.10 (in which case such release may be made by the Administrative Agent acting alone);

(viii) release all or substantially all of the Collateral in any transaction or series of related transactions without the written consent of each Lender, except to the extent the release of any Collateral is permitted pursuant to Section 9.10 (in which case such release may be made by the Administrative Agent acting alone);

(ix) impose any greater restriction on the ability of any Lender under a Facility to assign any of its rights or obligations hereunder without the written consent of (i) if such Facility is the Term A Facility, the Required Term A Lenders, (ii) if such Facility is an Incremental Term Loan Facility that is not made part of the Term A Facility, the Required Incremental Term Loan A Lenders of such Series, and (iii) if such Facility is the Revolving Credit Facility, the Required Revolving Credit Lenders;

(x) amend Section 1.08 or the definition of "Alternative Currency" without the written consent of each Revolving Credit Lender and the L/C Issuer;

(xi) amend Section 1.09 without the written consent of each Appropriate Lender directly affected thereby;

(xii) amend (a) the definition of "Revolving Credit Borrowers" without the written consent of each Revolving Credit Lender or (b) the definition of "Term A Borrowers" without the written consent of each Term A Lender; and

(xiii) amend any provision of Section 8.02 that would have the effect of changing the percentage of Required Lenders or Required Revolving Credit Lenders required to take any or all of the actions specified in Section 8.02;

and, *provided, further*, that (A) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document, in each case, relating to any Letter of Credit

issued or to be issued by it; (B) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; and (C) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document.

(b) Notwithstanding anything in Section 11.01(a) to the contrary, amendments to this Agreement or any other Loan Document made pursuant to Section 1.08(a), Section 1.09 and Section 2.14 shall be effective with the written consent of Holdings and the Administrative Agent as provided herein, without the necessity of consent of any other Loan Party or Lender (but in the case of amendments made pursuant to Section 1.09, subject to the approval of the Lenders to the addition of a Borrower); *provided* that no such amendment shall, unless in writing and signed by the L/C Issuer, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document, in each case, relating to any Letter of Credit issued or to be issued by it.

(c) Notwithstanding anything in Section 11.01(a) to the contrary, this Agreement, including this Section 11.01, may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement (including the rights of the lenders under additional term facilities to share ratably with the Term A Facilities in prepayments pursuant to Section 2.05) and the other Loan Documents with the Term Loans and Revolving Credit Commitments and the accrued interest and fees in respect thereof and (ii) to include, appropriately, the Lenders holding such credit facilities in any determination of the Required Lenders.

(d) Notwithstanding anything in Section 11.01(a) to the contrary, this Agreement may be amended with the written consent of the Administrative Agent, the Borrowers and the lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing of all outstanding Term A Loans, ("**Refinanced Term Loans**") with a replacement term loan tranche hereunder (the "**Replacement Term Loans**"); *provided* that (i) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Refinanced Term Loans, (ii) the Applicable Rate for such Replacement Term Loans shall not be higher than the Applicable Rate for such Refinanced Term Loans, (iii) the Weighted Average Life to Maturity of such Replacement Term Loans shall not be shorter than the Weighted Average Life to Maturity of such Refinanced Term Loans at the time of such refinancing (except to the extent of nominal amortization for periods where amortization has been eliminated as a result of prepayment of the Refinanced Term Loans) and (iv) all other terms applicable to such Replacement Term Loans shall be substantially identical to, or less favorable to the Lenders providing such Replacement Term Loans than, those applicable to such Refinanced Term Loans, except to the extent necessary to provide for covenants and other terms applicable to any period after the latest final maturity of the Loans in effect immediately prior to such refinancing.

(e) Notwithstanding anything in Section 11.01(a) to the contrary, if, following the Third Restatement Date, the Administrative Agent and the Borrowers shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of this Agreement or any other Loan Document, then the Administrative Agent and the Borrowers shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to this Agreement or any other Loan Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof, it being understood that

posting such amendment electronically on the Platform with notice of such posting by the Administrative Agent to the Required Lenders shall be deemed adequate notice of such amendment.

Section 11.02 *Notices; Effectiveness; Electronic Communication*. (a) *Notices Generally*. Except as provided in subsection (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows:

(i) if to any Borrower, the Administrative Agent, the L/C Issuer or the Swing Line Lender, to the address, facsimile number, or electronic mail address specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, facsimile number, or electronic mail address specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) *Electronic Communications*. Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article 2 if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or any Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment) (*provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient) and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) *The Platform*. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". THE AGENT PARTIES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS IS MADE BY ANY

AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "**Agent Parties**") have any liability to any Borrower, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of any Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; *provided, however,* that in no event shall any Agent Party have any liability to any Borrower, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) *Change of Address*, *Etc*. Each Borrower, the Administrative Agent, the L/C Issuer and the Swing Line Lender may change its address or facsimile for notices and other communications hereunder by notice to the other parties hereto. Each Lender may change its address or facsimile for notices and other communications hereunder by notice to Holdings, the Administrative Agent, the L/C Issuer and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to any Borrower or its securities for purposes of United States federal or state securities laws.

(e) *Reliance by Administrative Agent*, *L/C Issuer and Lenders*. The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices purportedly given by or on behalf of any Borrower even if (i) such notices were not made in a manner specified herein were incomplete or were not preceded or followed by any other form of notice specified herein or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrowers shall indemnify the Administrative Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of any Borrower. All telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

Section 11.03 *No Waiver; Cumulative Remedies; Enforcement.* No failure by any Lender, the L/C Issuer or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders and the L/C Issuer and, in respect of the

Collateral Documents, any other Secured Party; *provided, however,* that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) each of the L/C Issuer and the Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer or Swing Line Lender, as the case may be) hereunder and under the other Loan Documents, (c) any Lender, upon notice to the Administrative Agent, from exercising setoff rights in accordance with Section 11.08 (subject to the terms of Section 2.13) or (d) any Secured Party from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law unless the Administrative Agent has already done so or has stated that it will do so; *provided, further,* that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b), (c), and (d) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

Section 11.04 *Expenses; Indemnity; Damage Waiver.* (a) *Costs and Expenses*. The Borrowers hereby jointly and severally agree to pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of one counsel for the Agents and Arrangers taken as a whole and, solely in the case of a conflict of interest, one additional counsel to all affected persons taken as a whole (and, if reasonably necessary, of one local counsel in any relevant jurisdiction and of one special counsel to all such persons, taken as a whole, and, solely in the case of a conflict of interest, one additional local and special counsel to all affected persons, taken as a whole)), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, any Lender or the L/C Issuer (including the reasonable and documented fees, charges and disbursements of one counsel for the Agents, the Arrangers, the Lenders and the L/C Issuer and, solely in the case of a conflict of interest, one additional counsel to all affected persons taken as a whole (and, if reasonably necessary, of one local counsel in any relevant jurisdiction and of one special counsel to all such persons, taken as a whole, and, solely in the case of a conflict of interest, one additional local and special counsel to all affected persons, taken as a whole)), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section 11.04 or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) *Indemnification by the Borrowers*. Each Loan Party shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the L/C Issuer and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee) and shall indemnify and hold harmless each Indemnitee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby

or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the Original Closing Date Transaction, the consummation of the Restatement Date Transactions, the consummation of the Third Restatement Date Transactions and the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in Section 3.01), (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials in, on, through, under or from any property currently or formerly owned, leased or operated by any Borrower or any of its Subsidiaries, or any Environmental Claim or Environmental Liability related in any way to any of the Loan Parties or any of their respective Subsidiaries or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a Lender, a third party or by any Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto (collectively, the "**Indemnified Liabilities**"); *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses or damages arising from any non-Tax claim.

