

**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 December 30, 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 January 31, 2017, there were 63,121,455 shares of the registrant's common stock, \$0.01 par value per share, outstanding.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

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

<u>(in thousands, except per share data)</u>	Three Months Ended	
	December 30, 2016	December 25, 2015
Net sales	\$ 337,591	\$ 358,375
Cost of sales	245,586	285,966
Gross profit	92,005	72,409
Selling, general and administrative	43,892	43,841
Intangible asset amortization	5,589	5,517
Operating income	42,524	23,051
Interest expense, net	9,830	9,881
Loss on extinguishment of debt	9,805	—
Income before income taxes	22,889	13,170
Income tax expense	5,507	4,598
Net income	\$ 17,382	\$ 8,572
Weighted-Average Common Shares Outstanding		
Basic	62,642	62,466
Diluted	65,920	62,466
Net income per share		
Basic	\$ 0.28	\$ 0.14
Diluted	\$ 0.26	\$ 0.14

See Notes to condensed consolidated financial statements.

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

(in thousands)	Three Months Ended	
	December 30, 2016	December 25, 2015
Net income	\$ 17,382	\$ 8,572
Other comprehensive income:		
Change in foreign currency translation adjustment	(1,900)	35
Change in unrecognized loss related to pension benefit plans (See Note 8)	326	180
Total other comprehensive income (loss)	(1,574)	215
Comprehensive income	\$ 15,808	\$ 8,787

See Notes to condensed consolidated financial statements.

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

(in thousands, except share and per share data)	December 30, 2016	September 30, 2016
Assets		
Current Assets:		
Cash and cash equivalents	\$ 87,973	\$ 200,279
Accounts receivable, less allowance for doubtful accounts of \$958 and \$1,006, respectively	158,952	192,090
Inventories, net (see Note 2)	178,836	161,465
Assets held for sale (see Note 14)	3,313	6,680
Prepaid expenses and other current assets	18,818	22,407
Total current assets	447,892	582,921
Property, plant and equipment, net (see Note 3)	198,062	202,692
Intangible assets, net (see Note 4)	249,349	254,937
Goodwill (see Note 4)	115,829	115,829
Deferred income taxes	944	945
Non-trade receivables	7,160	7,244
Total Assets	\$ 1,019,236	\$ 1,164,568
Liabilities and Equity		
Current Liabilities:		
Short-term debt and current maturities of long-term debt (see Note 6)	\$ 4,228	\$ 1,267
Accounts payable	102,315	114,118
Income tax payable	4,410	2,326
Accrued and other current liabilities (see Note 5)	66,175	87,111
Total current liabilities	177,128	204,822
Long-term debt (see Note 6)	489,519	629,046
Deferred income taxes	12,475	12,834
Other long-term tax liabilities	6,838	6,838
Pension liabilities	34,935	35,172
Other long-term liabilities	17,886	18,610
Total Liabilities	738,781	907,322
Equity:		
Common stock, \$0.01 par value, 1,000,000,000 shares authorized, 63,088,752 and 62,458,367 shares issued and outstanding, respectively	632	626
Treasury stock, held at cost, 260,900 and 260,900 shares, respectively	(2,580)	(2,580)
Additional paid-in capital	405,687	398,292
Accumulated deficit	(95,760)	(113,142)
Accumulated other comprehensive loss	(27,524)	(25,950)
Total Equity	280,455	257,246
Total Liabilities and Equity	\$ 1,019,236	\$ 1,164,568

See Notes to condensed consolidated financial statements.

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

(in thousands)	Three months ended	
	December 30, 2016	December 25, 2015
Operating activities:		
Net income	\$ 17,382	\$ 8,572
Adjustments to reconcile net income to net cash provided by operating activities:		
Loss on sale of fixed assets and assets held for sale	433	7
Depreciation and amortization	13,628	13,493
Amortization of debt issuance costs and original issue discount	723	909
Deferred income taxes	(357)	4,549
Loss on extinguishment of debt	9,805	—
Provision (credit) for losses on accounts receivable and inventory	675	(343)
Stock-based compensation expense	2,720	2,045
Other adjustments to net income	—	(648)
Changes in operating assets and liabilities	(12,840)	23,361
Net cash provided by operating activities	32,169	51,945
Investing activities:		
Capital expenditures	(3,964)	(4,663)
Proceeds from sale of properties and equipment	34	14
Proceeds from sale of other assets	—	458
Proceeds from sale of assets held for sale	3,024	—
Other, net	(20)	—
Net cash used for investing activities	(926)	(4,191)
Financing activities:		
Repayments of short-term debt	(4,200)	(315)
Repayments of long-term debt	(637,350)	(1,050)
Issuance of long-term debt	498,750	—
Payment for debt financing costs and fees	(4,294)	—
Issuance of common shares	4,680	26
Other, net	—	(1)
Net cash used for financing activities	(142,414)	(1,340)
Effects of foreign exchange rate changes on cash and cash equivalents	(1,135)	198
(Decrease) increase in cash and cash equivalents	(112,306)	46,612
Cash and cash equivalents at beginning of period	200,279	80,598
Cash and cash equivalents at end of period	\$ 87,973	\$ 127,210
Supplementary Cash Flow information		
Capital expenditures, not yet paid	\$ 173	\$ 52

See Notes to condensed consolidated financial statements.

ATKORE INTERNATIONAL GROUP INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)
(dollars and shares in thousands, except 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") was incorporated in the State of Delaware on November 4, 2010. Atkore is the sole stockholder of Atkore International Holdings Inc. ("AIH"), which in turn is the sole stockholder of Atkore International, Inc. ("AII").

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 Company's latest Annual Report on Form 10-K for the year ended September 30, 2016 filed with the U.S. Securities and Exchange Commission (the "SEC") on November 29, 2016, and should be read in conjunction with those 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 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 MP&S ("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.

Fiscal Periods - The Company has a fiscal year that ends on September 30. It is the Company's practice to establish quarterly closings using a 4-5-4 calendar. 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 condensed consolidated financial statements and report the associated amounts of revenues and expenses. 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 January 26, 2017, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2017-04, "Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment," which allows an entity to perform its goodwill impairment test by comparing the fair value of a reporting segment with its carrying amount. If the carrying amount exceeds the fair value, the Company would recognize an impairment charge not to exceed the total amount of goodwill allocated to that reporting segment. The effective date for public entities will be annual periods beginning after December 15, 2019, the Company's fiscal 2021. Early adoption is permitted. The Company is evaluating the effect of adopting this new accounting guidance and its impact on the financial statements.

On November 17, 2016, the FASB issued ASU 2016-18, "Restricted cash," which provides additional guidance and clarification to the classification and presentation of restricted cash in ASC 230 - *Statement of Cash Flows*. The effective date for public entities will be annual periods beginning after December 15, 2017, the Company's fiscal 2019. Early adoption is permitted. The Company is evaluating the effect of adopting this new accounting guidance and its impact on the cash flows. We do not believe this update will have a material impact on the financial statements.

2. INVENTORIES, NET

The Company records inventory at the lower of cost (primarily last in, first out, or "LIFO") or market for a majority of the Company. Approximately 82% and 87% of the Company's inventories are valued at the lower of LIFO cost or market at December 30, 2016 and September 30, 2016, respectively. Interim LIFO determinations, including those at December 30, 2016, are based on management's estimates of future inventory levels and costs for the remainder of the current fiscal year.

As of December 30, 2016 and September 30, 2016, the excess and obsolete inventory reserve was \$8,050 and \$8,447, respectively.

3. PROPERTY, PLANT AND EQUIPMENT

As of December 30, 2016 and September 30, 2016, property, plant and equipment at cost and accumulated depreciation were as follows:

(in thousands)	December 30, 2016	September 30, 2016
Land	\$ 13,294	\$ 12,804
Buildings and related improvements	103,322	103,256
Machinery and equipment	244,532	245,011
Leasehold improvements	6,217	6,498
Construction in progress	5,272	6,148
Property, plant and equipment	372,637	373,717
Accumulated depreciation	(174,575)	(171,025)
Property, plant and equipment, net	<u>\$ 198,062</u>	<u>\$ 202,692</u>

Depreciation expense for the three months ended December 30, 2016 and December 25, 2015 totaled \$8,039 and \$7,976, respectively.

4. GOODWILL AND INTANGIBLE ASSETS

Goodwill - There were no changes in the carrying amount of goodwill during the three months ended December 30, 2016 .

(in thousands)	Operating Segment		
	Electrical Raceway	Mechanical Products & Solutions	Total
Balance at December 30, 2016			
Goodwill	\$ 80,564	\$ 82,189	\$ 162,753
Accumulated impairment losses	(3,924)	(43,000)	(46,924)
	<u>\$ 76,640</u>	<u>\$ 39,189</u>	<u>\$ 115,829</u>

The Company assesses the recoverability of goodwill on an annual basis in accordance with Accounting Standards Codification ("ASC") 350, "Intangibles - Goodwill and Other." The measurement date is the first day of the fourth fiscal quarter, or more frequently, if events or circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than the carrying value . During the three months ended December 30, 2016 there were no such events or circumstances in accordance with 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 events or circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than the carrying value, 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 if events or circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than the carrying value . During the three months ended December 30, 2016 there were no such events or circumstances in accordance with 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:

(\$ in thousands)	Weighted Average Useful Life (Years)	December 30, 2016			September 30, 2016		
		Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Amortizable intangible assets:							
Customer Relationships	12	\$ 249,245	\$ (102,668)	\$ 146,577	\$ 249,245	\$ (97,484)	\$ 151,761
Other	7	16,943	(8,051)	8,892	16,943	(7,647)	9,296
Total		266,188	(110,719)	155,469	266,188	(105,131)	161,057
Indefinite-lived intangible assets:							
Trade names		93,880	—	93,880	93,880	—	93,880
Total		<u>\$ 360,068</u>	<u>\$ (110,719)</u>	<u>\$ 249,349</u>	<u>\$ 360,068</u>	<u>\$ (105,131)</u>	<u>\$ 254,937</u>

Amortization expense for the three months ended December 30, 2016 and December 25, 2015 was \$5,589 and \$5,517 , respectively. Expected amortization expense for intangible assets for the remainder of 2017 and over the next five years and thereafter is as follows:

Remaining 2017	\$	16,228
2018		21,399
2019		21,235
2020		21,256
2021		20,558
2022		19,746
Thereafter		35,047

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

5. ACCRUED AND OTHER CURRENT LIABILITIES

As of December 30, 2016 and September 30, 2016 , accrued and other current liabilities were comprised of:

(in thousands)	December 30, 2016	September 30, 2016
Accrued compensation and employee benefits	\$ 17,078	\$ 34,331
Accrued transportation costs	8,835	12,348
Accrued interest	495	—
Deferred gain on sale of investment	9,088	9,088
Product liability	1,550	1,550
Accrued professional services	6,005	7,038
Accrued restructuring	1,089	1,380
Other	22,035	21,376
Accrued and other current liabilities	<u>\$ 66,175</u>	<u>\$ 87,111</u>

6. DEBT

Debt as of December 30, 2016 and September 30, 2016 was as follows:

(in thousands)	December 30, 2016	September 30, 2016
New First Lien Term Loan Facility due December 22, 2023	\$ 498,750	\$ —
First lien loan due April 9, 2021	—	409,200
Second lien loan due October 9, 2021	—	229,460
Deferred financing costs	(5,003)	(8,347)
Total debt	<u>\$ 493,747</u>	<u>\$ 630,313</u>
Less: Current portion	4,228	1,267
Long-term debt	<u>\$ 489,519</u>	<u>\$ 629,046</u>

Term Loan Facilities - On April 9, 2014, AII entered into a credit agreement (the " Initial Credit Agreement ") for a \$420,000 First Lien Term Loan Facility (the "Existing First Lien Term Loan Facility ") and a credit agreement for a \$250,000 Second Lien Term Loan Facility (the " Second Lien Term Loan Facility "). The Existing First Lien Term Loan Facility was priced at 99.5% , carried an interest rate of LIBOR plus 3.5% with a LIBOR floor of 1.00% , and was to mature on April 9, 2021. The Second Lien Term Loan Facility was priced at 99.0% , carried an interest at a rate of LIBOR plus 6.75% with a LIBOR floor of 1.00% , and was to mature on October 9, 2021.

