

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

FORM 10-Q

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

For the quarterly period ended June 24, 2016

OR

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

For the transition period from _____ to _____

Commission file number 001-37793

Atkore International Group Inc.

(Exact name of registrant as specified in its charter)

Delaware

**(State or other jurisdiction of
incorporation or organization)**

90-0631463

**(IRS Employer
Identification No.)**

16100 South Lathrop Avenue, Harvey, Illinois 60426
(Address of principal executive offices) (Zip Code)

708-339-1610
(Registrant's telephone number, including area code)

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 Web site, 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 whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☐

Non-accelerated filer ☒ (Do not check if a smaller reporting company) 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 August 2, 2016, there were 62,458,367 shares of the registrant's common stock, \$0.01 par value per share, outstanding.

Table of Contents

	<u>Page No.</u>
<u>PART I. FINANCIAL INFORMATION</u>	
<u>Item 1. Financial Statements (Unaudited)</u>	<u>2</u>
<u>Condensed Consolidated Statements Of Operations</u>	<u>2</u>
<u>Condensed Consolidated Statements of Comprehensive Income</u>	<u>3</u>
<u>Condensed Consolidated Balance Sheets</u>	<u>4</u>
<u>Condensed Consolidated Statements of Cash Flows</u>	<u>5</u>
<u>Notes to Condensed Consolidated Financial Statements</u>	<u>6</u>
<u>Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>20</u>
<u>Item 3. Quantitative and Qualitative Disclosures about Market Risk</u>	<u>31</u>
<u>Item 4. Controls and Procedures</u>	<u>31</u>
<u>PART II. OTHER INFORMATION</u>	
<u>Item 1. Legal Proceedings</u>	<u>32</u>
<u>Item 1A. Risk Factors</u>	<u>32</u>
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>32</u>
<u>Item 3. Defaults Upon Senior Securities</u>	<u>32</u>
<u>Item 4. Mine Safety Disclosures</u>	<u>32</u>
<u>Item 5. Other Information</u>	<u>32</u>
<u>Item 6. Exhibits</u>	<u>33</u>
<u>Signatures</u>	<u>34</u>

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

**ATKORE INTERNATIONAL GROUP INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)**

(in thousands, except per share data)

	Three Months Ended		Nine Months Ended	
	June 24, 2016	June 26, 2015	June 24, 2016	June 26, 2015
Net sales	\$ 395,724	\$ 432,367	\$ 1,107,145	\$ 1,291,354
Cost of sales	284,203	353,619	831,805	1,089,395
Gross profit	111,521	78,748	275,340	201,959
Selling, general and administrative	64,392	45,912	162,412	130,691
Intangible asset amortization	5,566	5,249	16,655	15,775
Operating income	41,563	27,587	96,273	55,493
Interest expense, net	10,169	11,212	30,617	33,624
Gain on extinguishment of debt	—	—	(1,661)	—
Income from operations before income taxes	31,394	16,375	67,317	21,869
Income tax expense (benefit)	10,749	(2,683)	24,093	(227)
Net income	\$ 20,645	\$ 19,058	\$ 43,224	\$ 22,096
Weighted Average Common Shares Outstanding				
Basic and Diluted	62,492	62,513	62,491	62,528
Net income per share				
Basic and Diluted	\$ 0.33	\$ 0.30	\$ 0.69	\$ 0.35

See Notes to condensed consolidated financial statements.

ATKORE INTERNATIONAL GROUP INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

(in thousands)	Three Months Ended		Nine Months Ended	
	June 24, 2016	June 26, 2015	June 24, 2016	June 26, 2015
Net income	\$ 20,645	\$ 19,058	\$ 43,224	\$ 22,096
Other comprehensive income:				
Change in foreign currency translation adjustment	(155)	247	(216)	(4,487)
Change in unrecognized loss related to pension benefit plans (See Note 10)	180	22	541	66
Total other comprehensive income (loss)	25	269	325	(4,421)
Comprehensive income	<u>\$ 20,670</u>	<u>\$ 19,327</u>	<u>\$ 43,549</u>	<u>\$ 17,675</u>

See Notes to condensed consolidated financial statements.

ATKORE INTERNATIONAL GROUP INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

(in thousands, except share and per share data)	June 24, 2016	September 25, 2015
Assets		
Current Assets:		
Cash and cash equivalents	\$ 131,109	\$ 80,598
Accounts receivable, less allowance for doubtful accounts of \$1,301 and \$1,173, respectively	235,812	216,992
Inventories, net (see Note 4)	164,302	161,924
Assets held for sale (see Note 17)	8,474	3,313
Prepaid expenses and other current assets	18,098	18,665
Total current assets	557,795	481,492
Property, plant and equipment, net (see Note 5)	209,248	224,284
Intangible assets, net (see Note 6)	260,520	277,175
Goodwill (see Note 6)	115,829	115,829
Deferred income taxes	2,307	1,087
Non-trade receivables	14,517	13,932
Total Assets	\$ 1,160,216	\$ 1,113,799
Liabilities and Equity		
Current Liabilities:		
Short-term debt and current maturities of long-term debt (see Note 8)	\$ 1,267	\$ 2,864
Accounts payable	112,095	109,847
Income tax payable	5,390	515
Accrued and other current liabilities (see Note 7)	92,317	97,272
Total current liabilities	211,069	210,498
Long-term debt (see Note 8)	630,204	649,344
Deferred income taxes	18,749	14,557
Other long-term tax liabilities	13,235	13,319
Pension liabilities	27,592	28,126
Other long-term liabilities	59,489	41,678
Total Liabilities	960,338	957,522
Equity:		
Common stock, \$0.01 par value, 1,000,000,000 shares authorized, 62,458,367 and 62,453,437 shares issued and outstanding, respectively	626	626
Treasury stock, held at cost, 260,900 and 260,900 shares, respectively	(2,580)	(2,580)
Additional paid-in capital	352,557	352,505
Accumulated deficit	(130,017)	(173,241)
Accumulated other comprehensive loss	(20,708)	(21,033)
Total Equity	199,878	156,277
Total Liabilities and Equity	\$ 1,160,216	\$ 1,113,799

See Notes to condensed consolidated financial statements.

ATKORE INTERNATIONAL GROUP INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(in thousands)	Nine months ended	
	June 24, 2016	June 26, 2015
Operating activities:		
Net income	\$ 43,224	\$ 22,096
Adjustments to reconcile net income to net cash provided by operating activities:		
Loss on sale of fixed assets	12	1,054
Depreciation and amortization	40,064	43,373
Amortization of debt issuance costs and original issue discount	2,644	2,722
Deferred income taxes	2,951	(481)
Gain on extinguishment of debt	(1,661)	—
Provision for losses on accounts receivable and inventory	2,718	574
Stock-based compensation expense	16,897	2,462
Other adjustments to net income	(648)	—
Changes in operating assets and liabilities, net of effects from acquisitions	(21,183)	(41,577)
Net cash provided by operating activities	85,018	30,223
Investing activities:		
Capital expenditures	(13,496)	(20,555)
Proceeds from sale of properties and equipment	62	23
Acquisitions of businesses, net of cash acquired	—	(31,290)
Proceeds from sale of other assets	458	2,300
Proceeds from sale of a discontinued operation	—	4,540
Other, net	—	(192)
Net cash used for investing activities	(12,976)	(45,174)
Financing activities:		
Borrowings under credit facility	—	589,000
Repayments under credit facility	—	(570,000)
Proceeds from short-term debt	—	1,692
Repayments of short-term debt	(1,619)	(1,619)
Repayments of long-term debt	(20,075)	(3,150)
Issuance of common shares	52	—
Payment for debt financing costs and fees	—	(102)
Proceeds from foreign exchange forward option	—	999
Other, net	(25)	(544)
Net cash (used for) provided by financing activities	(21,667)	16,276
Effects of foreign exchange rate changes on cash and cash equivalents	136	(1,846)
Increase (decrease) in cash and cash equivalents	50,511	(521)
Cash and cash equivalents at beginning of period	80,598	33,360
Cash and cash equivalents at end of period	\$ 131,109	\$ 32,839
Supplementary Cash Flow information		
Interest paid	\$ 30,232	\$ 31,003
Income taxes paid, net of refunds	16,036	3,718
Capital expenditures, not yet paid	406	738

See Notes to condensed consolidated financial statements.

ATKORE INTERNATIONAL GROUP INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)
(dollars in thousands, except share and per share data)

1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Ownership Structure - Atkore International Group Inc. (the “Company” or “Atkore”) is a leading manufacturer of Electrical Raceway products primarily for the non-residential construction and renovation markets and Mechanical Products & Solutions (“MP&S”) for the construction and industrial markets. The Company was incorporated in the State of Delaware on November 4, 2010. The Company owns 100% of Atkore International Holdings Inc. (“AIH”), which in turn is the sole owner of Atkore International, Inc. (“AII”).

Common Stock Split - On May 27, 2016, the Company effected a 1.37 -for-1 stock split of its common stock. The accompanying unaudited condensed consolidated financial statements and notes thereto give retroactive effect to the stock split for all periods presented.

Initial Public Offering - On June 9, 2016, the Company’s Registration Statement on Form S-1 (Registration No. 333-209940) relating to an initial public offering (“IPO”) of its common stock was declared effective by the U.S. Securities and Exchange Commission (“SEC”). On June 15, 2016, the Company completed the IPO at a price to the public of \$16.00 per share. In connection with the IPO, selling stockholder CD&R Allied Holdings, L.P., (the “CD&R Investor”), an affiliate of Clayton, Dubilier & Rice, LLC (“CD&R”), sold an aggregate of 12,000,000 shares of the Company’s common stock. The CD&R Investor received all of the net proceeds and bore all commissions and discounts from the sale of the common stock. The Company did not receive any proceeds from the IPO. After the completion of the IPO, Atkore is a controlled company with CD&R retaining 80.1% of the common stock.

Basis of Presentation - The accompanying unaudited condensed consolidated financial statements of the Company included herein have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). These unaudited condensed consolidated financial statements have been prepared in accordance with the Company’s accounting policies and on the same basis as those financial statements included in the final prospectus filed with the SEC on June 9, 2016 in connection with the IPO (the “IPO Final Prospectus”), and should be read in conjunction with those unaudited condensed consolidated financial statements and the notes thereto. Certain information and disclosures normally included in our annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to the rules and regulations of the SEC. The unaudited condensed consolidated balance sheet as of September 25, 2015 and the unaudited condensed consolidated financial statements included herein should be read in conjunction with the audited consolidated financial statements for the fiscal year ended September 25, 2015 included in the IPO Final Prospectus.

The unaudited condensed consolidated financial statements include the assets and liabilities used in operating the Company’s business. All intercompany balances and transactions have been eliminated in consolidation. The results of companies acquired or disposed of are included in the unaudited condensed consolidated financial statements from the effective date of acquisition or up to the date of disposal.

These statements include all adjustments (consisting of normal recurring adjustments) that the Company considered necessary to present a fair statement of its results of operations, financial position and cash flows. The results reported in these unaudited condensed consolidated financial statements should not be regarded as necessarily indicative of results that may be expected for the entire year.

Description of Business - The Company is a leading manufacturer of Electrical Raceway products primarily for the non-residential construction and renovation markets and Mechanical Products & Solutions for the construction and industrial markets. Electrical Raceway products form the critical infrastructure that enables the deployment, isolation and protection of a structure’s electrical circuitry from the original power source to the final outlet. MP&S frame, support and secure component parts in a broad range of structures, equipment and systems in electrical, industrial and construction applications.

Fiscal Periods - The Company has a 52- or 53-week fiscal year that ends on the last Friday in September. It is the Company’s practice to establish quarterly closings using a 4-5-4 calendar. Fiscal year 2015 was a 52-week fiscal year, which ended on September 25, 2015. Fiscal year 2016 will end on September 30, 2016, and will be a 53-week year. The Company’s fiscal quarters end on the last Friday in December, March and June.

Use of Estimates - The preparation of the condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclose contingent assets and liabilities at the date of the consolidated financial statements and report the associated amounts of revenues and expenses. Significant estimates and assumptions are used for, but not limited to, allowances for doubtful accounts, estimates of future cash flows associated with asset impairments, useful lives for depreciation and amortization, loss contingencies, net realizable value of inventories, legal liabilities, income taxes and tax valuation allowances, pension and postretirement employee benefit liabilities and purchase price allocation. Actual results could differ materially from these estimates.

Fair Value Measurements - Authoritative guidance for fair value measurements establishes a three-level hierarchy that ranks the quality and reliability of information used in developing fair value estimates. The hierarchy gives the highest priority to quoted prices in active markets and the lowest priority to unobservable data. In cases where two or more levels of inputs are used to determine fair value, a financial instrument's level is determined based on the lowest level input that is considered significant to the fair value measurement in its entirety. The three levels of the fair value hierarchy are summarized as follows:

Level 1-inputs are based upon quoted prices (unadjusted) in active markets for identical assets or liabilities which are accessible as of the measurement date.

Level 2-inputs are based upon quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and model-derived valuations for the asset or liability that are derived principally from or corroborated by market data for which the primary inputs are observable, including forward interest rates, yield curves, credit risk and exchange rates.

Level 3-inputs for the valuations are unobservable and are based on management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques such as option pricing models and discounted cash flow models.

Recent Accounting Pronouncements - On May 9, 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2016-12, "Amendments to Revenue Standard and Provides Practical Expedients," which addresses certain implementation issues related to ASU 2014-09, "Revenue from Contracts with Customers," such as collectibility, non-cash considerations and contract modifications. The revised effective date for public entities will be annual periods beginning after December 15, 2017, our fiscal 2019. Early adoption is permitted. The Company is evaluating the effect of adopting this new accounting guidance and its impact on the results of operations, cash flows or financial position.

On April 14, 2016, the FASB issued ASU 2016-10, *FASB Clarifies Guidance on Licensing and Identifying Performance Obligations*, which amends the guidance on identifying performance obligations and the implementation guidance on licensing issued in ASU 2014-09, "Revenue from Contracts with Customers." The revised effective date for public entities will be annual periods beginning after December 15, 2017, our fiscal 2019. Early adoption is permitted. The Company is evaluating the effect of adopting this new accounting guidance and its impact on the results of operations, cash flows or financial position.

2. ACQUISITIONS

From time to time the Company enters into strategic acquisitions in an effort to better service existing customers and to attain new customers. The Company completed the following acquisitions for total consideration of approximately \$30,440 for the nine months ended June 26, 2015. The Company did not complete any acquisitions for the nine months ended June 24, 2016.

On October 20, 2014, Atkore Plastic Pipe Corporation, a wholly-owned indirect subsidiary of the Company, acquired all of the outstanding stock of American Pipe & Plastics, Inc. ("APPI"). The aggregate purchase price was \$6,572. APPI is a manufacturer of PVC conduit and is located in Kirkwood, New York. Additionally, on November 17, 2014, Atkore Steel Components, Inc., a wholly-owned indirect subsidiary of the Company, acquired most of the assets and assumed certain liabilities of Steel Components, Inc. ("SCI"). The aggregate purchase price was \$23,868. SCI provides steel and malleable iron electrical fittings for steel, flexible and liquidtight conduit, as well as armored cable. SCI is located in Coconut Creek, Florida.

The purchase price was allocated to tangible and intangible assets acquired and liabilities assumed, based on their estimated fair values. Fair value measurements have been applied based on assumptions that market participants would use in the pricing of the asset or liability. The following table summarizes the Level 3 fair values assigned to the net assets acquired and liabilities assumed as of the acquisition date:

(in thousands)	APPI	SCI
Fair value of consideration transferred:		
Cash consideration	\$ 6,572	\$ 23,837
Fair value of assets acquired and liabilities assumed:		
Accounts receivable	1,813	4,302
Inventories	1,850	5,500
Intangible assets	480	10,600
Fixed assets	2,907	46
Accounts payable	(1,057)	(690)
Other	(808)	155
Net assets acquired	5,185	19,913
Excess purchase price attributed to goodwill acquired	\$ 1,387	\$ 3,924

Both acquisitions strengthen and diversify the Company's Electrical Raceway reportable segment and its portfolio of products provided to electrical distribution customers. The Company funded both acquisitions using borrowings from AII's asset-based credit facility ("ABL Credit Facility"). The Company recognized \$1,387 and \$3,924 of goodwill for APPI and SCI, respectively. See Note 6. Goodwill and Intangible Assets. Goodwill consists of the excess of the purchase price over the net of the fair value of the acquired assets and assumed liabilities, and represents the estimated economic value attributable to future operations. Goodwill recognized from the APPI acquisition is non-deductible for income tax purposes. Goodwill recognized from the SCI acquisition is tax-deductible and is amortized over 15 years for income tax purposes. The goodwill arising from both acquisitions consists largely of the synergies and economies of scale from integrating these companies with existing businesses. Due to the immaterial nature of the acquisitions, both individually, and in the aggregate, the Company has not included the full year pro-forma results of operations for the acquisition year or previous years.

The Company finalized the valuation of assets acquired and liabilities assumed during fiscal year 2015. The following table summarizes the fair value of amortizable intangible assets as of the acquisition dates:

(\$ in thousands)	APPI		SCI	
	Fair Value	Weighted Average Useful Life (Years)	Fair Value	Weighted Average Useful Life (Years)
Amortizable intangible assets:				
Customer relationships	\$ 300	10	\$ 7,900	8
Other	180	4	2,700	14
Total amortizable intangible assets	\$ 480		\$ 10,600	

The SCI purchase agreement contains a provision for contingent consideration requiring the Company to pay the former owners an amount not to exceed \$500 upon achieving certain performance targets. The Company recorded \$190 in Accrued and other current liabilities as the best estimate of fair value of the contingent consideration on the opening balance sheet. The fair value estimate is considered a Level 3 measurement in accordance with the fair value hierarchy and the range of possible outcomes does not differ materially from the amount recorded. The performance target period of one year expired during the three months ended December 25, 2015 and the performance conditions were not met. As such, the Company recorded a reversal of the contingent liability as a component of Selling, general and administrative expense.

3. RELATED PARTY TRANSACTIONS

In December 2010, the CD&R Investor acquired a majority stake in the Company (the "CD&R Acquisition"). In connection with the CD&R Acquisition, the Company, AIH and AII entered into a consulting agreement (the "Consulting Agreement") with CD&R. Annual consulting fees were paid to CD&R quarterly, in advance and recorded as a component of selling, general and administrative expenses in the Company's condensed consolidated statements of operations. CD&R's annual consulting fee was \$3,500. In connection with the IPO, the Company entered into an agreement with CD&R to terminate the Consulting Agreement, including the ongoing consulting fees. Pursuant to the termination agreement, the Company paid CD&R a fee of \$12,800 during the three months ended June 24, 2016 and the annual consulting fee was terminated. The consulting and termination fees for the three and nine months ended June 24, 2016 were \$13,675 and \$15,425, respectively. Consulting fees for the three and nine months ended June 26, 2015 were \$875 and \$2,625, respectively.

4. INVENTORIES, NET

The Company records inventory at the lower of cost or market (primarily last in, first out, or "LIFO") or market value for a majority of the Company. Approximately 85% and 80% of the Company's inventories are valued at the lower of LIFO cost or market at June 24, 2016 and September 25, 2015, respectively. Interim LIFO determinations, including those at June 24, 2016, are based on management's estimates of future inventory levels and costs for the remainder of the current fiscal year.

As of June 24, 2016 and September 25, 2015, the excess and obsolete inventory reserve was \$10,179 and \$10,201, respectively. During the three and nine months ended June 24, 2016, certain inventory which had been previously adjusted downward to market value turned at its new cost basis. Additionally, market conditions for raw material prices did not require a downward adjustment for lower-of-cost-or-market.

5. PROPERTY, PLANT AND EQUIPMENT

As of June 24, 2016 and September 25, 2015, property, plant and equipment at cost and accumulated depreciation were as follows:

(in thousands)	June 24, 2016	September 25, 2015
Land	\$ 12,804	\$ 13,294
Buildings and related improvements	103,215	104,315
Machinery and equipment	237,964	231,237
Leasehold improvements	5,850	5,572
Construction in progress	12,176	10,582
Property, plant and equipment	372,009	365,000
Accumulated depreciation	(162,761)	(140,716)
Property, plant and equipment, net	\$ 209,248	\$ 224,284

Depreciation expense for the three and nine months ended June 24, 2016 totaled \$7,756 and \$23,409, respectively. Depreciation expense for the three and nine months ended June 26, 2015 totaled \$9,100 and \$27,598 respectively.

6. GOODWILL AND INTANGIBLE ASSETS

Goodwill - There were no changes in the carrying amount of goodwill during the nine months ended June 24, 2016.

(in thousands)	Segment		
	Electrical Raceway	Mechanical Products & Solutions	Total
Balance at June 24, 2016			
Goodwill	\$ 80,564	\$ 82,189	\$ 162,753
Accumulated impairment losses	(3,924)	(43,000)	(46,924)
	\$ 76,640	\$ 39,189	\$ 115,829

The Company assesses the recoverability of goodwill on an annual basis in accordance with ASC 350 - *Intangibles - Goodwill and Other* ("ASC 350") . The measurement date is the first day of the fourth fiscal quarter, or more frequently, if triggering events occur. During the nine months ended June 24, 2016 there were no triggering events as defined in ASC 350; therefore, the Company did not perform a test to assess the recoverability of goodwill.

Intangible Assets - The Company also assesses the recoverability of its indefinite-lived trade names on an annual basis or more frequently, if triggering events occur, in accordance with ASC 350. The Company uses the relief from royalty method, an income approach method, to quantify the fair value of its trade names. The measurement date is the first day of the fourth fiscal quarter, or more frequently, if triggering events occur. During the nine months ended June 24, 2016 there were no triggering events as defined by ASC 350; therefore, the Company did not perform a test to assess the recoverability of indefinite-lived intangible assets.

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

		June 24, 2016			September 25, 2015		
(\$ in thousands)	Weighted Average Useful Life (Years)	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Amortizable Intangible Assets:							
Customer Relationships	13	\$ 249,245	\$ (92,368)	\$ 156,877	\$ 249,245	\$ (77,112)	\$ 172,133
Other	7	16,943	(7,180)	9,763	16,943	(5,781)	11,162
Total		266,188	(99,548)	166,640	266,188	(82,893)	183,295
Indefinite-lived Intangible Assets:							
Trade names		93,880	—	93,880	93,880	—	93,880
Total		\$ 360,068	\$ (99,548)	\$ 260,520	\$ 360,068	\$ (82,893)	\$ 277,175

Amortization expense for the three and nine months ended June 24, 2016 was \$5,566 and \$16,655 , respectively. Amortization expense for the three and nine months ended June 26, 2015 totaled \$5,249 and \$15,775 , respectively. Expected amortization expense for intangible assets over the next five years and thereafter is as follows:

Remaining in 2016	\$ 5,509
2017	21,736
2018	21,337
2019	21,181
2020	21,125
2021	20,528
Thereafter	55,224

Actual amounts of amortization may differ from estimated amounts due to additional intangible asset acquisitions, impairment of intangible assets, and other events.