(c) *Reimbursement by Lenders*. To the extent that the Borrowers for any reason fail to indefeasibly pay any amount required under subsection (a) or (b) of this Section 11.04 to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Issuer or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or L/C Issuer in connection with such capacity; *provided* that in respect of the proviso in subsection (b) above, it is understood and agreed that any action taken by the Administrative Agent (and any sub-agent thereof) and/or any of its Related Parties in accordance with the directions of the Required Lenders or any other appropriate group of Lenders pursuant to Section 11.01 shall not be deemed to constitute gross negligence or willful misconduct for purposes of such proviso. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) *Waiver of Consequential Damages*, *Etc*. To the fullest extent permitted by applicable law, no Borrower shall assert, and each Borrower hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) *Payments*. All amounts due under this Section 11.04 shall be payable not later than ten (10) Business Days after demand therefor.

(f) *Survival*. The agreements in this Section 11.04 shall survive the resignation of the Administrative Agent, the L/C Issuer and the Swing Line Lender, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

(g) The foregoing provisions of this Section 11.04 shall be subject to the provisions of Section 2.17.

Section 11.05 *Payments Set Aside.* To the extent that any payment by or on behalf of any Borrower is made to the Administrative Agent, the L/C Issuer or any Lender, or the Administrative Agent, the L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred and (b) each Lender and the L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate *per annum* equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

Section 11.06 *Successors and Assigns.* (a) *Successors and Assigns Generally*. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and any such assignment without such consent shall be null and void and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section 11.06, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section 11.06 or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section 11.06 (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section 11.06 and, to the extent expressly contemplated hereby, the Indemnitees and the Related Parties of each of the Administrative Agent, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Assignments by Lenders*. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it and in each case together with a proportional interest under the Swedish Pledge Agreement (and any other Collateral Document governed by Swedish law)); *provided* that any such assignment shall be subject to the following conditions:

(i) *Minimum Amounts*.

(A) In the case of an assignment of the entire remaining amount of the assigning Lender's Commitment under any Facility and the Loans at the time owing to it under such Facility, no minimum amount need be assigned; and

(B) in any case not described in Section 11.06(b)(i)(A), and other than with respect to an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if a "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000, in the case of any assignment in respect of the Revolving Credit Facility, or $1,000,000, in the case of any assignment in respect of the Term A Facility or any Incremental Term Loan Facility unless the Administrative Agent and, so long as no Event of Default has occurred and is continuing, Holdings otherwise consents (each such consent not to be unreasonably withheld or delayed); *provided, however,* that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(ii) *Proportionate Amounts*. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this paragraph (ii) shall not (A) apply to the Swing Line Lender's rights and obligations in respect of Swing Line Loans or (B) prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-*pro rata* basis;

(iii) *Required Consents*. No consent shall be required for any assignment except to the extent required by Section 11.06(b)(i)(B) and, in addition:

(A) the consent of Holdings (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment, (2) such assignment is to a Lender (other than a Defaulting Lender), an Affiliate of a Lender (other than a Defaulting Lender) or an Approved Fund (other than an Approved Fund managed by a Defaulting Lender or Affiliate of a Defaulting Lender) or (3) such assignment is by an Arranger in connection with the initial syndication of the Facilities hereunder; *provided* that Holdings shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Term A Commitment or Revolving Credit Commitment if such assignment is to a Person that is not a Lender (other than a Defaulting Lender) with a Commitment in respect of the applicable Facility, an Affiliate of such Lender (other than a Defaulting Lender) or an Approved Fund (other than an Approved Fund managed by a Defaulting Lender or Affiliate

of a Defaulting Lender) with respect to such Lender (other than a Defaulting Lender) or (2) any Term A Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) the consents of the L/C Issuer and the Swing Line Lender (such consents not to be unreasonably withheld or delayed) shall be required for any assignment in respect of the Revolving Credit Facility.

(iv) *Assignment and Assumption*. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; *provided, however,* that (a) the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment and (b) only one such fee shall be payable in the event of contemporaneous assignments to an Assignee Group by a Lender or by an Assignee Group to a Lender. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) *No Assignment to Certain Persons*. No such assignment shall be made (A) to Holdings or any of Holdings' Affiliates or Subsidiaries, except as provided below in paragraph (vii) or (B) to a Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(vi) *No Assignment to Natural Persons*. No such assignment shall be made to a natural person.

(vii) *Certain Additional Payments*. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of Holdings and the Administrative Agent, the applicable *pro rata* share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full *pro rata* share of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section 11.06, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender

thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, 10.03 and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, each Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section 11.06.

(c) *Register*. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans and L/C Obligations owing by each Borrower to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by Holdings and any Lender (with respect to such Lender's entry) at any reasonable time and from time to time upon reasonable prior notice.

(d) *Participations*. Any Lender may at any time, without the consent of, or notice to, any Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, a Defaulting Lender or Holdings or any of Holdings' Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); *provided* that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent, the Lenders and the L/C Issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section 11.06, each Loan Party agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 10.03 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section 11.06. To the extent permitted by law, each Participant shall also be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.13 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers (such agency being solely for tax purposes), maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating

to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) *Limitations upon Participant Rights*. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with Holdings' prior written consent or except to the extent such entitlement to receive a greater payment results from a change in law that occurs after the Participant acquired the applicable participation. A Participant that would be a Foreign Lender if it were a Lender shall be entitled to the benefits of Section 3.01 if Holdings is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers, to comply with Section 3.01(e) as though it were a Lender (provided that all forms required under Section 3.01(e) shall instead be delivered to the applicable Lender).

(f) *Certain Pledges*. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Notes, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) *Resignation as L/C Issuer or Swing Line Lender after Assignment*. Notwithstanding anything to the contrary contained herein, if at any time a Lender serving as L/C Issuer or Swing Line Lender assigns all of its Revolving Credit Commitment and Revolving Credit Loans pursuant to subsection (b) above, such Lender may, (i) upon thirty (30) days' notice to the Borrowers and the other Lenders, resign as the L/C Issuer and/or (ii) upon thirty (30) days' notice to the Borrowers, resign as the Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, Holdings shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; *provided, however,* that no failure by Holdings to appoint any such successor shall affect the resignation of the retiring entity as L/C Issuer or Swing Line Lender, as the case may be. If any entity serving as L/C Issuer resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). If the entity serving as Swing Line Lender resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender and the acceptance of such appointment by such successor, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of such L/C Issuer with respect to such Letters of Credit.

Section 11.07 *Treatment of Certain Information; Confidentiality.* The Administrative Agent, the Lenders and the L/C Issuer agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (except that the parties agree to the extent permitted that they will not disclose information of the kind described by s275(1) of the PPSA except as permitted by any other provision of this clause or required by another law or regulation); *provided* that the Administrative Agent, the Lenders and the L/C Issuer will, to the extent practicable, promptly provide Holdings with an opportunity to seek a protective order or other measure ensuring confidential treatment of the Information, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to be a Lender (it being understood that Persons to whom such disclosure is made will be informed of the confidential nature of such Information and agree to keep such Information confidential) or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Borrower and its obligations, (g) with the consent of Holdings or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 11.07 or (y) becomes available to the Administrative Agent, any Lender, the L/C Issuer or any of their respective Affiliates on a non-confidential basis from a source other than Holdings or any of its Subsidiaries other than as a result of a breach of a confidentiality agreement or fiduciary duty of which the Administrative Agent or the applicable Lender or the L/C Issuer has actual knowledge.

For purposes of this Section 11.07, "**Information**" means all information received from Holdings or any Subsidiary relating to Holdings or any Subsidiary or any of their respective businesses (including information regarding potential acquisitions or dispositions) other than any such information that is available to the Administrative Agent, any Lender or the L/C Issuer on a non-confidential basis prior to disclosure by Holdings or any Subsidiary; *provided* that in the case of information received from Holdings or any Subsidiary after the Original Closing Date such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 11.07 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

The Administrative Agent, the Lenders and the L/C Issuer acknowledges that (a) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States federal and state securities Laws.