On December 22, 2016, AII entered into an amendment to the Initial Credit Agreement, which amended and restated the Initial Credit Agreement and provided for a new \$500,000 first lien term loan facility (the "New First Lien Term Loan Facility"). Loans under the New First Lien Term Loan Facility bear interest at either LIBOR plus an applicable margin equal to 3.0% or an alternate base rate plus an applicable margin equal to 2.0% and are guaranteed by AIH and the U.S. operating companies owned by AII. The New First Lien Term Loan Facility matures on December 22, 2023, amortizes at a rate of 1.0% per annum and was priced at 99.75%. AII used proceeds from the New First Lien Term Loan Facility and approximately \$155 million of available cash to (i) repay all outstanding loans under the Existing First Lien Term Loan Facility and the Second Lien Term Loan Facility and (ii) pay related fees and expenses, including accrued interest. For the three months ended December 30, 2016, the Company recorded a \$9,805 loss on the extinguishment of the Existing First Lien Term Loan Facility and the Second Lien Term Loan Facility.

The New First Lien Term Loan Facility contains 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 New First Lien Term Loan Facility also contains 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.

As of December 30, 2016, the approximate fair value of the New First Lien Term Loan Facility was \$503,750. In determining the approximate fair value of its long-term debt, the Company used the trading value among financial institutions for the New First Lien Term Loan Facility, which were classified within Level 2 of the fair value hierarchy.

ABL Credit Facility - On December 22, 2016, AII entered into the Fifth Amendment to Credit Agreement and Third Amendment to and Reaffirmation of Guarantee and Collateral Agreement to amend its asset based credit facility (the "ABL Credit Facility"). The amendment, among other things, extended the maturity of the facility to December 22, 2021 and decreased the interest rate margins applicable to loans under the facility to (i) in the case of U.S. dollar-denominated loans, either (x) LIBOR plus an applicable margin ranging from 1.25% to 1.75%, or (y) an alternate base rate plus an applicable margin ranging from 0.25% to 0.75% or (ii) in the case of Canadian dollar-denominated loans, either (x) the BA rate plus an applicable margin ranging from 1.25% to 1.75% or (y) a Canadian prime rate plus an applicable margin ranging from 0.25% to 0.75%. 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 \$180,953 and \$206,917 as of December 30, 2016 and September 30, 2016, respectively. Availability under the ABL Credit Facility is subject to a borrowing base equal to the sum of 85% of eligible accounts receivable plus the lesser of (i) 80% of eligible inventory of each borrower and guarantor and (ii) 85% of the net orderly liquidation value of eligible inventory, subject to certain limitations. There were no borrowings outstanding under the ABL Credit Facility as of December 30, 2016 and September 30, 2016, 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, AII and each of its restricted subsidiaries, 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, AII 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.

7. INCOME TAXES

For the three months ended December 30, 2016 and December 25, 2015, the Company's effective income tax rate attributable to income from operations before income taxes was 24.1% and 34.9% respectively. For the three months ended December 30, 2016 and December 25, 2015, the Company's income tax expense was \$5,507 and \$4,598, respectively. The decrease in the effective tax rate was primarily due to the excess tax benefit associated with the exercise of stock options recognized which is reflected as a reduction in tax expense in the current period. The tax rate was also favorably impacted due to an increased benefit from the domestic manufacturing deduction.

The Company has recorded a valuation allowance against 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.

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 Company is fully indemnified by its former parent for uncertain tax positions taken prior to December 22, 2010.

For the three months ended December 30, 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.

8. 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. 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 months ended December 30, 2016 and December 25, 2015 was as follows:

(in thousands)	Three Months Ended	
	December 30, 2016	December 25, 2015
Service cost	\$ 512	\$ 474
Interest cost	948	1,036
Expected return on plan assets	(1,650)	(1,580)
Amortization of actuarial loss	326	180
Net periodic benefit cost	<u>\$ 136</u>	<u>\$ 110</u>

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

Multi-Employer Plan - The Company has a liability of \$6,438 as of December 30, 2016 and \$6,507 as of September 30, 2016 representing the Company's proportionate share of a multi-employer pension plan which was exited in a prior year.

9. 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.

Diluted earnings per share is computed by dividing net income available to common stockholders by the weighted-average number of shares of common stock outstanding during the period, adjusted to include the number of shares of common stock that would have been outstanding had potentially dilutive shares of common stock been issued. The dilutive effect of stock options, performance stock units and restricted stock units are reflected in diluted net income per share by applying the treasury stock method. There are no other potentially dilutive instruments outstanding. For the three months ended December 25, 2015, as the Company settled all employee stock options in cash, the potential issuance of shares of common stock related to these options did not affect diluted shares.

Holders of certain stock-based compensation awards are eligible to receive dividends. Net earnings allocated to participating securities were not significant for the three months ended December 30, 2016 and December 25, 2015.

(in thousands, except per share data)	Three Months Ended	
	December 30, 2016	December 25, 2015
Basic:		
Net income	\$ 17,382	\$ 8,572
Weighted-average shares outstanding	62,642	62,466
Basic earnings per share	\$ 0.28	\$ 0.14
Diluted:		
Net income	17,382	8,572
Weighted-average shares outstanding	62,642	62,466
Effect of dilutive securities: Stock options ⁽¹⁾	3,278	—
Weighted-average shares outstanding - Diluted	65,920	62,466
Diluted earnings per share	\$ 0.26	\$ 0.14

(1) Stock option to purchase approximately 3.3 million stock options were outstanding during the three months ended December 30, 2016, but were not included in the calculation of diluted earnings per share as the impact of these options would have been anti-dilutive.

10. FAIR VALUE MEASUREMENTS

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. The Company's remaining financial instruments consist primarily of cash, accounts receivable and accounts payable whose carrying value approximate their fair value due to their short-term nature.

The Company separately discloses the fair value of any debt-related obligations within Note 6, "Debt".

The following table presents the assets and liabilities measured at fair value on a recurring basis as of December 30, 2016 and September 30, 2016 in accordance with the fair value hierarchy:

(in thousands)	December 30, 2016			September 30, 2016		
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Assets						
Cash equivalents	\$ 56,996	\$ —	\$ —	\$ 167,006	\$ —	\$ —

11. RESTRUCTURING CHARGES

The liability for restructuring reserves as of December 30, 2016 is included within accrued and other current liabilities in the Company's condensed consolidated balance sheets as follows:

(in thousands)	Electrical Raceway		Mechanical Products & Solutions		Total
	Severance		Severance	Other	
Balance as of September 30, 2016	\$ —	\$ 841	\$ 539	\$ 1,380	
Charges	61	240	88	389	
Utilization	(19)	(28)	(579)	(626)	
Reversals/exchange rate effects	—	(54)	—	(54)	
Balance as of December 30, 2016	\$ 42	\$ 999	\$ 48	\$ 1,089	

During the three months ended December 30, 2016 and December 25, 2015 , the Company recorded \$389 and \$1,294 , respectively of severance and other charges included as a component of selling, general and administrative expenses in the Company's condensed consolidated statement of operations.

12. COMMITMENTS AND CONTINGENCIES

The Company has obligations related to commitments to purchase certain goods. As of December 30, 2016 , such obligations were \$153,813 for the rest of fiscal year 2017 , \$1,823 for fiscal year 2018 and \$1,193 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 reserves related to Special Products Claims matters were \$3,424 and \$3,273 as of December 30, 2016 and September 30, 2016 , 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 \$1,794 and \$1,678 as of December 30, 2016 and September 30, 2016 , respectively. As of December 30, 2016 , the Company believes that the range of probable losses for Special Products Claims and other product liabilities is between \$3,000 and \$10,000 .

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 \$1,399 as of December 30, 2016 .

13. 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 as of December 30, 2016 . 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 December 30, 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 \$27,642 as of December 30, 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 on the Company's business, financial condition, results of operations or cash flows .

14. ASSETS HELD FOR SALE

<u>(in thousands)</u>	<u>December 30, 2016</u>	<u>September 30, 2016</u>
Assets held for sale	\$ 3,313	\$ 6,680

During the first quarter of fiscal 2017, the Company sold a parcel of land and a building related to the exit of a manufacturing facility in Philadelphia, PA at a loss of \$329 . The assets were previously classified as held for sale and had a carrying value of \$3,367 .

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 . 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.

15. 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 before income taxes, adjusted to exclude unallocated expenses, depreciation and amortization, loss on extinguishment of debt, interest expense (net), restructuring and impairments, stock-based compensation, legal settlements, consulting fees, transaction costs and other items, such as lower of cost or market inventory adjustments and the impact from the Fence and Sprinkler exit. Prior to fiscal 2017, income before income taxes was also adjusted to exclude net periodic pension benefit cost and ABF product liability. Beginning in fiscal 2017, these costs are no longer excluded due to the relevant insignificance and nature of these amounts. Prior fiscal years have not been restated for this change.

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					
	December 30, 2016			December 25, 2015		
	External Net Sales	Intersegment Sales	Adjusted EBITDA	External Net Sales	Intersegment Sales	Adjusted EBITDA
Electrical Raceway	\$ 222,442	\$ 521	\$ 40,318	\$ 223,304	\$ 301	\$ 34,433
Mechanical Products & Solutions	115,149	29	\$ 17,577	135,071	31	\$ 19,377
Eliminations	—	(550)		—	(332)	
Consolidated operations	<u>\$ 337,591</u>	<u>\$ —</u>		<u>\$ 358,375</u>	<u>\$ —</u>	

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

(in thousands)	Three Months Ended	
	December 30, 2016	December 25, 2015
Operating segment Adjusted EBITDA		
Electrical Raceway	\$ 40,318	\$ 34,433
Mechanical Products & Solutions	17,577	19,377
Total	57,895	53,810
Unallocated expenses ^(a)	(8,004)	(5,757)
Interest expense, net	(9,830)	(9,881)
Depreciation and amortization	(13,628)	(13,493)
Loss on extinguishment of debt	(9,805)	—
Restructuring & impairments	(389)	(1,294)
Net periodic pension benefit cost	—	(110)
Stock-based compensation	(2,720)	(2,045)
ABF product liability impact	—	(212)
Consulting fee	—	(875)
Transaction costs	(1,560)	(655)
Other	10,930	(5,507)
Impact of Fence and Sprinkler exit	—	(811)
Income before income taxes	<u>\$ 22,889</u>	<u>\$ 13,170</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 Annual Report on Form 10-K for the fiscal year ended September 30, 2016.

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") was incorporated in the State of Delaware in November 2010. Atkore is the sole stockholder of Atkore International Holdings Inc. ("AIH"), which in turn is the sole stockholder 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 December 22, 2016, AII completed the refinancing of its first lien term loan facility (the "Existing First Lien Term Loan Facility") and its second lien term loan facility (the "Second Lien Term Loan Facility") with an amended and restated \$500.0 million first lien term loan facility maturing in December 2023 (the "New First Lien Term Loan Facility"). On the same date, AII also amended its asset-based credit facility (the "Amended ABL Credit Facility") to, among other things, (i) extend the maturity of the Amended ABL Credit Facility to December 2021 and (ii) decrease the interest rate margins applicable to loans under the Amended ABL Credit Facility. We refer to these transactions, collectively, as the "Refinancing." AII used the borrowings under the New Term Loan Facility, together with approximately \$155.0 million of available cash to prepay in full (i) all loans outstanding under the Existing First Lien Term Loan Facility and (ii) all loans outstanding under the Second Lien Term Loan Facility, and to pay related fees and expenses, including accrued and unpaid interest in respect of the Existing First Lien Term Loan Facility and the Second Lien Term Loan Facility.