7. ACCRUED AND OTHER CURRENT LIABILITIES

As of June 24, 2016 and September 25, 2015 , accrued and other current liabilities were comprised of:

(in thousands)	June 24, 2016	September 25, 2015
Accrued compensation and employee benefits	\$ 29,097	\$ 31,146
Accrued transportation costs	12,991	13,627
Accrued interest	8,622	9,890
Deferred gain on sale of investment	9,088	9,121
Product liability	2,700	2,700
Accrued professional services	7,432	6,535
Accrued restructuring	709	4,413
Other	21,678	19,840
Accrued and other current liabilities	<u>\$ 92,317</u>	<u>\$ 97,272</u>

8. DEBT

Debt as of June 24, 2016 and September 25, 2015 was as follows:

(in thousands)	June 24, 2016	September 25, 2015
First lien loan due April 9, 2021	\$ 411,225	\$ 414,150
Second lien loan due October 9, 2021	229,383	248,036
Deferred financing costs	(9,137)	(11,622)
Other	—	1,644
Total debt	<u>\$ 631,471</u>	<u>\$ 652,208</u>
Less: Current portion	1,267	2,864
Long-term debt	<u>\$ 630,204</u>	<u>\$ 649,344</u>

Term Loan Facilities - On April 9, 2014, AII entered into a credit agreement for a \$420,000 First Lien Term Loan Facility (the “First Lien Term Loan Facility”) and a credit agreement for a \$250,000 Second Lien Term Loan Facility (the “Second Lien Term Loan Facility” and together with the First Lien Term Loan Facility, the “Term Loan Facilities”). The First Lien Term Loan Facility was priced at 99.5% , bears interest at a rate of LIBOR plus 3.5% with a LIBOR floor of 1.00% , and matures on April 9, 2021. The Second Lien Term Loan Facility was priced at 99.0% , bears interest at a rate of LIBOR plus 6.75% with a LIBOR floor of 1.00% , and matures on October 9, 2021.

The Term Loan Facilities contain customary covenants typical for this type of financing, including limitations on indebtedness, restricted payments including dividends, liens, restrictions on distributions from restricted subsidiaries, sales of assets, affiliate transactions, mergers and consolidations. The Term Loan Facilities also contain customary events of default typical for this type of financing, including, without limitation, failure to pay principal and/or interest when due, failure to observe covenants, certain events of bankruptcy, the rendering of certain judgments, or the loss of any guarantee.

On January 22, 2016 , AII redeemed \$17,000 of the Second Lien Term Loan Facility at a redemption price of 89.00% of the par value, and \$2,000 at a redemption price of 89.75% of the par value. For the nine months ended June 24, 2016 , the Company recorded a gain on the extinguishment of debt of \$1,661 .

As of June 24, 2016 , the approximate fair value of the First Lien Term Loan Facility was \$409,720 and the Second Lien Term Loan Facility was \$228,782 . In determining the approximate fair value of its long-term debt, the Company used the trading value among financial institutions for the Term Loan Facilities, which were classified within Level 2 of the fair value hierarchy.

ABL Credit Facility - The ABL Credit Facility has aggregate commitments of \$325,000 and is guaranteed by AIH and the U.S. operating companies owned by AII. AII's availability under the ABL Credit Facility was \$244,663 and \$255,755 as of June 24, 2016 and September 25, 2015, respectively. Availability under the ABL Credit Facility is subject to a borrowing base equal to the sum of 85% of eligible accounts receivable plus 80% of eligible inventory of each borrower and guarantor, subject to certain limitations. The interest rate on the ABL Credit Facility is LIBOR plus an applicable margin ranging from 1.50% to 2.00%, or an alternate base rate for U.S. Dollar denominated borrowings plus an applicable margin ranging from 0.50% to 1.00%. The ABL Credit Facility matures on October 23, 2018. There were no borrowings outstanding under the ABL Credit Facility as of June 24, 2016 and September 25, 2015, respectively.

The ABL Credit Facility contains customary representations and warranties and customary affirmative and negative covenants. Affirmative covenants include, without limitation, the timely delivery of quarterly and annual financial statements, certifications to be made by AIH, payment of obligations, maintenance of corporate existence and insurance, notices, compliance with environmental laws, and the grant of liens. The negative covenants include, without limitation, the following: limitations on indebtedness, dividends and distributions, investments, prepayments or redemptions of subordinated indebtedness, amendments of subordinated indebtedness, transactions with affiliates, asset sales, mergers, consolidations and sales of all or substantially all assets, liens, negative pledge clauses, changes in fiscal periods, changes in line of business and changes in charter documents. Additionally, if the availability under the ABL Credit Facility falls below certain levels, AIH would subsequently be required to maintain a minimum fixed charge coverage ratio. AII was not subject to the minimum fixed charge coverage ratio during any period subsequent to the establishment of the ABL Credit Facility.

The Company's remaining financial instruments consist primarily of cash and cash equivalents, accounts receivable and accounts payable.

9. INCOME TAXES

For the three months ended June 24, 2016 and June 26, 2015, the Company's effective income tax rate attributable to income from operations before income taxes was 34.2% and (16.4)%, respectively. For the three months ended June 24, 2016, the Company's income tax expense was \$10,749. For the three months ended June 26, 2015, the Company's income tax benefit was \$2,683. The increase in the income tax expense for the three months ended June 24, 2016 was primarily a result of increased earnings in the U.S. which are subject to a higher tax rate, increased state income tax expense, and non-deductible transaction costs related to our IPO. Additionally, for the three months ended June 26, 2015, the income tax benefit reflects the release of indemnified liabilities.

For the nine months ended June 24, 2016 and June 26, 2015, the Company's effective income tax rate attributable to income from operations before income taxes was 35.8% and (1.0)% respectively. For the nine months ended June 24, 2016, the Company's income tax expense was \$24,093. For the nine months ended June 26, 2015, the Company's income tax benefit was \$227. The increase in the income tax expense for the nine months ended June 24, 2016 is primarily a result of increased earnings in the U.S. which are subject to a higher tax rate, increased state expense, and nondeductible transactions costs related to our IPO. Additionally, for the nine months ended June 26, 2015, the income tax benefit reflects the release of indemnified liabilities.

The Company has recorded a valuation allowance against certain net operating losses in certain foreign jurisdictions. A valuation allowance is recorded when it is determined to be more likely than not that these assets will not be fully realized in the foreseeable future. The realization of deferred tax assets is dependent upon whether the Company can generate future taxable income in the appropriate character and jurisdiction to utilize the assets. The amount of the deferred tax assets considered realizable is subject to adjustment in future periods. As of June 24, 2016, the Company no longer records a valuation allowance against deferred tax assets in the Company's Asia Pacific business as a result of significant positive evidence which includes three year cumulative pretax income and expected future taxable income. As a result, the Company released a valuation allowance of \$1,360 for the three months ended June 24, 2016.

The Company recognizes the benefits of uncertain tax positions taken or expected to be taken in tax returns in the provision for income taxes only for those positions that it has determined are more likely than not to be realized upon examination. The Company records interest and penalties related to unrecognized tax benefits as a component of provision for income taxes. The partial releases of uncertain tax positions during the nine months ended June 24, 2016 resulted from audit closures and statute expirations and were not material. The Company is fully indemnified by its former parent for uncertain tax positions taken prior to December 22, 2010.

For the nine months ended June 24, 2016, the Company made no additional provision for U.S. or non-U.S. income taxes on the undistributed income of subsidiaries or for unrecognized deferred tax liabilities for temporary differences related to basis differences in investments in subsidiaries, as such income is expected to be indefinitely reinvested, the investments are essentially permanent in duration, or the Company has concluded that no additional tax liability will arise as a result of the distribution of such income.

10. POSTRETIREMENT BENEFITS

The Company has a number of non-contributory and contributory defined benefit retirement plans covering certain U.S. employees. Net periodic pension benefit cost is based on periodic actuarial valuations that use the projected unit credit method of calculation and is charged to the statements of operations on a systematic basis over the expected average remaining service lives of current participants. Contribution amounts are determined based on local regulations and with the assistance of professionally qualified actuaries in the countries concerned. The benefits under the defined benefit plans are based on various factors, such as years of service and compensation.

The net periodic benefit cost for the three and nine months ended June 24, 2016 and June 26, 2015 was as follows:

(in thousands)	Three Months Ended		Nine Months Ended	
	June 24, 2016	June 26, 2015	June 24, 2016	June 26, 2015
Service cost	\$ 474	\$ 627	\$ 1,420	\$ 1,882
Interest cost	1,036	1,196	3,107	3,588
Expected return on plan assets	(1,580)	(1,701)	(4,738)	(5,102)
Amortization of actuarial loss	180	22	541	66
Net periodic benefit cost	\$ 110	\$ 144	\$ 330	\$ 434

The amortization of actuarial loss is included as a component of cost of sales on the Company's condensed consolidated statements of operations.

The Company contributed \$26 and \$252 to its pension plans during the three months ended June 24, 2016 and June 26, 2015, respectively. The Company contributed \$279 and \$882 to its pension plans during the nine months ended June 24, 2016 and June 26, 2015, respectively.

Multi-Employer Plan - The Company has a liability of \$6,575 as of June 24, 2016 and \$6,844 as of September 25, 2015 representing the Company's proportionate share of a multi-employer pension plan which was exited in a prior year.

11. EARNINGS PER SHARE

Basic earnings per common share is computed by dividing net income available to common stockholders by the weighted average number of shares of common stock outstanding for the period.

The computation of diluted earnings per share includes the effect of potential common stock, if dilutive. As the Company intends to settle all employee stock options in cash, the potential issuance of shares of common stock related to these options does not affect diluted shares. There are no other potentially dilutive instruments outstanding.

(in thousands, except per share data)	Three Months Ended		Nine Months Ended	
	June 24, 2016	June 26, 2015	June 24, 2016	June 26, 2015
Basic and Diluted Earnings per Share Numerator:				
Net income	\$ 20,645	\$ 19,058	\$ 43,224	\$ 22,096
Basic and Diluted Earnings per Share Denominator:				
Weighted average shares outstanding	62,492	62,513	62,491	62,528
Basic and Diluted net income per share	\$ 0.33	\$ 0.30	\$ 0.69	\$ 0.35

12. STOCK INCENTIVE PLAN

On May 16, 2011, the Company's Board of Directors adopted the Atkore International Group Inc. Stock Incentive Plan (the "Stock Incentive Plan"). A maximum of 8.9 million shares of common stock was reserved for issuance under the Stock Incentive Plan. The Stock Incentive Plan provided for stock purchases and grants of other equity awards, including non-qualified stock options, restricted stock, and restricted stock units, to officers, and key employees.

During the fiscal year ended September 26, 2014, the Company's Board of Directors modified the Stock Incentive Plan. The modification provides the Company discretion to net settle stock option awards in cash. Subsequent to the modification, several former employees requested and were granted net cash settlements. The Company did not have stock option exercises prior to the fiscal year ended September 26, 2014. Consequently, the modification triggered a change from equity accounting to liability accounting for all remaining outstanding options. The fair values of outstanding options are remeasured each reporting period using the Black-Scholes model. The net settlement feature under the Stock Incentive Plan terminated in connection with the IPO.

On June 10, 2016, the Company's Board of Directors adopted the Atkore International Group Inc. 2016 Omnibus Incentive Plan ("Omnibus Incentive Plan") and terminated the Stock Incentive Plan as to future grants. Awards previously granted under the Stock Incentive Plan were unaffected by the termination of the Stock Incentive Plan. The Omnibus Incentive Plan provides for stock purchases and grants of other equity awards, including non-qualified stock options, stock purchase rights, restricted stock, restricted stock units, performance shares, performance units, stock appreciation rights ("SARs"), dividend equivalents and other stock-based awards to directors, officers, other employees and consultants. A maximum of 3.8 million shares of common stock is reserved for issuance under the Omnibus Incentive Plan.

Stock options vest ratably over five years. Compensation expense, based on the fair market value of the options, is charged to selling, general and administrative expenses over the respective vesting periods. All options and rights have a ten year life.

Prior to the IPO, the Company utilized equity valuations based on comparable publicly-traded companies, discounted free cash flows, an analysis of the Company's enterprise value and any other factors deemed relevant in estimating the fair value of the common stock. Subsequent to the IPO, the Company has used the closing price of its common stock on the New York Stock Exchange ("NYSE") as the fair value of its common stock.

The assumptions used for re-measurement as of June 24, 2016 were as follows:

	Nine months ended June 24, 2016
Expected dividend yield	—%
Expected volatility	35%
Range of risk free interest rates	0.66% - 1.28%
Range of expected option lives	2.14 - 6.46 years
Range of fair values per option	\$6.07 - \$10.00
Fair value of common stock	\$ 16.07

The expected life of options represents the weighted-average period of time that options granted are expected to be outstanding, giving consideration to vesting schedules and expected exercise patterns. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of the grant for periods corresponding with the expected life of the options. Expected volatility is based on historical volatilities of comparable companies. Dividends are not paid on common stock.

Stock option activity for the period September 25, 2015 to June 24, 2016 was as follows:

(share amounts in thousands)	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)
Outstanding as of September 25, 2015	6,746	\$ 7.70	7.4
Granted	34	13.62	10
Exercised	(18)	7.86	—
Forfeited	(80)	8.27	—
Outstanding as of June 24, 2016	6,682	7.73	6.5
Vested as of June 24, 2016	3,937	7.52	6.0

There were 6.7 million and 6.7 million options issued and outstanding under the Omnibus Incentive Plan and the Stock Incentive Plan as of June 24, 2016 and September 25, 2015, respectively. Compensation expense related to stock-based compensation plans was \$4,854 and \$661 for the three months ended June 24, 2016 and June 26, 2015, respectively due to an increase in the estimated fair value of a share of the Company's common stock. Compensation expense related to stock-based compensation plans was \$16,897 and \$2,462 for the nine months ended June 24, 2016 and June 26, 2015, respectively due to an increase in the estimated fair value of a share of the Company's common stock. Compensation expense is included in selling, general and administrative expenses.

The number of options exercised during the nine months ended June 24, 2016 and June 26, 2015 were 18 thousand and 220 thousand, respectively. The amount of cash the Company paid to settle the options exercised during the nine months ended June 24, 2016 and June 26, 2015 was \$43 and \$544, respectively.

As of June 24, 2016, there was \$19,561 of total unrecognized compensation expense related to non-vested options granted. The compensation expense is expected to be recognized over a weighted-average period of approximately 2.3 years.

13. FAIR VALUE MEASUREMENTS

Authoritative guidance for fair value measurements establishes a three-level hierarchy that ranks the quality and reliability of information used in developing fair value estimates. The hierarchy gives the highest priority to quoted prices in active markets and the lowest priority to unobservable data. In cases where two or more levels of inputs are used to determine fair value, a financial instrument's level is determined based on the lowest level input that is considered significant to the fair value measurement in its entirety. The three levels of the fair value hierarchy are summarized as follows:

Level 1-inputs are based upon quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible as of the measurement date.

Level 2-inputs are based upon quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and model-derived valuations for the asset or liability that are derived principally from or corroborated by market data for which the primary inputs are observable, including forward interest rates, yield curves, credit risk and exchange rates.

Level 3-inputs for the valuations are unobservable and are based on management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques such as option pricing models and discounted cash flow models.

Certain assets and liabilities are required to be recorded at fair value on a recurring basis. The Company's assets and liabilities to be adjusted to fair value on a recurring basis are cash equivalents and assets held for sale.

The Company separately discloses the fair value of any debt-related obligations within "Note 8. Debt".

The Company valued assets held for sale based upon the estimated sales price less costs to dispose as of June 24, 2016 and September 25, 2015. Selling price is estimated based on market transactions for similar assets. The significant unobservable input used in the fair value measurement of our assets held for sale is the estimated selling price. Changes in the estimated selling price would not have a significant impact on the estimated fair value.

The following table presents the assets and liabilities measured at fair value on a recurring basis as of June 24, 2016 and September 25, 2015 in accordance with the fair value hierarchy:

	June 24, 2016			September 25, 2015		
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Assets						
Cash equivalents	\$ 108,026	\$ —	\$ —	\$ 54,032	\$ —	\$ —
Assets held for sale	—	—	8,474	—	—	3,313

The Company did not have any non-recurring fair value measurements as of June 24, 2016 or September 25, 2015 .

14. RESTRUCTURING CHARGES

The remaining liability for restructuring reserves as of June 24, 2016 are included within accrued and other current liabilities in the Company's condensed consolidated balance sheets as follows:

(in thousands)	Electrical Raceway	Mechanical Products & Solutions		Corporate		Total
	Severance	Severance	Other	Severance	Other	
Balance as of September 25, 2015	\$ —	\$ 3,717	\$ 620	\$ 15	\$ 61	\$ 4,413
Charges	28	630	1,694	—	228	2,580
Utilization	(28)	(4,098)	(1,773)	(12)	(183)	(6,094)
Reversals / exchange rate effects	—	(139)	(51)	—	—	(190)
Balance as of June 24, 2016	\$ —	\$ 110	\$ 490	\$ 3	\$ 106	\$ 709

During the three and nine months ended June 24, 2016 , the Company recorded \$326 and \$2,395 , respectively of severance-related and other charges related to the exit of its Fence and Sprinkler steel pipe and tube product lines ("Fence and Sprinkler") and the closure of a facility in Philadelphia, PA. During the three and nine months ended June 26, 2015 , the Company recorded \$475 and \$642 , respectively of severance-related and other charges. Restructuring charges are included as a component of selling, general and administrative expenses in the Company's condensed consolidated statement of operations.

15. COMMITMENTS AND CONTINGENCIES

The Company has obligations related to commitments to purchase certain goods. As of June 24, 2016 , such obligations were \$78,968 for the rest of fiscal year 2016, \$3,455 for year two and \$1,360 thereafter. These amounts represent open purchase orders for materials used in production.

Legal Contingencies -The Company is a defendant in a number of pending legal proceedings, some of which were inherited from its former parent, Tyco International Ltd. ("Tyco"), including certain product liability claims. Several lawsuits have been filed against the Company and the Company has also received other claim demand letters alleging that the Company's anti-microbial coated steel sprinkler pipe ("ABF"), which the Company has not manufactured or sold for several years, is incompatible with chlorinated polyvinyl chloride ("CPVC") and caused stress cracking in such pipe manufactured by third parties when installed together in the same sprinkler system, which we refer to collectively as the " Special Products Claims ." After an analysis of claims experience, the Company reserved its best estimate of the probable and reasonably estimable losses related to these matters. The Company's product liability reserve related to Special Products Claims matters were \$2,428 and \$2,783 as of June 24, 2016 and September 25, 2015 , respectively. The Company separately reserves for other product liability matters that do not involve Special Products Claims . The Company's other product liability reserves were \$3,276 and \$2,666 as of June 24, 2016 and September 25, 2015, respectively. The Company believes that the range of probable losses for Special Products Claims and other product liabilities is between \$3,000 and \$10,000 .

On November 16, 2015, the Company was served with a Special Products Claim, Wind Condominium Association, Inc., et al. v. Allied Tube & Conduit Corporation, et al., a putative class action claim filed on November 16, 2015 in the Southern District of Florida which defines a "National Class" and a "Florida Subclass" consisting of all condominium associations and building owners who had ABF and/or ABF II installed in combination with CPVC from January 1, 2003 through December 31, 2010 nationwide and in Florida, respectively. The plaintiffs seek to recover monetary damages for the replacement and repair of fire suppression systems and any damaged real property or personal property, as well as consequential and incidental damages. At this time, the Company does not expect the outcome of the Special Products Claims proceedings, or any other proceeding, either individually or in the aggregate, to have a material adverse effect on its business, financial condition, results of operations or cash flows, and the Company believes that its reserves are adequate for all claims, including for Special Products Claims contingencies. However, it is possible that additional reserves could be required in the future that could have a material adverse effect on the Company's business, financial condition, results of operations or cash flows. This additional loss or range of losses cannot be recorded at this time, as it is not reasonably estimable.

In addition to the matters discussed above, from time to time, the Company is subject to a number of disputes, administrative proceedings and other claims arising out of the ordinary conduct of the Company's business. These matters generally relate to disputes arising out of the use or installation of the Company's products, product liability litigation, contract disputes, patent infringement accusations, employment matters and similar matters. On the basis of information currently available to the Company, it does not believe that existing proceedings and claims will have a material adverse effect on its business, financial condition, results of operations or cash flows. However, litigation is unpredictable, and the Company could incur judgments or enter into settlements for current or future claims that could adversely affect its business, financial condition, results of operations or cash flows. The Company also has legal liabilities related to non-product liability matters totaling \$2,617 as of June 24, 2016.

16. GUARANTEES

The Company has outstanding letters of credit totaling \$7,310 supporting workers' compensation and general liability insurance policies, and \$1,500 supporting foreign lines of credit. The Company also has outstanding letters of credit totaling \$9,121 as collateral for four advance payments it has received pursuant to the sale of its minority ownership share in Abahsain-Cope Saudi Arabia Ltd. Pursuant to this matter, the Company received all four payments as of September 25, 2015. The bank guarantees will be canceled when the transfer of ownership is complete. As of June 24, 2016, the risk and title transfer was not complete. The Company also has surety bonds primarily related to performance guarantees on supply agreements and construction contracts, and payment of duties and taxes totaling \$15,389 as of June 24, 2016.

In disposing of assets or businesses, the Company often provides representations, warranties and indemnities to cover various risks including unknown damage to the assets, environmental risks involved in the sale of real estate, liability to investigate and remediate environmental contamination at waste disposal sites and manufacturing facilities, and unidentified tax liabilities and legal fees related to periods prior to disposition. The Company does not have the ability to estimate the potential liability from such indemnities because they relate to unknown conditions. However, the Company has no reason to believe that these uncertainties would have a material adverse effect on the Company's business, financial condition, results of operations or cash flows.

In the normal course of business, the Company is liable for product performance and contract completion. In the opinion of management, such obligations will not have a material adverse effect the Company's business, financial condition, results of operations or cash flows.

17. ASSETS HELD FOR SALE

<u>(in thousands)</u>	<u>June 24, 2016</u>	<u>September 25, 2015</u>
Assets held for sale	\$ 8,474	\$ 3,313

During the three months ended June 24, 2016, the Company actively marketed equipment in its manufacturing facility located in Philadelphia, PA which the Company exited in the fourth quarter of fiscal 2015. The assets were written-down to fair value during the fiscal year ended September 25, 2015 and recorded as property, plant and equipment on the Company's condensed consolidated balance sheet. The equipment met all of the held for sale criteria in accordance with ASC 360 - *Property, Plant and Equipment* during the three months ended June 24, 2016. Consequently, the Company classified the assets as assets held for sale on the Company's condensed consolidated balance sheet. The total carrying value of the assets was \$1,811.