Section 11.08 *Right of Setoff.* If an Event of Default shall have occurred and be continuing, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, after obtaining the prior written consent of the Administrative Agent, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional

or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of any Borrower against any and all of the obligations of such Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer, irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of such Borrower may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.16 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section 11.08 are in addition to all other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have under applicable Law or otherwise. Each Lender and the L/C Issuer agrees to notify Holdings and the Administrative Agent promptly after any such setoff and application; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 11.09 *Interest Rate Limitation*. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the unpaid principal of the Loans or, if it exceeds such unpaid principal, refunded to the applicable Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or any Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude optional prepayments and the effects thereof and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 11.10 *Integration*. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof, the Original Closing Date Transaction, the Restatement Date Transactions, the Second Restatement Date Transactions, the Third Restatement Date Transactions, the financing of the Original Closing Date Transaction, the financing of the Restatement Date Transactions, the financing of the Second Restatement Date Transactions and the financing of the Third Restatement Date Transactions, and supersede any and all previous agreements and understandings, oral or written, relating to the foregoing; *provided* that the foregoing shall not apply to (i) the Second Amended and Restated Commitment Letter (Acco), dated as of January 13, 2012, from Barclays Bank PLC; Bank of America; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Bank of Montreal and SunTrust Bank to Holdings, (ii) the Second Amended and Restated Commitment Letter (SpinCo), dated as of January 13, 2012, from Barclays Bank PLC; Bank of America; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Bank of Montreal and SunTrust Bank to Holdings, (iii) the Second Amended and Restated Fee Letter (Acco), dated as of January 13, 2012, from Barclays Bank PLC; Bank of America; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Bank of Montreal and SunTrust Bank to Holdings, (iv) the Second Amended and Restated Fee Letter (SpinCo), dated as of January 13, 2012, from Barclays Bank PLC; Bank of America; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Bank of Montreal and SunTrust Bank to Holdings, (v) that certain Letter Agreement (Term Loan), dated as of the Original Effective Date, among Barclays Bank PLC; Bank

of America; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Bank of Montreal; SunTrust Bank and SunTrust Robinson Humphrey, Inc. to Holdings, (vi) the provisions of the Restatement Engagement Letter that expressly survive pursuant to the terms set forth therein, (vii) the provisions of the Third Restatement Engagement Letter that expressly survive pursuant to the terms set forth therein and (viii) the Third Restatement Fee Letter.

Section 11.11 *Survival of Representations and Warranties.* All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

Section 11.12 *Severability.* If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, then, to the fullest extent permitted by law, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 11.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the L/C Issuer or the Swing Line Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 11.13 *Replacement of Lenders.* If any Lender requests compensation under Section 3.04, or if any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender shall have not consented to any proposed amendment, modification, termination, waiver or consent requiring the consent of all Lenders or all affected Lenders as contemplated by Section 11.01 and the consent of the Required Lenders, Required Revolving Credit Lenders, Required Term A Lenders, or Required Incremental Term Loan A Lenders, as applicable, has been obtained, or if any Lender is a Defaulting Lender, then Holdings may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), *provided* that:

(a) Holdings shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b)(iv);

(b) such Lender shall have received payment of an amount equal to the sum of (i) the outstanding principal of its Loans and L/C Advances and (ii) accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

Each Lender and each L/C Issuer hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender or such L/C Issuer, as the case may be, as assignor, any Assignment and Assumption necessary to effectuate or document any assignment of such Lender's or the L/C Issuer's interests hereunder in the circumstances contemplated by this Section 11.13.

Section 11.14 *Governing Law; Jurisdiction; Etc.* (a) Governing Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE IN ANY WAY HERETO OR THERETO OR THE NEGOTIATION, EXECUTION OR PERFORMANCE THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, UNLESS OTHERWISE EXPRESSLY SET FORTH THEREIN, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

(b) Submission to Jurisdiction. EACH BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) Waiver of Venue. EACH BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN

DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 11.14. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) Service of Process. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 11.15 *Waiver of Jury Trial*. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.15.

Section 11.16 *No Advisory or Fiduciary Responsibility*. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Borrower acknowledges and agrees that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arrangers and the Syndication Agent are arm's-length commercial transactions between the Borrowers and their Affiliates, on the one hand, and the Administrative Agent, the Arrangers and the Syndication Agent, on the other hand, (B) the Borrowers have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate, and (C) the Borrowers are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, the Arrangers and the Syndication Agent each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrowers or any of their Affiliates, or any other Person and (B) neither the Administrative Agent, the Arrangers nor the Syndication Agent has any obligation to any Borrower or any of their Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arrangers and the Syndication Agent and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers and their Affiliates, and none of the Administrative Agent, the Arrangers nor the Syndication Agent has any obligation to disclose any of such interests to any Borrower or its Affiliates. To the fullest extent permitted by law, each Borrower hereby waives and releases any claims that it may have against the Administrative Agent, the Arrangers and the Syndication Agent with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 11.17 *Electronic Execution of Assignments and Certain Other Documents*. The words "delivery", "execute", "execution", "signed", "signature" and words of like import in any Loan Document, any Assignment and Assumption or in any amendment or other modification hereof (including waivers and

consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on or similar to the Uniform Electronic Transactions Act; ***provided*** ***that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it;*** *provided further* ***without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart***.

Section 11.18 *USA PATRIOT Act.* Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Act**"), it is required to obtain, verify and record information that identifies each Borrower and each Guarantor, which information includes the name and address of each Borrower and each Guarantor and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Borrower and each Guarantor in accordance with the Act. Each Borrower shall, and shall cause each Guarantor to, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

Section 11.19 *Judgment Currency.* If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of any Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "**Agreement Currency**"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from any Borrower in the Agreement Currency, each Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss.

Section 11.20 *Holdings as Agent for Borrowers.* Each Borrower hereby irrevocably appoints Holdings as its agent and attorney-in-fact for all purposes under this Agreement and each other Loan Document, which appointment shall remain in full force and effect unless and until the Administrative Agent shall have received prior written notice signed by the respective appointing Borrower that such appointment has been revoked. Each Borrower hereby irrevocably appoints and authorizes Holdings (i) to provide the Administrative Agent with all notices with respect to Loans and Letters of Credit obtained for the benefit of any Borrower and all other notices and instructions under this Agreement or any other Loan Document and (ii) to take such action as Holdings deems appropriate on its behalf to exercise such other powers as are

reasonably incidental thereto to carry out the purposes of this Agreement and the other Loan Documents. It is understood that the handling of the Collateral of the respective Borrowers in a combined fashion, as more fully set forth herein, is done solely as an accommodation to the Borrowers in order to utilize the collective borrowing powers of the Borrowers in the most efficient and economical manner and at their request, and that the Lenders shall not incur liability to any Borrower as a result hereof. Each Borrower expects to derive benefit, directly or indirectly, from the handling of the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the consolidated group. To induce the Agents and the Lenders to do so, and in consideration thereof, each Borrower hereby jointly and severally agrees to indemnify each Agent and each Lender and hold each Agent and each Lender harmless against any and all liability, expense, loss or claim of damage or injury, made against any Agent or any Lender by any Borrower or by any third party whosoever, arising from or incurred by reason of (a) the handling of the Collateral of the Borrowers as provided in this Agreement or (b) the Agents' and the Lenders' relying on any instructions of Holdings, or (c) any other action taken by the Agents or the Lenders hereunder or under the other Loan Documents, except that the Borrowers will have no liability to any Lender or any Agent with respect to any such liability, expense, loss or claim of damage or injury to the extent the same has been finally determined by a court of competent jurisdiction to have resulted from the gross negligence, or willful misconduct or intentional breach in bad faith of their Obligations under the Loan Documents of such Lender or such Agent, as the case may be.

