

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

FORM 10-Q

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

For the quarterly period ended June 30, 2017

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

Large accelerated filer ☐ Accelerated filer ☐

Non-accelerated filer ☒ (Do not check if a smaller reporting company) Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act .

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

As of July 21, 2017, there were 64,076,230 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)**

(in thousands, except per share data)	Three Months Ended		Nine Months Ended	
	June 30, 2017	June 24, 2016	June 30, 2017	June 24, 2016
Net sales	\$ 397,745	\$ 395,724	\$ 1,108,127	\$ 1,107,145
Cost of sales	304,920	284,203	835,348	831,805
Gross profit	92,825	111,521	272,779	275,340
Selling, general and administrative	42,455	64,392	138,036	162,412
Intangible asset amortization	5,546	5,566	16,628	16,655
Operating income	44,824	41,563	118,115	96,273
Interest expense, net	5,811	10,169	20,872	30,617
Loss (gain) on extinguishment of debt	—	—	9,805	(1,661)
Other expense (income), net (See Note 14)	117	—	(5,657)	—
Income before income taxes	38,896	31,394	93,095	67,317
Income tax expense	11,431	10,749	29,313	24,093
Net income	\$ 27,465	\$ 20,645	\$ 63,782	\$ 43,224
Weighted-average common shares outstanding				
Basic	63,817	62,492	63,239	62,491
Diluted	66,939	62,492	66,613	62,491
Net income per share (see Note 9)				
Basic	\$ 0.43	\$ 0.33	\$ 1.01	\$ 0.69
Diluted	\$ 0.41	\$ 0.33	\$ 0.96	\$ 0.69

See Notes to unaudited condensed consolidated financial statements.

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

(in thousands)	Three Months Ended		Nine Months Ended	
	June 30, 2017	June 24, 2016	June 30, 2017	June 24, 2016
Net income	\$ 27,465	\$ 20,645	\$ 63,782	\$ 43,224
Other comprehensive income:				
Change in foreign currency translation adjustment	916	(155)	(75)	(216)
Change in unrecognized loss related to pension benefit plans (See Note 8)	326	180	977	541
Total other comprehensive income (loss)	1,242	25	902	325
Comprehensive income	\$ 28,707	\$ 20,670	\$ 64,684	\$ 43,549

See Notes to unaudited condensed consolidated financial statements.

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

(in thousands, except share and per share data)	June 30, 2017	September 30, 2016
Assets		
Current Assets:		
Cash and cash equivalents	\$ 96,200	\$ 200,279
Accounts receivable, less allowance for doubtful accounts of \$1,073 and \$1,006, respectively	210,290	192,090
Inventories, net (see Note 3)	180,499	161,465
Assets held for sale (see Note 13)	—	6,680
Prepaid expenses and other current assets	32,373	22,407
Total current assets	519,362	582,921
Property, plant and equipment, net (see Note 4)	199,153	202,692
Intangible assets, net (see Note 5)	249,037	254,937
Goodwill (see Note 5)	118,790	115,829
Deferred income taxes	941	945
Non-trade receivables	6,999	7,244
Total Assets	\$ 1,094,282	\$ 1,164,568
Liabilities and Equity		
Current Liabilities:		
Short-term debt and current maturities of long-term debt (see Note 6)	\$ 4,215	\$ 1,267
Accounts payable	118,231	114,118
Income tax payable	1,069	2,326
Accrued compensation and employee benefits	22,579	34,331
Other current liabilities	44,629	52,780
Total current liabilities	190,723	204,822
Long-term debt (see Note 6)	487,921	629,046
Deferred income taxes	11,539	12,834
Other long-term tax liabilities	6,838	6,838
Pension liabilities	34,395	35,172
Other long-term liabilities	19,495	18,610
Total Liabilities	750,911	907,322
Equity:		
Common stock, \$0.01 par value, 1,000,000,000 shares authorized, 64,075,590 and 62,458,367 shares issued and outstanding, respectively	642	626
Treasury stock, held at cost, 260,900 and 260,900 shares, respectively	(2,580)	(2,580)
Additional paid-in capital	419,717	398,292
Accumulated deficit	(49,360)	(113,142)
Accumulated other comprehensive loss	(25,048)	(25,950)
Total Equity	343,371	257,246
Total Liabilities and Equity	\$ 1,094,282	\$ 1,164,568

See Notes to unaudited condensed consolidated financial statements.

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

(in thousands)	Nine months ended	
	June 30, 2017	June 24, 2016
Operating activities:		
Net income	\$ 63,782	\$ 43,224
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	40,242	40,064
Deferred income taxes	(1,748)	2,951
Loss (gain) on extinguishment of debt	9,805	(1,661)
Stock-based compensation expense	9,368	16,897
Other adjustments to net income	(2,457)	4,726
Changes in operating assets and liabilities, net of effects from acquisitions		
Accounts receivable	(16,481)	(19,485)
Inventories	(17,486)	(4,680)
Other, net	(19,242)	2,982
Net cash provided by operating activities	65,783	85,018
Investing activities:		
Capital expenditures	(15,284)	(13,496)
Acquisition of businesses, net of cash acquired	(19,606)	—
Proceeds from sale of assets held for sale	3,024	—
Other, net	74	520
Net cash used for investing activities	(31,792)	(12,976)
Financing activities:		
Repayments of short-term debt	(4,200)	(1,619)
Repayments of long-term debt	(639,850)	(20,075)
Issuance of long-term debt	498,750	—
Payment for debt financing costs and fees	(4,375)	—
Issuance of common shares	12,069	52
Other, net	(15)	(25)
Net cash used for financing activities	(137,621)	(21,667)
Effects of foreign exchange rate changes on cash and cash equivalents	(449)	136
(Decrease) increase in cash and cash equivalents	(104,079)	50,511
Cash and cash equivalents at beginning of period	200,279	80,598
Cash and cash equivalents at end of period	\$ 96,200	\$ 131,109
Supplementary Cash Flow information		
Capital expenditures, not yet paid	\$ 90	\$ 406

See Notes to unaudited 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. ("AI").

Description of Business — The Company is a leading manufacturer of Electrical Raceway products primarily for the non-residential construction and renovation markets and Mechanical Pipe & 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.

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 the Company's 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 the 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.

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 that are accessible as of the measurement date.

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

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

See Note 15, "Fair Value Measurements" for further detail.

Recent Accounting Pronouncements — On May 10, 2017, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2017-09, "*Compensation - Stock Compensation (Topic 718): Scope of Modification Accounting*," which does not require an entity to apply modification accounting if the fair value, vesting conditions and classification of the awards do not change. 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 adopted this standard during the three months ended June 30, 2017 and it did not have an impact on the financial statements.

On March 10, 2017, the FASB issued ASU 2017-07, "*Compensation - Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*," which requires an entity to report the service cost component of pension cost and postretirement benefit cost as compensation expense during the employee's service period. The other components of net periodic pension benefit costs will be presented outside a subtotal of income from operations. 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 new guidance will only impact presentation on the statements of operations.

On January 26, 2017, the FASB issued 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 Company adopted this new standard beginning with fiscal 2017, and it did not have a material impact on the financial statements.

On January 5, 2017, the FASB issued ASU 2017-01, "*Business Combinations (Topic 805): Clarifying the Definition of a Business*," which clarifies the definition of a business to assist entities in evaluating whether a transaction should be accounted for as an acquisition or disposal. 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 adopted this standard during the three months ended June 30, 2017 and it did not have an impact on the financial statements.

In May 2014, the FASB issued ASU 2014-09, "*Revenue from Contracts with Customers*," which provides guidance for revenue recognition. The update's core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The effective date for public entities will be annual periods beginning after December 15, 2017, the Company's fiscal 2019. Early adoption is permitted but not prior to periods beginning after December 15, 2016. The Company continues to evaluate the impact of the guidance on its consolidated results of operations and financial condition. The Company has developed a multi-phase plan to (i) assess the impact of its adoption on its material revenue streams, (ii) evaluate the new disclosure requirements and (iii) identify and implement appropriate changes to its business processes, systems and controls to support recognition and disclosure under the new guidance. The Company is currently in the process of completing its initial analysis and performing detailed reviews of significant contracts to determine if any adjustments will be necessary to existing accounting policies, and to support an evaluation of the impact on its results of operations and financial condition.

2. ACQUISITION

On May 18, 2017, the Company acquired all of the outstanding stock of Marco Cable Management, a designer and manufacturer of wire basket cable trays, PVC trunking and aluminum power poles. Marco Cable Management's product portfolio adds value to the Company's customers in the U.K. and expands its presence in the U.K. and Europe. The condensed consolidated financial statements include the results of the acquired company from the acquisition date. Net sales and net income of the acquired company included in the condensed consolidated statement of operations for the three and nine months ended June 30, 2017, were insignificant.

3. INVENTORIES, NET

The Company records inventory at the lower of cost (primarily last in, first out, or "LIFO") or market for a majority of its inventories. Approximately 82% and 87% of the Company's inventories were valued at the lower of LIFO cost or market at June 30, 2017 and September 30, 2016, respectively. Interim LIFO determinations, including those at June 30, 2017, are based on management's estimates of future inventory levels and costs for the remainder of the current fiscal year.