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 as a profitability measure 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 months ended December 30, 2016 and December 25, 2015 :

(\$ in thousands)	Three months ended	
	December 30, 2016	December 25, 2015
Net sales	\$ 337,591	\$ 358,375
Impact of Fence and Sprinkler exit	—	(7,816)
Adjusted net sales	\$ 337,591	\$ 350,559

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, transactions costs and other recurring costs. 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, and use each in the preparation of our annual operating budgets and as indicators of business performance and profitability. 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, loss on extinguishment of debt, interest expense (net), income tax expense, restructuring and impairments, stock-based compensation, legal settlements, consulting fees, transaction costs, other items, and the impact from our Fence and Sprinkler exit. Prior to fiscal 2017, net income was also adjusted to exclude net periodic pension benefit costs and the impact from anti-microbial coated sprinkler pipe, or "ABF" product liability. These costs are no longer an adjustment to EBITDA beginning in fiscal 2017 due to the relevant insignificance and nature of the amounts. Prior fiscal years have not been restated for this change. 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 months ended December 30, 2016 and December 25, 2015

(in thousands)	Three months ended	
	December 30, 2016	December 25, 2015
Net income	\$ 17,382	\$ 8,572
Interest expense, net	9,830	9,881
Income tax expense	5,507	4,598
Depreciation and amortization	13,628	13,493
Loss on extinguishment of debt	9,805	—
Restructuring & impairments ^(a)	389	1,294
Net periodic pension benefit cost ^(b)	—	110
Stock-based compensation ^(c)	2,720	2,045
ABF product liability impact ^(d)	—	212
Consulting fee ^(e)	—	875
Transaction costs ^(f)	1,560	655
Other ^(g)	(10,930)	5,507
Impact of Fence and Sprinkler exit ^(h)	—	811
Adjusted EBITDA	\$ 49,891	\$ 48,053

(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 11, "Restructuring Charges" to our unaudited condensed consolidated financial statements for further detail.

(b) Through fiscal 2016, represents pension costs in excess of cash funding for pension obligations in the period. Beginning in fiscal 2017, the Company has not adjusted EBITDA for net periodic pension benefit cost. See Note 8, "Postretirement Benefits" to our unaudited condensed consolidated financial statements for further detail.

(c) Represents stock-based compensation expenses related to stock option awards, performance stock awards and restricted stock units.

(d) Through fiscal 2016, represents changes in our estimated exposure to ABF matters. Beginning in fiscal 2017, the company has not adjusted EBITDA for the costs incurred with the ABF product liability. See Note 12, "Commitments and Contingencies" to our unaudited condensed consolidated financial statements for further detail.

(e) Represents amounts paid to CD&R under a consulting agreement which was terminated on June 15, 2016.

(f) Represents expenses related to our IPO and secondary offerings and acquisition and divestiture-related activities.

(g) Represents other items, such as lower-of-cost-or-market inventory adjustments and release of certain indemnified uncertain tax positions.

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

Results of Operations

The results of operations for the three months ended December 30, 2016 and December 25, 2015 were as follows:

(\$ in thousands)	Three months ended			
	December 30, 2016	December 25, 2015	Change	% Change
Net sales	\$ 337,591	\$ 358,375	\$ (20,784)	(5.8)%
Cost of sales	245,586	285,966	(40,380)	(14.1)%
Gross profit	92,005	72,409	19,596	27.1 %
Selling, general and administrative	43,892	43,841	51	0.1 %
Intangible asset amortization	5,589	5,517	72	1.3 %
Operating income	42,524	23,051	19,473	84.5 %
Interest expense, net	9,830	9,881	(51)	(0.5)%
Loss on extinguishment of debt	9,805	—	9,805	*
Income before income taxes	22,889	13,170	9,719	73.8 %
Income tax expense	5,507	4,598	909	19.8 %
Net income	\$ 17,382	\$ 8,572	\$ 8,810	102.8 %
Non-GAAP financial data				
Adjusted net sales	\$ 337,591	\$ 350,559	\$ (12,968)	(3.7)%
Adjusted EBITDA	\$ 49,891	\$ 48,053	\$ 1,838	3.8 %
Adjusted EBITDA Margin	14.8%	13.7%		

* Not meaningful

Net sales

Net sales decreased \$20.8 million , or 5.8% to \$337.6 million for the three months ended December 30, 2016 compared to \$358.4 million for the three months ended December 25, 2015 . The decrease was due to lower volume of \$30.6 million primarily related to lower demand for mechanical pipe products. Net sales also decreased \$7.8 million related to the Fence and Sprinkler exit in November 2015 , \$2.5 million due to the impact of a stronger U.S. dollar and \$2.3 million of decreased freight revenue. These declines were partially offset by \$22.4 million of higher net average selling prices in part due to rising input costs during the period, primarily in the nonresidential market.

Cost of sales

Cost of sales decreased by \$40.4 million , or 14.1% to \$245.6 million for the three months ended December 30, 2016 compared to \$286.0 million for the three months ended December 25, 2015 . The decrease was primarily due to lower volume of \$23.6 million primarily related to our mechanical pipe products. Cost of sales also decreased \$7.1 million due to lower freight and warehouse costs resulting from lower volume of products sold, \$6.7 million resulting from the Fence and Sprinkler exit and \$0.9 million due to lower material cost for goods sold as a result of decreased lower-of-cost-or-market charges partially offset by higher material costs. A stronger U.S. dollar provided a favorable foreign currency translation impact, lowering cost of sales by \$2.1 million.

Gross profit

Gross profit increased by \$19.6 million , or 27.1% to \$92.0 million for the three months ended December 30, 2016 compared to \$72.4 million for the three months ended December 25, 2015 . The net increase was primarily attributable to the benefit of passing through higher raw material input costs and our ability to execute our strategic pricing initiatives by meeting customer expectations. We also experienced lower freight and warehouse costs offset in part by lower volume of products sold and the impact of our Fence and Sprinkler exit.

Selling, general and administrative

Selling, general and administrative expenses increased \$0.1 million , or 0.1% to \$43.9 million for the three months ended December 30, 2016 compared to \$43.8 million for the three months ended December 25, 2015 . The increase was primarily driven by transaction costs of \$1.0 million and incremental stock-based compensation expense of \$0.7 million and \$0.2 million across a variety of expense categories. The increase is partially offset by lower restructuring costs of \$0.9 million related to the announcement of our Fence and Sprinkler exit in November 2015 and lower consulting fees of \$0.9 million resulting from the termination of the CD&R consulting agreement during the third quarter of fiscal 2016.

Intangible asset amortization

Intangible asset amortization expenses increased \$0.1 million , or 1.3% , to \$5.6 million for the three months ended December 30, 2016 , compared to \$5.5 million for the three months ended December 25, 2015 . There were no significant changes from the prior-year period.

Operating income

Operating income increased \$19.5 million or 84.5% to \$42.5 million for the three months ended December 30, 2016 compared to \$23.1 million for the three months ended December 25, 2015 . The increase was due primarily to expanded gross profit of \$19.6 million offset in part by an increase in selling, general, and administrative expenses of \$0.1 million .

Interest expense, net

Interest expense, net, decreased \$0.1 million , or 0.5% to \$9.8 million for the three months ended December 30, 2016 compared to \$9.9 million for the three months ended December 25, 2015 . The decrease is due to the Refinancing transactions on December 22, 2016 , which resulted in lower interest expense resulting from lower levels of debt and lower interest rates and lower amortization of debt fees of \$0.3 million. The decrease is partially offset by lower interest income of \$0.2 million.

Loss on extinguishment of debt

On December 22, 2016 , AII entered into the New First Lien Term Loan Facility . AII used proceeds from the new facility and approximately \$155.0 million of available cash to repay all outstanding loans under the Existing First Lien Term Loan Facility and the Second Lien Term Loan Facility and pay related fees and expenses, including accrued interest , resulting in a net loss on extinguishment of debt of \$9.8 million . There were no debt refinancing transactions during the first quarter of fiscal 2016.

Income tax expense

Our income tax rate decreased to 24.1% for the three months ended December 30, 2016 compared to 34.9% for the three months ended December 25, 2015 . The decrease in the effective tax rate was primarily due to the excess tax benefit associated with the exercise of stock options recognized which is reflected as a reduction in tax expense in the current period. The tax rate was also favorably impacted due to an increased benefit from the domestic manufacturing deduction.

Net income

Net income increased by \$8.8 million , or 102.8% to \$17.4 million for the three months ended December 30, 2016 compared to \$8.6 million for the three months ended December 25, 2015 . The increase was due to increased operating income of \$19.5 million offset partially by a loss on extinguishment of debt of \$9.8 million and an increase in income tax expense of \$0.9 million .

Adjusted EBITDA

Adjusted EBITDA increased by \$1.8 million , or 3.8% to \$49.9 million for the three months ended December 30, 2016 compared to \$48.1 million for the three months ended December 25, 2015 . The increase was due primarily to higher gross margins from our ability to pass through material costs increases and improving productivity in manufacturing freight and warehouse costs, partially offset by a decrease in the volume of products sold.

Segment results

Electrical Raceway

(\$ in thousands)	Three months ended				
	December 30, 2016	December 25, 2015	Change	% Change	
Net sales	\$ 222,963	\$ 223,605	\$ (642)	(0.3)%	
Adjusted EBITDA	\$ 40,318	\$ 34,433	\$ 5,885	17.1 %	
Adjusted EBITDA margin	18.1%	15.4%			

Net sales

Net sales declined \$0.6 million , or 0.3% , to \$223.0 million for the three months ended December 30, 2016 compared to \$223.6 million for the three months ended December 25, 2015 . The decrease was due primarily to lower volume of \$20.2 million across all of our Electrical Raceway product lines due to market demand and lower freight income of \$0.1 million partially offset by higher average selling prices of \$19.7 million resulting from passing through higher input costs and our ability to earn a premium from meeting customer expectations of product availability, delivery service levels and co-loading capabilities.

Adjusted EBITDA

Adjusted EBITDA for the three months ended December 30, 2016 increased \$5.9 million , or 17.1% , to \$40.3 million for the three months ended December 30, 2016 from \$34.4 million for the three months ended December 25, 2015 . The primary driver of the increase was gross profit expansion due to productivity savings, selling higher value products and our ability to pass through input cost changes.

Mechanical Products & Solutions

(\$ in thousands)	Three months ended				
	December 30, 2016	December 25, 2015	Change	% Change	
Net sales	\$ 115,178	\$ 135,102	\$ (19,924)	(14.7)%	
Impact of Fence and Sprinkler exit	—	(7,816)	7,816	(100.0)%	
Adjusted net sales	\$ 115,178	\$ 127,286	\$ (12,108)	(9.5)%	
Adjusted EBITDA	\$ 17,577	\$ 19,377	\$ (1,800)	(9.3)%	
Adjusted EBITDA margin	15.3%	15.2%			

Net sales

Net sales declined \$19.9 million , or 14.7% , for the three months ended December 30, 2016 to \$115.2 million compared to \$135.1 million for the three months ended December 25, 2015 . The decrease was primarily due to declines in sales volume of \$10.1 million, primarily related to lower demand across mechanical pipe products from the solar end-market, partially offset by increased volume for international business and construction services. Net sales decreased \$7.8 million related to the Fence and Sprinkler exit in November 2016, negative foreign currency translation impact of \$2.5 million and \$2.2 million due to lower freight income. The decline in net sales is offset by increased average selling prices of \$2.7 million resulting from higher input costs.

Adjusted EBITDA

Adjusted EBITDA decreased \$1.8 million , or 9.3% , to \$17.6 million three months ended December 30, 2016 compared to \$19.4 million for the three months ended December 25, 2015 . Adjusted EBITDA decreased primarily due to the decrease in volume offset partially by productivity savings and increased prices.

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 \$88.0 million as of December 30, 2016, of which \$31.0 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 decreased \$112.3 million from September 30, 2016 due to the Refinancing activities.