Section 11.21 *Waiver of Sovereign Immunity.* Each of the Loan Parties, in respect of itself, its Subsidiaries, its process agents, and its properties and revenues, hereby irrevocably agrees that, to the extent that such Loan Party, its Subsidiaries or any of its properties has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States or elsewhere, to enforce or collect upon the Loans or any Loan Document or any other liability or obligation of such Loan Party or any of its Subsidiaries related to or arising from the transactions contemplated by any of the Loan Documents, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, such Loan Party, for itself and on behalf of its Subsidiaries, hereby expressly waives, to the fullest extent permissible under applicable law, any such immunity, and agrees not to assert any such right or claim in any such proceeding, whether in the United States or elsewhere. Without limiting the generality of the foregoing, each Loan Party further agrees that the waivers set forth in this Section 11.21 shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purposes thereof.

Section 11.22 *Independence of Covenants.* All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any covenant hereunder, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant hereunder shall not avoid the occurrence of a Default or Event of Default if such action is taken or condition exists.

Section 11.23 *Lenders as Perfection Agents.* Solely for purposes of perfecting the Liens of each Lender with respect to any Deposit Account or Securities Account maintained by a Loan Party under the Control (as defined in Section 9-104 or Section 8-106 of the UCC, as applicable) of a Lender (or an Affiliate thereof), such Lender (or Affiliate thereof) agrees, subject to Section 9 of the UCC, to also hold Control over such Deposit Accounts or Securities Accounts as gratuitous agent for the benefit of the other Lenders. No Lender (or Affiliate thereof) shall owe any fiduciary or other duty to any other Lender.

Section 11.24 *Effect of Amendment and Restatement of the Second Amended and Restated Credit Agreement.* As of the Third Restatement Date, this Agreement shall amend and restate the Second Amended and Restated Credit Agreement, but shall not constitute a novation thereof or in any way impair or otherwise affect the rights or obligations of the parties thereunder (including with respect to Loans and representations and warranties made thereunder) except as such rights or obligations are amended or modified hereby. The Second Amended and Restated Credit Agreement as amended and restated hereby shall be deemed to be a continuing agreement among the parties, and all documents, instruments and agreements delivered pursuant to or in connection with the Second Amended and Restated Credit Agreement not amended and restated in connection with the entry of the parties into this Agreement shall remain in full force and effect, each in accordance with its terms, as of the date of delivery or such other date as contemplated by such document, instrument or agreement to the same extent as if the modifications to the Second Amended and Restated Credit Agreement contained herein were set forth in an amendment to the Second Amended and Restated Credit Agreement in a customary form, unless such document, instrument or agreement has otherwise been terminated or has expired in accordance with or pursuant to the terms of this Agreement, the Second Amended and Restated Credit Agreement or such document, instrument or agreement or as otherwise agreed by the required parties hereto or thereto.

Section 11.25 *Ratification of Loan Documents.* As of the Third Restatement Date, this Agreement shall amend and restate the Second Amended and Restated Credit Agreement, but shall not constitute a novation thereof or in any way impair or otherwise affect the rights of the Agents or any Secured Party, and each party hereto hereby agrees that (a) notwithstanding the effectiveness of the amendment and restatement of the Second Amended and Restated Credit Agreement, the Loan Documents are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects and (b) the Collateral Documents and all of the Collateral described therein do, and shall continue to, secure the payment of all of the Obligations.

Section 11.26 *Swedish law Security Confirmation*. GBC International, Inc. agrees for the benefit of the Administrative Agent and the other Secured Parties that the security and Liens granted or created under the Swedish Pledge Agreement will continue in full force and effect notwithstanding the amendment and restatement of the Second Amended and Restated Credit Agreement pursuant to the Third Amendment and extends to the liabilities and obligations of the Loan Parties to the Secured Parties under the Loan Documents, as amended and restated by the Third Amendment.

Section 11.27 *Acknowledgement and Consent to Bail-In of EEA Financial Institutions*. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other

instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

Section 11.28 Consent regarding Dissolution of ACCO Brands Colombia. Notwithstanding anything to the contrary contained herein, Agent and Lenders hereby consent to the dissolution or liquidation of ACCO Brands Colombia S.A.S and/or the declaration of any intercompany loans payable by ACCO Brands Colombia S.A.S to Holdings or any Subsidiary as unpayable.

**[Remainder of page intentionally left blank]**

**Exhibit 10.35**

**ACCO BRANDS CORPORATION INCENTIVE PLAN**

**2016-2018 PERFORMANCE-BASED CASH AWARD AGREEMENT**

THIS PERFORMANCE-BASED CASH AWARD AGREEMENT, including the Participant Covenants set forth in Attachment A hereto ("**Participant Covenants**"), (collectively, the "**Agreement**") is made and entered into and effective this March 2, 2016 (the "**Grant Date**") by and between ACCO Brands Corporation, a Delaware corporation (collectively with all Subsidiaries, the "**Company**") and [**FIRST/ LAST NAME]** ("**Participant**").

WHEREAS, the Company desires to grant to the Participant an Award of performance-based cash under the ACCO Brands Corporation Incentive Plan (the "**Plan**") as set forth in this Agreement.

NOW THEREFORE, the Company and the Participant agree as follows:

1. Plan Governs; Capitalized Terms. This Agreement is made pursuant to the Plan, and the terms of the Plan are incorporated into this Agreement, except as otherwise specifically stated herein. Capitalized terms used in this Agreement that are not defined in this Agreement shall have the meanings as used or defined in the Plan. References in this Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision. To the extent any terms and conditions herein conflict with the terms and conditions of the Plan, the terms and conditions of the Plan shall control.

2. Performance Cash Award. The Company hereby grants to the Participant on the Grant Date a performance-based cash Award in the amount of [ ] at Target, or such lesser or greater amount, as may be earned upon the attainment of applicable performance objectives set forth in Schedule I hereto (the "**Performance Cash Award**"). The Performance Cash Award shall be earned and vested in accordance with Section 3 and settled in accordance with Section 4. The Participant shall have no direct or secured claim in any specific assets of the Company, and shall have the status of a general unsecured creditor of the Company. THIS AWARD IS CONDITIONED ON THE PARTICIPANT SIGNING THIS AGREEMENT VIA E-SIGNATURE (AS DESCRIBED AT THE END OF THIS AGREEMENT) NO LATER THAN APRIL 29, 2016, WHICH THE PARTICIPANT ACCEPTS UPON HIS OR HER ELECTRONIC EXECUTION OF THIS AGREEMENT AS DESCRIBED BELOW, AND IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE PARTICIPANT COVENANTS SET FORTH ON ATTACHMENT A HERETO THAT APPLY DURING THE PARTICIPANT'S EMPLOYMENT AND FOLLOWING A TERMINATION OF THE PARTICIPANT'S EMPLOYMENT FOR ANY REASON.

3. Vesting.

(a) Generally. The period during which the Performance Cash Award may become earned and vested shall commence on January 1, 2016 and end on December 31, 2018 (the "**Performance Period**"). Except as otherwise provided in this Section 3, the Performance Cash Award shall be wholly or partially earned and vested to the extent of the attainment of the performance objectives set forth in Schedule I for the Performance Period and provided that the Participant has been continuously employed by the Company from the Grant Date through the last day of the Performance Period, and the Participant shall forfeit any portion of the Performance Cash Award not becoming so earned and vested.

(b) Death; Disability. Upon the death of the Participant while employed by the Company or the Participant's Separation from Service due to the Participant's Disability before the last day of the Performance Period, the Performance Cash Award shall become earned and vested (rounded up to the next integer) in an amount equal to the product of (i) the fraction the numerator of which is the number of days that the Participant was continuously employed from the first day of the Performance Period through the date of such death or Separation from Service and the denominator of which is the number of days from first day of the Performance Period through the last day of the Performance Period multiplied by (ii) the amount of the Performance Cash Award that could have become earned and vested based on the deemed attainment of performance set forth in Schedule I at Target for the Performance Period, and the Participant shall forfeit any portion of the Performance Cash Award not becoming so earned and vested.