(in thousands)	June 30, 2017	September 30, 2016
Purchased materials and manufactured parts, net	\$ 41,575	\$ 39,921
Work in process, net	15,103	11,889
Finished goods, net	123,821	109,655
Inventories, net	<u>\$ 180,499</u>	<u>\$ 161,465</u>

Total inventories would be \$5,859 and \$18,433 higher than reported as of June 30, 2017 and September 30, 2016, respectively, if the first-in, first-out method was used for all inventories. As of June 30, 2017 and September 30, 2016, the excess and obsolete inventory reserve was \$8,121 and \$8,447, respectively.

4. PROPERTY, PLANT AND EQUIPMENT

As of June 30, 2017 and September 30, 2016, property, plant and equipment at cost and accumulated depreciation were as follows:

(in thousands)	June 30, 2017	September 30, 2016
Land	\$ 13,295	\$ 12,804
Buildings and related improvements	104,053	103,256
Machinery and equipment	253,778	245,011
Leasehold improvements	6,661	6,498
Construction in progress	10,884	6,148
Property, plant and equipment	<u>388,671</u>	<u>373,717</u>
Accumulated depreciation	<u>(189,518)</u>	<u>(171,025)</u>
Property, plant and equipment, net	<u>\$ 199,153</u>	<u>\$ 202,692</u>

Depreciation expense for the three months ended June 30, 2017 and June 24, 2016 totaled \$7,795 and \$7,756, respectively. Depreciation expense for the nine months ended June 30, 2017 and June 24, 2016 totaled \$23,614 and \$23,409, respectively.

5. GOODWILL AND INTANGIBLE ASSETS

Changes in the carrying amount of goodwill are as follows:

(in thousands)	Electrical Raceway	Mechanical Products & Solutions	Total
Balance as of October 1, 2016	\$ 76,640	\$ 39,189	\$ 115,829
Goodwill acquired during the year	—	2,912	2,912
Exchange rate effects	—	49	49
Balance as of June 30, 2017	<u>\$ 76,640</u>	<u>\$ 42,150</u>	<u>\$ 118,790</u>

Goodwill acquired during the year from the Marco Cable Management acquisition is based on a preliminary purchase price allocation and is subject to final valuations of intangible assets and property, plant and equipment. Goodwill balances as of October 1, 2016 and June 30, 2017 include \$3,924 and \$43,000 of accumulated impairment losses for Electrical Raceway and MP&S, respectively.

The Company assesses the recoverability of goodwill and indefinite-lived trade names 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 nine months ended June 30, 2017, 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 or indefinite-lived trade names.

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

		June 30, 2017			September 30, 2016		
(\$ in thousands)	Weighted Average Useful Life (Years)	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Amortizable intangible assets:							
Customer relationships	12	\$ 258,884	\$ (112,890)	\$ 145,994	\$ 249,245	\$ (97,484)	\$ 151,761
Other	7	18,031	(8,868)	9,163	16,943	(7,647)	9,296
Total		276,915	(121,758)	155,157	266,188	(105,131)	161,057
Indefinite-lived intangible assets:							
Trade names		93,880	—	93,880	93,880	—	93,880
Total		\$ 370,795	\$ (121,758)	\$ 249,037	\$ 360,068	\$ (105,131)	\$ 254,937

Other intangible assets consist of definite-lived trade names, technology, non-compete agreements and backlogs.

Amortization expense for the three months ended June 30, 2017 and June 24, 2016 was \$5,546 and \$5,566, respectively. Amortization expense for the nine months ended June 30, 2017 and June 24, 2016 was \$16,628 and \$16,655, respectively. Expected amortization expense for intangible assets for the remainder of 2017 and over the next five years and thereafter is as follows:

(in thousands)	
Remaining 2017	\$ 5,504
2018	22,612
2019	22,443
2020	22,395
2021	21,579
2022	20,767
Thereafter	39,857

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

6. DEBT

Debt as of June 30, 2017 and September 30, 2016 was as follows:

<u>(in thousands)</u>	<u>June 30, 2017</u>	<u>September 30, 2016</u>
First Lien Term Loan Facility due December 22, 2023	\$ 496,340	\$ —
Initial First Lien Term Loan Facility due April 9, 2021	—	409,200
Second Lien Term Loan Facility due October 9, 2021	—	229,460
Deferred financing costs	(4,692)	(8,347)
Other	488	—
Total debt	\$ 492,136	\$ 630,313
Less: Current portion	4,215	1,267
Long-term debt	\$ 487,921	\$ 629,046

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 "Initial 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 Initial First Lien Term Loan Facility was priced at 99.5% and carried an interest rate of LIBOR plus 3.5% with a LIBOR floor of 1.00%. The Second Lien Term Loan Facility was priced at 99.0% and carried an interest rate of LIBOR plus 6.75% with a LIBOR floor of 1.00%.

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 "First Lien Term Loan Facility"). Loans under the 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 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 First Lien Term Loan Facility and approximately \$155 million of available cash to (i) repay all outstanding loans under the Initial First Lien Term Loan Facility and the Second Lien Term Loan Facility and (ii) pay related fees and expenses, including accrued interest. For the nine months ended June 30, 2017, the Company recorded a \$9,805 loss on the extinguishment of the Initial First Lien Term Loan Facility and the Second Lien Term Loan Facility.

The First Lien Term Loan Facility contains customary covenants typical for this type of financing, including without limitation, limitations on indebtedness, restricted payments including dividends, liens, restrictions on distributions from restricted subsidiaries, sales of assets, affiliate transactions, mergers and consolidations. The 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.

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 \$237,875 and \$206,917 as of June 30, 2017 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 June 30, 2017 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: 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 has not been 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 June 30, 2017 and June 24, 2016, the Company's effective tax rate attributable to income before income taxes was 29.4% and 34.2%, respectively. For the three months ended June 30, 2017 and June 24, 2016, the Company's income tax expense was \$11,431 and \$10,749, respectively. The decrease in the effective tax rate was primarily due to the excess tax benefit associated with the exercise of stock options which is recognized as a reduction in tax expense in the current period.

For the nine months ended June 30, 2017 and June 24, 2016, the Company's effective tax rate attributable to income before income taxes was 31.5% and 35.8% respectively. For the nine months ended June 30, 2017 and June 24, 2016, the Company's income tax expense was \$29,313 and \$24,093, respectively. The decrease in the effective tax rate was primarily due to the excess tax benefit associated with the exercise of stock options, which is reflected as a reduction in tax expense in the current period and the impact of nondeductible transaction costs in the prior period, not incurred in the current period.

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

For the nine months ended June 30, 2017, 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 provides pension benefits through a number a noncontributory and contributory defined benefit retirement plans covering eligible U.S. employees. Through fiscal 2016, four of the Company's five plans were frozen. During the three months ended June 30, 2017, the fifth plan was frozen. The net periodic benefit cost for the three and nine months ended June 30, 2017 and June 24, 2016 was as follows:

(in thousands)	Three Months Ended		Nine Months Ended	
	June 30, 2017	June 24, 2016	June 30, 2017	June 24, 2016
Service cost	\$ 512	\$ 474	\$ 1,536	\$ 1,420
Interest cost	948	1,036	2,845	3,107
Expected return on plan assets	(1,650)	(1,580)	(4,950)	(4,738)
Amortization of actuarial loss	326	180	977	541
Net periodic benefit cost	<u>\$ 136</u>	<u>\$ 110</u>	<u>\$ 408</u>	<u>\$ 330</u>

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

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 for 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 earnings per share by applying the treasury stock method. There are no other potentially dilutive instruments outstanding. For the three and nine months ended June 24, 2016 , 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 and nine months ended June 30, 2017 and June 24, 2016 .

(in thousands, except per share data)	Three Months Ended		Nine Months Ended	
	June 30, 2017	June 24, 2016	June 30, 2017	June 24, 2016
Basic:				
Net income	\$ 27,465	\$ 20,645	\$ 63,782	\$ 43,224
Weighted-average shares outstanding	63,817	62,492	63,239	62,491
Basic earnings per share	\$ 0.43	\$ 0.33	\$ 1.01	\$ 0.69
Diluted:				
Net income	\$ 27,465	\$ 20,645	\$ 63,782	\$ 43,224
Weighted-average shares outstanding	63,817	62,492	63,239	62,491
Effect of dilutive securities: Stock compensation plans ⁽¹⁾	3,122	—	3,374	—
Weighted-average shares outstanding - diluted	66,939	62,492	66,613	62,491
Diluted earnings per share	\$ 0.41	\$ 0.33	\$ 0.96	\$ 0.69

(1) Stock options to purchase approximately 2.2 million shares of common stock and 0.2 million shares of restricted stock were outstanding during the three months ended June 30, 2017, but were not included in the calculation of diluted earnings per share as the impact of these options would have been anti-dilutive.

Stock options to purchase 2.6 million shares of common stock and 0.1 million shares of restricted stock were outstanding during the nine months ended June 30, 2017, but were not included in the calculation of diluted earnings per share as the impact of these options would have been anti-dilutive.