During the three months ended December 25, 2015, the Company exited a manufacturing facility located in Philadelphia, PA. As of December 25, 2015, the Company did not meet all of the held for sale criteria in accordance with ASC 360 - *Property, Plant and Equipment* . Consequently, the Company classified the property and the associated land value as assets held for sale on the Company's condensed consolidated balance sheet. The total carrying value of the land and property was \$3,350 .

In a prior fiscal year, the Company entered into a share purchase agreement pursuant to which the Company would sell its minority ownership share in Abahsain-Cope Saudi Arabia Ltd. for cash consideration of approximately \$10,000 , which was paid into an escrow account in May 2012. All amounts paid into the escrow account have been distributed and the account has been closed. The total carrying value of the investment is \$3,313 . The Company will recognize the gain on the sale when transfer of ownership is completed.

18. SEGMENT INFORMATION

The Company has two operating segments, which are also its reportable segments. The Company's operating segments are organized based upon primary market channels and, in most instances, the end use of products.

Through its Electrical Raceway segment, the Company manufactures products that deploy, isolate and protect a structure's electrical circuitry from the original power source to the final outlet. These products, which include electrical conduit, armored cable, cable trays, mounting systems and fittings, are critical components of the electrical infrastructure for new construction and maintenance, repair and remodel ("MR&R") markets. The vast majority of the Company's Electrical Raceway net sales are made to electrical distributors, who then serve electrical contractors and the Company considers both to be customers.

Through the MP&S segment, the Company provides products and services that frame, support and secure component parts in a broad range of structures, equipment and systems in electrical, industrial and construction applications. The Company's principal products in this segment are metal framing products and in-line galvanized mechanical tube. Through its metal framing business, the Company designs, manufactures and installs metal strut and fittings used to assemble mounting structures that support heavy equipment and electrical content in buildings and other structures.

Both segments use Adjusted EBITDA as the primary measure of profit and loss. Segment Adjusted EBITDA is the sum of income (loss) from operations before income taxes, adjusted to exclude unallocated expenses, depreciation and amortization, gain on extinguishment of debt, interest expense, net, restructuring and impairments, net periodic pension benefit cost, stock-based compensation, legal settlements, ABF product liability impact, consulting fees, transaction costs and other items, such as lower of cost or market inventory adjustments and the impact of foreign exchange gains or losses related to our divestiture in Brazil and the impact from the Fence and Sprinkler exit.

Intersegment transactions primarily consist of product sales at designated transfer prices on an arms-length basis. Gross profit earned and reported within the segment is eliminated in the Company's consolidated results. Certain manufacturing and distribution expenses are allocated between the segments due to the shared nature of activities. Recorded amounts represent a proportional amount of the quantity of product produced for each segment.

(in thousands)	Three months ended					
	June 24, 2016			June 26, 2015		
	External Net Sales	Intersegment Sales	Adjusted EBITDA	External Net Sales	Intersegment Sales	Adjusted EBITDA
Electrical Raceway	\$ 259,270	\$ 556	\$ 52,438	\$ 251,517	\$ 351	\$ 31,100
Mechanical Products & Solutions	136,454	28	\$ 23,024	180,850	13	\$ 22,301
Eliminations	—	(584)		—	(364)	
Consolidated operations	<u>\$ 395,724</u>	<u>\$ —</u>		<u>\$ 432,367</u>	<u>\$ —</u>	

(in thousands)	Nine months ended					
	June 24, 2016			June 26, 2015		
	External Net Sales	Intersegment Sales	Adjusted EBITDA	External Net Sales	Intersegment Sales	Adjusted EBITDA
Electrical Raceway	\$ 713,410	\$ 1,314	\$ 129,057	\$ 750,384	\$ 599	\$ 73,780
Mechanical Products & Solutions	393,735	94	\$ 64,725	540,970	241	\$ 52,857
Eliminations	—	(1,408)		—	(840)	
Consolidated operations	<u>\$ 1,107,145</u>	<u>\$ —</u>		<u>\$ 1,291,354</u>	<u>\$ —</u>	

Presented below is a reconciliation of operating segment Adjusted EBITDA to Income from operations before income taxes :

(in thousands)	Three Months Ended		Nine Months Ended	
	June 24, 2016	June 26, 2015	June 24, 2016	June 26, 2015
Operating segment Adjusted EBITDA				
Electrical Raceway	\$ 52,438	\$ 31,100	\$ 129,057	\$ 73,780
Mechanical Products & Solutions	23,024	22,301	64,725	52,857
Total	75,462	53,401	193,782	126,637
Unallocated expenses (a)	(8,238)	(6,713)	(20,144)	(16,686)
Depreciation and amortization	(13,322)	(14,349)	(40,064)	(43,373)
Interest expense, net	(10,169)	(11,212)	(30,617)	(33,624)
Gain on extinguishment of debt	—	—	1,661	—
Restructuring & impairments	(326)	(475)	(2,395)	(642)
Net periodic pension benefit cost	(110)	(145)	(330)	(434)
Stock-based compensation	(4,854)	(661)	(16,897)	(2,462)
ABF product liability impact	(212)	(561)	(637)	(1,683)
Legal settlements	(1,300)	—	(1,300)	—
Consulting fee	(13,675)	(875)	(15,425)	(2,625)
Transaction costs	(1,917)	(2,876)	(5,348)	(4,030)
Other	10,055	(2,560)	5,842	(4,330)
Impact of Fence and Sprinkler exit	—	3,401	(811)	5,121
Income from operations before income taxes	<u>\$ 31,394</u>	<u>\$ 16,375</u>	<u>\$ 67,317</u>	<u>\$ 21,869</u>

(a) Represents unallocated selling, general and administrative activities and associated expenses including, in part, executive, legal, finance, human resources, information technology, business development and communications, as well as certain costs and earnings of employee-related benefits plans, such as stock-based compensation and a portion of self-insured medical costs.

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

The following information should be read in conjunction with the unaudited condensed consolidated financial statements and related notes included in this report. The following discussion may contain forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in these forward-looking statements. Factors that could cause or contribute to these differences include those factors discussed below and elsewhere in this report, particularly in "Forward-Looking Statements" and the section entitled "Risk Factors" included in the IPO Final Prospectus filed pursuant to Rule 424(b)(4) under the Securities Act of 1933, as amended, with the U.S. Securities and Exchange Commission (the "SEC") on June 10, 2016 (Registration No. 333-209940).

Overview

Atkore International Group Inc. (collectively with all its subsidiaries referred to in this Quarterly Report on Form 10-Q as "Atkore," the "Company," "we," "us" and "our") owns 100% of Atkore International Holdings Inc. ("AIH"), which in turn is the sole owner of Atkore International, Inc. ("AII").

We are a leading manufacturer of Electrical Raceway products primarily for the non-residential construction and renovation markets and Mechanical Products and Solutions ("MP&S") for the construction and industrial markets. Electrical Raceway products form the critical infrastructure that enables the deployment, isolation and protection of a structure's electrical circuitry from the original power source to the final outlet. MP&S frame, support and secure component parts in a broad range of structures, equipment and systems in electrical, industrial and construction applications. We believe we hold #1 or #2 positions in the United States by net sales in the vast majority of our products. The quality of our products, the strength of our brands and our scale and national presence provide what we believe to be a unique set of competitive advantages that position us for profitable growth.

On June 9, 2016, the Company's Registration Statement on Form S-1 (Registration No. 333-209940) relating to an initial public offering ("IPO") of our common stock was declared effective by the SEC. On June 15, 2016, we completed the IPO at a price to the public of \$16.00 per share. In connection with the IPO, CD&R Allied Holdings, L.P. (the "CD&R Investor"), an affiliate of Clayton Dubilier & Rice ("CD&R") sold an aggregate of 12,000,000 shares of our common stock. The CD&R Investor received all of the net proceeds and bore all commissions and discounts from the sale of our common stock. We did not receive any proceeds from the IPO.

Key Components of Results of Operations

Net sales

Net sales represents external sales of Electrical Raceway products to the non-residential construction and maintenance, repair and remodel ("MR&R") markets and MP&S products and solutions to the commercial and industrial markets. Net sales includes gross product sales and freight billed to our customers, net of allowances for rebates, sales incentives, trade promotions, product returns and discounts.

Adjusted net sales

We present Adjusted net sales to facilitate comparisons of reported net sales from period to period within our MP&S segment. In August 2015, we announced plans to exit Fence and Sprinkler in order to re-align our long-term strategic focus. These product lines were discontinued during the first quarter of fiscal 2016.

We define Adjusted net sales as reported net sales excluding net sales directly attributable to Fence and Sprinkler. We believe Adjusted net sales is useful for investors because management uses Adjusted net sales to evaluate our ongoing business operations, which no longer include Fence and Sprinkler. Adjusted net sales has limitations as an analytical tool, and should not be considered in isolation or as an alternative to measures based on accounting principles generally accepted in the United States of America ("GAAP"), such as net sales or other financial statement data presented in our consolidated financial statements as an indicator of revenue. Because Adjusted net sales is not a measure determined in accordance with GAAP and is susceptible to varying calculations, Adjusted net sales, as presented, may not be comparable to other similarly titled measures of other companies.

The following table sets forth a reconciliation of net sales to Adjusted net sales for the three and nine months ended June 24, 2016 and June 26, 2015 :

(\$ in thousands)	Three Months Ended		Nine months ended	
	June 24, 2016	June 26, 2015	June 24, 2016	June 26, 2015
Net sales	\$ 395,724	\$ 432,367	\$ 1,107,145	\$ 1,291,354
Impact of Fence and Sprinkler exit	—	(45,298)	(7,816)	(137,160)
Adjusted net sales	\$ 395,724	\$ 387,069	\$ 1,099,329	\$ 1,154,194

Cost of sales

Cost of sales includes all costs directly related to the production of goods for sale. These costs include direct material, direct labor, production related overheads, excess and obsolescence costs, lower-of-cost-or-market provisions, freight and distribution costs and the depreciation and amortization of assets directly used in the production of goods for sale.

Gross profit

Gross profit represents the difference between our net sales and cost of sales.

Selling, general and administrative expenses

Selling, general and administrative costs includes payroll related expenses including salaries, wages, employee benefits, payroll taxes, variable cash compensation for both administrative and selling personnel and consulting and professional services fees and other recurring costs as we prepare to be a public company. Also included are compensation expense for share-based awards, restructuring-related charges, third-party professional services and translation gains or losses for foreign currency transactions.

Adjusted EBITDA and Adjusted EBITDA Margin

We use Adjusted EBITDA and Adjusted EBITDA Margin in evaluating the performance of our business. We use Adjusted EBITDA and Adjusted EBITDA Margin in the preparation of our annual operating budgets and as indicators of business performance. We believe Adjusted EBITDA and Adjusted EBITDA Margin allow us to readily view operating trends, perform analytical comparisons and identify strategies to improve operating performance.

We define Adjusted EBITDA as net income before: depreciation and amortization, gain on extinguishment of debt, interest expense (net), income tax expense (benefit), restructuring and impairments, net periodic pension benefit cost, stock-based compensation, impact from anti-microbial coated sprinkler pipe, or “ABF,” product liability, legal settlements, consulting fees, transaction costs, other items, and the impact from our Fence and Sprinkler exit. We believe Adjusted EBITDA, when presented in conjunction with comparable GAAP measures, is useful for investors because management uses Adjusted EBITDA in evaluating the performance of our business.

We define Adjusted EBITDA Margin as Adjusted EBITDA as a percentage of Adjusted net sales. Adjusted EBITDA is not considered a measure of financial performance under GAAP and the items excluded therefrom are significant components in understanding and assessing our financial performance. Adjusted EBITDA has limitations as an analytical tool, and should not be considered in isolation or as an alternative to such GAAP measures as net income (loss), cash flows provided by or used in operating, investing or financing activities or other financial statement data presented in our consolidated financial statements as an indicator of financial performance or liquidity. Some of these limitations are:

- Adjusted EBITDA does not reflect changes in, or cash requirements for, working capital needs;
- Adjusted EBITDA does not reflect interest expense, or the requirements necessary to service interest or principal payments on debt;
- Adjusted EBITDA does not reflect income tax expense (benefit) or the cash requirements to pay taxes;
- Adjusted EBITDA does not reflect historical cash expenditures or future requirements for capital expenditures or contractual commitments; and
- although depreciation and amortization charges are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and Adjusted EBITDA does not reflect any cash requirements for such replacements.

Because Adjusted EBITDA is not a measure determined in accordance with GAAP and is susceptible to varying calculations, Adjusted EBITDA, as presented, may not be comparable to other similarly titled measures of other companies.

The following table sets forth a reconciliation of net income to Adjusted EBITDA for the three and nine months ended June 24, 2016 and June 26, 2015 :

(in thousands)	Three Months Ended		Nine months ended	
	June 24, 2016	June 26, 2015	June 24, 2016	June 26, 2015
Net income	\$ 20,645	\$ 19,058	\$ 43,224	\$ 22,096
Depreciation and amortization	13,322	14,349	40,064	43,373
Gain on extinguishment of debt	—	—	(1,661)	—
Interest expense, net	10,169	11,212	30,617	33,624
Income tax expense (benefit)	10,749	(2,683)	24,093	(227)
Restructuring & impairments (a)	326	475	2,395	642
Net periodic pension benefit cost (b)	110	144	330	434
Stock-based compensation (c)	4,854	661	16,897	2,462
ABF product liability impact (d)	212	561	637	1,683
Consulting fee (e)	13,675	875	15,425	2,625
Legal settlements (f)	1,300	—	1,300	—
Transaction costs (g)	1,917	2,876	5,348	4,030
Other (h)	(10,055)	2,560	(5,842)	4,330
Impact of Fence and Sprinkler exit (i)	—	(3,401)	811	(5,121)
Adjusted EBITDA	\$ 67,224	\$ 46,687	\$ 173,638	\$ 109,951

(a) Restructuring amounts represent exit or disposal costs including termination benefits and facility closure costs. Impairment amounts represent write-downs of goodwill, intangible assets and/or long-lived assets. See " Note 6. Goodwill and Intangible Assets " and " Note 14. Restructuring Charges " to our unaudited condensed consolidated financial statements for further detail.

(b) Represents pension costs in excess of cash funding for pension obligations in the period. See " Note 10. Postretirement Benefits " to our unaudited condensed consolidated financial statements for further detail.

(c) Represents stock-based compensation expenses related to option awards and restricted stock units. See " Note 12. Stock Incentive Plan " to our unaudited condensed consolidated financial statements for further detail.

(d) Represents changes in our estimated exposure to ABF matters. See " Note 15. Commitments and Contingencies " to our unaudited condensed consolidated financial statements for further detail.

(e) Represents amounts paid to CD&R. See " Note 3. Related Party Transactions " to our unaudited condensed consolidated financial statements for further detail.

(f) Represents gain (loss) recognized in litigation settlements. See " Note 15. Commitments and Contingencies " to our unaudited condensed consolidated financial statements for further detail.

(g) Represents expenses related to our IPO and acquisition and divestiture-related activities.

(h) Represents other items, such as lower-of-cost-or-market inventory adjustments and the impact of foreign exchange gains or losses related to our divestiture in Brazil.

(i) Represents historical performance of Fence and Sprinkler and related operating costs.

Results of Operations

The results of operations for the three and nine months ended June 24, 2016 and June 26, 2015 were as follows:

(\$ in thousands)	Three Months Ended				Nine months ended			
	June 24, 2016	June 26, 2015	Change	% Change	June 24, 2016	June 26, 2015	Change	% Change
Net sales	\$ 395,724	\$ 432,367	\$ (36,643)	(8.5)%	\$ 1,107,145	\$ 1,291,354	\$ (184,209)	(14.3)%
Cost of sales	284,203	353,619	(69,416)	(19.6)%	831,805	1,089,395	(257,590)	(23.6)%
Gross profit	111,521	78,748	32,773	41.6 %	275,340	201,959	73,381	36.3 %
Selling, general and administrative	64,392	45,912	18,480	40.3 %	162,412	130,691	31,721	24.3 %
Intangible asset amortization	5,566	5,249	317	6.0 %	16,655	15,775	880	5.6 %
Operating income	41,563	27,587	13,976	50.7 %	96,273	55,493	40,780	73.5 %
Interest expense, net	10,169	11,212	(1,043)	(9.3)%	30,617	33,624	(3,007)	(8.9)%
Gain on extinguishment of debt	—	—	—	*	(1,661)	—	(1,661)	*
Income from operations before income taxes	31,394	16,375	15,019	91.7 %	67,317	21,869	45,448	207.8 %
Income tax expense (benefit)	10,749	(2,683)	13,432	*	24,093	(227)	24,320	*
Net income	\$ 20,645	\$ 19,058	\$ 1,587	8.3 %	\$ 43,224	\$ 22,096	\$ 21,128	95.6 %
Non-GAAP financial data								
Adjusted net sales	\$ 395,724	\$ 387,069	\$ 8,655	2.2 %	\$ 1,099,329	\$ 1,154,194	\$ (54,865)	(4.8)%
Adjusted EBITDA	\$ 67,224	\$ 46,687	\$ 20,537	44.0 %	\$ 173,638	\$ 109,951	\$ 63,687	57.9 %
Adjusted EBITDA Margin	17.0%	12.1%			15.8%	9.5%		

* Not meaningful

Net sales

Net sales decreased \$36.6 million , or 8.5% to \$395.7 million for the three months ended June 24, 2016 compared to \$432.4 million for the three months ended June 26, 2015 . The decrease was primarily due to declines in sales of \$45.3 million related to the Fence and Sprinkler exit announced in the fourth quarter of fiscal 2015. These product lines were fully discontinued in the first quarter of fiscal 2016. Sales further decreased \$8.3 million due to lower net average selling prices which were impacted as a result of lower raw material prices during the period, \$1.8 million due to the impact of a stronger U.S. dollar on reported foreign currency sales and \$1.6 million due to decreased freight revenue. Partially offsetting these decreases was a \$20.4 million increase in the volume sold of the PVC electrical conduit and fittings products, metal electrical conduit and fittings products, armored cable and fittings products, international sales and construction services due to higher demand for those products and services.

Net sales decreased \$184.2 million , or 14.3% to \$1,107.1 million for the nine months ended June 24, 2016 compared to \$1,291.4 million for the nine months ended June 26, 2015 . The decrease was primarily due to declines in sales of \$129.3 million related to the Fence and Sprinkler exit , \$46.1 million due to lower average selling prices which were impacted as a result of lower raw material prices, \$7.4 million due to the impact of a stronger U.S. dollar and \$2.7 million of decreased freight revenue. Lastly, net sales declined \$1.9 million due to lower volume. Volume declined primarily due to a change in the mix of our armored cable and fittings products and our metal electrical conduit and fittings products to focus on higher margin products as part of our pricing strategy, which resulted in us accepting fewer orders from these product categories during the first half of the fiscal year. These declines were partially offset by \$3.2 million of increased sales from our APPI and SCI businesses which were acquired in the first quarter of fiscal 2015.

Cost of sales

Cost of sales decreased by \$69.4 million , or 19.6% to \$284.2 million for the three months ended June 24, 2016 compared to \$353.6 million for the three months ended June 26, 2015 . The decrease was primarily due to lower costs resulting from the Fence and Sprinkler exit of \$42.9 million and lower material costs of \$26.0 million across all of our other product categories. Certain inventory, which had been previously adjusted downward to market value, turned at its new cost basis, which favorably impacted cost of sales by \$10.2 million during the three months ended June 24, 2016 as compared to the three months ended June 26, 2015 . Additionally, freight and warehouse costs declined \$4.0 million due to our use of alternate modes and methods of transportation which provided cost savings, as well as lower overall fuel charges. Our depreciation expense decreased by \$1.6 million primarily due to property, plant, and equipment, which we ceased using in the fourth quarter of 2015 related to the exit of a manufacturing facility located in Philadelphia, PA. These assets are considered held for sale at fair value for which we stopped depreciation. Lastly, a stronger U.S. dollar provided a favorable foreign currency translation impact, lowering cost of sales by \$1.5 million. Partially offsetting these declines in cost of sales were increased costs of \$16.8 million due to higher volume of certain products.

Cost of sales decreased by \$257.6 million , or 23.6% to \$831.8 million for the nine months ended June 24, 2016 compared to \$1,089.4 million for the nine months ended June 26, 2015 . The decrease was primarily due to \$127.9 million resulting from the Fence and Sprinkler exit , \$103.0 million of lower material costs and \$9.2 million of lower freight and warehouse costs due to our use of alternate modes and methods of transportation which provided cost savings as well as lower overall fuel charges. Certain inventory, which had been previously adjusted downward to market value, turned at its new cost basis, which favorably impacted cost of sales by \$8.5 million during the nine months ended June 24, 2016 as compared to June 26, 2015 . Additionally, cost of sales decreased due to a favorable foreign exchange impact of \$6.1 million due to the strengthening of the U.S. dollar, \$4.9 million from lower depreciation expense primarily due to property, plant, and equipment which we ceased using in the fourth quarter of 2015 related to the exit of a manufacturing facility located in Philadelphia, PA. These assets are considered held for sale at fair value for which we stopped depreciation. Lastly, cost of sales decreased \$2.0 million from lower volume related to the changes in the product mix of our products sold. These decreases were partially offset by \$2.9 million of increased costs from our APPI and SCI businesses and increased other miscellaneous costs of \$1.1 million.

Gross profit

Gross profit increased by \$32.8 million , or 41.6% to \$111.5 million for the three months ended June 24, 2016 compared to \$78.7 million for the three months ended June 26, 2015 . The net increase was primarily attributable to the benefit of material costs declining in excess of the decline in sales prices, higher volume, and lower freight and warehouse costs, offset in part by the impact of our Fence and Sprinkler exit.

Gross profit increased by \$73.4 million , or 36.3% to \$275.3 million for the nine months ended June 26, 2015 compared to \$202.0 million for the nine months ended June 26, 2015 . The net increase was primarily attributable to the benefit of passing through raw material input costs and to earn a premium due to our service levels, including product availability, delivery and our ability to co-load and ship multiple products from a single order. We also experienced lower freight and warehouse costs and contribution received from our acquisitions of APPI and SCI. This increase in gross profit was offset in part by the impact of our Fence and Sprinkler exit.

Selling, general and administrative expenses

Selling, general and administrative expenses increased \$18.5 million , or 40.3% to \$64.4 million for the three months ended June 24, 2016 compared to \$45.9 million for the three months ended June 26, 2015 . The increase was primarily due to the payment of a fee to CD&R of \$12.8 million to terminate our consulting agreement with CD&R in connection with our IPO. We recorded incremental stock-based compensation expense of \$4.2 million to revalue our outstanding stock option awards. Our stock-based awards are accounted for as liability awards and require mark-to-market adjustments each period to account for the fair value of the awards. We also recorded increased expenses of \$2.3 million across a variety of expense categories and transaction costs in connection with our IPO of \$2.1 million which primarily consisted of accounting, legal and other professional fees. Partially offsetting these increases was a reduction in non-IPO related transaction costs of \$2.9 million.