(c) Retirement. Upon the Participant's Separation from Service due to Retirement occurring after the first anniversary of the Grant Date and before the last day of the Performance Period, the Performance Cash Award shall become earned and vested on the last day of the Performance Period (rounded up to the next integer) in an amount equal to the product of (i) the fraction the numerator of which is the number of days that the Participant was continuously employed from the first day of the Performance Period through the date of such Separation from Service and the denominator of which is the number of days from first day of the Performance Period through the last day of the Performance Period multiplied by (ii) the amount of the Performance Cash Award that would have been earned during the Performance Period in accordance with the actual attainment of the performance objectives set forth in Schedule I had the Participant remained continuously employed through the last day of the Performance Period, and the Participant shall forfeit any portion of the Performance Cash Award not becoming so earned and vested.

(d) Involuntary Termination Without Cause. Upon the Participant's involuntary termination of employment without Cause after June 30, 2018 and before the last day of the Performance Period ("**Involuntary Termination**"), the Performance Cash Award shall become earned and vested on the last day of the Performance Period (rounded up to the next integer) in an amount equal to the product of (i) the fraction the numerator of which is the number of days that the Participant was continuously employed from the first day of the Performance Period through the date of such Involuntary Termination and the denominator of which is the number of days from first day of the Performance Period through the last day of the Performance Period multiplied by (ii) the amount of the Performance Cash Award that would have been earned during the Performance Period in accordance with the actual attainment of the performance objectives set forth in Schedule I had the Participant remained continuously employed to the last day of the Performance Period, and the Participant shall forfeit any portion of the Performance Cash Award not becoming so earned and vested. For purposes of this Agreement, except as otherwise defined under the Plan, "**Cause**" shall mean (x) a material breach by the Participant of those duties and responsibilities that do not differ in any material respect from the Participant's duties and responsibilities during the 90-day period immediately prior to such Separation from Service, which breach is demonstrably willful and deliberate on the Participant's part, is committed in bad faith or without reasonable belief that such breach is in the best interests of the Company and is not remedied in a reasonable period of time after receipt of written notice from the Committee specifying such breach, (y) the conviction of the Participant of a felony, or (z) dishonesty or willful misconduct in connection with the Participant's employment or services, including a breach of the Company's Code of Business Conduct & Ethics, resulting in material economic harm to the Company.

(e) Change in Control.

(i) Section 12 of the Plan Governs. The provisions of Section 12 of the Plan shall apply in the event of a Change in Control.

(ii) Good Reason. For purposes of this Agreement and Section 12 of the Plan, except as otherwise defined under the Plan, "**Good Reason**" shall mean (A) a material reduction in the Participant's annual base salary or annual bonus potential from those in effect immediately prior to the Change in Control or (B) the Participant's mandatory relocation to an office more than 50 miles from the primary location at which the Participant is required to perform the Participant's duties immediately prior to the Change in Control, and which reduction or relocation is not remedied within 30 days after receipt of written notice from the Participant specifying that "Good Reason" exists for purposes of this Award. Notwithstanding the foregoing, the Participant's voluntary Separation from Service for Good Reason shall not be effective unless (1) the Participant delivers a written notice setting forth the details of the occurrence giving rise to the claim of Separation from Service for Good Reason within a period not to exceed 90 days after its initial existence and (2) the Company fails to cure the same within a 30-day period.

(iii) 24 Months After Change in Control. Any Separation from Service of the Participant occurring more than 24 months after a Change in Control shall be governed by the provisions of Section 3 of this Agreement other than Section 3(e)(i).

(f) Divestiture. If the Participant's employment with the Company ceases upon the occurrence of a transaction, other than a Change in Control, after the first anniversary of the Grant Date and before the last day of the Performance Period, by which the Subsidiary that is the Participant's principal employer ceases to be a Subsidiary of ACCO Brands Corporation ("**Divestiture**"), the Performance Cash Award shall become earned and vested (rounded up to the next integer) in an amount equal to (i) the fraction the numerator of which is the number of days the Participant was continuously employed from the first day of the Performance Period through the date of the Divestiture and the denominator of which is the number of days from first day of the Performance Period through the last day of the Performance Period multiplied by (ii) the amount of the Performance Cash Award that could have become earned and vested based on the deemed attainment of performance set forth in Schedule I at Target for the Performance Period, and the Participant shall forfeit any portion of the Performance Cash Award not becoming earned and vested under this Section 3(f) upon the Divestiture.

(g) Cancellation. Except as otherwise provided under this Section 3, any portion of the Performance Cash Award that is forfeited shall be automatically cancelled and shall terminate.

4. Settlement.

(a) Payment. The Company (or its successor) shall pay to the Participant a cash lump sum equal to the amount of the Performance Cash Award becoming earned and vested pursuant to Section 3:

(i) General. As soon as may be practicable after the last day of the Performance Period, but not later than two and one-half (2-1/2) months after such end date, in any case otherwise not covered under this Section 4(a);

(ii) Death; Disability; Divestiture. Within 60 days following the Participant's death, Separation from Service due to Disability, or termination of employment due

to a Divestiture; provided, in the event that the Participant's termination of employment due to a Divestiture is not a Separation from Service, the payment shall be postponed until the earliest to occur of the Participant's Separation from Service or the date for settlement under Section 4(a)(i);

(iii) Post-Change in Control Separation. Within 60 days following the Participant's Separation from Service by the Company without Cause or by the Participant for Good Reason as may apply under Section 12(b) of the Plan; or

(iv) Section 12(b)(iii) Change in Control. On the date of the Change in Control as may apply under Section 12(b)(iii) of the Plan.

(b) Withholding Taxes. Unless otherwise determined by the Committee at any time prior to settlement, at the time of payment of the Performance Cash Award to the Participant, or any earlier such time in which income or employment taxes may become due and payable, the Company may satisfy the minimum statutory Federal, state and local withholding tax obligation (including the FICA and Medicare tax obligation) required by law with respect to the payment (or other taxable event) by withholding from the Performance Cash Award the amount of such required withholding.

5. No Transfer or Assignment of the Performance Cash Award. Except as otherwise provided in this Agreement, the Performance Cash Award and the rights and privileges conferred thereby shall not be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment, levy or similar process until the Performance Cash Award is paid to the Participant or his designated representative.

6. [Intentionally deleted].

7. Participant Covenants; Forfeiture. In consideration of this Award, the Participant agrees to the covenants, the Company remedies for a breach thereof, and other provisions set forth in the Participant Covenants, attached hereto, incorporated into, and being a part of this Agreement. The provisions of Section 3 to the contrary notwithstanding, in addition to any other remedy set forth in SECTION 7 of the Participant Covenants, the Participant's Performance Cash Award, whether or not then earned and vested, shall be immediately forfeited and cancelled in the event of the Participant's breach of any covenant set forth in SECTIONS 3, 4.1 or 4.2 of the Participant Covenants.

8. Miscellaneous Provisions.

(a) [Intentionally deleted].

(b) [Intentionally deleted].

(c) No Retention Rights. Nothing in this Agreement shall confer upon the Participant any right to continue in the employment or service of the Company for any period of time or interfere with or otherwise restrict in any way the rights of the Company or of the Participant, which rights are hereby expressly reserved by each, to terminate his employment or service at any time and for any reason, with or without Cause.

(d) Notices. Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery, upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or upon deposit with a reputable

overnight courier. Notice shall be addressed to the Company, Attention: General Counsel, at its principal executive office and to the Participant at the address that he most recently provided to the Company.