10. RESTRUCTURING CHARGES

The liability for restructuring reserves is included within other current liabilities in the Company's condensed consolidated balance sheets as follows:

(in thousands)	Electrical Raceway		MP&S		Other/Corporate		Total
	Severance	Other	Severance	Other	Severance	Other	
Balance as of September 25, 2015	\$ —	\$ —	\$ 3,717	\$ 620	\$ 15	\$ 61	\$ 4,413
Charges	28	—	1,468	2,583	—	199	4,278
Utilization	(28)	—	(4,157)	(2,542)	(11)	(260)	(6,998)
Reversal	—	—	(184)	(122)	(4)	—	(310)
Exchange rate effects	—	—	(3)	—	—	—	(3)
Balance as of September 30, 2016	—	—	841	539	—	—	1,380
Charges	102	17	705	63	71	—	958
Utilization	(102)	(17)	(877)	(334)	(71)	—	(1,401)
Reversal	—	—	—	(258)	—	—	(258)
Exchange rate effects	—	—	(5)	—	—	—	(5)
Balance as of June 30, 2017	\$ —	\$ —	\$ 664	\$ 10	\$ —	\$ —	\$ 674

The Company anticipates settling these restructuring liabilities within the next 12 months. The net restructuring charges included as a component of selling, general and administrative expenses in the Company's condensed consolidated statements of operations were as follows:

(in thousands)	Three Months Ended		Nine Months Ended	
	June 30, 2017	June 24, 2016	June 30, 2017	June 24, 2016
Total restructuring charges, net	\$ (101)	\$ 326	\$ 700	\$ 2,395

11. COMMITMENTS AND CONTINGENCIES

The Company has obligations related to commitments to purchase certain goods. As of June 30, 2017, such obligations were \$104,371 for the rest of fiscal year 2017, \$13,448 for fiscal year 2018 and \$674 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 the Company refers 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 total product liability reserves for Special Products Claims and other product liability matters were \$6,079 and \$4,950 as of June 30, 2017 and September 30, 2016, respectively. As of June 30, 2017, 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, 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.

During the nine months ended June 30, 2017, the U.S. Department of Commerce ruled on a scope request in relation to an Antidumping Duty Order for Malleable Iron Pipe Fittings from China. The ruling subjects certain of the Company's imports of conduit fittings within the Atkore Steel Components Inc. business (acquired in November 2014) to antidumping duties, which are incremental to the duties previously paid upon importation. The Company is appealing the scope decision and has established an accrual of \$7,501 for the related contingent liability during the three months ended March 31, 2017 with the related expense recorded in selling, general and administrative in the Company's condensed consolidated statements of operations which covers the post-acquisition period through the date of the scope ruling.

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.

12. GUARANTEES

The Company has outstanding letters of credit totaling \$8,560 supporting workers' compensation and general liability insurance policies as of June 30, 2017. The Company also has surety bonds primarily related to performance guarantees on supply agreements and construction contracts, and payment of duties and taxes totaling \$30,176 as of June 30, 2017.

As of September 30, 2016, the Company had outstanding letters of credit totaling \$9,121 as collateral for advance payments it received pursuant to the sale of its minority ownership share in Abahsain-Cope Saudi Arabia Ltd. The bank guarantees were canceled during the second quarter of fiscal 2017 when the transfer of ownership was completed.

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.

13. ASSETS HELD FOR SALE

(in thousands)	June 30, 2017	September 30, 2016
Assets held for sale	\$ —	\$ 6,680

In May 2012, 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 \$9,087. The total carrying value of the investment was \$3,313. During the second quarter of fiscal 2017, the Company recognized a pre-tax gain of \$5,774 (\$3,102, net of tax) on the sale when transfer of ownership was completed.

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.

14. OTHER EXPENSE (INCOME), NET

Other expense (income), net consisted of the following:

(in thousands)	Three Months Ended	Nine Months Ended
	June 30, 2017	June 30, 2017
Gain on sale of joint venture (see Note 12)	\$ —	\$ (5,774)
Undesignated foreign currency derivate instruments	243	243
Foreign exchange (gain) loss on intercompany loans	(126)	(126)
Other expense (income), net	\$ 117	\$ (5,657)

15. FAIR VALUE MEASUREMENTS

Certain assets and liabilities are required to be recorded at fair value on a recurring basis.

The Company uses forward currency contracts to hedge the effects of foreign exchange relating to certain of the Company's intercompany receivables denominated in a foreign currency. These derivative instruments are not formally designated as hedges by the Company and the terms of these instruments range from 6 months to 5 years. Short-term forward currency contracts are recorded in other current liabilities and long-term forward currency contracts are recorded in other long-term liabilities in the condensed consolidated balance sheet. The fair value gains and losses are included in other expense (income), net within the condensed consolidated statements of operations. See Note 14, "Other Expense (Income), Net" for further detail.

The total notional amount of undesignated forward currency contracts were £ 14.7 million and £ 0 million as of June 30, 2017 and September 30, 2016, respectively. Cash flows associated with derivative financial instruments are recognized in the operating section of the condensed consolidated statements of cash flows. The fair value of forward currency contracts is calculated by reference to current forward exchange rates for contracts with similar maturity profiles.

The following table presents the Company's assets and liabilities measured at fair value:

(in thousands)	June 30, 2017			September 30, 2016		
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Cash equivalents	\$ 67,992	\$ —	\$ —	\$ 167,006	\$ —	\$ —
Forward currency contracts	—	(434)	—	—	—	—

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 estimated fair value of financial instruments not carried at fair value in the condensed consolidated balance sheets were as follows:

(in thousands)	June 30, 2017		September 30, 2016	
	Carrying Value	Fair Value	Carrying Value	Fair Value
First Lien Term Loan Facility due December 22, 2023	\$ 497,500	\$ 500,187	\$ —	\$ —
Initial First Lien Term Loan Facility due April 9, 2021	—	—	410,550	411,084
Second Lien Term Loan Facility due October 9, 2021	—	—	231,000	231,092
Total debt	\$ 497,500	\$ 500,187	\$ 641,550	\$ 642,176

In determining the approximate fair value of its long-term debt, the Company used the trading value among financial institutions, which were classified within Level 2 of the fair value hierarchy.

16. 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 (gain) on extinguishment of debt, interest expense (net), restructuring and impairments, stock-based compensation, certain legal matters, consulting fees, transaction costs, gain on sale of joint venture and other items, such as lower-of-cost-or-market inventory adjustments, realized or unrealized gain (loss) on foreign currency transactions 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. Prior fiscal years have not been restated for this change due to the relative insignificance and nature of these amounts.

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.

Three Months Ended						
(in thousands)	June 30, 2017			June 24, 2016		
	External Net Sales	Intersegment Sales	Adjusted EBITDA	External Net Sales	Intersegment Sales	Adjusted EBITDA
Electrical Raceway	\$ 266,103	\$ 172	\$ 48,026	\$ 259,270	\$ 556	\$ 52,438
MP&S	131,642	37	\$ 18,986	136,454	28	\$ 23,024
Eliminations	—	(209)		—	(584)	
Consolidated operations	<u>\$ 397,745</u>	<u>\$ —</u>		<u>\$ 395,724</u>	<u>\$ —</u>	

Nine months ended						
(in thousands)	June 30, 2017			June 24, 2016		
	External Net Sales	Intersegment Sales	Adjusted EBITDA	External Net Sales	Intersegment Sales	Adjusted EBITDA
Electrical Raceway	\$ 739,345	\$ 1,001	\$ 133,210	\$ 713,410	\$ 1,314	\$ 129,057
MP&S	368,782	102	\$ 53,831	393,735	94	\$ 64,725
Eliminations	—	(1,103)		—	(1,408)	
Consolidated operations	<u>\$ 1,108,127</u>	<u>\$ —</u>		<u>\$ 1,107,145</u>	<u>\$ —</u>	

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

(in thousands)	Three Months Ended		Nine Months Ended	
	June 30, 2017	June 24, 2016	June 30, 2017	June 24, 2016
Operating segment Adjusted EBITDA				
Electrical Raceway	\$ 48,026	\$ 52,438	\$ 133,210	\$ 129,057
MP&S	18,986	23,024	53,831	64,725
Total	67,012	75,462	187,041	193,782
Unallocated expenses ^(a)	(4,979)	(8,238)	(18,995)	(20,144)
Interest expense, net	(5,811)	(10,169)	(20,872)	(30,617)
Depreciation and amortization	(13,341)	(13,322)	(40,242)	(40,064)
Gain (loss) on extinguishment of debt	—	—	(9,805)	1,661
Restructuring & impairments ^(b)	101	(326)	(700)	(2,395)
Net periodic pension benefit cost ^(c)	—	(110)	—	(330)
Stock-based compensation ^(d)	(3,064)	(4,854)	(9,368)	(16,897)
ABF product liability impact ^(e)	—	(212)	—	(637)
Legal matters ^(f)	—	(1,300)	(7,501)	(1,300)
Consulting fee ^(g)	—	(13,675)	—	(15,425)
Transaction costs ^(h)	(845)	(1,917)	(2,543)	(5,348)
Gain on sale of joint venture ⁽ⁱ⁾	—	—	5,774	—
Other ^(j)	(177)	10,055	10,306	5,842
Impact of Fence and Sprinkler exit ^(k)	—	—	—	(811)
Income before income taxes	\$ 38,896	\$ 31,394	\$ 93,095	\$ 67,317

(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.