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 December 30, 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 \$198.9 million. As outstanding letters of credit count as utilization of the commitments under the ABL Credit Facility and reduce the amount available for borrowings, approximately \$181.0 million was available under our ABL Credit Facility as of December 30, 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 New First Lien Term Loan Facility and the ABL Credit Facility (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 New First Lien Term Loan Facility requires 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)	Three months ended	
	December 30, 2016	December 25, 2015
Cash flows provided by (used in):		
Operating activities	\$ 32,169	\$ 51,945
Investing activities	(926)	(4,191)
Financing activities	(142,414)	(1,340)

Operating activities

During the three months ended December 30, 2016, \$32.2 million was provided by operating activities compared to \$51.9 million during the three months ended December 25, 2015. The \$19.8 million decrease in cash provided was primarily due to an increase in inventory resulting from higher material costs offset by increased earnings.

Investing activities

During the three months ended December 30, 2016, the Company used \$0.9 million for investing activities compared to \$4.2 million during the three months ended December 25, 2015. The \$3.3 million decrease in cash used for investing activities is due to \$3.0 million of proceeds from the sale of assets held for sale during the three months ended December 30, 2016 compared to \$0.5 million of proceeds from the sale of investments during the three months ended December 25, 2015. Additionally, the Company invested \$4.0 million compared to \$4.7 million during the three months ended December 30, 2016 and December 25, 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.

Financing Activities

During the three months ended December 30, 2016, the Company used \$142.4 million for financing activities compared to \$1.3 million provided during the three months ended December 25, 2015. On December 22, 2016, AII completed the refinancing of the Existing First Lien Term Loan Facility and the Second Lien Term Loan Facility with the \$500.0 million New First Lien Term Loan Facility. AII used the borrowings under the New Term Loan Facility, together with approximately \$155.0 million of available cash to prepay in full (i) all loans outstanding under the Existing First Lien Term Loan Facility and (ii) all loans outstanding under the Second Lien Term Loan Facility, and to pay related fees and expenses, including accrued and unpaid interest in respect of the Existing First Lien Term Loan Facility and the Second Lien Term Loan Facility.

The use of cash was primarily for the \$649.9 million redemption of the First Term Lien Loan Facility and the Second Term Lien Loan Facility offset by cash provided from the net borrowing of \$498.8 million for the New First Lien Term Loan Facility.

Contractual Obligations and Commitments

The following table summarizes material changes to our contractual obligations as of September 30, 2016, resulting from the changes in our debt during the three months ended December 30, 2016. These changes resulted from AII entering into the New First Lien Term Loan Facility which increased total commitments under the facility to \$500 million and reduced the interest rate to LIBOR plus 3.0%. AII used proceeds from the new facility and \$155 million of available cash to repay outstanding loans under the Existing First Lien Term Loan Facility and the Second Lien Term Loan Facility. See Note 6, "Debt" in the notes to the condensed consolidated financial statements.

(in thousands)	Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years	Total
New First Lien Term Loan Facility due December 22, 2023	\$ 3,750	\$ 10,000	\$ 10,000	\$ 476,250	\$ 500,000
Interest expense ^(a)	25,163	43,087	42,298	43,364	153,912

(a) Interest expense is estimated based on outstanding loan balances assuming principal payments are made according to the payment schedule and interest rates as of December 30, 2016 (4.25% for the ABL Credit Facility, 4.00% for the New First Lien Term Loan Facility).

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 Annual Report.

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 within the meaning of the Private Securities Litigation Reform Act of 1995 that are based on management's beliefs and assumptions and information currently available to management. 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 quarterly report. 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 quarterly report, 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 Annual Report on Form 10-K for the fiscal year ended September 30, 2016 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 risks and 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 quarterly report 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 Company's latest Annual Report on Form 10-K for the fiscal year ended September 30, 2016.

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 12, "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 Company's latest Annual Report on Form 10-K for the fiscal year ended September 30, 2016.

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

- 10.1 Fifth Amendment to Credit Agreement and Third Amendment to and Reaffirmation of Guarantee and Collateral Agreement, dated as of December 22, 2016, among Atkore International, Inc., the several banks and other financial institutions from time to time parties thereto, UBS AG, Stamford Branch, as administrative agent for the lenders and as collateral agent for the secured parties, the other loan parties party thereto and the several banks and other financial institutions party thereto, is incorporating by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed December 22, 2016.
- 10.2 Second Amendment to First Lien Credit Agreement and First Amendment to and Reaffirmation of Guarantee and Collateral Agreement, dated as of December 22, 2016, among Atkore International, Inc., Deutsche Bank AG New York Branch, as administrative agent, the other loan parties party thereto and the several banks and other financial institutions party thereto, is incorporating by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed December 22, 2016.
- 10.3#* Form of Employee Stock Option Agreement under the Omnibus Incentive Plan.
- 10.4#* Form of Employee Restricted Stock Agreement under the Omnibus Incentive Plan.
- 10.5#* Form of Employee Performance Share Agreement under the Omnibus Incentive Plan.
- 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: February 7, 2017

By: /s/ James A. Mallak

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

Atkore International Group Inc.
Form of Employee Stock Option Agreement

This Employee Stock Option Agreement (this “Agreement”), dated as of the date of grant separately communicated (the “Grant Date”), between Atkore International Group Inc., a Delaware corporation (the “Company”), and each employee who is employed by the Company or one of its Subsidiaries and to whom a grant has been authorized (the “Employee”), is being entered into pursuant to the Atkore International Group Inc. 2016 Omnibus Incentive Plan (the “Plan”). Capitalized terms that are used in this Agreement but not defined in this Agreement have the meanings given to such terms in the Plan.

The Company and the Employee hereby agree as follows:

Section 1. Grant of Options.

(a) Confirmation of Grant. Subject to the terms of this Agreement, the Company hereby evidences and confirms, effective as of the Grant Date, its grant to the Employee of Options to purchase the number of shares of Company Common Stock separately communicated to the Employee. The Options are not intended to be Incentive Stock Options. This Agreement is entered into pursuant to, and the terms of the Options are subject to, the terms of the Plan. If there is any inconsistency between an express provision of this Agreement and an express provision of the Plan, the provision of the Plan shall govern. Acceptance of this Agreement shall be evidenced by such physical or electronic methods as are adopted by the Company.

(b) Option Price. Each share covered by an Option shall have the Option Price separately communicated with respect to the Option.

(c) Restrictive Covenants. In consideration of the grant of the Options and the economic benefits that may derive therefrom, Employee agrees to be bound to the restrictive covenants set forth in Exhibit A hereof.

Section 2. Vesting and Exercisability.

(a) Vesting of Options. Except as otherwise provided Section 2(b) of this Agreement, the Options shall become vested in three equal annual installments on the first through third anniversaries of the Grant Date, subject to the continuous employment of the Employee with the Company until the applicable vesting date; provided that (x) if the Employee’s employment with the Company is terminated in a Special Termination (i.e., by reason of the Employee’s death or Disability), any unvested Options held by the Employee shall immediately vest as of the effective date of such Special Termination, and (y) if the Employee’s employment with the Company terminates by reason of the Employee’s retirement on or after the Employee reaching normal retirement age (as determined by the retirement policy of the Company applicable to the Employee), any unvested Options held by the Employee as of the effective date of such retirement shall remain outstanding and shall become vested and exercisable on the scheduled vesting date(s) thereof subject to the Administrator’s determination that the Employee is in material compliance with any restrictive covenants to which the Employee is subject; provided,

that at least six (6) months must elapse from the Grant Date to the date of termination of the Employee's employment for any termination initiated by the Employee to be treated as a retirement.

(b) Discretionary Acceleration. The Administrator, in its sole discretion, may accelerate the vesting or exercisability of all or a portion of the Options, at any time and from time to time.

(c) Effect of a Change in Control. In the event of a Change in Control, all or a portion of the Options shall be converted into Alternative Awards meeting the requirements of the Plan; provided, that if so determined by the Administrator prior to the Change in Control, all Options, whether vested or unvested, shall be cancelled as set forth in Article XIV of the Plan for the payment described therein.

(d) Exercise. Once vested in accordance with the provisions of this Agreement, the Options may be exercised at any time and from time to time prior to the date such Options terminate pursuant to Section 2 or Section 3, subject to such generally applicable restrictions on exercise as may be imposed by the Administrator (including customary blackout periods during which trading by employees may not occur). Options may only be exercised with respect to whole Shares and must be exercised in accordance with Section 4 of this Agreement.

Section 3. Termination of Options.

(a) Normal Termination Date. Unless earlier terminated pursuant to Section 2, or Section 3(b), Section 3(c) or Section 3(d) of this Agreement, the Options shall terminate on the tenth anniversary of the Grant Date (the "Normal Termination Date"), if not exercised prior to such date.

(b) Early Termination for Cause; Effect of Competitive Activity. If the Employee's employment is terminated for Cause, or if the Employee engages in Competitive Activity after a termination of employment whether or not such termination is for Cause, all Options (whether or not then vested or exercisable) shall automatically be forfeited without payment upon such event. The Company may suspend, for a period of up to 90 days, the right of the Employee to exercise the Options during any period in which the Company believes reasonably and in good faith that the Employee may have engaged in acts constituting Cause or Competitive Activity.

(c) Early Termination for Any Other Reason. Subject to Section 3(d), if the Employee's employment with the Company terminates for any reason, any Options held by the Employee that have not vested before the effective date of such termination of employment shall terminate immediately upon such termination of employment. Subject to Section 2, all vested Options held by the Employee following the effective date of a termination of employment other than for Cause shall remain exercisable until the first to occur of (i) the ninety-day anniversary of the effective date of the Employee's termination of employment by the Company without Cause, (ii) the first anniversary of the date of the Employee's termination by reason of death or Disability, (iii) the third anniversary of the date of the Employee's retirement on or after the Employee reaching normal retirement age (as determined by the retirement policy of the

Company applicable to the Employee), (iv) the thirty-day anniversary of the effective date of the Employee's termination of employment if such termination is not a termination to which clauses (i), (ii) or (iii) applies, and (v) the Normal Termination Date. Any vested Options not exercised within such period shall automatically terminate upon the expiration of such period.

(d) Tolling Provision. The Normal Termination Date and the post-termination exercise periods set forth in Section 3(c) shall be tolled by one business day for each business day that the exercise of the Options is not permitted under the Company trading policies or applicable law (as determined by the Administrator), but not later than the first anniversary of the Normal Termination Date.

Section 4. Manner of Exercise.

(a) General. Subject to such reasonable administrative regulations as the Administrator may adopt from time to time, the exercise of vested Options by the Employee shall be pursuant to procedures set forth in the Plan or established by the Administrator from time to time and shall include the Employee specifying the proposed date on which the Employee desires to exercise a vested Option (the "Exercise Date"), the number of whole Shares with respect to which the Options are being exercised (the "Exercise Shares") and the aggregate Option Price for such Exercise Shares (the "Exercise Price") or such other or different requirements as may be imposed by the Company. Unless otherwise determined by the Administrator, (i) on or before the Exercise Date the Employee shall arrange for delivery to the Company, in such manner as is permitted under the Plan (including, if available, pursuant to a broker-assisted cashless exercise program established by the Company), of full payment for the Exercise Shares plus any required withholding taxes or other similar taxes, charges or fees and (ii) on the Exercise Date, the Company shall register the issuance of the Exercise Shares on its records (or direct such issuance to be registered by the Company's transfer agent). The Company may require the Employee to furnish or execute such other documents as the Administrator shall deem necessary (i) to evidence such exercise or (ii) to comply with or satisfy the requirements of the Securities Act, applicable state or non-U.S. securities laws or any other law.

(b) Restrictions on Exercise. Notwithstanding any other provision of this Agreement, the Options may not be exercised in whole or in part, and no certificates representing Exercise Shares shall be delivered, (i) (A) unless all requisite approvals and consents of any governmental authority of any kind shall have been secured, (B) the purchase of the Exercise Shares shall be exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the Exercise Shares shall have been registered under such laws, and (C) all applicable U.S. federal, state and local and non-U.S. tax withholding requirements shall have been satisfied, or (ii) if such exercise would result in a violation of the terms or provisions of, or a default or an event of default under, any guarantee, financing or security agreement entered into by the Company or any Subsidiary from time to time.

Section 5. Miscellaneous.