Selling, general and administrative expenses increased \$31.7 million , or 24.3% to \$162.4 million for the nine months ended June 24, 2016 compared to \$130.7 million for the nine months ended June 26, 2015 . The increase was primarily due to incremental stock-based compensation expense of \$14.4 million to revalue our outstanding stock option awards. Additionally, we paid a fee to CD&R of \$12.8 million to terminate our consulting agreement with CD&R in connection with our IPO. We also recorded transaction costs in connection with our IPO of \$5.4 million which primarily consisted of accounting, legal and other professional fees and increased expenses of \$2.3 million across a variety of expense categories. Partially offsetting these increases was a reduction in non-IPO related transaction costs of \$3.2 million.

Intangible asset amortization

Intangible asset amortization expenses increased \$0.3 million , or 6.0% , to \$5.6 million for the three months ended June 24, 2016 , compared to \$5.2 million for the three months ended June 26, 2015 . The increase was due to current year amortization arising from intangible assets acquired in connection with the purchases of APPI and SCI.

Intangible asset amortization expenses increased \$0.9 million , or 5.6% , to \$16.7 million for the nine months ended June 24, 2016 , compared to \$15.8 million for the nine months ended June 26, 2015 . The increase was due to current year amortization arising from intangible assets acquired in connection with the purchases of APPI and SCI.

Operating income

Operating income increased \$14.0 million , or 50.7% , to \$41.6 million for the three months ended June 24, 2016 compared to \$27.6 million for the three months ended June 26, 2015 . The increase was due primarily to expanded gross profit of \$32.8 million offset in part by an increase in selling, general, and administrative expenses of \$18.5 million and intangible asset amortization of \$0.3 million .

Operating income increased \$40.8 million or 73.5% to \$96.3 million for the nine months ended June 24, 2016 compared to \$55.5 million for the nine months ended June 26, 2015 . The increase was due primarily to expanded gross profit of \$73.4 million offset in part by an increase in selling, general, and administrative expenses of \$31.7 million and intangible asset amortization of \$0.9 million .

Interest expense, net

Interest expense, net, decreased \$1.0 million , or 9.3% to \$10.2 million for the three months ended June 24, 2016 compared to \$11.2 million for the three months ended June 26, 2015 . Interest expense, net, decreased \$3.0 million , or 8.9% to \$30.6 million for the nine months ended June 24, 2016 compared to \$33.6 million for the nine months ended June 26, 2015 . These decrease s were due primarily to higher interest expense in fiscal year 2015 from borrowings against the asset-based credit facility ("ABL Credit Facility"). There were no amounts outstanding under the ABL Credit Facility during the three and nine months ended June 24, 2016 . Additionally, interest expense decreased due to the redemption of \$17.0 million of the Second Lien Term Loan Facility during the nine months ended June 24, 2016 .

Gain on extinguishment of debt

On January 22, 2016 , AII redeemed \$17.0 million outstanding under the Second Lien Term Loan Facility at a redemption price of 89.00% of the par value, and \$2.0 million at a redemption price of 89.75% of the par value. We recorded a gain on the extinguishment of debt of \$1.7 million during the three months ended March 25, 2016. There were no gains or losses recorded during the three months ended June 24, 2016 or nine months ended June 26, 2015 .

Income tax expense (benefit)

For the three months ended June 24, 2016 , our income tax expense was \$10.7 million . For the three months ended June 26, 2015 , our income tax benefit was \$2.7 million . The increase in the income tax expense for the three months ended June 24, 2016 was primarily a result of increased earnings in the U.S. which are subject to a higher tax rate, increased state tax expense and non-deductible transaction costs related to our IPO. Additionally, for the three months ended June 26, 2015 , the income tax benefit reflects the release of indemnified liabilities.

For the nine months ended June 24, 2016 , our income tax expense was \$24.1 million . For the nine months ended June 26, 2015 , our income tax benefit was \$0.2 million . The increase in the income tax expense for the nine months ended June 24, 2016 was primarily a result of increased earnings in the U.S. which are subject to a higher tax rate, increased state tax expense and non-deductible transactions costs related to our IPO. Additionally, for the nine months ended June 26, 2015, the income tax benefit reflects the release of indemnified liabilities.

Net income

Net income increased by \$1.6 million , or 8.3% to \$20.6 million for the three months ended June 24, 2016 compared to \$19.1 million for the three months ended June 26, 2015 . The increase was due to higher operating income before taxes of \$14.0 million and lower interest expense of \$1.0 million offset partially by an increase in income tax expenses of \$13.4 million .

Net income increased by \$21.1 million , or 95.6% to \$43.2 million for the nine months ended June 24, 2016 compared to \$22.1 million for the nine months ended June 26, 2015 . The increase was due to increased operating income before taxes of \$40.8 million . Additionally, the redemption of \$17.0 million outstanding under the Second Lien Term Loan Facility resulted in lower interest expense of \$3.0 million and a gain on extinguishment of debt of \$1.7 million . The increase to net income was partially offset partially by an increase in income tax expense of \$24.3 million .

Adjusted EBITDA

Adjusted EBITDA increased by \$20.5 million , or 44.0% for the three months ended June 24, 2016 and \$63.7 million , or 57.9% for the nine months ended June 24, 2016 . The increase was due primarily to higher volume at higher gross margins. Our average raw material prices decreased approximately 27% for the three and nine months ended June 24, 2016 compared to the same periods in the prior year. Our strategic pricing initiatives allow us to pass through raw material input costs and to earn a premium from meeting customer expectations of product availability, delivery service, levels and co-loading capabilities. Additionally, Adjusted EBITDA increased due to improved productivity in manufacturing and lower freight and warehouse costs due to process improvements.

Segment results

Electrical Raceway

(\$ in thousands)	Three Months Ended				Nine months ended			
	June 24, 2016	June 26, 2015	Change	% Change	June 24, 2016	June 26, 2015	Change	% Change
Net sales	\$ 259,826	\$ 251,868	\$ 7,958	3.2%	\$ 714,724	\$ 750,983	\$ (36,259)	(4.8)%
Adjusted EBITDA	\$ 52,438	\$ 31,100	\$ 21,338	68.6%	\$ 129,057	\$ 73,780	\$ 55,277	74.9 %
Adjusted EBITDA margin	20.2%	12.3%			18.1%	9.8%		

Net sales

Net sales increased \$8.0 million , or 3.2% , to \$259.8 million for the three months ended June 24, 2016 compared to \$251.9 million for the three months ended June 26, 2015 . The increase was due primarily to higher net volume of \$13.4 million related to increases in our PVC electrical conduit and fittings products, metal electrical conduit and fittings products and armored cable product categories. Partially offsetting these increases were lower average selling prices of \$5.0 million and a negative foreign currency translation impact of \$0.4 million due to a strengthened U.S. dollar.

Net sales declined \$36.3 million , or 4.8% , to \$714.7 million for the nine months ended June 24, 2016 compared to \$751.0 million for the nine months ended June 26, 2015 . The decrease was due primarily to lower average selling prices of \$32.4 million and lower volume of \$4.7 million primarily due to a change in the mix of our armored cable and fittings products and our metal electrical conduit and fittings products to focus on higher margin products as part of our pricing strategy, which resulted in us accepting fewer orders from these product categories during the first half of the year. Additionally, net sales declined due to negative foreign currency translation impact of \$2.5 million due to a strengthened U.S. dollar. This decrease is offset in part by increased sales of \$3.2 million from our APPI and SCI businesses and lower freight revenue of \$0.1 million.

Adjusted EBITDA

Adjusted EBITDA for the three months ended June 24, 2016 increased \$21.3 million , or 68.6% , to \$52.4 million from \$31.1 million . Adjusted EBITDA for the nine months ended June 24, 2016 increased \$55.3 million , or 74.9% , to \$129.1 million from \$73.8 million . The primary driver of the year-over-year improvements was gross profit expansion due to our ability to execute our strategic pricing strategy which includes improved delivery, quality and service.

(\$ in thousands)	Three Months Ended				Nine months ended			
	June 24, 2016	June 26, 2015	Change	% Change	June 24, 2016	June 26, 2015	Change	% Change
Net sales	\$ 136,482	\$ 180,863	\$ (44,381)	(24.5)%	\$ 393,829	\$ 541,211	\$ (147,382)	(27.2)%
Impact of Fence and Sprinkler exit		(45,298)	45,298	*	(7,816)	(137,160)	129,344	*
Adjusted net sales	\$ 136,482	\$ 135,565	\$ 917	0.7 %	\$ 386,013	\$ 404,051	\$ (18,038)	(4.5)%
Adjusted EBITDA	\$ 23,024	\$ 22,301	\$ 723	3.2 %	\$ 64,725	\$ 52,857	\$ 11,868	22.5 %
Adjusted EBITDA margin	16.9%	16.5%			16.8%	13.1%		

* Not meaningful

Net sales

Net sales declined \$44.4 million , or 24.5% , for the three months ended June 24, 2016 to \$136.5 million compared to \$180.9 million for the three months ended June 26, 2015 . The decrease was primarily due to declines in sales of \$45.3 million related to the Fence and Sprinkler exit. Net sales further declined \$3.0 million due to lower average selling prices, \$1.6 million from lower freight revenue and \$1.5 million due to negative foreign currency translation impact from a strengthened U.S. dollar. Partially offsetting the declines was higher volume of \$7.0 million primarily from our international locations and construction services.

Net sales declined \$147.4 million , or 27.2% , for the nine months ended June 24, 2016 to \$393.8 million compared to \$541.2 million for the nine months ended June 26, 2015 . The decrease was primarily due to declines in sales of \$129.3 million related to the Fence and Sprinkler exit and \$12.5 million due to lower average selling prices. Net sales also declined due to negative foreign currency translation impact of \$4.9 million, lower freight revenue of \$2.8 and \$0.3 million of lower other sales. Partially offsetting these declines was higher volume of \$2.4 million.

Adjusted EBITDA

Adjusted EBITDA increased \$0.7 million , or 3.2% , to \$23.0 million from \$22.3 million for the three months ended June 24, 2016 . Adjusted EBITDA increased \$11.9 million , or 22.5% , to \$64.7 million from \$52.9 million for the nine months ended June 24, 2016 . The expansion of our Adjusted EBITDA was due to our ability to maintain an average selling price that declined less than the decrease in raw material costs as well as lower freight and warehouse costs due to process improvements.

Liquidity and Capital Resources

We believe we have sufficient liquidity to support our ongoing operations and to invest in future growth and create value for stockholders. Our cash and cash equivalents were \$131.1 million as of June 24, 2016 , of which \$23.0 million was held at non-U.S. subsidiaries. Those cash balances at foreign subsidiaries may be subject to U.S. or local country taxes if the Company's intention to permanently reinvest such income were to change and cash was repatriated to the U.S. Our cash and cash equivalents increased \$50.5 million from September 25, 2015 .

In general, we require cash to fund working capital, capital expenditures, debt repayment, interest payments and taxes. We have access to the ABL Credit Facility to fund operational needs. As of June 24, 2016, there were no outstanding borrowings under the ABL Credit Facility (excluding \$17.9 million of letters of credit issued under the ABL Credit Facility), and the borrowing base was estimated to be \$262.6 million. As outstanding letters of credit count as utilization of the ABL Credit Facility and reduce the amount available for borrowings, approximately \$244.7 million was available under our ABL Credit Facility as of June 24, 2016. The agreements governing the Credit Facilities contain covenants that limit or restrict AII's ability to incur additional indebtedness, repurchase debt, incur liens, sell assets, make certain payments (including dividends) and enter into transactions with affiliates. AII has been in compliance with the covenants under the agreements for all periods presented.

We may from time to time repurchase our debt or take other steps to reduce our debt. These actions may include open market repurchases, negotiated repurchases or opportunistic refinancing of debt. The amount of debt, if any, that may be repurchased or refinanced will depend on market conditions, trading levels of our debt, our cash position, compliance with debt covenants and other considerations. Our affiliates may also purchase our debt from time to time, through open market purchases or other transactions.

Our use of cash may fluctuate during the year and from year to year due to differences in demand and changes in economic conditions primarily related to the prices of commodities we purchase.

Capital expenditures have historically been necessary to expand and update the production capacity and improve the productivity of our manufacturing operations. Our ongoing liquidity needs are expected to be funded by cash on hand, net cash provided by operating activities and, as required, borrowings under the Credit Facilities. We expect that cash provided from operations and available capacity under the ABL Credit Facility will provide sufficient funds to operate our business, make expected capital expenditures and meet our liquidity requirements for at least the next twelve months, including payment of interest and principal on our debt.

Limitations on Distributions and Dividends by Subsidiaries

Atkore and AII are each holding companies, and as such have no independent operations or material assets other than ownership of equity interests in their respective subsidiaries. Each company depends on its respective subsidiaries to distribute funds to them so that they may pay obligations and expenses, including satisfying obligations with respect to indebtedness. The ability of our subsidiaries to make distributions and dividends to us depends on their operating results, cash requirements and financial and general business conditions, as well as restrictions under the laws of our subsidiaries' jurisdictions.

The agreements governing the Credit Facilities significantly restrict the ability of our subsidiaries, including AII, to pay dividends, make loans or otherwise transfer assets from Atkore International and, in turn, to us. Further, AII's subsidiaries are permitted under the terms of the Credit Facilities to incur additional indebtedness that may restrict or prohibit the making of distributions, the payment of dividends or the making of loans by such subsidiaries to AII and, in turn, to us. The First Lien Term Loan Facility and Second Lien Term Loan Facility require AII to meet a certain consolidated coverage ratio on an incurrence basis in connection with additional indebtedness. The ABL Credit Facility contains limits on additional indebtedness based on various conditions for incurring the additional debt. See "Note 8. Debt" in the notes to the condensed consolidated financial statements.

The table below summarizes cash flow information derived from our statements of cash flows for the periods indicated:

(in thousands)	Nine months ended	
	June 24, 2016	June 26, 2015
Cash flows provided by (used in):		
Operating activities	\$ 85,018	\$ 30,223
Investing activities	(12,976)	(45,174)
Financing activities	(21,667)	16,276

Operating activities

During the nine months ended June 24, 2016, \$85.0 million was provided by operating activities compared to \$30.2 million during the nine months ended June 26, 2015. The \$54.8 million increase was due to improved operating income and lower working capital investments primarily due to an increase in days payable outstanding offset by an increase in the days sales outstanding.

Investing activities

During the nine months ended June 24, 2016, the Company used \$13.0 million for investing activities compared to \$45.2 million during the nine months ended June 26, 2015.

The majority of the cash used in fiscal year 2015 was to fund the acquisitions of APPI and SCI. In aggregate, the Company paid \$31.3 million for both businesses. There were no acquisitions during the nine months ended June 24, 2016. Additionally, the Company invested \$13.5 million compared to \$20.6 million during the nine months ended June 24, 2016 and June 26, 2015, respectively for capital expenditures representing our enhancements of our manufacturing and distribution operations as well as replacement and maintenance of existing equipment and facilities. During the nine months ended June 24, 2016, the Company received \$0.5 million related to the sale of a building previously classified as an asset held for sale in Madison, Indiana during fiscal 2013 compared to \$4.5 million received during the nine months ended June 26, 2015 representing the fourth installment related to the sale of the Company's subsidiary in Brazil in September 2013 and \$2.3 million related to the divestiture of our joint venture in Saudi Arabia.

Financing Activities

During the nine months ended June 24, 2016, the Company used \$21.7 million for financing activities compared to \$16.3 million provided during the nine months ended June 26, 2015. For the nine months ended June 24, 2016, AII redeemed \$17.0 million outstanding under the Second Lien Term Loan Facility at a redemption price of 89.00% of the par value, and \$2.0 million at a redemption price of 89.75% of the par value. We had no borrowings outstanding under the ABL Credit Facility during the nine months ended June 24, 2016, compared to \$19.0 million net borrowings outstanding under the ABL Credit Facility during the nine months ended June 26, 2015. The borrowings under the ABL Credit Facility during fiscal year 2015 were mainly to fund the total \$31.3 million consideration to acquire SCI and APPI.

Change in Critical Accounting Policies and Estimates

There have been no material changes in our critical accounting policies and estimates since the filing of our IPO Final Prospectus.

Recent Accounting Standards

See “Note 1. Basis of Presentation and Summary of Significant Accounting Policies” in the notes to the condensed consolidated financial statements.

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements and cautionary statements. Some of the forward-looking statements can be identified by the use of forward-looking terms such as “believes,” “expects,” “may,” “will,” “shall,” “should,” “would,” “could,” “seeks,” “aims,” “projects,” “is optimistic,” “intends,” “plans,” “estimates,” “anticipates” or other comparable terms. Forward-looking statements include, without limitation, all matters that are not historical facts. They appear in a number of places throughout this Quarterly Report on Form 10-Q and include, without limitation, statements regarding our intentions, beliefs, assumptions or current expectations concerning, among other things, financial position; results of operations; cash flows; prospects; growth strategies or expectations; customer retention; the outcome (by judgment or settlement) and costs of legal, administrative or regulatory proceedings, investigations or inspections, including, without limitation, collective, representative or class action litigation; and the impact of prevailing economic conditions.

Forward-looking statements are subject to known and unknown risks and uncertainties, many of which may be beyond our control. We caution you that forward-looking statements are not guarantees of future performance or outcomes and that actual performance and outcomes, including, without limitation, our actual results of operations, financial condition and liquidity, and the development of the market in which we operate, may differ materially from those made in or suggested by the forward-looking statements contained in this prospectus. In addition, even if our results of operations, financial condition and cash flows, and the development of the market in which we operate, are consistent with the forward-looking statements contained in this prospectus, those results or developments may not be indicative of results or developments in subsequent periods. A number of important factors, including, without limitation, the risks and uncertainties discussed under the caption “Risk Factors” in the IPO Final Prospectus and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” above, could cause actual results and outcomes to differ materially from those reflected in the forward-looking statements. Additional factors that could cause actual results and outcomes to differ from those reflected in forward-looking statements include, without limitation:

- declines in, and uncertainty regarding, the general business and economic conditions in the U.S. and international markets in which we operate;
- weakness or another downturn in the U.S. non-residential construction industry;
- changes in prices of raw materials;

- pricing pressure, reduced profitability, or loss of market share due to intense competition;
- availability and cost of third-party freight carriers and energy;
- high levels of imports of products similar to those manufactured by us;
- changes in federal, state, local and international governmental regulations and trade policies;
- adverse weather conditions;
- failure to generate sufficient cash flow from operations or to raise sufficient funds in the capital markets to satisfy existing obligations and support the development of our business;
- increased costs relating to future capital and operating expenditures to maintain compliance with environmental, health and safety laws;
- reduced spending by, deterioration in the financial condition of, or other adverse developments with respect to, one or more of our top customers;
- increases in our working capital needs, which are substantial and fluctuate based on economic activity and the market prices for our main raw materials, including as a result of failure to collect, or delays in the collection of, cash from the sale of manufactured products;
- work stoppage or other interruptions of production at our facilities as a result of disputes under existing collective bargaining agreements with labor unions or in connection with negotiations of new collective bargaining agreements, as a result of supplier financial distress, or for other reasons;
- challenges attracting and retaining key personnel or high-quality employees;
- changes in our financial obligations relating to pension plans that we maintain in the United States;
- reduced production or distribution capacity due to interruptions in the operations of our facilities or those of our key suppliers;
- loss of a substantial number of our third-party agents or distributors or a dramatic deviation from the amount of sales they generate;
- security threats, attacks, or other disruptions to our information systems, or failure to comply with complex network security, data privacy and other legal obligations or the failure to protect sensitive information;
- possible impairment of goodwill or other long-lived assets as a result of future triggering events, such as declines in our cash flow projections or customer demand;
- safety and labor risks associated with the manufacture and in the testing of our products;
- product liability, construction defect and warranty claims and litigation relating to our various products, as well as government inquiries and investigations, and consumer, employment, tort and other legal proceedings;
- our ability to protect our intellectual property and other material proprietary rights;
- risks inherent in doing business internationally;
- our inability to introduce new products effectively or implement our innovation strategies;
- the inability of our customers to pay off the credit lines extended to them by us in a timely manner and the negative impact on customer relations resulting from our collections efforts with respect to non-paying or slow-paying customers;
- the incurrence of liabilities and the issuance of additional debt or equity in connection with acquisitions, joint ventures or divestitures;
- failure to manage acquisitions successfully, including identifying, evaluating, and valuing acquisition targets and integrating acquired companies, businesses or assets;
- the incurrence of liabilities in connection with violations of the FCPA and similar foreign anti-corruption laws;
- the incurrence of additional expenses, increase in complexity of our supply chain and potential damage to our reputation with customers resulting from regulations related to “conflict minerals”;
- disruptions or impediments to the receipt of sufficient raw materials resulting from various anti-terrorism security measures;
- restrictions contained in our debt agreements;
- failure to generate cash sufficient to pay the principal of, interest on, or other amounts due on our debt;
- the significant influence the CD&R Investor will have over corporate decisions; and
- other factors described in this report and from time to time in documents that we file with the SEC.

You should read this Quarterly Report on Form 10-Q completely and with the understanding that actual future results may be materially different from expectations. All forward-looking statements attributable to us or persons acting on our behalf that are made in this prospectus are qualified in their entirety by these cautionary statements. These forward-looking statements are made only as of the date of this Quarterly Report on Form 10-Q, and we do not undertake any obligation, other than as may be required by law, to update or revise any forward-looking or cautionary statements to reflect changes in assumptions, the occurrence of events, unanticipated or otherwise, and changes in future operating results over time or otherwise.

Comparisons of results for current and any prior periods are not intended to express any future trends, or indications of future performance, unless expressed as such, and should only be viewed as historical data.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

There have been no material changes from the information provided in the IPO Final Prospectus.

Item 4. Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of the end of the period covered by this report. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q were effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

For a discussion of certain litigation involving the Company, see " Note 15. Commitments and Contingencies " to the Condensed Consolidated Financial Statements.

Item 1A. Risk Factors

There have been no material changes to the risk factors disclosed in the IPO Final Prospectus.