(b) 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 10, "Restructuring Charges".

(c) 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 excluded net periodic pension benefit cost from Adjusted EBITDA. Fiscal 2016 has not been restated for this change due to the relative insignificance and nature of these amounts. See Note 8, "Postretirement Benefits".

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

(e) Through fiscal 2016, represents changes in the Company's estimated exposure to ABF matters. Beginning in fiscal 2017, the company has excluded the costs incurred with the ABF product liability from Adjusted EBITDA. Fiscal 2016 has not been restated for this change due to the relative insignificance and nature of these amounts. See Note 11, "Commitments and Contingencies".

(f) Represents certain legal matters. See Note 11, "Commitments and Contingencies".

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

(h) Represents expenses related to the Company's initial public offering and secondary offerings and acquisition and divestiture-related activities. See Note 2, "Acquisition".

(i) Represents gain on sale of Abahsain-Cope Saudi Arabia Ltd. joint venture. See Note 13, "Assets Held for Sale".

(j) Represents other items, such as lower-of-cost-or-market inventory adjustments, realized or unrealized gain (loss) on foreign currency transactions and release of certain indemnified uncertain tax positions.

(k) Represents historical performance of Fence and Sprinkler and related operating 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 included or referenced elsewhere in this report, particularly in the sections entitled "Forward-Looking Statements" and "Risk Factors".

Use of Non-GAAP Measures

Adjusted EBITDA and Adjusted EBITDA Margin

We use Adjusted EBITDA and Adjusted EBITDA Margin in evaluating the performance of our business, and we 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 (gain) on extinguishment of debt, interest expense (net), income tax expense, restructuring and impairments, stock-based compensation, certain legal matters, consulting fees, transaction costs, gain on sale of joint venture, 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. Prior fiscal years have not been restated for this change due to the relative insignificance and nature of the amounts. We believe Adjusted EBITDA, when presented in conjunction with comparable accounting principles generally accepted in the United States of America ("GAAP") measures, is useful for investors because management uses Adjusted EBITDA in evaluating the performance of our business. We define Adjusted EBITDA Margin as Adjusted EBITDA as a percentage of Adjusted net sales.

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

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

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

The following table sets forth a reconciliation of net income to Adjusted EBITDA for the three and nine months ended June 30, 2017 and June 24, 2016 :

(in thousands)	Three Months Ended		Nine months ended	
	June 30, 2017	June 24, 2016	June 30, 2017	June 24, 2016
Net income	\$ 27,465	\$ 20,645	\$ 63,782	\$ 43,224
Interest expense, net	5,811	10,169	20,872	30,617
Income tax expense	11,431	10,749	29,313	24,093
Depreciation and amortization	13,341	13,322	40,242	40,064
Loss (gain) on extinguishment of debt	—	—	9,805	(1,661)
Restructuring & impairments ^(a)	(101)	326	700	2,395
Net periodic pension benefit cost ^(b)	—	110	—	330
Stock-based compensation ^(c)	3,064	4,854	9,368	16,897
ABF product liability impact ^(d)	—	212	—	637
Consulting fee ^(e)	—	13,675	—	15,425
Legal matters ^(f)	—	1,300	7,501	1,300
Transaction costs ^(g)	845	1,917	2,543	5,348
Gain on sale of joint venture ^(h)	—	—	(5,774)	—
Other ⁽ⁱ⁾	177	(10,055)	(10,306)	(5,842)
Impact of Fence and Sprinkler exit ^(j)	—	—	—	811
Adjusted EBITDA	\$ 62,033	\$ 67,224	\$ 168,046	\$ 173,638

(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 10, "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 excluded net periodic pension benefit cost from Adjusted EBITDA. Fiscal 2016 has not been restated for this change due to the relative insignificance and nature of these amounts. 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 awards.

(d) Through fiscal 2016, represents changes in our estimated exposure to ABF matters. Beginning in fiscal 2017, the company has excluded the costs incurred with the ABF product liability from Adjusted EBITDA. Fiscal 2016 has not been restated for this change due to the relative insignificance and nature of these amounts. See Note 11, "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 certain legal matters. See Note 11, "Commitments and Contingencies" to our unaudited condensed consolidated financial statements for further detail.

(g) Represents expenses related to our initial public offering ("IPO") and secondary offerings and acquisition and divestiture-related activities. See Note 2, "Acquisition" to our unaudited condensed consolidated financial statements for further detail.

(h) Represents gain on sale of Abahsain-Cope Saudi Arabia Ltd. joint venture. See Note 13, "Assets Held for Sale" to our unaudited condensed consolidated financial statements for further detail.

(i) Represents other items, such as lower-of-cost-or-market inventory adjustments, realized or unrealized gain (loss) on foreign currency transactions and release of certain indemnified uncertain tax positions.

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

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 three months ended December 25, 2015.

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 nine months ended June 24, 2016 :

(in thousands)		Nine Months Ended June 24, 2016	
Net sales	\$		1,107,145
Impact of Fence and Sprinkler exit			(7,816)
Adjusted net sales	\$		1,099,329

Results of Operations

The results of operations for the three months ended June 30, 2017 and June 24, 2016 were as follows:

(\$ in thousands)	Three Months Ended			
	June 30, 2017	June 24, 2016	Change	% Change
Net sales	\$ 397,745	\$ 395,724	\$ 2,021	0.5 %
Cost of sales	304,920	284,203	20,717	7.3 %
Gross profit	92,825	111,521	(18,696)	(16.8)%
Selling, general and administrative	42,455	64,392	(21,937)	(34.1)%
Intangible asset amortization	5,546	5,566	(20)	(0.4)%
Operating income	44,824	41,563	3,261	7.8 %
Interest expense, net	5,811	10,169	(4,358)	(42.9)%
Other expense (income), net (See Note 14)	117	—	117	*
Income before income taxes	38,896	31,394	7,502	23.9 %
Income tax expense	11,431	10,749	682	6.3 %
Net income	\$ 27,465	\$ 20,645	\$ 6,820	33.0 %
Non-GAAP financial data				
Adjusted EBITDA	\$ 62,033	\$ 67,224	\$ (5,191)	(7.7)%
Adjusted EBITDA Margin	15.6%	17.0%		

* Not meaningful

Net sales

Net sales increased \$2.0 million , or 0.5% to \$397.7 million for the three months ended June 30, 2017 compared to \$395.7 million for the prior-year period. The increase was due to higher net average selling prices of \$23.6 million primarily resulting from the pass-through impacts of higher steel, resin and copper costs during the three months ended June 30, 2017 and \$0.6 million of insignificant items. The increase in sales is partially offset by lower sales volume of \$20.0 million, primarily due to lower demand for mechanical pipe products from the solar end-market and metal electrical conduit and fittings products. Net sales also decreased \$2.2 million due to the impact of a stronger U.S. dollar.

Cost of sales

Cost of sales increased by \$20.7 million , or 7.3% to \$304.9 million for the three months ended June 30, 2017 compared to \$284.2 million for the prior-year period. The increase was due to \$35.2 million of higher steel, resin and copper costs, including the impact resulting from lower-of-cost-or-market adjustments. Cost of sales also increased \$1.7 million increase of other costs, partially offset by \$12.3 million of lower volume of products sold, primarily related to lower demand for mechanical pipe products from the solar end-market and metal electrical conduit and fittings products and \$2.1 million of lower freight and warehouse costs. A stronger U.S. dollar provided a favorable foreign currency translation impact, lowering cost of sales by \$1.8 million.

Gross profit

Gross profit decreased by \$18.7 million , or 16.8% to \$92.8 million for the three months ended June 30, 2017 compared to \$111.5 million for the prior-year period. The net decrease was primarily attributable to an increase in input costs that exceeded the increase in average selling prices for flexible electrical conduit and fittings, armored cable and fittings and mechanical pipe product categories driven by timing and the impact resulting from lower-of-cost-or-market adjustments. The decrease is partially offset by improved productivity.

Selling, general and administrative

Selling, general and administrative expenses decreased \$21.9 million , or 34.1% to \$42.5 million for the three months ended June 30, 2017 compared to \$64.4 million for the prior-year period. The decrease was primarily due to consulting fees and a termination fee related to the termination of the CD&R consulting agreement totaling \$13.7 million and lower professional services of \$4.2 million, including IPO-related costs and \$4.0 million of other selling, general and administrative costs.

Intangible asset amortization

Intangible asset amortization expense of \$5.5 million for the three months ended June 30, 2017 remained relatively flat compared to the prior-year period.

Operating income

Operating income increased \$3.3 million or 7.8% to \$44.8 million for the three months ended June 30, 2017 compared to \$41.6 million for the prior-year period. The increase was due primarily to a decrease in selling, general, and administrative expenses of \$21.9 million offset in part by lower gross profit of \$18.7 million .