- (a) Withholding. The Company or one of its Subsidiaries may require the Employee to remit to the Company an amount in cash sufficient to satisfy any applicable U.S. federal, state and local and non-U.S. tax withholding or other similar charges or fees that may arise in connection with the grant, vesting, exercise, settlement or purchase of the Options to the extent that such withholding requirement is not satisfied by other means; provided, that if Exercise Shares are retained to satisfy such obligation, the number of Exercise Shares retained shall be effected at a rate determined by the Company that is permitted under applicable IRS withholding rules and that does not to cause adverse accounting consequences.
- (b) Incorporation of Forfeiture Provisions. The Employee acknowledges and agrees that, pursuant to the Plan, he or she shall be subject to any generally applicable disgorgement or forfeiture provisions set forth in Article XIII of the Plan as of the date of this Agreement or as may be imposed by the Administrator (including as required by applicable law) after the date of this Agreement, including with respect to post-employment Competitive Activity. The Employee hereby appoints the Company as the Employee's attorney-in-fact of the undersigned to take such actions as may be necessary or appropriate to effect a transfer of the record ownership of any such Shares to which such disgorgement or forfeiture provisions may apply.
- (c) No Rights as Stockholder; No Voting Rights. The Employee shall have no rights as a stockholder of the Company with respect to any Shares covered by the Options until the exercise of the Options and delivery of the Shares.
- (d) No Right to Continued Employment. Nothing in this Agreement shall be deemed to confer on the Employee any right to continue in the employ of the Company or any Subsidiary, or to interfere with or limit in any way the right of the Company or any Subsidiary to terminate such employment at any time.
- (e) Non-Transferability of Options. The Options may be exercised only by the Employee, or, following the Employee's death, by the Employee's designated beneficiary or by the Employee's estate in the absence of a designated beneficiary. The Options are not assignable or transferable, in whole or in part, and they may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including, but not limited to, by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Employee upon the Employee's death or with the Company's consent.
- (f) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be provided as set forth in Section 15.13 of the Plan.
- (g) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors, assigns, beneficiaries, legal representatives or estate any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(h) Waiver; Amendment.

(i) Waiver. Any party hereto or beneficiary hereof may by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive compliance with any of the conditions or covenants of the other parties contained in this Agreement and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

(ii) Amendment. This Agreement may not be amended, modified or supplemented orally, but only by a written instrument executed by the Employee and the Company.

(i) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Employee without the prior written consent of the other party.

(j) Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

(k) Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding arising out of this Agreement or any transaction contemplated hereby. Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties have been induced to enter into the Agreement by, among other things, the mutual waivers and certifications in this Section 5(k).

(l) Lock-Up Periods. If the Company files a registration statement under the Securities Act with respect to an underwritten public offering of any shares of its capital stock, the Employee shall not affect any public sale (including a sale under Rule 144 under the Securities Act or other similar provision of applicable law) or distribution of any Company Common Stock, other than as part of such underwritten public offering, during the 20 days prior to and the 90 days after the effective date of such registration statement (or such other period, not to exceed 180 days, as may be generally applicable to or agreed by the Company with respect to

its transactions in its own Shares). If the Company files a prospectus in connection with a takedown from a shelf registration statement, the Associate shall not affect any public sale (including a sale under Rule 144 under the Securities Act or other similar provision of applicable law) or distribution of any Company Common Stock, other than as part of such offering, for 20 days prior to and 90 days after the date the prospectus supplement is filed with the Securities and Exchange Commission.

(m) Trading Policies. The Employee acknowledges and agrees that he or she shall be subject to, and shall comply with, any of the Company's trading policies, as in effect from time to time.

(n) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(o) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Exhibit ARestrictive CovenantsSection 1 Confidential Information.

1.1 The Employee agrees that during the Employee's employment with the Company or its Subsidiaries, and thereafter, the Employee will not disclose confidential or proprietary information or trade secrets related to any business of the Company or its Subsidiaries, including without limitation, and whether or not such information is specifically designated as confidential or proprietary: all business plans and marketing strategies; information concerning existing and prospective markets, suppliers and customers; financial information; information concerning the development of new products and services; and technical and non-technical data related to software programs, design, specifications, compilations, inventions, improvements, patent applications, studies, research, methods, devices, prototypes, processes, procedures and techniques.

1.2 The Employee's obligations under this Section 1 are indefinite in term.

Section 2 Return of Company Property.

2.1 The Employee acknowledges that all tangible items containing any confidential or proprietary information or trade secrets, including without limitation: memoranda, photographs, records, reports, manuals, drawings, blueprints, prototypes, notes, documents, drawings, specifications, software, media and other materials, including any copies thereof (including electronically recorded copies), are the exclusive property of the Company, and its Subsidiaries, and the Employee shall deliver to the Company all such material in the Employee's possession or control upon the Company's request and in any event upon the termination of the Employee's employment with the Company or its Subsidiaries. The Employee shall also return any keys, equipment, identification or credit cards, or other property belonging to the Company or its Subsidiaries upon termination of the Employee's employment or the Company's request.

Section 3 Noncompetition and Nonsolicitation.

3.1 The Employee agrees that during the Employee's employment with the Company or its Subsidiaries, and for the one (1) year period following the date on which the Employee's employment with the Company or its Subsidiaries terminates for any reason, the Employee will not directly or indirectly, own, manage, operate, control (including indirectly through a debt or equity investment), provide services to, be employed by, or be connected in any manner with, any person or entity engaged in any business that is (i) located in a region with respect to which the Employee had substantial responsibilities while employed by the Company or its Subsidiaries, and (ii) competitive, with (A) the line of business or businesses of the Company or its Subsidiaries in which the Employee was employed with during the Employee's employment (including any prospective business to be developed or acquired that was proposed at the date of termination), or (B) any other business of the Company or its Subsidiaries with respect to which

the Employee had substantial exposure during such employment. For avoidance of doubt, if the Employee is a senior officer of the Company, the restriction contained herein shall relate to the Company and all of its Subsidiaries.

3.2 The Employee agrees that during the Employee's employment with the Company or its Subsidiaries, and for the two (2) year period thereafter, the Employee will not, directly or indirectly, on the Employee's own behalf or on behalf of another (i) solicit, recruit, aid or induce any employee of the Company or its Subsidiaries to leave his or her employment with the Company or its Subsidiaries in order to accept employment with or render services to another person or entity unaffiliated with the Company or its Subsidiaries, or hire or knowingly take any action to assist or aid any other person or entity in identifying or hiring any such employee, or (ii) solicit, aid, or induce any customer of the Company or its Subsidiaries to purchase goods or services then sold by the Company or its Subsidiaries from another person or entity, or assist or aid any other persons or entity in identifying or soliciting any such customer, or (iii) otherwise interfere with the relationship of the Company or any of its Subsidiaries with any of its employees, customers, agents, representatives or suppliers.

Section 4 Remedies.

4.1 The Company and the Employee agree that the provisions of this Exhibit A do not impose an undue hardship on the Employee and are not injurious to the public; that these provisions are necessary to protect the business of the Company and its Subsidiaries; that the nature of the Employee's responsibilities with the Company provide and/or will provide the Employee with access to confidential or proprietary information or trade secrets that are valuable and confidential to the Company and its Subsidiaries; that the Company would not grant stock options, performance share units or restricted stock units to the Employee if the Employee did not agree to the provisions of this Exhibit A; that the provisions of this Exhibit A are reasonable in terms of length of time and scope; and that adequate consideration supports the provisions of this Exhibit A. In the event that a court determines that any provision of this Exhibit A is unreasonably broad or extensive, the Employee agrees that such court should narrow such provision to the extent necessary to make it reasonable and enforce the provisions as narrowed. The Company reserves all rights to seek any and all remedies and damages permitted under law, including, but not limited to, injunctive relief, equitable relief and compensatory damages for any breach of the Employee's obligations under this Exhibit A.

4.2 Without limiting the generality of the remedies available to the Company pursuant to Section 4.1, if the Employee, except with the prior written consent of the Company, materially breaches the restrictive covenants contained in this Exhibit A, the Employee shall forfeit any then-outstanding stock options, performance share units or restricted stock units (whether vested or unvested); shall forfeit any shares of Common Stock acquired on exercise of stock options or vesting of performance share units or restricted stock units and then owned by the Employee; and shall pay to the Company in cash any net after-tax gain the Employee realized in cash in connection with the exercise of stock options (and/or sale of Common Stock underlying stock options or any shares purchased by the Employee from the Company). These rights of forfeiture and recoupment are in addition to any other remedies the Company may have against the

Employee for the Employee's breach of the restrictive covenants contained in this Exhibit A. The Employee's obligations under this Exhibit A shall be cumulative (but not duplicative, nor operate to extend the length of any such obligations) of any similar obligations the Employee has under the Plan, the Agreement or any other agreement with the Company or any Affiliate.

Atkore International Group Inc.
Form of Employee Restricted Stock Unit Agreement

This Employee Restricted Stock Unit Agreement (this “Agreement”), dated as of the date of grant separately communicated (the “Grant Date”), between Atkore International Group Inc., a Delaware corporation (the “Company”), and each employee who is employed by the Company or one of its Subsidiaries and to whom a grant has been authorized (the “Employee”), is being entered into pursuant to the Atkore International Group Inc. 2016 Omnibus Incentive Plan (the “Plan”). Capitalized terms that are used in this Agreement but not defined in this Agreement have the meanings given to such terms in the Plan.

The Company and the Employee hereby agree as follows:

Section 1. Grant of Restricted Stock Units. Subject to the terms of this Agreement, the Company hereby evidences and confirms, effective as of the Grant Date, its grant to the Employee of the number of Restricted Stock Units separately communicated to the Employee. This Agreement is entered into pursuant to, and the terms of the Restricted Stock Units are subject to, the terms of the Plan. If there is any inconsistency between an express provision of this Agreement and an express provision of the Plan, the provision of the Plan shall govern. Acceptance of this Agreement shall be evidenced by such physical or electronic methods as are adopted by the Company. In consideration of the grant of the Restricted Stock Units and the economic benefits that may derive therefrom, Employee agrees to be bound to the restrictive covenants set forth in Exhibit A hereof.

Section 2. Vesting of Restricted Stock Units.

(a) Vesting Based on Continued Employment. Except as otherwise provided Section 2(b) of this Agreement, the Restricted Stock Units shall become vested in three equal annual installments on the first through third anniversaries of the Grant Date, subject to the continuous employment of the Employee with the Company until the applicable vesting date; provided that (x) if the Employee’s employment with the Company is terminated in a Special Termination (i.e., by reason of the Employee’s death or Disability), any unvested Restricted Stock Units held by the Employee shall immediately vest as of the effective date of such Special Termination, and (y) if the Employee’s employment with the Company terminates by reason of the Employee’s retirement on or after the Employee reaching normal retirement age (as determined by the retirement policy of the Company applicable to the Employee), any unvested Restricted Stock Units held by the Employee as of the effective date of such retirement shall remain outstanding and shall become vested on the scheduled vesting date(s) thereof subject to the Administrator’s determination that the Employee is in material compliance with any restrictive covenants to which the Employee is subject (it being understood that, in such event, such unvested Restricted Stock Units may be unvested under this Agreement but vested for Federal tax purposes); provided, that at least six (6) months must elapse from the Grant Date to the date of termination of the Employee’s employment for any termination initiated by the Employee to be treated as a retirement. Vested Restricted Stock Units shall be settled as provided in Section 3.

(b) Discretionary Acceleration. The Administrator, in its sole discretion, may accelerate the vesting of all or a portion of the Restricted Stock Units at any time and from time to time; provided, that the acceleration of vesting of Restricted Stock Units that are subject to Section 409A of the Code shall not accelerate the Settlement Date thereof unless permitted by Section 409A of the Code.

(c) Effect of a Change in Control. In the event of a Change in Control, all or a portion of the Restricted Stock Units shall be converted into Alternative Awards meeting the requirements of the Plan; provided, that, if so determined by the Administrator prior to the Change in Control, all of or a portion of the Restricted Stock Units shall be cancelled as set forth in Article XIV of the Plan for the payment described therein.