(e) Entire Agreement; Amendment; Waiver. This Agreement (including the Participant Covenants) constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. This Agreement supersedes any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter hereof; provided, if the Participant is bound by any restrictive covenant contained in a previously-executed agreement with the Company, such restrictions shall be read together with the Participant Covenants to provide the Company with the greatest amount of protection, and to impose on the Participant the greatest amount of restriction, allowed by law. No alteration or modification of this Agreement shall be valid except by a subsequent written instrument executed by the parties hereto. No provision of this Agreement may be waived except by a writing executed and delivered by the party sought to be charged. Any such written waiver shall be effective only with respect to the event or circumstance described therein and not with respect to any other event or circumstance, unless such waiver expressly provides to the contrary.

(f) Choice of Law; Venue; Jury Trial Waiver. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State, without giving effect to the choice of law provisions thereof. The Company and the Participant stipulate and consent to personal jurisdiction and proper venue in the state or federal courts of Cook County, Illinois and waive each such party's right to objection to an Illinois court's jurisdiction and venue. The Participant and the Company hereby waive their right to jury trial on any legal dispute arising from or relating to this Agreement, and consent to the submission of all issues of fact and law arising from this Agreement to the judge of a court of competent jurisdiction as otherwise provided for above.

(g) Successors.

(i) Limitation on Assignment. This Agreement is personal to the Participant and, except as otherwise provided in Section 5 above, shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution, without the written consent of the Company. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives.

(ii) Company and Successors. This Agreement shall inure to the benefit of and be binding upon the Company and its successors.

(h) Severability. If any provision of this Agreement for any reason shall be found by any court of competent jurisdiction to be invalid, illegal or unenforceable, in whole or in part, such declaration shall not affect the validity, legality or enforceability of any remaining provision or portion thereof, which remaining provision or portion thereof shall remain in full force and effect as if this Agreement had been adopted with the invalid, illegal or unenforceable provision or portion thereof eliminated.

(i) Section 409A. Anything in this Agreement to the contrary notwithstanding:

(i) General. This Agreement shall be interpreted so as to comply with or satisfy an exemption from Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively, "**Section 409A**"). The Committee may in good faith make

the minimum modifications to this Agreement as it may deem appropriate to comply with Section 409A while to the maximum extent reasonably possible maintaining the original intent and economic benefit to the Participant and the Company of the applicable provision.

(ii) Specified Employees. To the extent required by Section 409A(a)(2)(B)(i), payment of the Performance Cash Award to the Participant, who is a "specified employee" that is due upon the Participant's Separation from Service shall be delayed and paid in a lump sum within seven (7) days (and the Company shall have sole discretion to determine the taxable year in which it is paid) after the earlier of the date that is six (6) months after the date of such Separation from Service or the date of the Participant's death after such Separation from Service. For such purposes, whether the Participant is a "specified employee" shall be determined in accordance with the default provisions of Treasury Regulation Section 1.409A-1(i), with the "identification date" to be December 31 and the "effective date" to be the April 1 following the identification date (as such terms are used under such regulation).

(j) Headings; Interpretation. The headings, captions and arrangements utilized in this Agreement shall not be construed to limit or modify the terms or meaning of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

**By opening each of the two parts of this Agreement and clicking the "Accept" button on the "Grant Acceptance: View/Accept Grant" screen (the Participant's e-signature, the legal equivalent of his/her handwritten/wet signature), the Participant:**

(1) **Acknowledges that he or she is the authorized recipient of this Agreement and that he or she has properly accessed the E*Trade online system by use of the username and password created by the Participant;**

(2) **Acknowledges that he or she has read and understands the ACCO Brands Corporation Incentive Plan 2016-2018 Performance-Based Cash Award Agreement in its entirety, including Schedule I and the Participant Covenants; and**

(3) **Accepts and agrees to the terms and conditions of the ACCO Brands Corporation Incentive Plan 2016-2018 Performance-Based Cash Award Agreement in its entirety, including Schedule I and the Participant Covenants.**

[Signature page follows]

**ACCO Brands Corporation** **GRANTEE**

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**Name:** [***Please see above***]
**Title:**

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SCHEDULE I

ACCO Brands Performance Objectives for the Fiscal 20__-20__ Performance Period

| Measurement Cycle | Performance Metrics | | 50% Threshold | 100% Target | 150% Maximum |
|---|---|---|---|---|---|
| | Weight | Measure | | | |
| | | | | | |
| | | | | | |

## ATTACHMENT A

SECTION 1 Position of Special Trust and Confidence.

1.1 The Company is placing Grantee in a special position of trust and confidence. As a result of this Agreement and Grantee's position with the Company, Grantee will receive Confidential Information (defined below) related to his position, authorization to communicate and develop goodwill with Company customers, and/or specialized training related to the Company's business. Grantee agrees to use these advantages of employment to further the business of the Company and not to knowingly cause harm to the business of the Company. The Company's agreement to provide Grantee with these benefits, and the Award hereunder, gives rise to an interest in reasonable restrictions on Grantee's competitive and post-employment conduct.

1.2 Grantee shall dedicate his full working time and efforts to the business of the Company and shall not undertake or prepare to undertake any conflicting business activities while employed with the Company. These duties supplement and do not replace or diminish the common law duties Grantee would ordinarily have to the Company as the employer.

SECTION 2 Consideration. In exchange for Grantee's promises and obligations herein, the Company is granting Grantee the Award hereunder. The Company also agrees to provide Grantee with portions of its Confidential Information, authorization to communicate and develop goodwill with the Company customers, and/or specialized training related to the Company's business. Grantee understands and agrees that the foregoing promises and benefits have material value and benefit to the Company, above and beyond any continuation of Company employment, and that Grantee would not be entitled to such consideration unless he signs and agrees to be bound by this Attachment A. The Company agrees to provide Grantee the consideration described in this SECTION 2 only in exchange for his compliance with all the terms of this Attachment A.

SECTION 3 Confidentiality and Business Interests.

3.1 Grantee agrees to keep secret and confidential and neither use nor disclose, by any means, either during or after a termination of his employment for any reason, any Confidential Information except as provided below or required in his employment with, or authorized in writing by, the Company. Grantee agrees to keep confidential and not disclose or use, either during or after a termination of his employment for any reason, any confidential information or trade secrets of others which Grantee receives during the course of his employment with the Company for so long as and to the same extent as the Company is obligated to retain such information or trade secrets in confidence.

3.2 The obligations under this SECTION 3 shall not apply to Confidential Information to the extent that it: (a) is or becomes publicly known by means other than Grantee's failure to perform his obligations under this Attachment A; (b) was known to Grantee prior to disclosure to Grantee by or on behalf of the Company and Grantee; or (c) is received by Grantee in good faith from a third party (not an Affiliate) which has no obligation of confidentiality to the Company with respect thereto. Notwithstanding anything contained herein to the contrary, Confidential Information shall not lose its protected status under this Attachment A if it becomes generally known to the public or to other persons through improper means. The Company's confidential exchange of Confidential Information with a third party for business purposes shall not remove it from protection under this Attachment A.

3.3 If disclosure of Confidential Information is compelled by law, Grantee shall give the Company as much written notice as possible under the circumstances, shall refrain from use or disclosure

for as long as the law allows, and shall cooperate with the Company to protect such information, including taking every reasonable step necessary to protect against unnecessary disclosure.

3.4 Grantee agrees not to disclose to the Company nor to utilize in Grantee's work for the Company any confidential information or trade secrets of others known to Grantee and obtained prior to Grantee's employment by the Company (including prior employers).