Interest expense, net

Interest expense, net, decreased \$4.4 million , or 42.9% to \$5.8 million for the three months ended June 30, 2017 compared to \$10.2 million for the prior-year period. The decrease is due to our refinancing transactions on December 22, 2016 , which resulted in \$4.8 million of lower interest expense resulting from lower levels of debt and lower interest rates. See Note 6, "Debt" to our unaudited condensed consolidated financial statements for further detail. The decrease in interest expense is partially offset by lower interest income of \$0.4 million compared to the prior-year period.

Other expense (income), net

Other expense, net was \$0.1 million for the three months ended June 30, 2017 and remained relatively flat compared to the prior-year period.

Income tax expense

Our income tax rate decreased to 29.4% for the three months ended June 30, 2017 compared to 34.2% for the prior-year period. The decrease in the effective tax rate was primarily due to the excess tax benefit associated with the exercise of stock options which is recognized as a reduction in tax expense in the current period.

Net income

Net income increased by \$6.8 million , or 33.0% to \$27.5 million for the three months ended June 30, 2017 compared to \$20.6 million for the three months ended June 24, 2016 primarily due to a decrease in selling, general and administrative costs and lower interest expense, partially offset by a decrease in gross profit.

Adjusted EBITDA

Adjusted EBITDA decreased by \$5.2 million , or 7.7% to \$62.0 million for the three months ended June 30, 2017 compared to \$67.2 million for the three months ended June 24, 2016 . The net decrease was primarily due to an increase in input costs that exceeded the increase in average selling prices for flexible electrical conduit and fittings, armored cable and fittings and mechanical pipe products driven by timing and lower volume of products sold partially offset by improved productivity.

Segment results

Electrical Raceway

(\$ in thousands)	Three Months Ended			
	June 30, 2017	June 24, 2016	Change	% Change
Net sales	\$ 266,275	\$ 259,826	\$ 6,449	2.5 %
Adjusted EBITDA	\$ 48,026	\$ 52,438	\$ (4,412)	(8.4)%
Adjusted EBITDA margin	18.0%	20.2%		

Net sales

Net sales increased \$6.4 million , or 2.5% , to \$266.3 million for the three months ended June 30, 2017 compared to \$259.8 million for the three months ended June 24, 2016 . The increase was due primarily to higher average selling prices of \$15.4 million resulting from the pass-through impact of higher steel, copper and resin costs. The increase was partially offset by \$8.2 million of volume reduction from lower demand for metal electrical conduit and fittings products, \$0.3 million due to the impact of a stronger U.S. dollar and \$0.5 million resulting from insignificant items.

Adjusted EBITDA

Adjusted EBITDA for the three months ended June 30, 2017 decreased \$4.4 million , or 8.4% , to \$48.0 million from \$52.4 million for the three months ended June 24, 2016 . Adjusted EBITDA decreased due to lower volume of metal electrical conduit and fittings products sold and lower margins for flexible electrical conduit and fittings and armored cable and fittings products resulting from an increase in input costs that exceeded our increase in sales prices, partially offset by improved productivity.

Mechanical Products & Solutions

(\$ in thousands)	Three Months Ended			
	June 30, 2017	June 24, 2016	Change	% Change
Net sales	\$ 131,679	\$ 136,482	\$ (4,803)	(3.5)%
Adjusted EBITDA	\$ 18,986	\$ 23,024	\$ (4,038)	(17.5)%
Adjusted EBITDA margin	14.4%	16.9%		

Net sales

Net sales decreased \$4.8 million , or 3.5% , for the three months ended June 30, 2017 to \$131.7 million compared to \$136.5 million for the three months ended June 24, 2016 . The decrease was primarily due to lower volume of \$11.8 million, primarily related to lower demand for mechanical pipe products. Net sales also decreased \$1.9 million related to negative foreign currency translation impact. The decrease in net sales was partially offset by increased average selling prices of \$8.2 million resulting from the pass-through impact of higher input costs and \$0.7 million of other insignificant items.

Adjusted EBITDA

Adjusted EBITDA decreased \$4.0 million , or 17.5% , to \$19.0 million for the three months ended June 30, 2017 compared to \$23.0 million for the three months ended June 24, 2016 . Adjusted EBITDA decreased primarily due to lower volumes of mechanical pipe products within the solar end-market, which are typically higher margin products and reduced gross margins, partially offset by improved productivity.

The results of operations for the nine months ended June 30, 2017 and June 24, 2016 were as follows:

(\$ in thousands)	Nine months ended			
	June 30, 2017	June 24, 2016	Change	% Change
Net sales	\$ 1,108,127	\$ 1,107,145	\$ 982	0.1 %
Cost of sales	835,348	831,805	3,543	0.4 %
Gross profit	272,779	275,340	(2,561)	(0.9)%
Selling, general and administrative	138,036	162,412	(24,376)	(15.0)%
Intangible asset amortization	16,628	16,655	(27)	(0.2)%
Operating income	118,115	96,273	21,842	22.7 %
Interest expense, net	20,872	30,617	(9,745)	(31.8)%
Loss (gain) on extinguishment of debt	9,805	(1,661)	11,466	(690.3)%
Other expense (income), net (See Note 14)	(5,657)	—	(5,657)	*
Income before income taxes	93,095	67,317	25,778	38.3 %
Income tax expense	29,313	24,093	5,220	21.7 %
Net income	\$ 63,782	\$ 43,224	\$ 20,558	47.6 %
Non-GAAP financial data				
Adjusted net sales	\$ 1,108,127	\$ 1,099,329	\$ 8,798	0.8 %
Adjusted EBITDA	\$ 168,046	\$ 173,638	\$ (5,592)	(3.2)%
Adjusted EBITDA Margin	15.2%	15.8%		

* Not meaningful

Net sales

Net sales increased \$1.0 million , or 0.1% to \$1,108.1 million for the nine months ended June 30, 2017 compared to \$1,107.1 million for the nine months ended June 24, 2016 . The increase was due to higher net average selling prices of \$77.5 million resulting from the pass-through of higher input costs of steel, resin and copper. The increase in sales is partially offset by lower volume of \$59.8 million primarily related to lower demand for mechanical pipe products within the solar end-market and lower demand for metal electrical conduit and fittings products. Net sales also decreased \$7.8 million related to the Fence and Sprinkler exit in November 2015 , \$6.1 million due to the impact of a stronger U.S. dollar and \$2.8 million resulting from insignificant items.

Cost of sales

Cost of sales increased by \$3.5 million , or 0.4% to \$835.3 million for the nine months ended June 30, 2017 compared to \$831.8 million for the nine months ended June 24, 2016 . The increase was primarily due to higher input costs across all product categories of \$63.8 million, including lower-of-cost-or-market charges and \$5.3 million of other costs. The increase in cost of sales was partially offset by lower volume of \$42.7 million primarily related to lower demand for our mechanical pipe products within the solar end-market and lower demand for metal electrical conduit and fittings products. Cost of sales also decreased \$11.1 million due to lower freight and warehouse costs resulting from productivity efficiencies, \$6.7 million resulting from the Fence and Sprinkler exit and \$5.1 million resulting from the favorable foreign currency translation impact of a stronger U.S. dollar.

Gross profit

Gross profit decreased by \$2.6 million , or 0.9% to \$272.8 million for the nine months ended June 30, 2017 compared to \$275.3 million for the nine months ended June 24, 2016 . The net decrease was primarily attributable to lower demand for our mechanical pipe products which are typically higher margin products, partially offset by lower freight and warehouse costs.

Selling, general and administrative

Selling, general and administrative expenses decreased \$24.4 million , or 15.0% to \$138.0 million for the nine months ended June 30, 2017 compared to \$162.4 million for the nine months ended June 24, 2016 . The decrease was primarily due to consulting fees and a termination fee related to the termination of the CD&R consulting agreement totaling \$15.4 million during fiscal 2016, lower stock-based compensation expense of \$7.5 million due to the revaluation of our outstanding stock option award in the prior year resulting from mark-to-market adjustments and lower professional services, including IPO-related costs of \$6.6 million. The decrease in selling, general and administrative expense was partially offset by a legal contingency of \$7.5 million related to antidumping duties recorded in the second quarter of fiscal 2017. See Note 11, "Commitments and Contingencies" to our unaudited condensed consolidated financial statements for further detail.

Intangible asset amortization

Intangible asset amortization expense of \$16.6 million for the nine months ended June 30, 2017 remained relatively flat compared to the prior year.

Operating income

Operating income increased \$21.8 million or 22.7% to \$118.1 million for the nine months ended June 30, 2017 compared to \$96.3 million for the nine months ended June 24, 2016 . The increase was due primarily to a decrease in selling, general, and administrative expenses of \$24.4 million .

Interest expense, net

Interest expense, net, decreased \$9.7 million , or 31.8% to \$20.9 million for the nine months ended June 30, 2017 compared to \$30.6 million for the nine months ended June 24, 2016 . The decrease is due to our debt refinancing transactions on December 22, 2016 , which resulted in \$10.0 million of lower interest expense resulting from lower levels of debt and lower interest rates. See Note 6, "Debt" to our unaudited condensed consolidated financial statements for further detail. The decrease in interest expense was partially offset by lower interest income of \$0.3 million.