Section 3. Settlement of Restricted Stock Units. Subject to Section 6(a), promptly following the date on which a Restricted Stock Unit becomes vested under this Agreement, and in any event no later than March 15th of the calendar year following the calendar year in which such vesting occurs (the "Settlement Date"), the Employee shall receive, without payment, one whole Share in respect of each such Restricted Stock Unit (and such Restricted Stock Unit shall thereupon be cancelled). Fractions of a Restricted Stock Unit shall not vest but shall be eligible for vesting on the next vesting date.

Section 4. Effect of a Termination of Employment. If the Employee's employment with the Company terminates for any reason prior to the vesting thereof, any Restricted Stock Units that have not vested before the effective date of such termination of employment or that do not become vested on such date shall be immediately forfeited and cancelled upon such termination of employment.

Section 5. Treatment of Dividends. If the Company pays any cash dividend or similar cash distribution on the Company Common Stock, the Company shall credit to the Employee's account an amount equal to the product of (x) the number of the Employee's Restricted Stock Units as of the record date for such distribution times (y) the per share amount of such dividend or similar cash distribution on Company Common Stock. If the Company makes any dividend or other distribution on the Company Common Stock in the form of Company Common Stock or other securities, the Company will credit the Employee's account with that number of additional Shares or other securities that would have been distributed with respect to that number of Shares underlying the Employee's Restricted Stock Units as of the record date thereof, or, in its discretion, the Administrator may elect to credit the value (as determined by the Administrator) of such additional Shares or other securities to the Employee's account in cash. Any such additional Shares, other securities or cash shall be subject to the same restrictions as apply to the Restricted Stock and shall be paid to the Employee if and when the related Settlement Date occurs (and shall be forfeited if the related Restricted Stock Units are forfeited).

Section 6. Miscellaneous.

(a) Tax Matters.

(i) Withholding. The Company or one of its Subsidiaries may require the Employee to remit to the Company an amount in cash sufficient to satisfy any applicable U.S. federal, state and local and non-U.S. tax withholding obligations that may arise in connection with the grant, vesting and/or settlement of the Restricted Stock Units. Notwithstanding the preceding sentence, unless previously satisfied on or prior to the vesting date, the Company shall retain a number of Shares subject to the Restricted Stock Units then vesting that have an aggregate Fair Market Value as of the vesting date equal to the amount of such taxes required to be withheld (and the Employee shall thereupon be deemed to have satisfied his or her obligations under this Section 6(a)); provided that the number of Shares retained shall be effected at a rate determined by the Company that is permitted under applicable IRS withholding rules and that does not to cause adverse accounting consequences (it being understood that the value of any fractional share of Company Common Stock shall be paid in cash). The number of Shares registered in the name of the Employee shall thereupon be reduced by the number of Shares so retained. The method of withholding set forth in the immediately preceding sentence shall not be available if withholding in this manner would violate any financing instrument of the Company or any of its Subsidiaries or to the extent that a facility is available to the Employee by which the Employee may sell Shares in the public market to satisfy such obligations.

(ii) Section 409A of the Code. If the Employee is not eligible for retirement during the vesting period applicable to the Restricted Stock Units, the Restricted Stock Units are intended not to be subject to Section 409A of the Code. If the Employee is eligible for retirement during the vesting period applicable to the Restricted Stock Units such that some or all of the Restricted Stock Units are subject to Section 409A, this Agreement and the Restricted Stock Units shall be administered and construed in a manner consistent with Section 409A of the Code.

(b) Incorporation of Forfeiture Provisions. The Employee acknowledges and agrees that, pursuant to the Plan, he or she shall be subject to any generally applicable disgorgement or forfeiture provisions set forth in Article XIII of the Plan as of the date of this Agreement or as may be imposed by the Administrator (including as required by applicable law) after the date of this Agreement, including with respect to post-employment Competitive Activity. The Employee hereby appoints the Company as the Employee's attorney-in-fact of the undersigned to take such actions as may be necessary or appropriate to effect a transfer of the record ownership of any such Shares to which such disgorgement or forfeiture provisions may apply.

(c) No Right to Continued Employment. Nothing in this Agreement shall be deemed to confer on the Employee any right to continue in the employ of the Company or any Subsidiary, or to interfere with or limit in any way the right of the Company or any Subsidiary to terminate such employment at any time.

(d) Non-Transferability of Restricted Stock Units. Prior to the Settlement Date thereof, the Restricted Stock Units are not assignable or transferable, in whole or in part, and they may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated,

hypothecated or otherwise disposed of or encumbered (including, but not limited to, by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Employee upon the Employee's death or with the Company's consent.

(e) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be provided as set forth in Section 15.13 of the Plan.

(f) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors, assigns, beneficiaries, legal representatives or estate any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(g) Waiver; Amendment.

(i) Waiver. Any party hereto or beneficiary hereof may by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive compliance with any of the conditions or covenants of the other parties contained in this Agreement and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

(ii) Amendment. This Agreement may not be amended, modified or supplemented orally, but only by a written instrument executed by the Employee and the Company.

(h) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Employee without the prior written consent of the other party.

(i) Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction. Subject to the dispute resolution provision contained herein, any judicial action to enforce, interpret or challenge this Agreement shall be brought in the federal or state courts located in the State of Illinois, which

shall be the exclusive forum for resolving such disputes. Both parties irrevocably consent to the personal jurisdiction of such courts for purposes of any such action.

(j) Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding arising out of this Agreement or any transaction contemplated hereby. Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties have been induced to enter into the Agreement by, among other things, the mutual waivers and certifications in this Section 6(j).

(k) Lock-Up Periods. If the Company files a registration statement under the Securities Act with respect to an underwritten public offering of any shares of its capital stock, the Employee shall not affect any public sale (including a sale under Rule 144 under the Securities Act or other similar provision of applicable law) or distribution of any Company Common Stock, other than as part of such underwritten public offering, during the 20 days prior to and the 90 days after the effective date of such registration statement (or such other period, not to exceed 180 days, as may be generally applicable to or agreed by the Company with respect to its transactions in its own Shares). If the Company files a prospectus in connection with a takedown from a shelf registration statement, the Associate shall not affect any public sale (including a sale under Rule 144 under the Securities Act or other similar provision of applicable law) or distribution of any Company Common Stock, other than as part of such offering, for 20 days prior to and 90 days after the date the prospectus supplement is filed with the Securities and Exchange Commission.

(l) Trading Policies. The Employee acknowledges and agrees that he or she shall be subject to, and shall comply with, any of the Company's trading policies, as in effect from time to time.

(m) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(n) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Exhibit ARestrictive CovenantsSection 1 Confidential Information.

1.1 The Employee agrees that during the Employee's employment with the Company or its Subsidiaries, and thereafter, the Employee will not disclose confidential or proprietary information or trade secrets related to any business of the Company or its Subsidiaries, including without limitation, and whether or not such information is specifically designated as confidential or proprietary: all business plans and marketing strategies; information concerning existing and prospective markets, suppliers and customers; financial information; information concerning the development of new products and services; and technical and non-technical data related to software programs, design, specifications, compilations, inventions, improvements, patent applications, studies, research, methods, devices, prototypes, processes, procedures and techniques.

1.2 The Employee's obligations under this Section 1 are indefinite in term.

Section 2 Return of Company Property.

2.1 The Employee acknowledges that all tangible items containing any confidential or proprietary information or trade secrets, including without limitation: memoranda, photographs, records, reports, manuals, drawings, blueprints, prototypes, notes, documents, drawings, specifications, software, media and other materials, including any copies thereof (including electronically recorded copies), are the exclusive property of the Company, and its Subsidiaries, and the Employee shall deliver to the Company all such material in the Employee's possession or control upon the Company's request and in any event upon the termination of the Employee's employment with the Company or its Subsidiaries. The Employee shall also return any keys, equipment, identification or credit cards, or other property belonging to the Company or its Subsidiaries upon termination of the Employee's employment or the Company's request.

Section 3 Noncompetition and Nonsolicitation.

3.1 The Employee agrees that during the Employee's employment with the Company or its Subsidiaries, and for the one (1) year period following the date on which the Employee's employment with the Company or its Subsidiaries terminates for any reason, the Employee will not directly or indirectly, own, manage, operate, control (including indirectly through a debt or equity investment), provide services to, be employed by, or be connected in any manner with, any person or entity engaged in any business that is (i) located in a region with respect to which the Employee had substantial responsibilities while employed by the Company or its Subsidiaries, and (ii) competitive, with (A) the line of business or businesses of the Company or its Subsidiaries in which the Employee was employed with during the Employee's employment (including any prospective business to be developed or acquired that was proposed at the date of termination), or (B) any other business of the Company or its Subsidiaries with respect to which

the Employee had substantial exposure during such employment. For avoidance of doubt, if the Employee is a senior officer of the Company, the restriction contained herein shall relate to the Company and all of its Subsidiaries.

3.2 The Employee agrees that during the Employee's employment with the Company or its Subsidiaries, and for the two (2) year period thereafter, the Employee will not, directly or indirectly, on the Employee's own behalf or on behalf of another (i) solicit, recruit, aid or induce any employee of the Company or its Subsidiaries to leave his or her employment with the Company or its Subsidiaries in order to accept employment with or render services to another person or entity unaffiliated with the Company or its Subsidiaries, or hire or knowingly take any action to assist or aid any other person or entity in identifying or hiring any such employee, or (ii) solicit, aid, or induce any customer of the Company or its Subsidiaries to purchase goods or services then sold by the Company or its Subsidiaries from another person or entity, or assist or aid any other persons or entity in identifying or soliciting any such customer, or (iii) otherwise interfere with the relationship of the Company or any of its Subsidiaries with any of its employees, customers, agents, representatives or suppliers.

Section 4 Remedies.

4.1 The Company and the Employee agree that the provisions of this Exhibit A do not impose an undue hardship on the Employee and are not injurious to the public; that these provisions are necessary to protect the business of the Company and its Subsidiaries; that the nature of the Employee's responsibilities with the Company provide and/or will provide the Employee with access to confidential or proprietary information or trade secrets that are valuable and confidential to the Company and its Subsidiaries; that the Company would not grant stock options, performance share units or restricted stock units to the Employee if the Employee did not agree to the provisions of this Exhibit A; that the provisions of this Exhibit A are reasonable in terms of length of time and scope; and that adequate consideration supports the provisions of this Exhibit A. In the event that a court determines that any provision of this Exhibit A is unreasonably broad or extensive, the Employee agrees that such court should narrow such provision to the extent necessary to make it reasonable and enforce the provisions as narrowed. The Company reserves all rights to seek any and all remedies and damages permitted under law, including, but not limited to, injunctive relief, equitable relief and compensatory damages for any breach of the Employee's obligations under this Exhibit A.

4.2 Without limiting the generality of the remedies available to the Company pursuant to Section 4.1, if the Employee, except with the prior written consent of the Company, materially breaches the restrictive covenants contained in this Exhibit A, the Employee shall forfeit any then-outstanding stock options, performance share units or restricted stock units (whether vested or unvested); shall forfeit any shares of Common Stock acquired on exercise of stock options or vesting of performance share units or restricted stock units and then owned by the Employee; and shall pay to the Company in cash any net after-tax gain the Employee realized in cash in connection with the exercise of stock options (and/or sale of Common Stock underlying stock options or any shares purchased by the Employee from the Company). These rights of forfeiture and recoupment are in addition to any other remedies the Company may have against the

Employee for the Employee's breach of the restrictive covenants contained in this Exhibit A. The Employee's obligations under this Exhibit A shall be cumulative (but not duplicative, nor operate to extend the length of any such obligations) of any similar obligations the Employee has under the Plan, the Agreement or any other agreement with the Company or any Affiliate.