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

None.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

- 3.1 Second Amended and Restated Certificate of Incorporation of Atkore International Group Inc., is incorporated by reference to Exhibit 3.1 to the Registration Statement on Form S-8 of Atkore International Group Inc., Registration No. 333-212045 (the "Form S-8").
- 3.2 Second Amended and Restated By-Laws of Atkore International Group Inc., is incorporated by reference to Exhibit 3.2 to the Form S-8.
- 4.1 Form of Common Stock Certificate of Atkore International Group Inc., is incorporated by reference to Exhibit 4.1 to the Registration Statement on Form S-1 of Atkore International Group Inc., Registration No. 333-209940 (the "Form S-1").
- 10.1# Stockholders Agreement, dated as of June 10, 2016, by and among Atkore International Group Inc. and CD&R Allied Holdings, L.P.
- 10.2# Registration Rights Agreement, dated as of June 9, 2016, by and among Atkore International Group Inc. and CD&R Allied Holdings, L.P.
- 10.3# Consulting Agreement Termination Letter Agreement, dated June 9, 2016, by and among Atkore International Group Inc., Atkore International Holdings Inc., Atkore International, Inc. and Clayton, Dubilier & Rice, LLC.
- 10.4* Form of Director Indemnification Agreement, is incorporated by reference to Exhibit 10.25 to the Form S-1.
- 10.5* Form of Employee Stock Option Agreement under the 2016 Omnibus Incentive Plan, is incorporated by reference to Exhibit 10.28.1 to the Form S-1.
- 10.5.1* Form of Employee Restricted Stock Agreement under the 2016 Omnibus Incentive Plan, is incorporated by reference to Exhibit 10.28.2 to the Form S-1.
- 10.5.2* Atkore International Group Inc. Non-Employee Director Compensation Program, is incorporated by reference to Exhibit 10.29 to the Form S-1.
- 10.5.3* Form of Director Restricted Stock Unit Agreement under the 2016 Omnibus Incentive Plan, is incorporated by reference to Exhibit 10.30 to the Form S-1.
- 31.1# Certification of Chief Executive Officer Pursuant to Exchange Act Rule 13a - 14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 31.2# Certification of Chief Financial Officer Pursuant to Exchange Act Rule 13a - 14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 32.1# Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2# Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 101.INS# XBRL Instance Document
- 101.SCH# XBRL Taxonomy Schema Linkbase Document
- 101.CAL# XBRL Taxonomy Calculation Linkbase Document
- 101.DEF# XBRL Taxonomy Definition Linkbase Document
- 101.LAB# XBRL Taxonomy Labels Linkbase Document
- 101.PRE# XBRL Taxonomy Presentation Linkbase Document

Filed herewith

* Denotes management compensatory plan, contracts or arrangements.

SIGNATURES

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

ATKORE INTERNATIONAL GROUP INC.

(Registrant)

Date: August 2, 2016

By: /s/ James A. Mallak

Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

STOCKHOLDERS AGREEMENT
of
ATKORE INTERNATIONAL GROUP INC.

Dated as of June 10, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	1
1.1 Certain Defined Terms	1
1.2 Other Definitional Provisions	4
ARTICLE II CORPORATE GOVERNANCE	4
2.1 Board Representation	4
2.2 Available Financial Information	6
2.3 Other Information	8
2.4 Access	8
2.5 Termination of Rights	9
ARTICLE III MISCELLANEOUS	9
3.1 Confidentiality	9
3.2 Amendments and Waivers	9
3.3 Successors, Assigns and Permitted Transferees	9
3.4 Notices	10
3.5 Further Assurances	10
3.6 Entire Agreement; No Third Party Beneficiaries	11
3.7 Restrictions on Other Agreements; By-laws	11
3.8 Governing Law	11
3.9 Jurisdiction and Forum; Waiver of Jury Trial	11
3.10 Severability	11
3.11 Enforcement	12
3.12 Titles and Subtitles	12
3.13 Effectiveness	12
3.14 No Recourse	12
3.15 Counterparts; Facsimile Signatures	12
Exhibit A - Joinder Agreement	

THIS STOCKHOLDERS AGREEMENT is entered into as of June 10, 2016, by and among Atkore International Group Inc., a Delaware corporation (and any successor in interest thereto, the “Company”), CD&R Allied Holdings, L.P., a Cayman Islands exempted limited partnership (and any successor in interest thereto, the “CD&R Investor”) and any Person who executes a Joinder Agreement in the form of Exhibit A hereto (each, a “Stockholder” and collectively, the “Stockholders”). Capitalized terms used herein without definition shall have the meanings set forth in Section 1.1.

RECITALS

WHEREAS, the Company intends to undertake an underwritten initial public offering (the “IPO”) of Common Stock; and

WHEREAS, in connection with the IPO, and effective as of the date of the initial listing (the “Listing Date”) of the Common Stock on the New York Stock Exchange (the “NYSE”), the Company and the CD&R Investor wish to set forth their respective rights and obligations on and after the Listing Date, including with respect to certain governance matters.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto hereby agree as follows:

Article I

DEFINITIONS

1.1

Certain Defined Terms. As used herein, the following terms shall have the following meanings:

“Affiliate” means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person directly or indirectly owning or controlling 10% or more of any class of outstanding voting securities of such Person or (iii) any officer, director, general partner or trustee of any such Person described in clause (i) or (ii).

“Agreement” means this Stockholders Agreement, as amended from time to time in accordance with Section 3.2.

“Annual Budget” has the meaning given to such term in Section 2.2(b).

“ Applicable Law ” means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes or orders of any Governmental Entity, (ii) any consents or approvals of any Governmental Entity and (iii) any orders, decisions, injunctions, judgments, awards, decrees of or agreements with any Governmental Entity.

“ beneficial owner ” or “ beneficially own ” has the meaning given such term in Rule 13d-3 under the Exchange Act and a Person’s beneficial ownership of Common Stock or other voting securities of the Company shall be calculated in accordance with the provisions of such Rule.

“ Board ” means the Board of Directors of the Company.

“ By-laws ” means the Second Amended and Restated By-laws of the Company, as in effect on the date hereof and as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and the terms of the Charter.

“ CD&R Designee ” has the meaning given to such term in Section 2.1(b).

“ CD&R Investor ” has the meaning given to such term in the Preamble.

“ Chairman ” has the meaning given to such term in Section 2.1(e).

“ Charter ” means the Second Amended and Restated Certificate of Incorporation of the Company, as in effect on the date hereof and as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“ Common Stock ” means the shares of common stock, par value \$0.01 per share, of the Company including any shares of capital stock into which Common Stock may be converted (as a result of recapitalization, share exchange or similar event) or are issued with respect to Common Stock, including with respect to any stock split or stock dividend, or a successor security.

“ Company ” has the meaning given to such term in the Preamble.

“ control ” (including the terms “ controlling ”, “ controlled by ” and “ under common control with ”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

“ Director ” means any member of the Board.

“ Exchange Act ” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“ GAAP ” means generally accepted accounting principles, as in effect in the United States of America from time to time.

“ Governmental Entity ” means any federal, state, local or foreign court, legislative, executive or regulatory authority or agency.

“ Group ” has the meaning given to such term in Section 13(d)(3) of the Exchange Act.

“ Information ” means all confidential information about the Company or any of its Subsidiaries that is or has been furnished to any Stockholder or any of its Representatives by or on behalf of the Company or any of its Subsidiaries, or any of their respective Representatives, whether written or oral or in electronic or other form and whether prepared by the Company, its Representatives or otherwise, together with all written or electronically stored documentation prepared by such Stockholder or its Representatives based on or reflecting, in whole or in part, such information; provided that the term “Information” does not include any information that (i) is or becomes generally available to the public through no action or omission by such Stockholder or its Representatives, (ii) is or becomes available to such Stockholder on a non-confidential basis from a source, other than the Company or any of its Subsidiaries, or any of their respective Representatives, that to such Stockholder’s knowledge, after reasonable inquiry, is not prohibited from disclosing such portions to such Stockholder by a contractual, legal or fiduciary obligation, (iii) is independently developed by a Stockholder or its Representatives or Affiliates on its own behalf without use of any of the confidential information or (iv) was in such Stockholder’s, its Affiliates’ or its Representatives’ possession prior to the date of this Agreement.

“ IPO ” has the meaning set forth in the Recitals.

“ Listing Date ” has the meaning set forth in the Recitals.

“ NYSE ” has the meaning set forth in the Recitals.

“ Permitted Transferee ” means with respect to any Stockholder, an Affiliate of such Stockholder, including to any investment fund or other entity controlled or managed by, or under common control or management with, such Stockholder; provided, however, that any such transferee agrees in a writing in the form attached as Exhibit A hereto to be bound by and to comply with all applicable provisions of this Agreement. Any Stockholder shall also be a Permitted Transferee of the Permitted Transferees or itself.

“ Person ” means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivisions thereof or any Group comprised of any two or more of the foregoing.

“ Representatives ” means with respect to any Person, any of such Person’s, or its Affiliates’, directors, officers, employees, general partners, Affiliates, direct or indirect shareholders, members or limited partners, attorneys, accountants, financial and other advisers, and other agents and representatives, including in the case of the CD&R Investor, any person designated for nomination by the Board as a Director by the CD&R Investor.

“ Stockholder ” and “ Stockholders ” have the meanings given to such terms in the Preamble.

“ Subsidiary ” means, with respect to any Person, any corporation, entity or other organization whether incorporated or unincorporated, of which (i) such first Person directly or indirectly owns or controls at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions or (ii) such first Person is a general partner, managing member or otherwise exercises similar management control.

“ Transfer ” means, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares of Common Stock beneficially owned by a Person or any interest in any shares of Common Stock beneficially owned by a Person.

1.2

Other Definitional Provisions.

(a)

The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article and Section references are to this Agreement unless otherwise specified. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

(b)

The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

ARTICLE II

CORPORATE GOVERNANCE

2.1

Board Representation.

(c)

Following the Listing Date, the CD&R Investor shall have the right, but not the obligation, to designate for nomination by the Board as Directors a number of designees equal to at least: (i) at least a majority of the total number of Directors comprising the Board at such time as long as the CD&R Investor beneficially owns at least 50% of the outstanding shares of the Common Stock; (ii) at least 40% of the total number of Directors comprising the Board at such time as long as the CD&R Investor beneficially owns at least 40% but less than 50% of the outstanding shares of the Common Stock; (iii) at least 30% of the total number of Directors comprising the Board at such time as long as the CD&R Investor beneficially owns at least 30% but less than 40% of the outstanding shares of the Common Stock; (iv) at least 20% of the total number of Directors comprising the Board at such time as long as the CD&R Investor beneficially owns at least 20% but less than 30% of the outstanding shares of the Common Stock; and (v) at least 5% of the total number of Directors comprising the Board at such time as long as the CD&R Investor beneficially owns at least 5% but less than 20% of the outstanding shares of the Common Stock. For purposes of calculating the number of CD&R Designees that the CD&R Investor is entitled to designate for nomination pursuant to the formula outlined above, any fractional amounts would be rounded up to the nearest whole number and the calculation would be made on a pro forma basis after taking into account any increase in the size of the Board.

(d)

In the event that the CD&R Investor has designated for nomination by the Board less than the total number of designees the CD&R Investor shall be entitled to designate for nomination pursuant to Section 2.1(a), the CD&R Investor shall have the right, at any time, to designate for nomination such additional designees to which it is entitled, in which case, the Company and the Directors shall take all necessary corporation action, to the fullest extent permitted by Applicable Law (including with respect to any fiduciary duties under Delaware law), to (x) enable the CD&R Investor to designate for nomination and effect the election or appointment of such additional individuals, whether by increasing the size of the Board, or otherwise, and (y) to designate such additional individuals designated for nomination by the CD&R Investor to fill such newly-created vacancies or to fill any other existing vacancies. Each such individual whom the CD&R Investor shall actually designate for nomination pursuant to this Section 2.1 and who is thereafter elected to the Board to serve as a Director shall be referred to herein as a “ CD&R Designee .”

(e)

In the event that a vacancy is created at any time by the death, retirement or resignation of any Director designated by the CD&R Investor pursuant to this Section 2.1, the remaining Directors and the Company shall, to the fullest extent permitted by Applicable Law (including with respect to any fiduciary duties under Delaware law), cause the vacancy created thereby to be filled by a new designee of the CD&R Investor, if such Director was designated by the CD&R Investor, as soon as possible, and the Company hereby agrees to take, to the fullest extent permitted by Applicable Law (including with respect to any fiduciary duties under Delaware law), at any time and from time to time, all actions necessary to accomplish the same.

(f)

The Company agrees, to the fullest extent permitted by Applicable Law (including with respect to any fiduciary duties under Delaware law), to include in the slate of nominees recommended by the Board for election at any meeting of stockholders called for the purpose of electing Directors the individuals designated pursuant to this Section 2.1 and to nominate and recommend each such individual to be elected as a Director as provided herein, and to solicit proxies or consents in favor thereof. The Company is entitled to identify such individual as a CD&R Designee pursuant to this Agreement.

(g)

For so long as the CD&R Investor beneficially owns at least 25% of the outstanding shares of the Common Stock, a CD&R Designee shall serve as the Chairman of the Board (“ Chairman ”) and in such capacity as Chairman shall preside over meetings of the Board and the stockholders, among other duties.

(h)

Insofar as the Company is or becomes subject to requirements under Applicable Law or the regulations of any self-regulatory organization, including the NYSE or such other national securities exchange upon which the Common Stock is listed to which the Company is then subject, relating to the composition of the Board or committees thereof, their respective responsibilities or the qualifications of their respective members, the CD&R Investor shall cooperate in good faith to select for nomination its designees to the Board under this Section 2.1 so as to permit the Company to comply with all such applicable requirements.

(i)

No CD&R Designee shall be paid any fee (or provided any equity-based compensation) for service as Director or member of any committee of the Board, unless otherwise determined by the Board; provided that each CD&R Designee shall be entitled to reimbursement by the Company for reasonable expenses incurred while traveling to and from Board and committee meetings as well as travel for other business related to his or her service on the Board or committees thereof, subject to any maximum reimbursement obligations as may be established by the Board from time to time. Notwithstanding the foregoing, any CD&R Designee whom the Board determines to be “independent” as defined under NYSE and Exchange Act rules and regulations shall be entitled to compensation in accordance with the Company’s Independent Director Compensation Program.

2.2

Available Financial Information. Upon written request of the CD&R Investor, the Company will deliver, or cause to be delivered, to the CD&R Investor or its designated Representative:

(a)

as soon as available after the end of each month and in any event within 30 days thereafter, a consolidated balance sheet of the Company and its Subsidiaries as of the end of such month and consolidated statements of operations, income, cash flows, retained earnings and stockholders’ equity of the Company and its Subsidiaries, for each month and for the current fiscal year of the Company to date, prepared in accordance with GAAP (subject to normal year-end audit adjustments and the absence of notes thereto), together with a comparison of such statements to the corresponding periods of the prior fiscal year and to the Company’s business plan then in effect and approved by the Board;

(b)

an annual budget, a business plan and financial forecasts for the Company for the next fiscal year of the Company (the “Annual Budget”), no later than 30 days before the beginning of the Company’s next fiscal year, in such manner and form as approved by the Board, which shall include at least a projection of income and a projected cash flow statement for each fiscal quarter in such fiscal year and a projected balance sheet as of the end of each fiscal quarter in such fiscal year, in each case prepared in reasonable detail, with appropriate presentation and discussion of the principal assumptions upon which such budgets and projections are based, which shall be accompanied by the statement of the chief executive officer or chief financial officer or equivalent officer of the Company to the effect that such budget and projections are based on reasonable and good faith estimates and assumptions made by the management of the Company for the respective periods covered thereby; it being recognized by such holders that such budgets and projections as to future events are not to be viewed as facts and that actual results during the period or periods covered by them may differ from the projected results. Any material changes in such Annual Budget shall be delivered to the CD&R Investor as promptly as practicable after such changes have been approved by the Board;

(c)

as soon as available after the end of each fiscal year of the Company, and in any event within 90 days thereafter, (i) the annual financial statements required to be filed by the Company pursuant to the Exchange Act, (ii) a consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal year, and consolidated statements of income, retained earnings and cash flows of the Company and its Subsidiaries for such year, prepared in accordance with GAAP and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and accompanied by the opinion of independent public accountants of recognized national standing selected by the Company and (iii) a Company-prepared comparison to the Annual Budget for such year as approved by the Board; and

(d)

as soon as available after the end of the first, second and third quarterly accounting periods in each fiscal year of the Company, and in any event within 45 days thereafter, (i) the quarterly financial statements required to be filed by the Company pursuant to the Exchange Act, (ii) a consolidated balance sheet of the Company and its Subsidiaries as of the end of each such quarterly period, and consolidated statements of income, retained earnings and cash flows of the Company and its Subsidiaries for such period and for the current fiscal year to date, prepared in accordance with GAAP (subject to normal year-end audit adjustments and the absence of notes thereto) and (iii) a Company-prepared comparison to the corresponding periods of the previous fiscal year and to the Annual Budget then in effect as approved by the Board, all of the information to be provided pursuant to this Section 2.2(d) in reasonable detail and certified by the principal financial or accounting officer of the Company.

(e)

Notwithstanding anything to the contrary in Sections 2.2(c) and (d), the Company may satisfy its obligations thereunder (other than its obligations under Sections 2.2(c)(iii) and 2.2(d)(iii)) by (i) providing the financial statements of any wholly-owned Subsidiary of the Company to the extent such financial statements reflect the entirety of the operations of the business or (ii) filing such financial statements of the Company or any wholly-owned Subsidiary of the Company whose financial statements satisfy the requirements of clause (i), as applicable, with the U.S. Securities and Exchange Commission on EDGAR or in such other manner as makes them publicly available. The Company's obligation to furnish the materials described in Sections 2.2(c) and (d) shall be satisfied so long as it transmits such materials to the CD&R Investor within the time periods specified therein, notwithstanding that such materials may actually be received after the expiration of such periods.

2.3

Other Information. The Company covenants and agrees to deliver to the CD&R Investor, upon written request, so long as the CD&R Investor shall beneficially own at least 5% of the outstanding shares of Common Stock, with reasonable promptness, such other information and data (including such information and reports made available to any lender of the Company or any of its Subsidiaries under any credit agreement or otherwise) with respect to the Company and each of its Subsidiaries as from time to time may be reasonably requested by the CD&R Investor; provided that the Company reserves the right to withhold any information under this Section 2.3 or access under Section 2.4 from the CD&R Investor if the Board determines that providing such information or granting such access would reasonably be expected to adversely affect the Company on a competitive basis or otherwise. The CD&R Investor shall have access to such other information concerning the Company's business or financial condition and the Company's management as may be reasonably requested, including all information that is necessary for (x) each of the CD&R Investor and its Affiliates to comply with income tax reporting and regulatory requirements and (y) the CD&R Investor to prepare its quarterly and annual financial statements.

2.4

Access. The Company shall, and shall cause its Subsidiaries, officers, Directors, employees, auditors and other agents to (a) afford the CD&R Investor and its Representatives so long as the CD&R Investor shall beneficially own at least 5% of the outstanding shares of Common Stock, during normal business hours and upon reasonable notice, reasonable access at all reasonable times to its officers, employees, auditors, legal counsel, properties, offices and other facilities and to all books and records, and (b) afford the CD&R Investor the opportunity to discuss the affairs, finances and accounts of the Company and its Subsidiaries with their respective officers from time to time as the CD&R Investor may reasonably request upon reasonable notice.

2.5

Termination of Rights. This Agreement shall terminate on the earlier to occur of (a) such time as the CD&R Investor is no longer entitled to nominate a Director pursuant to Section 2.1(a) of this Agreement and (b) upon the delivery of a written notice by the CD&R Investor to the Company requesting that this Agreement terminate.

ARTICLE III

MISCELLANEOUS

3.1

Confidentiality. Each party hereto agrees to, and shall cause its Representatives to, keep confidential and not divulge any Information, and to use, and cause its Representatives to use, such Information only in connection with the operation of the Company and its Subsidiaries; provided that nothing herein shall prevent any party hereto from disclosing such Information (a) upon the order of any court or administrative agency, (b) upon the request or demand of any regulatory agency or authority having jurisdiction over such party, (c) to the extent required by law or legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests, (d) to the extent necessary in connection with the exercise of any remedy hereunder, (e) to other Stockholders, (f) to such party's Representatives that in the reasonable judgment of such party need to know such Information or (g) to any potential Permitted Transferee of a Stockholder to whom such proposed Transfer would be permitted in accordance with Section 3.3 as long as such potential Permitted Transferee agrees to be bound by the provisions of this Section 3.1 as if a Stockholder; provided further that, in the case of clause (a), (b) or (c), such party shall notify the other parties hereto of the proposed disclosure as far in advance of such disclosure as practicable and use reasonable efforts to ensure that any Information so disclosed is accorded confidential treatment, when and if available.

3.2

Amendments and Waivers. This Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the Company and the CD&R Investor. Neither the failure nor delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

3.3

Successors, Assigns and Permitted Transferees. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Any Stockholder may assign its rights and obligations hereunder to any Permitted Transferee.

3.4

Notices. All notices and other communications to be given to any party hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service, or when received in the form of a facsimile or other electronic transmission (receipt confirmation requested), and shall be directed to the address set forth below (or at such other address or facsimile number as such party shall designate by like notice):

- (a) if to the Company, to:

Atkore International Group Inc.
16100 South Lathrop Avenue
Harvey, IL 60426
Attention: Daniel S. Kelly
Fax: (708) 339-2726

- (b) if to the CD&R Investor, to:

Clayton, Dubilier & Rice, LLC
375 Park Avenue
18th Floor
New York, New York 10152
Attention: Theresa A. Gore
Fax: (212) 407-5252

- (c) if to any other Stockholder, to the address of such other Stockholder as shown in the stock record book of the Company.

in each case, with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attention: Paul M. Rodel, Esq.
Fax: (212) 909-6836

3.5

Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder. To the fullest extent permitted by law, the Company shall not directly or indirectly take any action that is intended to, or would reasonably be expected to result in, any Stockholder being deprived of the rights contemplated by this Agreement.

3.6

Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, correspondence, negotiation, proposed term sheet, agreement, understanding or agreement and there are no agreements, understandings, representations or warranties between the parties other than those set forth or referred to in this Agreement, and this Agreement is not intended to confer in or on behalf of any Person not a party to this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter or any provision hereof.

3.7

Restrictions on Other Agreements; By-laws. The provisions of this Agreement shall be controlling if any such provision or the operation thereof conflicts with the provisions of the By-laws. Each of the parties covenants and agrees to take, or cause to be taken, to the fullest extent permitted by Applicable Law (including with respect to any fiduciary duties under Delaware law), any action reasonably requested by the Company or any Stockholder, as the case may be, to amend the By-laws so as to avoid any conflict with the provisions hereof, including, in the case of the Stockholders, to vote their shares of Common Stock.

3.8

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws thereof to the extent that such principles would require or permit the application of laws of another jurisdiction.

3.9

Jurisdiction and Forum; Waiver of Jury Trial. In any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement, each of the parties unconditionally accepts the jurisdiction and venue of or, if the Court of Chancery does not have subject matter jurisdiction over this matter, the Superior Court of the State of Delaware (Complex Commercial Division), or if jurisdiction over the matter is vested exclusively in federal courts, the United States District Court for the District of Delaware, and the appellate courts to which orders and judgments thereof may be appealed. In any such judicial proceeding, the parties agree that in addition to any method for the service of process permitted or required by such courts, to the fullest extent permitted by law, service of process may be made by delivery provided pursuant to the directions in Section 3.4. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

3.10

Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance or in any jurisdiction, shall be held to be invalid or unenforceable to any extent, (a) the remainder of this Agreement shall not be affected thereby, and each other provision hereof shall be valid and enforceable to the fullest extent permitted by law, (b) as to such Person or circumstance or in such jurisdiction such provision shall be reformed to be valid and enforceable to the fullest extent permitted by law and (c) the application of such provision to other Persons or circumstances or in other jurisdictions shall not be affected thereby.