3.5 Grantee shall deliver to the Company promptly upon the end of Grantee's employment all written and other materials which constitute or contain Confidential Information or which are the property of the Company (regardless of media), and shall not remove, erase, destroy, impede the Company's access to, or take any such written and other materials. Grantee shall preserve records on the Company customers, prospects, vendors, suppliers, and other business relationships, and shall not knowingly use these records to harm the Company's business interests. Upon termination of Grantee's employment, Grantee shall return all such records, and any copies (tangible and intangible) to the Company. The Company is only authorizing Grantee to access and use the Company's computers, email, or related computer systems to pursue matters that are consistent with the Company's business interests. Access or use of such systems to pursue personal business interests apart from the Company, to compete or to prepare to compete, or to otherwise knowingly undermine the Company's interests (such as, by way of example, removing, erasing, impeding the Company's access to, or destroying its records or programs) is strictly prohibited and outside the scope of Grantee's authorized use of the Company's systems.

SECTION 4 Non-Interference Covenants. Grantee agrees that the following covenants are (a) ancillary to the other enforceable agreements contained in this Attachment A, and (b) reasonable and necessary to protect the Company's legitimate business interests.

4.1 Restriction on Interfering with Employee Relationships. Grantee agrees that for a period of 24 months following the end of his employment with the Company for any reason, Grantee shall not interfere with the Company's business relationship with any Company employee, by soliciting or communicating with such an employee to induce or encourage him to leave the Company's employ (regardless of who initiates the communication), by helping another person or entity evaluate a Company employee as an employment candidate, or by otherwise helping any person or entity hire an employee away from the Company.

4.2 Restriction on Interfering with Customer Relationships. Grantee agrees that for a period of 12 months following the end of his employment with the Company for any reason, Grantee shall not interfere with the Company's business relationships with a Covered Customer, by: (a) participating in, supervising, or managing (as an employee, consultant, contractor, officer, owner, director, or otherwise) any Competing Activities for, on behalf of, or with respect to a Covered Customer; or (b) soliciting or communicating (regardless of who initiates the communication) with a Covered Customer to induce or encourage the Covered Customer to: (i) stop or reduce doing business with the Company, or (ii) to buy a Conflicting Product or Service.

4.3 Notice and Survival of Restrictions.

(a) Before accepting new employment, Grantee shall advise every future employer of the restrictions in this Attachment A. Grantee agrees that the Company may advise a future employer or prospective employer of this Attachment A and its position on the potential application of this Attachment A.

(b) This Attachment A's post-employment obligations shall survive the termination of Grantee's employment with the Company for any reason. If Grantee violates one of the post-employment restrictions in this Attachment A on which there is a specific time limitation, the time period for that restriction shall be extended by one day for each day Grantee violates it, up to a maximum extension equal to the length of time prescribed for the restriction, so as to give the Company the full benefit of the bargained-for length of forbearance.

(c) It is the intention of the Parties that, if any court construes any provision or clause of this Attachment A, or any portion thereof, to be illegal, void or unenforceable, because of the duration of such provision, the scope or the subject matter covered thereby, such court shall reduce the duration, scope, or subject matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

(d) If Grantee becomes employed with an Affiliate without entering into a new nondisclosure, nonsolicitation, noncompetition agreement that is substantially the same as this Attachment A, the Affiliate shall be regarded as the Company for all purposes under this Attachment A, and shall be entitled to the same protections and enforcement rights as the Company.

4.4 California Modification (California Residents Only). To the extent that Grantee is a resident of California and subject to its laws: (a) the restriction in SECTION 4.2(a) shall not apply; (b) the restriction in SECTION 4.2(b) shall be limited so that it only applies where Grantee is aided by the use or disclosure of Confidential Information; (c) the restriction in SECTION 4.1 is deemed rewritten to provide as follows: For a period of two (2) years immediately following the termination of Grantee's employment with the Company for any reason, Grantee shall not, either directly or indirectly, solicit any of the Company's employees, with whom Grantee worked at any time during his employment with the Company, to leave their employment with the Company or to alter their relationship with the Company to the Company's detriment; and (d) the jury trial waiver in Section 7(e) of the Agreement shall not apply.

SECTION 5 Definitions. For purposes of the Agreement, the following terms shall have the meanings assigned to them below:

5.1 **"Affiliate"** means the Company's successors in interest, affiliates (as defined in Rule 12b-2 under Section 12 of the Securities and Exchange Act), subsidiaries, parents, purchasers, and assignees (collectively **"Affiliates"**).

5.2 **"Competing Activities"** are any activities or services undertaken on behalf of a Competitor that are the same or similar in function or purpose to those Grantee performed for the Company in the two (2) year period preceding the end of Grantee's employment with the Company, or that are otherwise likely to result in the use or disclosure of Confidential Information. Competing Activities are understood to exclude: activities on behalf of an independently operated subsidiary, division, or unit of a diversified corporation or similar business that has common ownership with a competitor so long as the independently operated business unit does not involve a Conflicting Product or Service; and, a passive and non-controlling ownership interest in a competitor through ownership of less than 2% of the stock in a publicly traded company.

5.3 **"Confidential Information"** includes but is not limited to any technical or business information, know-how or trade secrets, patentable or not, in any form, including but not limited to data; diagrams; business, marketing or sales plans; notes; drawings; models; prototypes; specifications; manuals; memoranda; reports; customer or vendor information; pricing or cost information; and computer

programs, which are furnished to Grantee by the Company or which Grantee procures or prepares, alone or with others, in the course of his employment with the Company.

5.4 **"Conflicting Product or Service"** is a product or service that is the same or similar in function or purpose to a Company product or service, such that it would replace or compete with: (a) a product or service the Company provides to its customers; or (b) a product or service that is under development or planning by the Company but not yet provided to customers and regarding which Grantee was provided Confidential Information in the course of employment. Conflicting Products or Services do not include a product or service of the Company if the Company is no longer in the business of providing such product or service to its customers at the relevant time of enforcement.

5.5 "**Covered Customer**" is a Company customer (natural person or entity) that Grantee had business-related contact or dealings with, or received Confidential Information about, in the two (2) year period preceding the end of Grantee's employment with the Company. References to the end of Grantee's employment in this Attachment A refer to the end, whether by resignation or termination, and without regard for the reason employment ended.

5.6 "**Competitor**" is any person or entity engaged in the business of providing a Conflicting Product or Service.

5.7 Section references in this Attachment A are to sections of this Attachment A.

SECTION 6 Notices. While employed by the Company, and for two (2) years thereafter, Grantee shall: (a) give the Company written notice at least thirty (30) days prior to going to work for a Competitor; (b) provide the Company with sufficient information about his new position to enable the Company to determine if Grantee's services in the new position would likely lead to a violation of this Attachment A; and (c) within thirty (30) days of any request made by the Company to do so, participate in a mediation or in-person conference to discuss and/or resolve any issues raised by Grantee's new position. Grantee shall be responsible for all consequential damages caused by failure to give the Company notice as provided in this SECTION 6.

SECTION 7 Remedies. If Grantee breaches or threatens to breach this Attachment A, the Company may recover: (a) an order of specific performance or declaratory relief; (b) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction; (c) damages; (d) attorney's fees and costs incurred in obtaining relief; and (e) any other legal or equitable relief or remedy allowed by law. One Thousand Dollars ($1,000.00) is the agreed amount for the bond to be posted if an injunction is sought by the Company to enforce the restrictions in this Attachment A on Grantee.

SECTION 8 Return of Consideration. Grantee specifically recognizes and agrees that the covenants set forth in this Attachment A are material and important terms of this Agreement, and Grantee further agrees that should all or any part or application of SECTION 4.2 be held or found invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between Grantee and the Company (despite, and after application of, any applicable rights to reformation that could add or renew enforceability), the Company shall be entitled to receive from Grantee the cash equivalent of the Fair Market Value of all Shares paid to Grantee pursuant to the terms of this Agreement, which Fair Market Value shall be determined as of the date of payment to Grantee pursuant to Section 4(a) of this Agreement. The return of consideration provided for in this SECTION 8 is in addition to the remedies for breach provided for in SECTION 7.