Atkore International Group Inc.
Employee Performance Share Agreement

This Employee Performance Share Agreement (this “Agreement”), dated as of the date appearing on Exhibit A hereof (the “Grant Date”), between Atkore International Group Inc., a Delaware corporation (the “Company”), and each employee who is employed by the Company or one of its Subsidiaries and to whom a grant has been authorized (the “Employee”), is being entered into pursuant to the Atkore International Group Inc. 2016 Omnibus Incentive Plan (the “Plan”). Capitalized terms that are used in this Agreement but not defined in this Agreement have the meanings given to such terms in the Plan.

The Company and the Employee hereby agree as follows:

Section 1. Grant of Performance Shares; Restrictive Covenants. The Company hereby evidences and confirms its grant to the Employee of the number of Performance Shares as shall be determined pursuant to Exhibit A and Section 2, subject to adjustment pursuant to the Plan. The Performance Shares represent the contractual right of the Employee to receive shares of Company Common Stock in such number and at such times as determined pursuant to this Agreement. Any Performance Share that becomes earned and vested in accordance with the terms of this Agreement will entitle the Employee to receive from the Company one (1) share of Company Common Stock herein and any related dividend equivalents. This Agreement is entered into pursuant to, and the Performance Shares granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. Acceptance of this Agreement shall be evidenced by such physical or electronic methods as are adopted by the Company. In consideration of the grant of the Performance Shares and the economic benefits that may derive therefrom, Employee agrees to be bound to the restrictive covenants set forth in Exhibit C hereof.

Section 2. Vesting of Performance Shares; Effect of Termination of Employment.

(a) Vesting. Except as otherwise provided in this Section 2, Performance Shares that are earned pursuant to Exhibit A and not forfeited pursuant to his Agreement shall become vested in accordance with the terms and conditions of this Agreement and the Plan, subject to the Employee’s continued employment through the last day of the Performance Cycle. Performance Shares that are earned and vested shall be settled as provided in Section 4.

(b) Effect of Termination of Employment.

(i) Death, Disability or Retirement. If the Employee's employment (x) is terminated by reason of the Employee's death or Disability or (y) terminates by reason of the Employee's retirement on or after the Employee reaching normal retirement age (as determined by the retirement policy of the Company applicable to the Employee), in either case before the last day of the Performance Cycle, (1) a *pro rata* number of the Performance Shares shall be earned and vested based on actual achievement of the Performance Goals during the entire Performance Cycle (as if the Employee's employment had continued during the entire Performance Cycle), with such resulting number of Performance Shares then multiplied by a fraction representing the elapsed portion of the Performance Cycle through the date of the Employee's actual date of termination of employment, and (2) any Performance Shares that do not vest pursuant to this Section 2(b)(i) shall automatically be forfeited and cancelled; provided, that (x) at least six (6) months must elapse from the Grant Date to the date of termination of the Employee's employment for any termination initiated by the Employee to be treated as a retirement, and (y) in the case of the Employee's retirement, such *pro rata* vesting shall be conditioned on the Administrator's determination that the Employee remains in material compliance with any restrictive covenants applicable to the Employee.

(ii) Any Other Reason. Upon termination of the Employee's employment before the last day of the Performance Cycle for any reason other than the Employee's death, Disability or retirement, all Performance Shares shall be forfeited and cancelled as of the effective date of such termination.

(c) Effect of a Change in Control. In the event that a Change in Control occurs during the Performance Cycle and the Employee remains employed through the date of the Change in Control, the Performance Shares shall be adjusted as provided in Section 14.2 of the Plan; provided, that if more than one-half of the Performance Cycle has elapsed and the Administrator (as constituted prior to the Change in Control) is not reasonably able to determine actual performance through the date of the Change in Control, then the pro ration described in Section 14.2 of the Plan shall be applied to the Target Number rather than the number based on actual performance. In the event that a Change in Control occurs during the Performance Cycle and the Employee's employment terminates prior to the Change in Control by reason of the Employee's death, Disability or retirement, (1) this Section 2(c) shall initially be applied as if the Employee had remained employed through the date of the Change in Control, (2) the number of Performance Shares resulting from the adjustment described in the first sentence of this Section 2(c) shall then be pro-rated as described in Section 2(b)(i), except that the Performance Cycle shall be deemed to be the period from the beginning of the

Performance Cycle through the date of the Change in Control, and (3) the resulting number of Performance Shares after application of clauses (1) and (2) shall be paid to the Employee at or as soon as practicable after the Change in Control.

(d) Discretionary Acceleration. Notwithstanding anything contained in this Agreement to the contrary, the Administrator, in its sole discretion, may accelerate the vesting with respect to any Performance Shares, at such times and upon such terms and conditions as the Administrator shall determine.

(e) No Other Accelerated Vesting. The vesting provisions set forth in this Section 2 shall be the exclusive vesting and exercisability provisions applicable to the Performance Shares and shall supersede any other provisions relating to vesting, unless such other such provision expressly refers to the Plan by name and this Agreement by name and date.

Section 3. Treatment of Dividends. If the Company pays any cash dividend or similar cash distribution on the Company Common Stock, the Company shall credit to the Employee's account an amount equal to the product of (x) the number of the Employee's Performance Shares (based on the Target Number) as of the record date for such distribution times (y) the per share amount of such dividend or similar cash distribution on Company Common Stock. If the Company makes any dividend or other distribution on the Company Common Stock in the form of Company Common Stock or other securities, the Company will credit the Employee's account with that number of additional Shares or other securities that would have been distributed with respect to that number of Shares underlying the Employee's Performance Shares (based on the Target Number) as of the record date thereof, or, in its discretion, the Administrator may elect to credit the value (as determined by the Administrator) of such additional Shares or other securities to the Employee's account in cash. Any such additional Shares, other securities or cash shall be subject to the same adjustments and restrictions as apply to the Performance Shares and shall be paid to the Employee if and when the related Settlement Date occurs (and, for clarity, shall be increased if greater than the Target Number is earned and forfeited if the related Performance Shares are forfeited).

Section 4. Settlement of Performance Shares. Subject to Section 6(a), any Performance Shares that become earned and vested shall be settled into an equal number of shares of Company Common Stock on a date selected by the Company that is within thirty (30) days following the Administrator's certification of achievement of the Performance Goals, but no later than March 15th of the calendar year immediately following the Performance Cycle (the "Settlement Date"). On the Settlement Date, the Company shall issue to the Employee one (1) whole share of Company Common Stock for each Performance Share that became earned and vested as of the Settlement Date, and, upon such issuance, the Employee's rights in respect of each such Performance

Share shall be extinguished. No fractional shares of Company Common Stock shall be issued in respect of the Performance Shares, and in the event that any fractional Performance Shares become earned and vested hereunder, such fractional Performance Shares shall be settled in cash

Section 5. Restriction on Transfer; Non-Transferability of Performance Shares. The Performance Shares are not assignable or transferable, in whole or in part, and they may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including, but not limited to, by gift, operation of law or otherwise), other than by will or by the laws of descent and distribution to the estate of the Employee upon the Employee's death or, with the prior approval of the Company's General Counsel or the Administrator, estate planning transfers. Any purported transfer in violation of this Section 5 shall be void *ab initio*.

Section 6. Miscellaneous.

(a) Tax Matters.

(i) Withholding. The Company or one of its Subsidiaries may require the Employee to remit to the Company an amount in cash sufficient to satisfy any applicable U.S. federal, state and local and non-U.S. tax withholding obligations that may arise in connection with the grant, vesting and/or settlement of the Performance Shares. Notwithstanding the preceding sentence, unless previously satisfied on or prior to the vesting date, the Company shall retain a number of Shares subject to the Performance Shares then vesting that have an aggregate Fair Market Value as of the vesting date equal to the amount of such taxes required to be withheld (and the Employee shall thereupon be deemed to have satisfied his or her obligations under this Section 6(a)); provided that the number of Shares retained shall be effected at a rate determined by the Company that is permitted under applicable IRS withholding rules and that does not to cause adverse accounting consequences (it being understood that the value of any fractional share of Company Common Stock shall be paid in cash). The number of Shares registered in the name of the Employee shall thereupon be reduced by the number of Shares so retained. The method of withholding set forth in the immediately preceding sentence shall not be available if withholding in this manner would violate any financing instrument of the Company or any of its Subsidiaries or to the extent that a facility is available to the Employee by which the Employee may sell Shares in the public market to satisfy such obligations.

(ii) Section 409A of the Code. The Performance Shares are not intended to be subject to Section 409A of the Code and shall be administered and construed in a manner consistent therewith.

(b) Incorporation of Forfeiture Provisions. The Employee acknowledges and agrees that, pursuant to the Plan, he or she shall be subject to any generally applicable disgorgement or forfeiture provisions set forth in Article XIII of the Plan as of the date of this Agreement or as may be imposed by the Administrator (including as required by applicable law) after the date of this Agreement, including with respect to post-employment Competitive Activity. The Employee hereby appoints the Company as the Employee's attorney-in-fact of the undersigned to take such actions as may be necessary or appropriate to effect a transfer of the record ownership of any such Shares to which such disgorgement or forfeiture provisions may apply.

(c) No Right to Continued Employment. Nothing in this Agreement shall be deemed to confer on the Employee any right to continue in the employ of the Company or any Subsidiary, or to interfere with or limit in any way the right of the Company or any Subsidiary to terminate such employment at any time.

(d) Non-Transferability of Performance Shares. Prior to the Settlement Date thereof, the Performance Shares are not assignable or transferable, in whole or in part, and they may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including, but not limited to, by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Employee upon the Employee's death or with the Company's consent.

(e) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be provided as set forth in Section 15.13 of the Plan.

(f) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors, assigns, beneficiaries, legal representatives or estate any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(g) Waiver; Amendment.

(i) Waiver. Any party hereto or beneficiary hereof may by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive

compliance with any of the conditions or covenants of the other parties contained in this Agreement and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, but not limited to, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

(ii) Amendment. This Agreement may not be amended, modified or supplemented orally, but only by a written instrument executed by the Employee and the Company.

(h) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Employee without the prior written consent of the other party.

(i) Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction. Subject to the dispute resolution provision contained herein, any judicial action to enforce, interpret or challenge this Agreement shall be brought in the federal or state courts located in the State of Illinois, which shall be the exclusive forum for resolving such disputes. Both parties irrevocably consent to the personal jurisdiction of such courts for purposes of any such action.

(j) Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding arising out of this Agreement or any transaction contemplated hereby. Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties have been induced to enter into the Agreement by, among other things, the mutual waivers and certifications in this Section 6(j).

(k) Lock-Up Periods. If the Company files a registration statement under the Securities Act with respect to an underwritten public offering of any shares of its capital stock, the Employee shall not affect any public sale (including a sale under Rule 144 under the Securities Act or other similar provision of applicable law) or distribution of any Company Common Stock, other than as part of such underwritten public offering, during the 20 days prior to and the 90 days after the effective date of such registration statement (or such other period, not to exceed 180 days, as may be generally applicable to or agreed by the Company with respect to its transactions in its own Shares). If the Company files a prospectus in connection with a takedown from a shelf registration statement, the Associate shall not affect any public sale (including a sale under Rule 144 under the Securities Act or other similar provision of applicable law) or distribution of any Company Common Stock, other than as part of such offering, for 20 days prior to and 90 days after the date the prospectus supplement is filed with the Securities and Exchange Commission.

(l) Trading Policies. The Employee acknowledges and agrees that he or she shall be subject to, and shall comply with, any of the Company's trading policies, as in effect from time to time.

(m) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(a) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**Exhibit A to
Employee Performance Share Agreement**

1. Grant Information

Employee:	As communicated separately to the Employee
Grant Date:	November 30, 2016
Target Number of Performance Shares granted hereby (the “ <u>Target Number</u> ”):	As communicated separately to the Employee
Performance Cycle:	The three (3)-year period commencing October 1, 2016 and ending September 30, 2019

2. Earned Number of Performance Shares

- Relative Total Shareholder Return, or “Relative TSR” (30% of Target Number of Performance Shares): The extent to which thirty percent (30%) of the Target Number of Performance Shares is earned shall be determined by reference to the achievement of Relative Total Shareholder Return, as follows:

<u>Relative TSR Achievement:**</u>	<u>Number of Performance Shares Earned (as a percentage of the Target Number):</u>
Lower than the 25 th percentile	0%
25 th percentile	50%
50 th percentile	100%
75 th percentile or higher	200%

**Notwithstanding the foregoing table, if Relative TSR achievement would result in higher than 100% of the Target Number of Performance Shares being earned but the TSR of the Company Common Stock on an absolute basis is negative, then the number of Performance Shares earned shall be 100% of the Target Number.