3.11

Enforcement. Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the covenants or agreements in this Agreement are not performed in accordance with its terms, and it is therefore agreed that in addition to and without limiting any other remedy or right it may have, the non-breaching party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof.

3.12

Titles and Subtitles. The titles of the articles, sections and subsections of this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

3.13

Effectiveness. This Agreement shall become effective upon the Listing Date.

3.14

No Recourse. This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as parties hereto and no past, present or future Affiliate, Director, officer, employee, incorporator, member, manager, partner, stockholder, agent, attorney or representative of any party hereto shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

3.15

Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature(s).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth in the first paragraph hereof.

ATKORE INTERNATIONAL GROUP INC.

By: /s/ Daniel S. Kelly

Name: Daniel S. Kelly

Title: Vice President, General Counsel and
Secretary

[*Signature Page - Stockholders Agreement*]

CD&R ALLIED HOLDINGS, L.P.

By: CD&R Associates VIII, Ltd.,

its general partner

By: /s/ Theresa A. Gore

Name: Theresa A. Gore

Title: Vice President, Treasurer and
Assistant Secretary

[*Signature Page - Stockholders Agreement*]

JOINDER AGREEMENT

Reference is made to the Stockholders Agreement, dated as of [●], 2016 (as amended from time to time, the “Stockholders Agreement”), by and among Atkore International Group Inc. (the “Company”) and certain stockholders of the Company party thereto. The undersigned agrees, by execution hereof, to become a party to, and to be subject to the rights and obligations under, the Stockholders Agreement.

[NAME]

By: _____
Name:
Title:

Date:

Address:

Acknowledged by:

ATKORE INTERNATIONAL GROUP INC.

By: _____
Name:
Title:

Date:

REGISTRATION RIGHTS AGREEMENT

of

ATKORE INTERNATIONAL GROUP INC.

Dated as of June 9, 2016

TABLE OF CONTENTS

Page

1.	<u>Definitions</u>	1
2.	<u>Incidental Registrations</u>	5
	(a) <u>Right to Include Registrable Securities</u>	5
	(b) <u>Priority in Incidental Registrations</u>	6
3.	<u>Registration on Request</u>	6
	(a) <u>Request by the Demand Party</u>	6
	(b) <u>Priority on Demand Registration</u>	7
	(c) <u>Cancellation of a Demand Registration</u>	8
	(d) <u>Limitations on Demand Registrations</u>	8
	(e) <u>Postponements in Requested Registrations</u>	8
	(f) <u>Short-Form Registrations</u>	9
	(g) <u>Shelf-Take Downs</u>	10
	(h) <u>Registration Statement Form</u>	11
	(i) <u>Selection of Underwriters</u>	11
4.	<u>Registration Procedures</u>	12
5.	<u>Indemnification</u>	18
	(a) <u>Indemnification by the Company</u>	18
	(b) <u>Indemnification by Holder of Registrable Securities</u>	19
	(c) <u>Conduct of Indemnification Proceedings</u>	20
	(d) <u>Contribution</u>	20
	(e) <u>Deemed Underwriter</u>	21
	(f) <u>Other Indemnification</u>	21
	(g) <u>Non-Exclusivity</u>	22
	(h) <u>Primacy of Indemnification</u>	22
6.	<u>Registration Expenses</u>	22
7.	<u>Rule 144</u>	23
8.	<u>Certain Additional Agreements</u>	24
9.	<u>Miscellaneous</u>	24
	(a) <u>Termination</u>	24
	(b) <u>Holdback Agreement</u>	24
	(c) <u>Amendments and Waivers</u>	25
	(d) <u>Successors, Assigns and Transferees</u>	25
	(e) <u>Notices</u>	25
	(f) <u>Further Assurances</u>	26
	(g) <u>Other Registration Rights Agreements</u>	26

TABLE OF CONTENTS
(continued)

Page

(h)	<u>Entire Agreement; No Third Party Beneficiaries</u>	27
(i)	<u>Governing Law; Jurisdiction and Forum; Waiver of Jury Trial</u>	27
(j)	<u>Severability</u>	27
(k)	<u>Enforcement</u>	28
(l)	<u>Titles and Subtitles</u>	28
(m)	<u>No Recourse</u>	28
(n)	<u>Counterparts; Facsimile Signatures</u>	28

Exhibit A Joinder Agreement

This REGISTRATION RIGHTS AGREEMENT is entered into as of June 9, 2016, by and among Atkore International Group Inc., a Delaware corporation (and any successor in interest thereto, the “Company”), CD&R Allied Holdings, L.P., a Cayman Islands exempted limited partnership (and any successor in interest thereto, the “CD&R Investor”), any Person who executes a Joinder Agreement in the form of Exhibit A hereto and any Person who becomes a party hereto pursuant to Section 9(d) (such Persons each referred to individually as a “Stockholder” and collectively, the “Stockholders”). Capitalized terms used herein without definition shall have the meanings set forth in Section 1.

WHEREAS, the Company intends to undertake an underwritten initial public offering (the “IPO”) of Common Stock; and

WHEREAS, in connection with the IPO, the Company desires to provide to the Stockholders rights to registration under the Securities Act of Registrable Securities, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

1. Definitions. As used in this Agreement, the following capitalized terms shall have the following respective meanings:

“Affiliate” means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person directly or indirectly owning or controlling 10% or more of any class of outstanding voting securities of such Person or (iii) any officer, director, general partner or trustee of any such Person described in clause (i) or (ii).

“Agreement” means this Registration Rights Agreement, as amended from time to time in accordance with Section 9(c).

“Applicable Law” means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes or orders of any Governmental Entity, (ii) any consents or approvals of any Governmental Entity and (iii) any orders, decisions, injunctions, judgments, awards, decrees of or agreements with any Governmental Entity.

“Automatic Shelf Registration Statement” has the meaning given to such term in Section 3(f)(iii) .

“Board” means the Board of Directors of the Company.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Applicable Law to be closed in New York City.

“By-laws” means the Second Amended and Restated By-laws of the Company, as in effect on June 10, 2016 and as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and the terms of the Charter.

“CD&R Investor” has the meaning given to such term in the Preamble.

“Charter” means the Second Amended and Restated Certificate of Incorporation of the Company, as in effect on June 10, 2016 and as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“Common Stock” means the shares of common stock, par value \$0.01 per share, of the Company including any shares of capital stock into which Common Stock may be converted (as a result of recapitalization, share exchange or similar event) or are issued with respect to Common Stock, including with respect to any stock split or stock dividend, or a successor security.

“Company” has the meaning given to such term in the Preamble.

“control” (including the terms “controlling”, “controlled by” and “under common control with”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

“Controlled Affiliate” means any Affiliate of the specified Person that is, directly or indirectly, controlled by the specified Person.

“Covered Person” has the meaning given to such term in Section 5(a) .

“Demand Follow-Up Notice” has the meaning given to such term in Section 3(a) .

“Demand Notice” has the meaning given to such term in Section 3(a) .

“Demand Registration” has the meaning given to such term in Section 3(a) .

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and any successor statute thereto and the rules and regulations of the SEC promulgated thereunder.

“FINRA” means the Financial Industry Regulatory Authority.

“Free Writing Prospectus” has the meaning given to such term in Section 4(a) .

“Governmental Entity” means any federal, state, local or foreign court, legislative, executive or regulatory authority or agency.

“ Group ” has the meaning given to such term in Section 13(d)(3) of the Exchange Act.

“ Holdback Period ” means, with respect to a registered offering covered by this Agreement, 90 days after and during the 10 days before the effective date of the related Registration Statement or, in the case of a takedown from a shelf registration statement, 90 days after the date of the Prospectus supplement filed with the SEC in connection with such takedown and during such prior period (not to exceed 10 days) as the Company has given reasonable written notice to the Holder of Registrable Securities.

“ Holder ” means each of the Stockholders, any other Person entitled to incidental or piggyback registration rights hereunder pursuant to an agreement with the Company and any direct or indirect transferee of a Stockholder who has acquired Registrable Securities from a Stockholder not in violation of the Stockholders Agreement and who agrees in writing to be bound by the provisions of this Agreement.

“ Indemnified Party ” has the meaning given to such term in Section 5(c) .

“ Indemnifying Party ” has the meaning given to such term in Section 5(c) .

“ Indemnitors ” has the meaning given to such term in Section 5(h).

“ IPO ” has the meaning given to such term in the Recitals.

“ Losses ” has the meaning given to such term in Section 5(a) .

“ Person ” means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivisions thereof or any Group comprised of any two or more of the foregoing.

“ Prospectus ” means the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, relating to Registrable Securities, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus.

“ Registrable Securities ” means (a) any Common Stock held by a Holder and (b) any equity securities or other equity interests issued or issuable, directly or indirectly, with respect to the securities described in clause (a) by way of conversion or exchange thereof or stock dividends, stock splits or in connection with a combination of shares, reclassification, recapitalization, merger, consolidation or other reorganization. As to any particular Registrable Securities, once issued such securities shall cease to be Registrable Securities when (i) they are disposed of pursuant to an effective Registration Statement

under the Securities Act, (ii) they are sold pursuant to Rule 144 or Rule 145 (or any similar provision then in force under the Securities Act), (iii) they shall have ceased to be outstanding, or (iv) they have been sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities.

“ Registration Statement ” means any registration statement of the Company filed with the SEC under the Securities Act which covers any of the Registrable Securities pursuant to the provisions of this Agreement, including any Prospectus, Free Writing Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

“ Rule 144 ” means Rule 144 under the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

“ Rule 145 ” means Rule 145 under the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

“ Rule 405 ” means Rule 405 under the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

“ SEC ” means the U.S. Securities and Exchange Commission or any other federal agency at the time administering the Securities Act or the Exchange Act.

“ Securities Act ” means the Securities Act of 1933, as amended, and any successor statute thereto and the rules and regulations of the SEC promulgated thereunder.

“ Shelf Offering ” has the meaning given to such term in Section 3(g) .

“ Shelf Registration Statement ” has the meaning given to such term in Section 3(f)(i) .

“ Short-Form Registration ” has the meaning given to such term in Section 3(f)(i) .

“ Stockholder ” and “ Stockholders ” have the meanings given to such terms in the Preamble.

“ Stockholders Agreement ” means the Stockholders Agreement, dated as of June 9, 2016, among the Company and the CD&R Investor, and as further amended from time to time in accordance with the terms thereof.

“ Subsidiary ” means, with respect to any Person, any corporation, entity or other organization whether incorporated or unincorporated, of which (i) such first Person directly or indirectly owns or controls at least a majority of the securities or other

interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions or (ii) such first Person is a general partner, managing member or otherwise exercises similar management control.

“ Take-Down Notice ” has the meaning given to such term in Section 3(g) .

“ WKSJ ” has the meaning given to such term in Section 3(f)(iii) .

2.

Incidental Registrations.

(a)

Right to Include Registrable Securities. If the Company determines to register its Common Stock under the Securities Act (other than pursuant to a Registration Statement filed by the Company on Form S-4 or S-8, or any successor or other forms promulgated for similar purposes, or filed solely in connection with an exchange offer or any employee benefit or dividend reinvestment plan), whether or not for sale for its own account, in a manner which would permit registration of Registrable Securities for sale to the public under the Securities Act, it will, at each such time, give prompt written notice to all Holders of Registrable Securities of its intention to do so and of such Holders’ rights under this Section 2 . Upon the written request of any such Holder made within three Business Days after the receipt of any such notice (which request shall specify the Registrable Securities intended to be disposed of by such Holder and, in the case of the CD&R Investor and its Affiliates that are Holders of Registrable Securities, the intended method or methods of disposition thereof), the Company will use its reasonable best efforts to effect the registration under the Securities Act of all Registrable Securities which the Company has been so requested to register by the Holders thereof, to the extent required to permit the disposition of the Registrable Securities so to be registered; provided that (i) if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the Registration Statement filed in connection with such registration, the Company shall determine for any reason not to proceed with the proposed registration of the securities to be sold by it, the Company may, at its election, give written notice of such determination to each Holder of Registrable Securities and, thereupon, shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay the expenses in connection therewith), and (ii) if such registration involves an underwritten offering, all Holders of Registrable Securities requesting to be included in the Company’s registration must sell their Registrable Securities to the underwriters selected by the Company on the same terms and conditions as apply to the Company, with such differences, including any with respect to indemnification and liability insurance, as may be customary or appropriate in combined primary and secondary offerings. If a registration requested pursuant to this Section 2(a) involves an underwritten public offering, any Holder of Registrable Securities requesting to be included in such registration may elect, in writing at least five Business Days prior to the effective date of the Registration Statement filed in connection with such registration, to withdraw its request to register such securities in connection with such registration. The Company shall not be required to maintain the effectiveness of the Registration Statement for a registration requested pursuant to this Section 2(a) beyond the earlier to occur of (i) 180 days

after the effective date thereof and (ii) consummation of the distribution by the Holders of the Registrable Securities included in such Registration Statement. Any Holder of Registrable Securities who has elected to sell Registrable Securities in an underwritten offering pursuant to this Section 2 shall be permitted to withdraw from such registration by written notice to the Company if the price to the public at which the Registrable Securities are proposed to be sold will be less than 90% of the average closing price of the class of stock being sold in the offering during the ten trading days preceding the date on which the Demand Notice of such offering was given pursuant to this Section 2(a).

(b)

Priority in Incidental Registrations. The Company shall use reasonable efforts to cause the managing underwriter or underwriters of a proposed underwritten offering to permit Holders of Registrable Securities who have requested to include Registrable Securities in such offering to include in such offering all Registrable Securities so requested to be included on the same terms and conditions as any other shares of capital stock, if any, of the Company included in the offering. Notwithstanding the foregoing, if the managing underwriter or underwriters of such underwritten offering have informed the Company that in its good faith opinion the total number or dollar amount of securities that such Holders and the Company intend to include in such offering is such as to adversely affect the success of such offering (including, without limitation, adversely affect the per share offering price), then the amount of securities to be offered for the account of Holders of Registrable Securities (other than securities being offered for the account of the Company) shall be reduced to the extent necessary to reduce the total amount of securities to be included in such offering to the amount recommended in the good faith opinion of such managing underwriter or underwriters by first reducing, or eliminating if necessary, all securities of the Company requested to be included by the Holders of Registrable Securities (other than the CD&R Investor and its Affiliates that are Holders of Registrable Securities) requesting such registration *pro rata* among such Holders on the basis of the percentage of the Registrable Securities requested to be included in such registration by such Holders and, second, by reducing, or eliminating if necessary, all securities of the Company requested to be included by the CD&R Investor or its Affiliates that are Holders of Registrable Securities *pro rata* among such Holders on the basis of the percentage of Registrable Securities requested to be included in such registration by such Holders.

3.

Registration on Request.

(a)

Request by the Demand Party. Subject to Section 3(d) , the CD&R Investor and its Affiliates that are Holders of Registrable Securities shall have the right to require the Company to register, pursuant to the terms of this Agreement, under and in accordance with the provisions of the Securities Act, the number of Registrable Securities of the CD&R Investor and its Affiliates that are Holders of Registrable Securities requested to be so registered pursuant to this Agreement, in each case by delivering written notice to the Company (any such written notice, a “ Demand Notice ” and any such registration, a “ Demand Registration ”). Subject to Section 3(d) , following receipt of a Demand Notice for a Demand Registration in accordance with this

Section 3(a), the Company shall use its reasonable best efforts to file a Registration Statement as promptly as practicable, but no later than 30 days, and to cause such Registration Statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof.

No Demand Registration shall be deemed to have occurred for purposes of the first sentence of the preceding paragraph if (i) the Registration Statement relating thereto (x) does not become effective, (y) is not maintained effective for the period required pursuant to this Section 3 , or (z) the offering of the Registrable Securities pursuant to such Registration Statement is subject to a stop order, injunction, or similar order or requirement of the SEC during such period, (ii) more than 80% of the Registrable Securities requested by the CD&R Investor or its Affiliates that are Holders of Registrable Securities to be included in such registration are not so included pursuant to Section 3(b) or (iii) the conditions to closing specified in any underwriting agreement, purchase agreement or similar agreement entered into in connection with the registration relating to such request are not satisfied (other than as a result of a material default or breach thereunder by the CD&R Investor or its Affiliates that are Holders of Registrable Securities) or otherwise waived by the CD&R Investor or its Affiliates that are Holders of Registrable Securities.

Within two Business Days after receipt by the Company of a Demand Notice in accordance with this Section 3(a), the Company shall give written notice (the “ Demand Follow-Up Notice ”) of such Demand Notice to all other Holders of Registrable Securities and shall, subject to the provisions of Section 3(b) hereof, include in such registration all Registrable Securities with respect to which the Company received written requests for inclusion therein within three Business Days after such Demand Follow-Up Notice is given by the Company to such Holders.

All requests made pursuant to this Section 3 will specify the number of Registrable Securities to be registered and the intended method or methods of disposition thereof.

The Company shall be required to maintain the effectiveness of the Registration Statement with respect to any Demand Registration for a period of at least 180 days after the effective date thereof or such shorter period during which all Registrable Securities included in such Registration Statement have actually been sold; provided, however, that such period shall be extended for a period of time equal to the period the CD&R Investor and its Affiliates that are Holders of Registrable Securities refrain from selling any securities included in such Registration Statement at the request of the Company or an underwriter of the Company pursuant to the provisions of this Agreement.

(b)

Priority on Demand Registration. If any of the Registrable Securities registered pursuant to a Demand Registration are to be sold in an underwritten offering, and the managing underwriter or underwriters advise the CD&R Investor or its Affiliates that in its good faith opinion the total number or dollar amount of Registrable Securities proposed to be sold in such offering (including, without limitation, securities proposed to be included by other Holders of securities entitled to include securities in such Registration Statement pursuant to incidental or piggyback registration rights), is such as to adversely affect the success of such offering, then

there shall be included in such underwritten offering the number or dollar amount of Registrable Securities that in the good faith opinion of such managing underwriter or underwriters can be sold without adversely affecting such offering, and such number of Registrable Securities shall be allocated as follows, unless the underwriters require a different allocation:

(i)

first, to the CD&R Investor and its Affiliates that are Holders of Registrable Securities requesting such registration (whether pursuant to a Demand Notice or pursuant to incidental or piggyback registration rights), until all Registrable Securities requested for registration by the CD&R Investor and its Affiliates that are Holders of Registrable Securities have been included in such registration;

(ii)

second, among the Holders of Registrable Securities (other than CD&R Investor and its Affiliates) requesting such registration pursuant to incidental or piggyback registration rights *pro rata* on the basis of the percentage of Registrable Securities owned by each such Holder relative to the number of Registrable Securities owned by all such Holders until, with respect to each such Holder, all Registrable Securities requested for registration by such Holders have been included in such registration; and

(iii)

third, the securities for which inclusion in such Demand Registration was requested by the Company.

(c)

Cancellation of a Demand Registration. The CD&R Investor or its Affiliates that are Holders of Registrable Securities that submitted a Demand Notice pursuant to a particular offering and the Holders of a majority of the Registrable Securities that are to be registered in a particular offering pursuant to this Section 3 shall have the right, prior to the effectiveness of the Registration Statement, to notify the Company that it or they, as the case may be, have determined that the Registration Statement be abandoned or withdrawn, in which event the Company shall abandon or withdraw such Registration Statement. Any Holder of Registrable Securities who has elected to sell Registrable Securities in an underwritten offering pursuant to this Section 3 (including the CD&R Investor or its Affiliates that are Holders of Registrable Securities who delivered the Demand Notice of such registration) shall be permitted to withdraw from such registration by written notice to the Company (i) at least two Business Days prior to the effective date of the Registration Statement filed in connection with such registration, or, in the case of an underwritten offering, at least two Business Days prior to the earlier of the anticipated filing of the “red herring” prospectus, if applicable, and the anticipated pricing date (ii) if the price to the public at which the Registrable Securities are proposed to be sold will be less than 90% of the average closing price of the class of stock being sold in the offering during the ten trading days preceding the date on which the Demand Notice of such offering was given pursuant to Section 3(a) or (iii) if more than 10% of the Registrable Securities requested by such demanding Holder to be included in such registration are not so included.

(d)

Limitations on Demand Registrations. The CD&R Investor and its Affiliates that are Holders of Registrable Securities shall, collectively, be entitled to initiate no more than five Demand Registrations (other than any Short-Form Registrations or any Shelf Offerings).

(e)

Postponements in Requested Registrations. If the filing, initial effectiveness or continued use of a Registration Statement, including a Shelf Registration Statement, with respect to a Demand Registration would require the Company to make a public disclosure of material non-public information, which disclosure in the good faith judgment of the Board (after consultation with external legal counsel) (i) would be required to be made in any Registration Statement so that such Registration Statement would not be materially misleading, (ii) would not be required to be made at such time but for the filing, effectiveness or continued use of such Registration Statement and (iii) would reasonably be expected to have a material adverse effect on the Company or its business or on the Company's ability to effect a bona fide material proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction, and the Company furnishes to the Holders a certificate signed by the Company's Chief Executive Officer or Chief Financial Officer stating such, then the Company may, upon giving prompt written notice of such action to the Holders participating in such registration, delay the filing or initial effectiveness (but not the preparation) of, or suspend use of, such Registration Statement; provided that the Company shall not be permitted to do so (x) more than once in any 6-month period or (y) for any single period of time in excess of 60 days, or for periods exceeding, in the aggregate, 90 days during any 12-month period. In the event that the Company exercises its rights under the preceding sentence, such Holders agree to suspend, promptly upon receipt of the notice referred to above, the use of any Prospectus relating to such registration in connection with any sale or offer to sell Registrable Securities. The Company covenants and agrees that it shall not deliver a suspension notice with respect to a suspension period unless all of the Company's employees, officers and directors who are subject to any of the Company's policies on trading in securities, and who are prohibited by the terms thereof from effecting any public sales of securities of the Company beneficially owned by them, are so prohibited for the duration of the suspension period. If the Company so postpones the filing of a Prospectus or the effectiveness of a Registration Statement, the CD&R Investor or its Affiliates that are Holders of Registrable Securities shall be entitled to withdraw such request and, if such request is withdrawn, such registration request shall not count for the purposes of the limitations set forth in Section 3(d) . The Company shall promptly give the Holders requesting registration thereof pursuant to this Section 3 written notice of any postponement made in accordance with the preceding sentence.

(f)

Short-Form Registrations.