**Exhibit 21.1**

**SUBSIDIARIES**

ACCO Brands Corporation, a Delaware corporation, had the domestic and international subsidiaries shown below as of December 31, 2016. Certain domestic and international subsidiaries are not named because they were not significant in the aggregate. ACCO Brands Corporation has no parent.

| Name of Subsidiary | Jurisdiction of Organization |
|---|---|
| U.S. Subsidiaries: | |
| ACCO Brands International, Inc. | Delaware |
| ACCO Brands USA LLC | Delaware |
| ACCO Europe Finance Holdings, LLC | Delaware |
| ACCO Europe International Holdings, LLC | Delaware |
| ACCO International Holdings, Inc. | Delaware |
| General Binding LLC | Delaware |
| GBC International, Inc. | Nevada |
| International Subsidiaries: | |
| ACCO Australia Pty. Limited | Australia |
| ACCO Brands Australia Holding Pty. Ltd. | Australia |
| ACCO Brands Australia Pty. Ltd. | Australia |
| Pelikan Artline Pty. Ltd. | Australia |
| Tilibra Produtos de Papelaria Ltda. | Brazil |
| ACCO Brands C&OP Inc. | Canada |
| ACCO Brands Canada Inc. | Canada |
| ACCO Brands Canada LP | Canada |
| ACCO Brands CDA Ltd. | Canada |
| ACCO Brands Europe Holding LP | England |
| ACCO Brands Europe Limited | England |
| ACCO Europe Finance LP | England |
| ACCO Europe Limited | England |
| ACCO-Rexel Group Services Limited | England |
| ACCO UK Limited | England |
| ACCO Deutschland Beteiligungsgesellschaft | Germany |
| ACCO-Rexel Limited | Ireland |
| ACCO Brands Italia S.r.L. | Italy |
| ACCO Brands Japan KK | Japan |
| ACCO Mexicana S.A. de C.V. | Mexico |
| ACCO Brands Benelux BV | Netherlands |
| ACCO Nederland Holding BV | Netherlands |
| ACCO New Zealand Limited | New Zealand |
| GBC Europe AB | Sweden |

**EXHIBIT 23.1**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

The Board of Directors
ACCO Brands Corporation:

We consent to the incorporation by reference in the registration statements (No. 333-127626, 333-127631, 333-127750, 333-136662, 333-153157, 333-157726, 333-176247, 333-181430, and 333-204092) on Form S-8 of ACCO Brands Corporation of our report dated February 27, 2017, with respect to the consolidated balance sheets of ACCO Brands Corporation as of December 31, 2016 and 2015, and the related consolidated statements of income, stockholders' equity, cash flows, and comprehensive income (loss) for each of the years in the three-year period ended December 31, 2016, and all financial statement schedules, and the effectiveness of internal control over financial reporting as of December 31, 2016, which report appears in the December 31, 2016 annual report on Form 10-K of ACCO Brands Corporation.

Our report dated February 27, 2017 contains an explanatory paragraph that states ACCO Brands Corporation has excluded from its assessment of the effectiveness of internal control over financial reporting as of December 31, 2016, Australia Stationary Industries, Inc.'s (PA Acquisition) internal control over financial reporting associated with total assets of $70.4 million and total net sales of $78.5 million included in the consolidated financial statements of ACCO Brands Corporation and subsidiaries as of and for the year ended December 31, 2016. Our audit of internal control over financial reporting of ACCO Brands Corporation also excluded an evaluation of the internal control over financial reporting of PA Acquisition.

/s/ KPMG LLP

Chicago, Illinois
February 27, 2017

**Exhibit 24.1**

**LIMITED POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Boris Elisman, Neal V. Fenwick, and Kathleen D. Schnaedter and each of them, as his or her true and lawful attorneys-in-fact and agents, with power to act with or without the others and with full power of substitution and re-substitution, to do any and all acts and things and to execute any and all instruments which said attorneys and agents and each of them may deem necessary or desirable to enable the registrant to comply with the U.S. Securities and Exchange Act of 1934, as amended, and any rules, regulations and requirements of the U.S. Securities and Exchange Commission thereunder in connection with the registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016 (the "Annual Report"), including specifically, but without limiting the generality of the foregoing, power and authority to sign the name of the registrant and the name of the undersigned, individually and in his or her capacity as a director or officer of the registrant, to the Annual Report as filed with the United States Securities and Exchange Commission, to any and all amendments thereto, and to any and all instruments or documents filed as part thereof or in connection therewith; and each of the undersigned hereby ratifies and confirms all that said attorneys and agents and each of them shall so or cause to be done by virtue hereof.

| Signature | Title | Date |
|---|---|---|
| /s/ Boris Elisman<br>Boris Elisman | Chairman, President and Chief Executive Officer (principal executive officer) | February 23, 2016 |
| /s/ Neal V. Fenwick<br>Neal V. Fenwick | Executive Vice President and Chief Financial Officer (principal financial officer) | February 23, 2016 |
| /s/Kathleen D. Schnaedter<br>Kathleen D. Schnaedter | Senior Vice President, Corporate Controller and Chief Accounting Officer (principal accounting officer) | February 24, 2016 |
| /s/ Robert J. Keller<br>Robert J. Keller | Director | February 26, 2016 |
| /s/ George V. Bayly<br>George V. Bayly | Director | February 27, 2016 |
| /s/ James A. Buzzard<br>James A. Buzzard | Director | February 24, 2016 |
| /s/ Kathleen S. Dvorak<br>Kathleen S. Dvorak | Director | February 24, 2016 |
| /s/ Robert H. Jenkins<br>Robert H. Jenkins | Director | February 24, 2016 |
| /s/ Pradeep Jotwani<br>Pradeep Jotwani | Director | February 26, 2016 |
| /s/ Thomas Kroeger<br>Thomas Kroeger | Director | February 24, 2016 |
| /s/ Graciela Monteagudo<br>Graciela Monteagudo | Director | February 24, 2016 |
| /s/ Hans Michael Norkus<br>Hans Michael Norkus | Director | February 24, 2016 |
| /s/ E. Mark Rajkowski<br>E. Mark Rajkowski | Director | February 24, 2016 |

**Exhibit 31.1**

## CERTIFICATIONS

I, Boris Elisman, certify that:

1. I have reviewed this Annual Report on Form 10-K of ACCO Brands Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer 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 we 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.

By: /s/ Boris Elisman

Boris Elisman

Chairman, President and
Chief Executive Officer

Date**:** February 27, 2017

**Exhibit 31.2**

**CERTIFICATIONS**

I, Neal V. Fenwick, certify that:

1. I have reviewed this Annual Report on Form 10-K of ACCO Brands Corporation;

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

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

4. The registrant's other certifying officer 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 we 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.

By: /s/ Neal V. Fenwick

Neal V. Fenwick

Executive Vice President and Chief Financial Officer

Date**:** February 27, 2017

**Exhibit 32.1**

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,**

**As adopted pursuant to**

**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of ACCO Brands Corporation on Form 10-K for the period ended December 31, 2016 as filed with the Securities and Exchange Commission on the date hereof, (the “Report”), I, Boris Elisman, Chief Executive Officer of ACCO Brands Corporation, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(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 ACCO Brands Corporation.

By: /s/ Boris Elisman
Boris Elisman
Chairman, President and
Chief Executive Officer

Date: February 27, 2017

**Exhibit 32.2**

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,**

**As adopted pursuant to**

**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of ACCO Brands Corporation on Form 10-K for the period ended December 31, 2016 as filed with the Securities and Exchange Commission on the date hereof, (the "Report"), I, Neal V. Fenwick, Chief Financial Officer of ACCO Brands Corporation, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(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 ACCO Brands Corporation.

By: /s/ Neal V. Fenwick

Neal V. Fenwick
Executive Vice President and
Chief Financial Officer

Date: February 27, 2017