For this purpose, “Total Shareholder Return” or “TSR” means the change in the value of the Relevant Stock over the Performance Cycle, including both

stock price appreciation during the Performance Cycle and the deemed reinvestment of dividends on the Relevant Stock during the Performance Cycle. The beginning and ending stock prices will be based on a twenty (20) trading day average stock price ending on the first and last day of the Performance Cycle. Any dividends (including extraordinary cash dividends) declared on the Relevant Stock during the Performance Cycle will be reinvested at the closing price on the first ex-dividend date. All share-based dividends (including spinoffs) shall be assumed to be sold on the issue date for cash and such cash reinvested in Relevant Stock on that same date.

“ Relevant Stock ” means the Company Common Stock and the common stock of each of the constituent companies attached as Exhibit B (the “ constituent companies ”).

The TSR “ percentile ” shall be the percentile ranking (carried to two decimal points), from highest to lowest, on the basis of the Total Shareholder Return figures reported by the financial reporting service selected by the Administrator in determining Total Shareholder Return for the Company and the constituent companies. If any of the constituent companies are no longer publicly traded at the end of the Performance Cycle due to bankruptcy, they will continue to be included in the Relative Total Shareholder Return calculation by force ranking them at the bottom of the array of the TSR Percentile. If any of the constituent companies are no longer publicly traded at the end of the Performance Cycle due to acquisition, they will be excluded from the calculation for all purposes and the TSR percentile will be determined by reference to the remaining constituent companies.

“ Relative Total Shareholder Return,” or “ Relative TSR ” shall be the ranking of the Company against the constituent companies determined by reference to TSR percentile.

- Profitability/Capital Efficiency (70% of Target Number of Performance Shares) : The extent to which seventy percent (70%) of the Target Number of Performance Shares is earned shall be determined by reference to the achievement of Profitability/Capital Efficiency, as follows:

<u>Profitability/Capital Efficiency Achievement:</u>	<u>Number of Performance Shares Earned (as a percentage of the Target Number):</u>
Less than 80%	0%
80%	50%
100%	100%
125% or more	200%

For this purpose, “Profitability/Capital Efficiency” is determined by reference to increase in Adjusted Net Income during the Performance Cycle (expressed as a percentage). For this purpose, “Adjusted Net Income” means net income as net income (loss) before merger and acquisition transaction costs, and other items due to one-time non-recurring events.

- With respect to both Performance Goals, achievement of a Performance Goal in excess of the 0% threshold or below the 200% threshold will be calculated by the Administrator by straight-line interpolation by reference to the two relevant thresholds.

3. Certification of Performance

(a) Certification of Achievement Relative to Performance Goals: As soon as practicable after the end of the Performance Cycle but in any event within 60 days after end of the Performance Cycle, the Administrator shall certify in writing the extent to which the Performance Goals have been achieved. In making such certification, the Administrator shall be permitted to exercise any discretion permitted under the Plan.

**Exhibit B to
Employee Performance Share Agreement**

1. Constituent Company for purpose of determining TSR percentile rank

Peer Ticker	Peer Name	GICS Code
Atkore Compensation Peers		
WIRE	Encore Wire Corp.	20104010
BGC	General Cable Corporation	20104010
AWI	Armstrong World Industries, Inc.	20102010
RXN	Rexnord Corporation	20106020
DOOR	Masonite International Corporation	20102010
BDC	Belden Inc.	45203015
NCS	NCI Building Systems Inc.	20102010
ROCK	Gibraltar Industries, Inc.	20102010
HUBB	Hubbell Inc.	20104010
WMS	Advanced Drainage Systems, Inc.	20102010
AAON	AAON Inc.	20102010
SSD	Simpson Manufacturing Co., Inc.	20102010
TILE	Interface Inc.	20201060
APOG	Apogee Enterprises, Inc.	20102010
USG	USG Corporation	20102010
AZZ	AZZ incorporated	20104020
LFUS	Littelfuse Inc.	45203015
Steel (15104050)		
ATI	Allegheny Technologies Inc.	15104050
SXC	SunCoke Energy Inc.	15104050
CRS	Carpenter Technology Corp.	15104050
X	United States Steel Corp.	15104050
STLD	Steel Dynamics Inc.	15104050
Commodity Chemicals (15101010)		
TROX	Tronox Limited	15101010
KRO	Kronos Worldwide, Inc.	15101010
WLK	Westlake Chemical Corp.	15101010
KOP	Koppers Holdings Inc.	15101010
Building Products (20102010)		

PGEM	Ply Gem Holdings, Inc	20102010
BLDR	Builders FirstSource, Inc.	20102010
UFPI	Universal Forest Products Inc.	20102010
Construction & Engineering (20103010)		
MTZ	MasTec, Inc.	20103010
VMI	Valmont Industries, Inc.	20103010
Electrical Components & Equipment (20104010)		
ENS	EnerSys	20104010
GNRC	Generac Holdings Inc.	20104010
RBC	Regal Beloit Corporation	20104010
Industrial Conglomerates (20105010)		
CSL	Carlisle Companies Incorporated	20105010
Construction Machinery & Heavy Trucks (20106010)		
MTOR	Meritor, Inc.	20106010
WAB	Westinghouse Air Brake Technologies Corporation	20106010
TEX	Terex Corporation	20106010
ALSN	Allison Transmission Holdings, Inc.	20106010
JOY	Joy Global, Inc.	20106010
Industrial Machinery (20106020)		
NPO	EnPro Industries, Inc.	20106020
BRSS	Global Brass and Copper Holdings, Inc.	20106020
ITT	ITT Inc.	20106020
TRS	TriMas Corporation	20106020
KMT	Kennametal Inc.	20106020
WWD	Woodward, Inc.	20106020
MLI	Mueller Industries Inc.	20106020
FLS	Flowserve Corp.	20106020
SPW	SPX Corporation	20106020
CFX	Colfax Corporation	20106020
ATU	Actuant Corporation	20106020
SNHY	Sun Hydraulics Corp.	20106020
HSC	Harsco Corporation	20106020
DCI	Donaldson Company, Inc.	20106020
LECO	Lincoln Electric Holdings Inc.	20106020
ESE	ESCO Technologies Inc.	20106020
GTLS	Chart Industries Inc.	20106020
IEX	IDEX Corporation	20106020

Exhibit C

Restrictive Covenants

Section 1 Confidential Information.

1.1 The Employee agrees that during the Employee's employment with the Company or its Subsidiaries, and thereafter, the Employee will not disclose confidential or proprietary information or trade secrets related to any business of the Company or its Subsidiaries, including without limitation, and whether or not such information is specifically designated as confidential or proprietary: all business plans and marketing strategies; information concerning existing and prospective markets, suppliers and customers; financial information; information concerning the development of new products and services; and technical and non-technical data related to software programs, design, specifications, compilations, inventions, improvements, patent applications, studies, research, methods, devices, prototypes, processes, procedures and techniques.

1.2 The Employee's obligations under this Section 1 are indefinite in term.

Section 2 Return of Company Property.

2.1 The Employee acknowledges that all tangible items containing any confidential or proprietary information or trade secrets, including without limitation: memoranda, photographs, records, reports, manuals, drawings, blueprints, prototypes, notes, documents, drawings, specifications, software, media and other materials, including any copies thereof (including electronically recorded copies), are the exclusive property of the Company, and its Subsidiaries, and the Employee shall deliver to the Company all such material in the Employee's possession or control upon the Company's request and in any event upon the termination of the Employee's employment with the Company or its Subsidiaries. The Employee shall also return any keys, equipment, identification or credit cards, or other property belonging to the Company or its Subsidiaries upon termination of the Employee's employment or the Company's request.

Section 3 Noncompetition and Nonsolicitation.

3.1 The Employee agrees that during the Employee's employment with the Company or its Subsidiaries, and for the one (1) year period following the date on which the Employee's employment with the Company or its Subsidiaries terminates for any reason, the Employee will not directly or indirectly, own, manage, operate, control (including indirectly through a debt or equity investment), provide services to, be employed by, or be connected in any manner with, any person or entity engaged in any business that is (i) located in a region with respect to which the Employee had substantial responsibilities while employed by the Company or its Subsidiaries, and (ii) competitive,

with (A) the line of business or businesses of the Company or its Subsidiaries in which the Employee was employed with during the Employee's employment (including any prospective business to be developed or acquired that was proposed at the date of termination), or (B) any other business of the Company or its Subsidiaries with respect to which the Employee had substantial exposure during such employment. For avoidance of doubt, if the Employee is a senior officer of the Company, the restriction contained herein shall relate to the Company and all of its Subsidiaries.

3.2 The Employee agrees that during the Employee's employment with the Company or its Subsidiaries, and for the two (2) year period thereafter, the Employee will not, directly or indirectly, on the Employee's own behalf or on behalf of another (i) solicit, recruit, aid or induce any employee of the Company or its Subsidiaries to leave his or her employment with the Company or its Subsidiaries in order to accept employment with or render services to another person or entity unaffiliated with the Company or its Subsidiaries, or hire or knowingly take any action to assist or aid any other person or entity in identifying or hiring any such employee, or (ii) solicit, aid, or induce any customer of the Company or its Subsidiaries to purchase goods or services then sold by the Company or its Subsidiaries from another person or entity, or assist or aid any other persons or entity in identifying or soliciting any such customer, or (iii) otherwise interfere with the relationship of the Company or any of its Subsidiaries with any of its employees, customers, agents, representatives or suppliers.

Section 4 Remedies.

4.1 The Company and the Employee agree that the provisions of this Exhibit C do not impose an undue hardship on the Employee and are not injurious to the public; that these provisions are necessary to protect the business of the Company and its Subsidiaries; that the nature of the Employee's responsibilities with the Company provide and/or will provide the Employee with access to confidential or proprietary information or trade secrets that are valuable and confidential to the Company and its Subsidiaries; that the Company would not grant stock options, performance share units or restricted stock units to the Employee if the Employee did not agree to the provisions of this Exhibit C; that the provisions of this Exhibit C are reasonable in terms of length of time and scope; and that adequate consideration supports the provisions of this Exhibit C. In the event that a court determines that any provision of this Exhibit C is unreasonably broad or extensive, the Employee agrees that such court should narrow such provision to the extent necessary to make it reasonable and enforce the provisions as narrowed. The Company reserves all rights to seek any and all remedies and damages permitted under law, including, but not limited to, injunctive relief, equitable relief and compensatory damages for any breach of the Employee's obligations under this Exhibit C.

4.2 Without limiting the generality of the remedies available to the Company pursuant to Section 4.1, if the Employee, except with the prior written consent of the Company, materially breaches the restrictive covenants contained in this Exhibit C, the Employee shall forfeit any then-outstanding stock options, performance share units or restricted stock units (whether vested or unvested); shall forfeit any shares of Common Stock acquired on exercise of stock options or vesting of performance share units or restricted stock units and then owned by the Employee; and shall pay to the Company in cash any net after-tax gain the Employee realized in cash in connection with the exercise of stock options (and/or sale of Common Stock underlying stock options or any shares purchased by the Employee from the Company). These rights of forfeiture and recoupment are in addition to any other remedies the Company may have against the Employee for the Employee's breach of the restrictive covenants contained in this Exhibit C. The Employee's obligations under this Exhibit C shall be cumulative (but not duplicative, nor operate to extend the length of any such obligations) of any similar obligations the Employee has under the Plan, the Agreement or any other agreement with the Company or any Affiliate.

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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 7, 2017

/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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 7, 2017

/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 December 30, 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: February 7, 2017 /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 December 30, 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:

February 7, 2017 /s/ James A. Mallak

James A. Mallak

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