(i)

The Company shall use its reasonable best efforts to qualify for registration on Form S-3 or any comparable or successor form or forms or any similar short-form registration (a “ Short-Form Registration ”), and, if requested by the CD&R Investor and

its Affiliates that are Holders of Registrable Securities and available to the Company, such Short-Form Registration shall be a “shelf” registration statement providing for the registration of, and the sale on a continuous or delayed basis of, the Registrable Securities, pursuant to Rule 415 or otherwise (a “Shelf Registration Statement”). At any time and from time to time, the CD&R Investor and its Affiliates that are Holders of Registrable Securities shall be entitled to request an unlimited number of Short-Form Registrations, if available to the Company, with respect to the Registrable Securities held by the CD&R Investor and its Affiliates that are Holders of Registrable Securities in addition to the other registration rights provided in Section 2 and this Section 3. In no event shall the Company be obligated to effect any shelf registration other than pursuant to a Short-Form Registration, subject to the immediately following sentence. If any Demand Registration is proposed by the CD&R Investor or its Affiliates that are Holders of Registrable Securities to be a Short-Form Registration and an underwritten offering, and if the managing underwriter or underwriters shall advise the Company and the CD&R Investor or its Affiliates that are Holders of Registrable Securities that, in its good faith opinion, it is of material importance to the success of such proposed offering to file a registration statement on Form S-1 (or any successor or similar registration statement) or to include in such registration statement information not required to be included in a Short-Form Registration, then the Company shall file a registration statement on Form S-1 or supplement the Short-Form Registration as reasonably requested by such managing underwriter or underwriters. No such registration nor any other Short-Form Registration shall count as a Demand Registration for purposes of calculating how many Demand Registrations the CD&R Investor and its Affiliates that are Holders of Registrable Securities have initiated pursuant to the provisions of Section 3.

(ii)

Upon filing any Short-Form Registration, the Company shall use its reasonable best efforts to keep such Short-Form Registration effective with the SEC at all times and to re-file such Short-Form Registration upon its expiration, and to cooperate in any shelf take-down, whether or not underwritten, by amending or supplementing the Prospectus related to such Short-Form Registration as may be reasonably requested by the CD&R Investor or its Affiliates that are Holders of Registrable Securities or as otherwise required, until such time as all Registrable Securities that could be sold in such Short-Form Registration have been sold or are no longer outstanding.

(iii)

To the extent the Company is a well-known seasoned issuer (as defined in Rule 405) (a “WKSI”) at the time any Demand Notice for a Short-Form Registration is submitted to the Company and such Demand Notice requests that the Company file a Shelf Registration Statement, the Company shall file an automatic shelf registration statement (as defined in Rule 405) on Form S-3 (an “Automatic Shelf Registration Statement”) in accordance with the requirements of the Securities Act and the rules and regulations of the SEC thereunder, which covers the number or class of Registrable Securities which are requested to be registered. If registering a number of Registrable Securities, the Company shall pay the registration fee for all Registrable Securities to be

registered pursuant to an Automatic Shelf Registration Statement at the time of filing of the Automatic Shelf Registration Statement and shall not elect to pay any portion of the registration fee on a deferred basis. The Company shall use its reasonable best efforts to remain a WKSJ (and not to become an ineligible issuer (as defined in Rule 405)) during the period during which any Automatic Shelf Registration Statement is effective. If at any time following the filing of an Automatic Shelf Registration Statement when the Company is required to re-evaluate its WKSJ status the Company determines that it is not a WKSJ, the Company shall use its reasonable best efforts to post-effectively amend the Automatic Shelf Registration Statement to a Shelf Registration Statement on Form S-3 or file a new Shelf Registration Statement on Form S-3 or, if such form is not available, Form S-1, have such Shelf Registration Statement declared effective by the SEC and keep such Registration Statement effective during the period during which such Short-Form Registration is required to be kept effective in accordance with Section 3(f)(ii) .

(g)

Shelf-Take Downs. At any time that a Shelf Registration Statement covering Registrable Securities is effective, if any of the CD&R Investor or its Affiliates that are Holders of Registrable Securities delivers a notice to the Company (a “Take-Down Notice”) stating that it intends to effect an offering of all or part of its Registrable Securities included by it on the shelf registration statement (a “Shelf Offering”), then the Company shall amend or supplement the shelf registration statement as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Offering (taking into account the inclusion of Registrable Securities by any other Holders pursuant to Section 3(g)(i)). CD&R Investor and its Affiliates that are Holders of Registrable Securities shall be entitled to request an unlimited number of shelf take-downs to effect a Shelf Offering, if available to the Company, with respect to the Registrable Securities held by CD&R Investor and its Affiliates that are Holders of Registrable Securities in addition to the other registration rights provided in Section 2 and Section 3. In connection with any Shelf Offering:

(i)

the Company shall also deliver the Take-Down Notice to all other Holders with securities included on such shelf registration statement, if any, no later than two Business Days after receipt of any such Take-Down Notice and permit each such Holder, if any, to include its Registrable Securities included on the shelf registration statement in the Shelf Offering if such Holder notifies the CD&R Investor and the Company within two Business Days after delivery of the Take-Down Notice to such Holder; and

(ii)

in the event that the underwriter advises the CD&R Investor, its Affiliates that are Holders of Registrable Securities, and the Company that in its good faith opinion the total number or dollar amount of Registrable Securities proposed to be sold in such offering is such as to adversely affect the success of such offering (including, without limitation, adversely affect the per share offering price), then the underwriter may limit the number of shares which would otherwise be included in such take-down offering in the same

manner as described in Section 3(b) with respect to a limitation of shares to be included in a registration.

(h)

Registration Statement Form. If any registration requested pursuant to this Section 3 which is proposed by the Company to be effected by the filing of a Registration Statement on Form S-3 (or any successor or similar short-form registration statement) shall be in connection with an underwritten public offering, and if the managing underwriter or underwriters shall advise the Company that, in its good faith opinion, the use of another form of Registration Statement is of material importance to the success of such proposed offering or is otherwise required by Applicable Law, then such registration shall be effected on such other form.

(i)

Selection of Underwriters. If any of the CD&R Investor or its Affiliates that are Holders of Registrable Securities intends that the Registrable Securities requested to be covered by a Demand Registration requested by the CD&R Investor and its Affiliates that are Holders of Registrable Securities shall be distributed by means of an underwritten offering, the CD&R Investor or its Affiliates that are Holders of Registrable Securities shall so advise the Company as a part of the Demand Notice, and the Company shall include such information in the Notice sent by the Company to the other Holders with respect to such Demand Registration. In such event, the lead underwriter to administer the offering shall be chosen by the CD&R Investor and its Affiliates that are Holders of Registrable Securities, subject to the prior consent, not to be unreasonably withheld or delayed, of the Company. If the offering is underwritten, the right of any Holder to registration pursuant to this Section 3 will be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise agreed by the CD&R Investor and its Affiliates that are Holders of Registrable Securities) and each such Holder will (together with the Company and the other Holders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting (including, without limitation, pursuant to the terms of any option to purchase additional shares or "green shoe" requested by the managing underwriter or underwriters), provided that (A) no Holder shall be required to sell more than the number of Registrable Securities that such Holder has requested the Company to include in any registration, (B) if any Holder disapproves of the terms of the underwriting, such Holder may elect to withdraw therefrom by written notice to the Company, the managing underwriter or underwriters and, in connection with an underwritten registration pursuant to this Section 3, the CD&R Investor and its Affiliates that are Holders of Registrable Securities and (C) no such Person (other than the Company) shall be required to make any representations or warranties other than those related to title and ownership of, and power and authority to transfer, shares and as to the accuracy and completeness of statements made in a Registration Statement, Prospectus or other document in reliance upon, and in conformity with, written information prepared and furnished to the Company or the managing underwriter or underwriters by such Person pertaining exclusively to such Holder. Notwithstanding the foregoing, no Holder shall be required to agree to any indemnification obligations on the part of such Holder that are greater than its obligations pursuant to Section 5.

4.

Registration Procedures. If and whenever the Company is required to use its reasonable best efforts to effect the registration of any Registrable Securities under the Securities Act as provided in Section 2 and Section 3, the Company shall effect such registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of disposition thereof, and pursuant thereto the Company shall cooperate in the sale of such Registrable Securities and shall, as expeditiously as possible:

(a)

prepare and file, in each case as promptly as practicable, with the SEC a Registration Statement or Registration Statements on such form as shall be available for the sale of the Registrable Securities by the Holders thereof or by the Company in accordance with the intended method or methods of distribution thereof, make all required filings with FINRA, and, if such Registration Statement is not automatically effective upon filing, use its reasonable best efforts to cause such Registration Statement to be declared effective as soon as practicable and to remain effective as provided herein; provided, however, that before filing a Registration Statement or Prospectus or any amendments or supplements thereto (including free writing prospectuses under Rule 433 (each a “Free Writing Prospectus”)) and, to the extent reasonably practicable, documents that would be incorporated by reference or deemed to be incorporated by reference in a Registration Statement filed pursuant to a Demand Notice (other than a Shelf Registration Statement), the Company shall furnish or otherwise make available to the Holders of the Registrable Securities covered by such Registration Statement, their counsel and the managing underwriter or underwriters, if any, copies of all such documents proposed to be filed (including exhibits thereto), which documents will be subject to the reasonable review and comment of such counsel, and such other documents reasonably requested by such counsel, including any comment letter from the SEC, and, if requested by such counsel, provide such counsel reasonable opportunity to participate in the preparation of such Registration Statement and each Prospectus included therein and such other opportunities to conduct a reasonable investigation within the meaning of the Securities Act, including reasonable access to the Company’s books and records, officers, accountants and other advisors. The Company shall not file any such Registration Statement or Prospectus, or any amendments or supplements thereto (including such documents that, upon filing, would be incorporated or deemed incorporated by reference therein and including Free Writing Prospectuses) with respect to a Demand Registration to which the CD&R Investor and its Affiliates that are Holders of Registrable Securities, or the Holders of a majority of the Registrable Securities covered by such Registration Statement (or their counsel) or the managing underwriter or underwriters, if any, shall reasonably object, in writing, on a timely basis, unless, in the opinion of the Company, such filing is necessary to comply with Applicable Law;

(b)

prepare and file with the SEC such amendments, including post-effective amendments, and supplements to such Registration Statement and the Prospectus used in connection therewith and such Free Writing Prospectuses and Exchange Act reports as

may be necessary to keep such Registration Statement continuously effective during the period provided herein and comply in all material respects with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement; and cause the related Prospectus to be supplemented by any Prospectus supplement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of the securities covered by such Registration Statement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act in each case, until such time as all of such securities have been disposed of in accordance with the intended method or methods of disposition by the seller or sellers thereof set forth in such Registration Statement;

(c)

notify each selling Holder of Registrable Securities, its counsel and the managing underwriter or underwriters, if any, promptly after the Company receives notice thereof (i) when a Prospectus or any Prospectus supplement or post-effective amendment or any Free Writing Prospectus has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the SEC or any other federal or state governmental authority for amendments or supplements to a Registration Statement or related Prospectus or for additional information, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceedings for that purpose, (iv) if at any time the Company has reason to believe that the representations and warranties of the Company contained in any agreement (including any underwriting agreement) contemplated by Section 4(n) below cease to be true and correct, (v) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of such Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, and (vi) of the happening or threatening of any event that makes any statement made in such Registration Statement or related Prospectus, Free Writing Prospectus, amendment or supplement thereto, or any document incorporated or deemed to be incorporated therein by reference, as then in effect, untrue in any material respect or that requires the making of any changes in such Registration Statement, Prospectus or documents so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, not misleading, and that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (which notice shall notify the selling Holders only of the occurrence of such an event and shall provide no additional information regarding such event to the extent such information would constitute material non-public information);

(d)

use its reasonable best efforts to obtain the withdrawal of any order suspending

the effectiveness of a Registration Statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction at the earliest date reasonably practical;

(e)

if requested by the managing underwriter or underwriters, if any, the CD&R Investor and its Affiliates that are Holders of Registrable Securities, or the Holders of a majority of the then issued and outstanding Registrable Securities being sold in connection with an underwritten offering, promptly include in a Prospectus supplement or post-effective amendment such information as the managing underwriter or underwriters, if any, or such Holder or Holders, as the case may be, may reasonably request in order to facilitate the disposition of the Registrable Securities in accordance with the intended method or methods of distribution of such securities set forth in the Registration Statement and make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after the Company has received such request; provided, however, that the Company shall not be required to take any actions under this Section 4(e) that are not, in the opinion of counsel for the Company, in compliance with Applicable Law;

(f)

deliver to each selling Holder of Registrable Securities, its counsel, and the underwriter or underwriters, if any, without charge, as many copies of the Prospectus or Prospectuses (including each form of Prospectus) and each amendment or supplement thereto (including any Free Writing Prospectus) as such Persons may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities in accordance with the intended method or methods of disposition thereof; and the Company, subject to the last paragraph of this Section 4, hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any such amendment or supplement thereto;

(g)

prior to any public offering of Registrable Securities, use its reasonable best efforts to register or qualify or cooperate with the selling Holders of Registrable Securities, the underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or blue sky laws of such jurisdictions within the United States as any seller or underwriter reasonably requests in writing and to keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and to take any other action that may be necessary or advisable to enable such Holders of Registrable Securities to consummate the disposition of such Registrable Securities in such jurisdiction in accordance with the intended method or methods of disposition thereof; provided, however, that the Company will not be required to (i) qualify generally

to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 4 (g), (ii) subject itself to taxation in any jurisdiction wherein it is not so subject or (iii) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject (other than service of process in connection with such registration or qualification or any sale of Registrable Securities in connection therewith);

(h)

cooperate with the selling Holders of Registrable Securities and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates (not bearing any legends, unless required under Applicable Law) or book entry positions representing Registrable Securities to be sold after receiving written representations from each Holder of such Registrable Securities that the Registrable Securities represented by the certificates or book entry positions so delivered by such Holder will be transferred in accordance with the Registration Statement, and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriter or underwriters, if any, or Holders may request at least two Business Days prior to any sale of Registrable Securities in a firm commitment public offering, but in any other such sale, within ten Business Days prior to having to issue the securities;

(i)

use its reasonable best efforts to cause the Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities within the United States as may be necessary in light of the business or operations of the Company to enable the seller or sellers thereof or the managing underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities, in accordance with the intended method or methods thereof, except as may be required solely as a consequence of the nature of such selling Holder's business, in which case the Company will cooperate in all reasonable respects with the filing of such Registration Statement and the granting of such approvals, as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities in accordance with the intended method or methods thereof;

(j)

upon the occurrence of any event contemplated by Section 4(c) (vi) above, promptly prepare a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(k)

prior to the effective date of the Registration Statement relating to the Registrable Securities, provide a CUSIP number for the Registrable Securities;

(l)

provide and cause to be maintained a transfer agent and registrar for all such Registrable Securities from and after the effective date of such Registration Statement. In connection therewith, if required by the Company's transfer agent, the Company will promptly after the effective date of the Registration Statement, cause an opinion of counsel as to the effectiveness of the Registration Statement to be delivered to and maintained with such transfer agent, together with any other authorizations, certificates and directions required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without any such legend upon sale by the Holder or the underwriter or underwriters of an underwritten offering of Registrable Securities, if any, of such Registrable Securities under the Registration Statement;

(m)

use its reasonable best efforts to cause all shares of Registrable Securities covered by such Registration Statement to be listed on a national securities exchange if shares of the particular class of Registrable Securities are at that time listed on such exchange, prior to the effectiveness of such Registration Statement;

(n)

enter into such agreements (including an underwriting agreement in form, scope and substance as is customary in underwritten offerings) and take all such other actions reasonably requested by the CD&R Investor or its Affiliates that are Holders of Registrable Securities with respect to such offering, or the Holders of a majority of the Registrable Securities being sold in connection therewith (including those reasonably requested by the managing underwriter or underwriters, if any) to expedite or facilitate the disposition of such Registrable Securities, and in such connection, whether or not an underwriting agreement is entered into and whether or not the registration is an underwritten registration, (i) make such representations and warranties to the Holders of such Registrable Securities and the underwriter or underwriters, if any, with respect to the business of the Company and its material Subsidiaries, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings, and, if true, confirm the same if and when requested, (ii) use its reasonable best efforts to furnish to the managing underwriter or underwriters, if any, opinions of outside counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriter or underwriters, if any, and counsel to the selling Holders of the Registrable Securities), addressed to each of the underwriters, if any, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such counsel and underwriters, (iii) use its reasonable best efforts to obtain "cold comfort" letters and

updates thereof from an independent registered public accounting firm with respect to the Company (and, if necessary, any other independent certified public accountants of any material Subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement) who have certified the financial statements included in such Registration Statement, addressed to each of the underwriters, if any, such letters to be in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with underwritten offerings, (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures that are customary for underwriting agreements in connection with underwritten offerings except as otherwise agreed by the parties thereto and (v) deliver such documents and certificates as may be reasonably requested by the CD&R Investor or its Affiliates that are Holders of Registrable Securities with respect to such offering, the Holders of a majority of the Registrable Securities being sold pursuant to such Registration Statement, its or their counsel, as the case may be, or the managing underwriter or underwriters, if any, to evidence the continued validity of the representations and warranties made pursuant to Section 4(n) (i) above and to evidence compliance with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company. The above shall be done at each closing under such underwriting or similar agreement, or as and to the extent required thereunder;

(o)

upon reasonable notice, make available for inspection by a representative of the selling Holders of Registrable Securities, the underwriter or underwriters participating in any such disposition of Registrable Securities, if any, and any attorneys or accountants retained by such selling Holders or underwriter at the offices where normally kept, during reasonable business hours, all financial and other records, pertinent corporate documents and properties of the Company and its Subsidiaries, and cause the officers, directors and employees of the Company and its Subsidiaries to supply all information in each case reasonably requested by any such representative, underwriter, attorney or accountant in connection with such Registration Statement; provided, however, that any information that is not generally publicly available at the time of delivery of such information shall be kept confidential by such Persons unless (i) disclosure of such information is required by court or administrative order, (ii) disclosure of such information, in the opinion of counsel to such Person, is required by Applicable Law or applicable legal process, or (iii) such information becomes generally available to the public other than as a result of a disclosure or failure to safeguard by such Person. In the case of a proposed disclosure pursuant to (i) or (ii) above, such Person shall be required to give the Company written notice of the proposed disclosure prior to such disclosure and, if requested by the Company, assist the Company in seeking to prevent or limit the proposed disclosure. Without limiting the foregoing, no such information shall be used by such Person as the basis for any market transactions in securities of the Company or its Subsidiaries in violation of Applicable Law;

(p)

cause its officers to use their reasonable best efforts to support the marketing of the Registrable Securities covered by the Registration Statement (including, without limitation, participation in such number of “road shows” as the underwriter or underwriters reasonably request);

(q)

cooperate with each seller of Registrable Securities and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the FINRA; and

(r)

otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months beginning with the first day of the Company’s first full calendar quarter after the effective date of the Registration Statement, which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

The Company may require each Holder of Registrable Securities as to which any registration is being effected to furnish to the Company in writing such information required in connection with such registration regarding such seller and the distribution of such Registrable Securities as the Company may, from time to time, reasonably request and the Company may exclude from such registration the Registrable Securities of any Holder who unreasonably fails to furnish such information within a reasonable time after receiving such request.

The Company agrees not to file or make any amendment to any Registration Statement with respect to any Registrable Securities, or any amendment of or supplement to the Prospectus or any Free Writing Prospectus used in connection therewith, that refers to any Holder covered thereby by name, or otherwise identifies such Holder as the holder of any securities of the Company, without the consent of such Holder, such consent not to be unreasonably withheld or delayed, unless and to the extent such disclosure is required by Applicable Law, in which case the Company shall provide prompt written notice to such Holders prior to the filing of such amendment to any Registration Statement or amendment of or supplement to the Prospectus or any Free Writing Prospectus.

If the Company files any Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, the Company agrees that it shall use its reasonable best efforts to include in such registration statement such disclosures as may be required by Rule 430B under the Securities Act (referring to the unnamed selling security holders in a generic manner by identifying the initial offering of the securities to the Holders) in order to ensure that the Holders may be added to such Shelf Registration Statement at a later time through the filing of a Prospectus supplement rather than a post-effective amendment.

Each Holder of Registrable Securities agrees if such Holder has Registrable Securities covered by such Registration Statement that, upon receipt of any notice from the Company of the

happening of any event of the kind described in Section 4(c)(ii), 4(c)(iii), 4(c)(iv), 4(c)(v) and 4(c)(vi) hereof, such Holder will promptly discontinue disposition of such Registrable Securities covered by such Registration Statement or Prospectus until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 4(j) hereof, or until it is advised in writing by the Company that the use of the applicable Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus; provided, however, that the time periods under Section 3 with respect to the length of time that the effectiveness of a Registration Statement must be maintained shall automatically be extended by the amount of time the Holder is required to discontinue disposition of such securities.

5.

Indemnification.

(a)

Indemnification by the Company. The Company shall, without limitation as to time, indemnify and hold harmless, to the fullest extent permitted by Applicable Law, each Holder of Registrable Securities whose Registrable Securities are covered by a Registration Statement or Prospectus, the officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees of each of them, each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) each such Holder and the officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees of each such controlling person, each underwriter, if any, and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) such underwriter (each such person being referred to herein as a "Covered Person"), from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and reasonable attorneys' fees and any legal or other fees or expenses incurred by such party in connection with any investigation or proceeding), expenses, judgments, fines, penalties, charges and amounts paid in settlement (collectively, "Losses"), as incurred, arising out of or based upon any untrue or alleged untrue statement of a material fact contained in any Prospectus, offering circular, or other document (including any related Registration Statement, notification, or the like or Free Writing Prospectus or any amendment thereof or supplement thereto or any document incorporated by reference therein) incident to any such registration, qualification, or compliance, or based on any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation thereunder applicable to the Company and relating to any action or inaction in connection with the related offering of Registrable Securities, and will reimburse each such Covered Person for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such Loss, provided that the Company will not be liable in any such case to the extent that any such Loss arises out of or is based on any untrue statement or omission by such Covered Person relating to such Covered Person or its Affiliates (other than the Company or any of its Subsidiaries), but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement, Prospectus, offering circular, Free Writing Prospectus or

any amendment thereof or supplement thereto, or any document incorporated by reference therein, or other document in reliance upon and in conformity with written information furnished to the Company by such Covered Person with respect to such Covered Person for use therein. It is agreed that the indemnity agreement contained in this Section 5(a) shall not apply to amounts paid in settlement of any such Loss or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b)

Indemnification by Holder of Registrable Securities. As a condition to including any Registrable Securities in any Registration Statement filed in accordance with Section 4 hereof, the Company shall have received an undertaking reasonably satisfactory to it from the prospective seller of such Registrable Securities to indemnify, to the fullest extent permitted by Applicable Law, severally and not jointly with any other Holders of Registrable Securities whose Registrable Securities are included in any such Registration Statement, the Company, its directors and officers and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) the Company and all other prospective sellers, from and against all Losses arising out of or based on any untrue or alleged untrue statement of a material fact contained in any such Registration Statement, Prospectus, Free Writing Prospectus, offering circular, or other document, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company, such directors, controlling persons and prospective sellers for any legal or any other expenses reasonably incurred in connection with investigating or defending any such Loss, in each case to the extent, but only to the extent, that such untrue statement or omission is made in such Registration Statement, Prospectus, Free Writing Prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by such Holder with respect to such Holder for inclusion in such Registration Statement, Prospectus, offering circular or other document; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such Losses (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided, further, that the liability of such Holder of Registrable Securities shall be limited to the net proceeds received by such selling Holder from the sale of Registrable Securities covered by such Registration Statement.