Loss (gain) on extinguishment of debt

The \$9.8 million loss on extinguishment of debt in the nine months ended June 30, 2017 related to the December 22, 2016 debt refinancing transactions. See Note 6, "Debt" to our unaudited condensed consolidated financial statements for further detail.

The \$1.7 million gain on extinguishment of debt in the nine months ended June 24, 2016 related to the January 22, 2016 redemption of a portion of the Second Lien Term Loan Facility.

Other expense (income), net

In May 2012, we 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 \$9.1 million . The total carrying value of the investment was \$3.3 million . During the three months ended June 30, 2017 , we recognized a pre-tax gain of \$5.8 million on the sale when transfer of ownership was completed. See Note 13, "Assets Held for Sale" to our unaudited consolidated financial statements for further detail.

Income tax expense

Our income tax rate decreased to 31.5% for the nine months ended June 30, 2017 compared to 35.8% for the nine months ended June 24, 2016 . The change 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 and the impact of the nondeductible transaction costs in the prior period, not incurred in the current period.

Net income

Net income increased by \$20.6 million , or 47.6% to \$63.8 million for the nine months ended June 30, 2017 compared to \$43.2 million for the nine months ended June 24, 2016 primarily due to a decrease in selling, general, and administrative expenses of \$24.4 million , a higher loss on extinguishment of debt of \$11.5 million and higher income tax expense of \$5.2 million , partially offset by lower interest expense of \$9.7 million and a gain on the sale of the joint venture of \$5.8 million .

Adjusted EBITDA

Adjusted EBITDA decreased by \$5.6 million , or 3.2% to \$168.0 million for the nine months ended June 30, 2017 compared to \$173.6 million for the nine months ended June 24, 2016 . The decrease is primarily due to lower volumes of mechanical pipe products within the solar end-market, which are typically higher margin products, partially offset by improved productivity.

Segment results

Electrical Raceway

(\$ in thousands)	Nine months ended			
	June 30, 2017	June 24, 2016	Change	% Change
Net sales	\$ 740,346	\$ 714,724	\$ 25,622	3.6%
Adjusted EBITDA	\$ 133,210	\$ 129,057	\$ 4,153	3.2%
Adjusted EBITDA margin	18.0%	18.1%		

Net sales

Net sales increased \$25.6 million , or 3.6% , to \$740.3 million for the nine months ended June 30, 2017 compared to \$714.7 million for the nine months ended June 24, 2016 . The increase was due primarily to higher average selling prices of \$55.9 million resulting from the pass-through impact of higher input costs and our ability to earn a premium from meeting customer expectations of product availability, delivery service levels and co-loading capabilities, partially offset by lower sales volume of \$29.5 million across all of our Electrical Raceway product lines and \$0.8 million resulting from insignificant items.

Adjusted EBITDA

Adjusted EBITDA for the nine months ended June 30, 2017 increased \$4.2 million , or 3.2% , to \$133.2 million from \$129.1 million for the nine months ended June 24, 2016 . The primary driver of the increase was gross profit expansion due to improved productivity, selling higher value products and the pass-through impact of higher input costs.

Mechanical Products & Solutions

(\$ in thousands)	Nine months ended			
	June 30, 2017	June 24, 2016	Change	% Change
Net sales	\$ 368,884	\$ 393,829	\$ (24,945)	(6.3)%
Impact of Fence and Sprinkler exit	—	(7,816)	7,816	(100.0)%
Adjusted net sales	\$ 368,884	\$ 386,013	\$ (17,129)	(4.4)%
Adjusted EBITDA	\$ 53,831	\$ 64,725	\$ (10,894)	(16.8)%
Adjusted EBITDA margin	14.6%	16.8%		

Net sales

Net sales decreased \$24.9 million , or 6.3% , for the nine months ended June 30, 2017 to \$368.9 million compared to \$393.8 million for the nine months ended June 24, 2016 . The decrease was primarily due to lower sales volume of \$30.3 million, related to lower demand for mechanical pipe products within the solar end-market. Net sales decreased \$7.8 million related to the Fence and Sprinkler exit in November 2016, negative foreign currency translation impact of \$6.0 million and \$2.4 million due to insignificant items. The decrease in net sales is partially offset by increased average selling prices of \$21.6 million resulting from the pass-through impact of higher input costs.

Adjusted EBITDA

Adjusted EBITDA decreased \$10.9 million , or 16.8% , to \$53.8 million for the nine months ended June 30, 2017 compared to \$64.7 million for the nine months ended June 24, 2016 . Adjusted EBITDA decreased primarily due to higher input costs that exceeded the increase in average selling prices and lower volumes of mechanical pipe products within the solar end-market, which are typically higher margin products, partially offset by improved productivity.

Other Matters

Our collective bargaining agreement in Harvey, Illinois was set to expire in April 2017. During the three months ended June 30, 2017, the Company and the United Steelworkers Union reached agreement on the terms of a new collective bargaining agreement which expires in April 2020.

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 \$96.2 million as of June 30, 2017 , of which \$29.3 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 in the applicable foreign jurisdictions were to change and the cash was repatriated to the U.S. Our cash and cash equivalents decreased \$104.1 million from September 30, 2016 primarily due to the debt refinancing activities. See Note 6, "Debt" to our unaudited condensed consolidated financial statements for further detail.

In general, we require cash to fund working capital, capital expenditures, debt repayment, interest payments and taxes. We have access to the ABL Credit Facility to fund operational needs. As of June 30, 2017 , there were no outstanding borrowings under the ABL Credit Facility and \$8.6 million of letters of credit were issued under the ABL Credit Facility. The borrowing base was estimated to be \$246.4 million and approximately \$237.9 million was available under the ABL Credit Facility as of June 30, 2017 . Outstanding letters of credit count as utilization of the commitments under the ABL Credit Facility and reduce the amount available for borrowings.

The agreements governing the First Lien Term Loan Facility and the ABL Credit Facility (the "Credit Facilities") contain covenants that limit or restrict AII's ability to incur additional indebtedness, repurchase debt, incur liens, sell assets, make certain payments (including dividends) and enter into transactions with affiliates. AII has been in compliance with the covenants under the agreements for all periods presented.

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

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

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

Limitations on Distributions and Dividends by Subsidiaries

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

The agreements governing the Credit Facilities significantly restrict the ability of our subsidiaries, including AII, to pay dividends, make loans or otherwise transfer assets from Atkore International and, in turn, to us. Further, AII's subsidiaries are permitted under the terms of the Credit Facilities to incur additional indebtedness that may restrict or prohibit the making of distributions, the payment of dividends or the making of loans by such subsidiaries to AII and, in turn, to us. The First Lien Term Loan Facility 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 6, "Debt" to our unaudited condensed consolidated financial statements for further detail.

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

(in thousands)	Nine months ended	
	June 30, 2017	June 24, 2016
Cash flows provided by (used in):		
Operating activities	\$ 65,783	\$ 85,018
Investing activities	(31,792)	(12,976)
Financing activities	(137,621)	(21,667)

Operating activities

During the nine months ended June 30, 2017, \$65.8 million was provided by operating activities compared to \$85.0 million during the nine months ended June 24, 2016. The \$19.2 million decrease in cash provided was primarily due to an increase in income taxes resulting from higher taxable income and greater inventory levels resulting from higher input costs, partially offset by higher pre-tax income.

Investing activities

During the nine months ended June 30, 2017, the Company used \$31.8 million for investing activities compared to \$13.0 million during the nine months ended June 24, 2016. The \$18.8 million increase in cash used for investing activities is primarily due to the acquisition of Marco Cable Management during the three months ended June 30, 2017.

Financing Activities

During the nine months ended June 30, 2017, the Company used \$137.6 million for financing activities compared to \$21.7 million provided during the nine months ended June 24, 2016. The use of cash was primarily for the \$649.9 million redemption of the Initial First Term Lien Loan Facility and the Second Term Lien Loan Facility partially offset by cash provided from the net borrowing of \$498.8 million under the First Lien Term Loan Facility. See Note 6, "Debt" to our unaudited condensed consolidated financial statements for further detail. Additionally, the Company issued \$12.1 million of common stock during the nine months ended June 24, 2016 pursuant to equity compensation plans.

Contractual Obligations and Commitments

There have been no material changes from the information provided in our Quarterly Report on Form 10-Q filed February 7, 2017.

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" to our unaudited 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 or referenced under the caption "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Quarterly Report on Form 10-Q, 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;
- our inability to continue importing raw materials, component parts and/or finished goods;
- changes in legislation, regulation and government policy as a result of the 2016 U.S. presidential and congressional elections;
- 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 continued to 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

Except as set forth in Item 3 of our Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 as filed with the SEC on May 9, 2017, there have been no material changes to the quantitative and qualitative disclosures about market risks previously disclosed in our Annual Report on Form 10-K.

Item 4. Controls and Procedures

Evaluation of Disclosure 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.

Changes in Internal Control over Financial Reporting

There have been no changes to our internal control over financial reporting in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) under the Exchange Act during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

For a discussion of certain litigation involving the Company, see Note 11, "Commitments and Contingencies" to our unaudited condensed consolidated financial statements for further detail.