(c)

Conduct of Indemnification Proceedings. If any Person shall be entitled to indemnity hereunder (an “Indemnified Party”), such Indemnified Party shall give prompt notice to the party from which such indemnity is sought (the “Indemnifying Party”) of any claim or of the commencement of any proceeding with respect to which such Indemnified Party seeks indemnification or contribution pursuant hereto; provided, however, that the delay or failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any obligation or liability except to the extent that the Indemnifying Party has been materially prejudiced by such delay or failure. The Indemnifying Party shall have the right, exercisable by giving written notice to an Indemnified Party promptly after the receipt of written notice from such Indemnified Party of such claim or proceeding, to, unless in the Indemnified Party’s reasonable judgment a

conflict of interest between such indemnified and indemnifying parties may exist in respect of such claim, assume, at the Indemnifying Party's expense, the defense of any such claim or proceeding, with counsel reasonably satisfactory to such Indemnified Party; provided, however, that an Indemnified Party shall have the right to employ separate counsel in any such claim or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless: (i) the Indemnifying Party agrees to pay such fees and expenses; or (ii) the Indemnifying Party fails promptly to assume, or in the event of a conflict of interest cannot assume, the defense of such claim or proceeding or fails to employ counsel reasonably satisfactory to such Indemnified Party; in which case the Indemnified Party shall have the right to employ counsel and to assume the defense of such claim or proceeding at the Indemnifying Party's expense; provided, further, however, that the Indemnifying Party shall not, in connection with any one such claim or proceeding or separate but substantially similar or related claims or proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one firm of attorneys (together with appropriate local counsel) at any time for all of the Indemnified Parties, or for fees and expenses that are not reasonable. Whether or not such defense is assumed by the Indemnifying Party, such Indemnifying Party will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld or delayed). The Indemnifying Party shall not consent to entry of any judgment or enter into any settlement that (x) does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release, in form and substance reasonably satisfactory to the Indemnified Party, from all liability in respect of such claim or litigation for which such Indemnified Party would be entitled to indemnification hereunder or (y) involves the imposition of equitable remedies or the imposition of any obligations on the Indemnified Party or adversely affects such Indemnified Party other than as a result of financial obligations for which such Indemnified Party would be entitled to indemnification hereunder.

(d)

Contribution. If the indemnification provided for in this Section 5 is unavailable to an Indemnified Party in respect of any Losses (other than in accordance with its terms), then each applicable Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party, on the one hand, and Indemnified Party, on the other hand, shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made (or omitted) by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that

does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5(d), an Indemnifying Party that is a selling Holder of Registrable Securities shall not be required to contribute any amount in excess of the amount that such Indemnifying Party has otherwise been, or would otherwise be, required to pay pursuant to Section 5(b) by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(e)

Deemed Underwriter. To the extent that any of the Holders is, or would be expected to be, deemed to be an underwriter of Registrable Securities pursuant to any SEC comments or policies or any court of law or otherwise, the Company agrees that (i) the indemnification and contribution provisions contained in this Section 5 shall be applicable to the benefit of such Holder in its role as deemed underwriter in addition to its capacity as a Holder (so long as the amount for which any other Holder is or becomes responsible does not exceed the amount for which such Holder would be responsible if the Holder were not deemed to be an underwriter of Registrable Securities) and (ii) such Holder and its representatives shall be entitled to conduct the due diligence which would normally be conducted in connection with an offering of securities registered under the Securities Act, including receipt of customary opinions and comfort letters.

(f)

Other Indemnification. Indemnification similar to that specified in the preceding provisions of this Section 5 (with appropriate modifications) shall be given by the Company and each seller of Registrable Securities with respect to any required registration or other qualification of securities under any federal or state law or regulation or governmental authority other than the Securities Act.

(g)

Non-Exclusivity. The obligations of the parties under this Section 5 shall be in addition to any liability which any party may otherwise have to any other party.

(h)

Primacy of Indemnification. The Company hereby acknowledges that the CD&R Investor and its Affiliates that are Holders of Registrable Securities have certain rights to indemnification, advancement of expenses and/or insurance provided by certain of their Affiliates (collectively, the “ Indemnitors ”). The Company hereby agrees that (i) it is the indemnitor of first resort (*i.e.* , its obligations to the CD&R Investor and its Affiliates that are Holders of Registrable Securities are primary and any obligation of the Indemnitors to advance expenses or to provide indemnification for the same Losses incurred by the CD&R Investor and its Affiliates that are Holders of Registrable Securities are secondary to any such obligation of

the Company), (ii) that it shall be liable for the full amount of all Losses to the extent legally permitted and as required by the terms of this Agreement and the articles and other organizational documents of the Company (or any other agreement between the Company and the CD&R Investor or its Affiliates that are Holders of Registrable Securities), without regard to any rights the CD&R Investor and its Affiliates that are Holders of Registrable Securities may have against the Indemnitors, and (iii) it irrevocably waives, relinquishes and releases the Indemnitors from any and all claims (x) against the Indemnitors for contribution, indemnification, subrogation or any other recovery of any kind in respect thereof and (y) that the CD&R Investor and its Affiliates that are Holders of Registrable Securities must seek indemnification from any Indemnitor before the Company must perform its indemnification obligations under this Agreement. No advancement or payment by the Indemnitors on behalf of the CD&R Investor or its Affiliates that are Holders of Registrable Securities with respect to any claim for which the CD&R Investor or its Affiliates that are Holders of Registrable Securities has sought indemnification from the Company hereunder shall affect the foregoing. The Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery which the CD&R Investor and its Affiliates that are Holders of Registrable Securities would have had against the Company if the Indemnitors had not advanced or paid any amount to or on behalf of the CD&R Investor and its Affiliates that are Holders of Registrable Securities. The Company and the CD&R Investor and its Affiliates that are Holders of Registrable Securities agree that the Indemnitors are express third party beneficiaries of this Section 5.

6.

Registration Expenses. All reasonable fees and expenses incurred in the performance of or compliance with this Agreement by the Company including, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses with respect to (A) filings required to be made with the SEC, all applicable securities exchanges and/or FINRA and (B) compliance with securities or blue sky laws, including, without limitation, any fees and disbursements of counsel for the underwriters in connection with blue sky qualifications of the Registrable Securities pursuant to Section 4(g)), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing Prospectuses if the printing of Prospectuses is requested by the managing underwriter or underwriters, if any, or by the CD&R Investor or its Affiliates that are Holders of Registrable Securities, or the Holders of a majority of the Registrable Securities included in any Registration Statement), (iii) transfer agent expenses; (iv) messenger, telephone and delivery expenses of the Company, (v) fees and disbursements of counsel for the Company, (vi) expenses of the Company incurred in connection with any road show, (vii) fees and disbursements of all independent registered public accounting firms referred to in Section 4(n) hereof (including, without limitation, the expenses of any “cold comfort” letters required by this Agreement) and any other Persons, including special experts retained by the Company shall be borne by the Company whether or not any Registration Statement is filed or becomes effective and (viii) fees and disbursements of separate counsel for the CD&R Investor and its Affiliates that are Holders of Registrable Securities if any of them is participating in the offering (which counsel shall be selected by such participating CD&R Investor and its Affiliates that are Holders of Registrable Securities) and, if none of them is participating in the

offering, one counsel for the Holders of Registrable Securities whose shares are included in a Registration Statement (which counsel shall be selected by the Holders of a majority of the Registrable Securities included in such Registration Statement) shall be borne by the Company whether or not any Registration Statement is filed or becomes effective. In addition, the Company shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the securities to be registered on any securities exchange on which similar securities issued by the Company are then listed and rating agency fees and the fees and expenses of any Person, including special experts, retained by the Company.

The Company shall not be required to pay (i) fees and disbursements of any counsel retained by any Holder of Registrable Securities or by any underwriter (except as set forth above in this Section 6), (ii) any underwriter's fees (including discounts, commissions or fees of underwriters, selling brokers, dealer managers or similar securities industry professionals) relating to the distribution of the Registrable Securities (other than with respect to Registrable Securities sold by the Company), (iii) expenses (other than the Company's internal expenses) in connection with any Demand Registration begun pursuant to Section 3, the request of which has been subsequently withdrawn by the CD&R Investor or its Affiliates that are Holders of Registrable Securities unless (x) the withdrawal is based upon (A) any fact, circumstance, event, change, effect or occurrence that individually or in the aggregate with all other facts or circumstances, events, changes, effects or occurrences has a material adverse effect on the Company or (B) material adverse information concerning the Company that the Company had not publicly disclosed at least forty-eight (48) hours prior to such registration request or that the Company had not otherwise notified, in writing, the CD&R Investor and its Affiliates that are Holders of Registrable Securities of at the time of such request, (y) the CD&R Investor and its Affiliates that are Holders of Registrable Securities have not withdrawn two Demand Registrations of a type not covered by the foregoing clauses (iii)(x)(A) or (iii)(x)(B) or (z) after the CD&R Investor's and its Affiliates' that are Holders of Registrable Securities withdrawal of two Demand Registrations where such withdrawal is not covered by clauses (iii)(x)(A) or (iii)(x)(B), the CD&R Investor and its Affiliates that are Holders of Registrable Securities agree to forfeit their right to one Demand Registration pursuant to Section 3 with respect to the limit set forth in Section 3(d) or (iv) any other expenses of the Holders of Registrable Securities not specifically required to be paid by the Company pursuant to the first paragraph of this Section 6 .

7.

Rule 144. The Company covenants that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the request of the CD&R Investor or its Affiliates that are Holders of Registrable Securities, make publicly available such information so long as necessary to permit sales of Registrable Securities pursuant to Rule 144), and it will take such further action as any Holder of Registrable Securities (or, if the Company is not required to file reports as provided above, the CD&R Investor and its Affiliates that are Holders of Registrable Securities) may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Registrable Securities without

registration under the Securities Act within the limitation of the exemptions provided by Rule 144. Upon the request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specifics thereof.

8.

Certain Additional Agreements. If any Registration Statement or comparable statement under state blue sky laws refers to any Holder by name or otherwise as the Holder of any securities of the Company, then such Holder shall have the right to require (a) the insertion therein of language, in form and substance satisfactory to such Holder and the Company, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the Company's securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Company, or (b) in the event that such reference to such Holder by name or otherwise is not in the judgment of the Company required by the Securities Act or any similar federal statute or any state blue sky or securities law then in force, the deletion of the reference to such Holder.

9.

Miscellaneous.

(a)

Termination. The provisions of this Agreement (other than Section 5 and Section 6) shall terminate upon the earliest to occur of (i) its termination by the written agreement of all parties hereto or their respective successors in interest, (ii) with respect to a Stockholder, the date on which all shares of Common Stock held by such Stockholder have ceased to be Registrable Securities, (iii) with respect to the Company, the date on which all shares of Common Stock have ceased to be Registrable Securities and (iv) the dissolution, liquidation or winding up of the Company. Nothing herein shall relieve any party from any liability for the breach of any of the agreements set forth in this Agreement.

(b)

Holdback Agreement. In consideration for the Company agreeing to its obligations under this Agreement, each Holder agrees in connection with any registration of the Company's securities (whether or not such Holder is participating in such registration) upon the request of the Company and the underwriter or underwriters managing any underwritten offering of the Company's securities, not to effect (other than pursuant to such registration) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144, or make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, or enter into any swap or other arrangement that transfers to another Person any of the economic consequences of ownership of, any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company without the prior written consent of the Company or such underwriters, as the case may be, during the Holdback Period.

If any registration pursuant to Section 3 of this Agreement shall be in connection with any underwritten public offering, the Company will not effect any public sale or distribution of any common equity (or securities convertible into or exchangeable or exercisable for common equity) (other than a registration statement (i) on Form S-4, Form S-8 or any successor forms promulgated for similar purposes or (ii) filed in connection with an exchange offer or any employee benefit or dividend reinvestment plan) for its own account, during the Holdback Period.

(c)

Amendments and Waivers. This Agreement may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if any such amendment, action or omission to act, has received the written consent of the Company and each of the CD&R Investor and its Affiliates that are Holders of Registrable Securities, or if no such Holders remain, the Holders of a majority of the Registrable Securities; provided that this Agreement may not be amended in a manner that would, by its terms, adversely affect the rights or obligations of the CD&R Investor or its Affiliates that are Holders of Registrable Securities without the consent of such Holders; provided further that this Agreement may not be amended in a manner that would, by its terms, adversely affect the rights or obligations of any Stockholder which does not adversely affect the rights or obligations of all similarly situated Stockholders in the same manner without the consent of such Stockholder. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms. Any Stockholder may waive (in writing) the benefit of any provision of this Agreement with respect to itself for any purpose. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Stockholder granting such waiver in any other respect or at any other time.

(d)

Successors, Assigns and Transferees. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns who agree in writing to be bound by the provisions of this Agreement. In addition, and whether or not any express assignment shall have been made, the provisions of this Agreement which are for the benefit of Holders shall also be for the benefit of and enforceable by any subsequent Holder of any Registrable Securities, subject to the provisions contained herein.

(e)

Notices. All notices, requests and other communications to be given to any party hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service, or when received in the form of a facsimile or other electronic transmission (receipt confirmation requested), and shall be directed to the address set forth below (or at such other address or facsimile number as such party shall designate by like notice):

if to the Company, to:

Atkore International Group Inc.
16100 South Lathrop Avenue
Harvey, IL 60426
Attention: Daniel S. Kelly
Fax: (708) 339-2726

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attention: Paul M. Rodel, Esq.
Fax: (212) 909-6836

if to the CD&R Investor, to:

Clayton, Dubilier & Rice, LLC
375 Park Avenue
18th Floor
New York, New York 10152
Attention: Theresa A. Gore
Fax: (212) 407-5252

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
Attention: Paul M. Rodel, Esq.
Fax: (212) 909-6836

If to any other Holder of Registrable Securities, to the address of such other Holder as shown in the stock record book of the Company.

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

(f)

Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder. To the fullest extent permitted by Applicable Law, the Company shall not directly or indirectly take any action

that is intended to, or would reasonably be expected to result in, any Stockholder being deprived of the rights contemplated by this Agreement.

(g)

No Inconsistent Agreements. The Company hereby represents and warrants that, as of the date hereof, no registration rights have been granted to any other Person other than pursuant to this Agreement. Without the approval of the CD&R Investor or its Affiliates holding a majority of the Registrable Securities, neither the Company nor any of its Subsidiaries shall enter into any agreement granting registration rights to any Person; provided that this Section 9(g) shall not apply to the extension of customary registration rights in connection with the sale of debt securities or convertible debt securities.

(h)

Entire Agreement; No Third Party Beneficiaries. This Agreement (i) except as may be provided in a Joinder Agreement, constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, correspondence, negotiation, proposed term sheet, agreement, understanding or agreement and there are no agreements, understandings, representations or warranties between the parties other than those set forth or referred to in this Agreement, and (ii) except as provided in Section 5 with respect to an Indemnified Party, is not intended to confer in or on behalf of any Person not a party to this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter or any provision hereof.

(i)

Governing Law; Jurisdiction and Forum; Waiver of Jury Trial.

(i)

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and to be performed wholly within such State and without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction.

(ii)

Each party to this Agreement irrevocably submits to the jurisdiction of the United States District Court for the Southern District of New York or any court of the State of New York located in such district any suit, action or other proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such suit, action or proceeding may be heard and determined in such court. Each party to this Agreement hereby irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such suit, action or other proceeding. The parties further agree, to the extent permitted by Applicable Law, that final and unappealable judgment against any of them in any suit, action or other proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment.

(iii)

EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(j)

Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance or in any jurisdiction, shall be held to be invalid or unenforceable to any extent, (a) the remainder of this Agreement shall not be affected thereby, and each other provision hereof shall be valid and enforceable to the fullest extent permitted by Applicable Law, (b) as to such Person or circumstance or in such jurisdiction such provision shall be reformed to be valid and enforceable to the fullest extent permitted by Applicable Law and (c) the application of such provision to other Persons or circumstances or in other jurisdictions shall not be affected thereby.

(k)

Enforcement. Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the covenants or agreements in this Agreement are not performed in accordance with its terms, and it is therefore agreed that in addition to and without limiting any other remedy or right it may have, the non-breaching party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof.

(l)

Titles and Subtitles. The titles of the articles, sections and subsections of this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(m)

No Recourse. This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as parties hereto and no past, present or future Affiliate, Director, officer, employee, incorporator, member, manager, partner, stockholder, agent, attorney or representative of any party hereto shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

(n)

Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts (including via facsimile and electronic transmission), each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature(s).

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

ATKORE INTERNATIONAL GROUP INC.

By: /s/ Daniel S. Kelly
Name: Daniel S. Kelly
Title: Vice President, General
Counsel and Secretary

[*Signature Page – Registration Rights Agreement*]

CD&R ALLIED HOLDINGS, L.P.

By: CD&R Associates VIII, Ltd.,

its general partner

By: /s/ Theresa A. Gore

Name: Theresa A. Gore

Title: Vice President, Treasurer and
Assistant Secretary

[*Signature Page – Registration Rights Agreement*]

JOINDER AGREEMENT

Reference is made to the Registration Rights Agreement, dated as of [●], 2016 (as amended from time to time, the “Registration Rights Agreement”), by and among Atkore International Group Inc. (the “Company”) and certain stockholders of the Company party thereto. The undersigned agrees, by execution hereof, to become a party to, and to be subject to the rights and obligations under, the Registration Rights Agreement, other than the obligations set forth in the first paragraph of Section 9(b) thereof.

[NAME]

By: _____
Name:
Title:

Date:

Address:

Acknowledged by:

ATKORE INTERNATIONAL GROUP INC.

By: _____
Name:
Title:

Date:

June 9, 2016

Clayton, Dubilier & Rice, LLC
375 Park Avenue, 18th Floor
New York, NY 10152
Tel: (212) 407-5200
Attention: Theresa A. Gore

Ladies and Gentlemen:

Reference is made to the Consulting Agreement, dated December 22, 2010, by and among Atkore International Group Inc. (the “Company”), Atkore International Holdings Inc. (“AIH”), Atkore International Inc. (“AII” and, together with the Company and AIH, “Atkore”) and Clayton, Dubilier & Rice, LLC (“CD&R”), as amended by the Letter Agreement, dated June 26, 2014, by and among the Company, AIH, AII and CD&R (the “CD&R Consulting Agreement”). The CD&R Consulting Agreement sets forth, among other things, the fees to be paid to CD&R by Atkore for Consulting Services to be performed by CD&R thereunder. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the CD&R Consulting Agreement.

Upon the terms and conditions of this letter agreement, the parties hereby agree to terminate the CD&R Consulting Agreement in connection with the Company’s initial public offering of shares of its common stock pursuant to the Company’s Registration Statement on Form S-1 (Registration No. 333-209940) (the “IPO”). In connection with and as consideration for such termination, Atkore, jointly and severally, agrees to pay a fee of \$12,800,000 to CD&R (the “CD&R Termination Fee”) on the closing date of the Company’s IPO. Upon the payment of the CD&R Termination Fee, the CD&R Consulting Agreement will terminate, provided that Section 3 thereof shall survive solely as to any portion of any fee for the Initial Services, Advisory Fee or expenses incurred in rendering the Consulting Services accrued, but not paid or reimbursed, prior to such termination. The termination of the CD&R Consulting Agreement shall not affect the CD&R Indemnification Agreement which shall survive such termination.

This letter agreement may be executed in any number of counterparts, with each executed counterpart constituting an original, but all together one and the same instrument. This letter agreement sets forth the entire understanding and agreement among the parties with respect to the transactions contemplated herein and supersedes and replaces any prior understanding, agreement or statement of intent, in each case written or oral, of any kind and every nature with respect hereto. This letter agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed within that state, without regard to principles of conflict of laws to the extent that such principles would require or permit the application of the laws of another jurisdiction.

[*Remainder of the page left intentionally blank.*]

If the foregoing is in accordance with your understanding and agreement, please sign and return this letter agreement, whereupon this letter agreement shall constitute a binding agreement with respect to the matters set forth herein.

Sincerely,

ATKORE INTERNATIONAL GROUP INC.

By: /s/ Daniel S. Kelly

Name: Daniel S. Kelly

Title: Vice President, General Counsel and Secretary

ATKORE INTERNATIONAL HOLDINGS INC.

By: /s/ Daniel S. Kelly

Name: Daniel S. Kelly

Title: Vice President, General Counsel and Secretary

ATKORE INTERNATIONAL, INC.

By: /s/ Daniel S. Kelly

Name: Daniel S. Kelly

Title: Vice President, General Counsel and Secretary

Acknowledged and agreed as of the
date first above written:

CLAYTON, DUBILIER & RICE, LLC

[Signature Page to Termination Agreement re: Consulting Agreement]

By: /s/ Theresa A. Gore

Name: Theresa A. Gore

Title: Vice President, Treasurer & Assistant Secretary

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) OF THE EXCHANGE ACT, AS AMENDED,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, John P. Williamson , certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Atkore International Group Inc.;
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)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Not applicable;
 - (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.

Dated:

August 2, 2016

/s/ John. P. Williamson

John P. Williamson

President and Chief Executive Officer (Principal Executive Officer)

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) OF THE EXCHANGE ACT, AS AMENDED,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, James A. Mallak , certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Atkore International Group Inc.;
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)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Not applicable;
 - (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.

Dated: August 2, 2016

/s/ James A. Mallak

James A. Mallak

Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

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

I, John P. Williamson, the Chief Executive Officer of Atkore International Group Inc., certify that (i) the Quarterly Report on Form 10-Q for the quarter ended June 24, 2016 , fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Atkore International Group Inc.

Dated:

August 2, 2016 /s/ John. P. Williamson

John P. Williamson

President and Chief Executive Officer (Principal Executive Officer)

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

I, James A. Mallak , the Chief Financial Officer of Atkore International Group Inc., certify that (i) the Quarterly Report on Form 10-Q for the quarter ended June 24, 2016 , fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Atkore International Group Inc.

Dated:

August 2, 2016 /s/ James A. Mallak

James A. Mallak

Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)