Item 1A. Risk Factors

Except as set forth in Item 1A of our Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 as filed with the SEC on May 9, 2017, there have been no material changes to the risk factors previously disclosed in our Annual Report on Form 10-K.

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#* [Severance and Retention Policy for Senior Management, effective July 10, 2017.](#)
 - 31.1# [Certification of Chief Executive Officer Pursuant to Exchange Act Rule 13a - 14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
 - 31.2# [Certification of Chief Financial Officer Pursuant to Exchange Act Rule 13a - 14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
 - 32.1# [Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
 - 32.2# [Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
 - 101.INS# [XBRL Instance Document](#)
 - 101.SCH# XBRL Taxonomy Schema Linkbase Document
 - 101.CAL# [XBRL Taxonomy Calculation Linkbase Document](#)
 - 101.DEF# [XBRL Taxonomy Definition Linkbase Document](#)
 - 101.LAB# [XBRL Taxonomy Labels Linkbase Document](#)
 - 101.PRE# [XBRL Taxonomy Presentation Linkbase Document](#)
-

Filed herewith

* Denotes management compensatory plan, contracts or arrangements.

SIGNATURES

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

ATKORE INTERNATIONAL GROUP INC.

(Registrant)

Date: August 8, 2017

By: /s/ James A. Mallak

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

**ATKORE INTERNATIONAL GROUP INC.
SEVERANCE AND RETENTION POLICY
FOR SENIOR MANAGEMENT**

Atkore International Group Inc., a Delaware corporation (the “Company”), has adopted this Severance and Retention Policy for Senior Management (this “Policy”), effective as of the Effective Date, for the benefit of certain senior management of the Company including the Company’s Chief Executive Officer (the “CEO”), the Company’s other Section 16 officers and the CEO’s other direct reports, all of whom are eligible to participate in this Policy.

**Article I
Purposes**

The purposes of this Policy are as follows:

- 1.1 To reinforce and encourage the continued attention and dedication of Participants (as defined below) to their assigned duties at all times during their employment and in the event of a possible or actual Change in Control (as defined below) and thereafter;
- 1.2 To enable and encourage Participants to focus their attention at all times on obtaining the best possible outcome for the Company’s shareholders, without being influenced by their personal concerns regarding the possible impact of on the security of their jobs and benefits; and
- 1.3 To provide severance payments and benefits to any Participant who incurs a qualifying termination of employment under the circumstances described herein.

**Article II
Defined Terms**

2.1 For purposes of this Policy, the following terms shall have the meanings indicated below:

“Base Salary” means, as to any Participant, the amount the Participant is entitled to receive as annual base salary, in each case without reduction for any pre-tax contributions to benefit plans. Base Salary does not include bonuses, incentives, commissions, overtime pay, shift pay, premium pay, cost of living allowances, perquisites, reimbursed expenses, or income from stock options, stock grants or other incentives awarded under the Equity Plans or otherwise.

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

“Cause” means any of the following:

- (a) the Participant’s conviction of or plea of guilty or nolo contendere to a felony;
- (b) commission of a crime involving fraud, misappropriation or embezzlement with respect to the Company Group;
- (c) Participant’s refusal to follow the reasonable and lawful directions of the Board;
- (d) substantial failure to perform his or her material employment-related duties for the Company and its Subsidiaries after notice to Participant and reasonable opportunity to cure;
- (e) the Participant’s willful misconduct or grossly negligent acts in connection with the Company’s business
- (f) the Participant’s material breach of the covenants required in this Policy as then in effect, including non-disparagement, confidentiality, non-solicitation and non-competition; or
- (g) the Participant’s breach of a material Company policy or the Company’s Code of Business Conduct which reasonably would be expected to result in a material liability to, or have a material adverse effect on the business or financial condition of the Company.

“Change in Control” of the Company means the first occurrence of any of the following events following the Effective Date:

(a) the acquisition, directly or indirectly, by any Person (which, for purposes of this definition, shall include a “group” (as defined in Section 13(d) of the Exchange Act)) of beneficial ownership of more than 30% of the combined voting power of the Company’s then outstanding voting securities, other than any such acquisition by the Company, any of its Subsidiaries, any employee benefit plan of the Company or any of its Subsidiaries, or by the Investors, or any Affiliates of the foregoing;

(b) the merger, consolidation or other similar transaction involving the Company, as a result of which (x) Persons who were holders of voting securities of the Company immediately prior to such merger, consolidation, or other similar transaction do not immediately thereafter beneficially own, directly or indirectly, in substantially the same relative proportions as immediately prior to such transaction, more than 50% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company and (y) the Investors immediately thereafter do not beneficially own, directly or indirectly, more than 50% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company;

(c) within any 24-month period, the individuals who were members of the Board at the beginning of such period (the “Incumbent Directors”) shall cease to constitute at least a majority of the Board, provided that any director elected or nominated for election to the Board by any Investor or a majority of the Incumbent Directors still in office shall be deemed to be an Incumbent Director for purpose of this clause (c); provided, that any member of the Board whose initial assumption of office occurs as a result of (including by reason of the settlement of) an actual or threatened proxy contest, election contest or other contested election of directors shall in no event be considered an Incumbent Director;

(d) the approval by the Company’s shareholders of the liquidation or dissolution of the Company (other than a liquidation that effects in substance a transfer of all or substantially all of the assets of the Company satisfying clause (e) of this definition); or

(e) the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more Persons that are not any of the Investors and are not, immediately prior to such sale, transfer or other disposition, Affiliates of the Company;

in each case, provided that, as to benefits subject to Section 409A of the Code the payment or settlement of which will occur by reason of the Change in Control, such event also constitutes a “change in control” within the meaning of Section 409A of the Code. In addition, notwithstanding the foregoing, (i) a “Change in Control” shall not be deemed to occur if the Company files for bankruptcy, liquidation or reorganization under the United States Bankruptcy Code or as a result of any restructuring that occurs as a result of any such proceeding and (ii) a Public Offering shall not constitute a Change in Control. Capitalized terms used in this definition but not defined in this definition have the same meanings as under the Atkore International Group Inc. 2016 Omnibus Incentive Plan.

“Code” means the Internal Revenue Code of 1986, as amended.

“Committee” means the Compensation Committee of the Board.

“Company Group” means the Company and its Subsidiaries.

“Date of Termination,” means the date on which the Participant’s employment is terminated, subject to the provisions of Section 4.1.

“Effective Date” is the date the Board of Directors of the Company formally approves this Policy.

“Equity Award” means each stock option, restricted stock unit, performance share units or other equity or equity-based compensation award in respect of Shares granted to a Participant under the Equity Plans.

“Equity Plans” means the means the Atkore International Group Inc. 2016 Omnibus Incentive Plan as amended, the Atkore International Group Inc. Stock Incentive Plan and any other equity-based compensation plan maintained by the Company.

“Good Reason” means the occurrence of any one or more of the following events without the Participant’s prior written consent:

- (a) a material diminution in the Participant's position, authority, duties or responsibilities (unless such diminution is during a period of mental or physical disability);
- (b) a material reduction in the Participant's Base Salary or annual bonus target or opportunity, other than as part of an across-the-board reduction applicable to all Company executives of less than 10% (for the avoidance of doubt, any actual bonus payout made in compliance with the applicable bonus plan, which is subject to revision up or down by the Board of Directors, shall not qualify as Good Reason);
- (c) a change in the Participant's principal place of work to a location of more than fifty (50) miles from the Participant's principal place of work immediately prior to such change in location, provided such change results in a a material increase in Participant's commute; or
- (d) Company's failure to obtain assumption of this Policy by successor within ten (10) days after a Change in Control;

provided, that (x) the Participant provides a Notice of Termination to the Company within ninety (90) days of the initial existence of the facts or circumstances constituting such event and such facts and circumstances shall occur in no event later than two years after a Change in Control, (y) the Company fails to cure such facts or circumstances within thirty (30) days after receipt of such Notice of Termination and (z) the Date of Termination of the Participant occurs no later than thirty (30) days after the expiration of the such cure period; and provided, further, that if a Participant has accepted changes to his or her title, duties, responsibilities, reporting relationship, compensation or other terms of employment in connection with or as a result of a Change in Control of the Company (regardless of whether such changes would otherwise constitute Good Reason), the criteria in subclauses (a)-(d) shall be applied with reference to the Participant's terms of employment after such changes, not with reference to the Participant's terms of employment prior to the Change in Control of the Company.

"Notice of Termination" means a written notice which shall set forth (i) the termination provision in this Policy relied upon, (ii) in reasonable detail, the facts and circumstances claimed to provide a basis for termination of a Participant's employment under the provision so indicated, and (iii) subject to the terms of Section 4.1, the Date of Termination.

"Participant" means each of the CEO, the Company's other Section 16 officers and the CEO's other direct reports provided, that no person shall be a "Participant" under the Terms of this Policy unless he or she has executed a Designation Letter and delivered it to the Company within forty five (45) days following the Effective Date or within forty five (45) days of becoming eligible as a Participant, whichever is later (the "Participants"). Any individual who is notified of his or her eligibility to become a Participant and who is a party to a separate written severance or employment agreement with the Company Group, may, on a one time basis within the forty five (45) day period, (i) elect to become a Participant, in which case the preexisting written severance agreement shall become null and void upon the signing of the Designation Letter and, in the case of a preexisting employment agreement, only the severance and restrictive covenant provisions, if any, of such preexisting employment agreement shall become null and void by this Policy upon the signing of the Designation Letter, or (ii) the individual may, within the forty five (45) day period, elect not to sign the Designation Letter and will then remain covered by their existing written employment or severance agreement.

"Qualifying Termination" means a termination of employment with the Company Group with respect to which notice has been given either by (i) the Company (other than for Cause) or (ii) a Participant for Good Reason. For purposes of clarification, the termination of a Participant's employment by reason of the Participant's death or permanent disability (as determined under the Company's long-term disability Policy) or voluntary termination by Participant other than for Good Reason shall not be deemed a Qualifying Termination.

"Separation from Service" has the meaning set forth in Section 409A of the Code and Treasury Regulation Section 1.409A-1(h)).

"Severance Amount" with respect to a Participant means the sum of (x) the Participant's Base Salary as in effect on the Date of Termination (without giving effect to any reduction that constitutes Good Reason) multiplied by the Severance Multiple plus (y) the average of Participant's last three bonuses paid by the Company under the Annual Incentive Plan as of the Date of Termination (without giving effect to any reduction that constitutes Good Reason) multiplied by the Severance Multiple. If Participant is terminated in his first year as an employee, the average for the bonus shall be the Participant's bonus target; if it occurs in the second year as an employee, the average shall be the one year actual bonus and if termination occurs in the third year as an employee, the average shall be the two year actual average.

“Severance Period” means a number of whole and partial years equal to the Severance Multiple (e.g. one year for a Severance Multiple of 1, one and one-half years for a Severance Multiple of 1.5).

“Severance Multiple” means the number indicated in Schedule 2.1 hereto.

“Share” has the meaning ascribed to such term in the applicable Equity Plan.

“Subsidiary” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns equity possessing fifty percent (50%) or more of the total combined voting power of all classes of equity in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the date hereof shall be considered a Subsidiary commencing as of such date.

Article III **Termination Benefits and Payments**

3.1 Qualifying Termination. If a Participant incurs a Qualifying Termination, the Participant shall be entitled to receive the following payments and benefits, subject to Section 3.3, Section 9.2 and ongoing compliance with all applicable restrictive covenants:

(a) (i) A single lump-sum payment within ten (10) days after the Date of Termination (or earlier, to the extent required by applicable law), in an aggregate amount equal to the Participant’s earned but unpaid Base Salary and accrued but unpaid vacation pay (if any) through the Date of Termination and (ii) subject to submission by the Participant of supporting documentation, reimbursement of any unreimbursed business expenses incurred by the Participant through the Date of Termination in accordance with the Company’s reimbursement policy payable at the times provided for in such policy (the amounts described in clauses (i) and (ii), collectively, the “Accrued Obligations”);

(b) Payment of the Severance Amount (i) in the case of a Qualifying Termination occurring other than within twenty-four (24) months following a Change in Control, in the form of substantially equal installments on regularly scheduled payroll dates over the Severance Period, or (ii) in the case of a Qualifying Termination occurring within twenty-four (24) months following a Change in Control, in a single lump sum payment on the 75th day following the Date of Termination; provided, that (A) in case of either (i) or (ii), that, to the extent required to comply with Section 409A of the Code, if the Release Period (as defined below) spans two calendar years, any installment of the Severance Amount that would have been payable during the Release Period if the Release had been fully effective as of the Date of Termination shall be paid on the first regularly scheduled payroll date in such second calendar year after the date on which the Release is irrevocable, and (B) notwithstanding clause (ii), if payment of the Severance Amount in a lump sum in full as aforesaid would not comply with Section 409A, then as much of the Severance Amount as may be paid in a lump sum in compliance with Section 409A shall be paid in a lump sum, and the remaining amount shall be paid as provided in clause (i) and in compliance with Section 409A;

(c) Any unpaid bonus that would have become payable to the Participant in respect of any fiscal year that ends on or before the Date of Termination, where the Participant remained employed through the full fiscal year or performance period but incurs a Qualifying Termination prior to the payment date for such bonus (to be calculated based on the actual achievement of applicable Company performance metrics with respect to such fiscal year, and with any applicable personal performance metrics to be calculated as though Participant had achieved “target” levels of performance), payable in a single-lump sum on the later of (i) the date on which such bonus would have been paid to the Participant if he or she had remained employed on the payment date or (ii) the first payroll date following the date on which the Release (as defined below) becomes irrevocable (or, to the extent required to comply with Section 409A of the Code, if the Release Period spans two calendar years, the first regularly scheduled payroll date in such second calendar year after the date on which the Release is irrevocable);

(d) A pro rata annual bonus for the fiscal year in which the Date of Termination occurs in an amount equal to the product of (i) the annual bonus that would have become payable to the Participant in respect of the fiscal year in which the Date of Termination occurred if the Participant had remained employed through the full fiscal year or performance period and the applicable payment date for such annual bonus (based on the actual achievement of applicable Company performance metrics with respect to such fiscal year, and with any applicable personal performance metrics to be calculated as though Participant had achieved “target” levels of performance) and (ii) a fraction, the numerator of which shall be the number of days of service elapsed through the Date of Termination in the fiscal year in which the Date of Termination occurs, and the denominator of which shall be three hundred and sixty-five (365), payable in a single lump-sum on the date on which such annual bonus would have been paid to the Participant if he or she had remained employed on the payment date; provided, that, to the extent required to comply with Section 409A of the Code, if the Release Period spans two calendar years, such amount shall be paid on the first regularly scheduled payroll date in such second calendar year after the date on which the Release is irrevocable;

(e) To the extent not previously vested as of the Date of Termination, any outstanding Equity Awards held by the Participant shall be controlled by the award agreement evidencing any such Equity Award

(f) Additional benefits:

If the Participant elects COBRA continuation coverage under the Company’s group health plan following the Date of Termination, the Company shall pay monthly, during the lesser of eighteen (18) months following the Date of Termination and the Severance Period, COBRA premiums on behalf of the Participant and the Participant shall contribute at active employee rates for such continuation coverage (based on the Participant’s elections in place at the Date of Termination). This benefit shall cease when the Participant becomes eligible to be covered by another employer.

3.2 Non-Qualifying Terminations

(a) Death and Disability. If a Participant’s employment with the Company is terminated due to the Participant’s death or permanent disability (as determined under the Company’s long-term disability plan), then the Participant (or the Participant’s beneficiary or estate, as applicable) shall be entitled to payment of the Accrued Obligations in a single lump-sum within ten (10) days after the Date of Termination (or earlier, to the extent required by applicable law). Also, any unpaid bonus that would have become payable to the Participant in respect of any fiscal year that ends on or before the Date of Termination, where the Participant remained employed through the full fiscal year or performance period but incurs a Qualifying Termination prior to the payment date for such bonus (to be calculated based on the actual achievement of applicable Company performance metrics with respect to such fiscal year, and with any applicable personal performance metrics to be calculated as though Participant had achieved “target” levels of performance), payable in a single-lump sum on the date on which such bonus would have been paid to the Participant if he or she had remained employed on the payment date. In addition, to the extent not previously vested, any outstanding Equity Awards held by the Participant shall be treated on the terms applicable to a Participant’s outstanding Equity Awards.

(b) Other Terminations. If a Participant’s employment with the Company is terminated (i) by the Company for Cause, (ii) by a Participant without Good Reason, or (iii) for any reason not within the definition of a Qualifying Termination (other than the Participant’s death or disability as described in Section 3.2(a)), the Participant shall be entitled to payment of the Accrued Obligations in a single lump-sum within ten (10) days after the Date of Termination (or earlier, to the extent required by applicable law). In no event shall any such Participant otherwise be eligible to receive any payments or benefits under this Policy, except to the extent explicitly required by applicable law.

3.1 Release and Other Conditions to Severance. Any payments or benefits that may be provided to a Participant under Section 3.1 of this Policy (other than payment of the Accrued Obligations) shall be conditioned upon the following events:

(a) The Participant’s execution, delivery and non-revocation of an effective release of claims against the Company Group (the “Release”), containing the provisions attached hereto as Exhibit B and such other terms as may be mutually agreed by the parties to the Release, which Release shall be delivered to the Participant within ten (10) days following the Date of Termination and which must be executed (and not revoked) by the Participant within sixty (60) days following the Date of Termination (the “Release Period”); and

(b) At the Company's request, the Participant's return of all property belonging to the Company Group (including, but not limited to, any Company Group-provided laptops, computers, cell phones, wireless electronic mail devices or other equipment, or documents and property belonging to the Company Group).

Article IV Termination Procedure

4.1 Notice Period. The Company must provide a Participant with sixty (60) days advance written notice of its intention to terminate the Participant's employment for any reason other than for Cause, death or permanent disability (as determined under the Company's long term disability plan). A Participant must provide the Company with sixty (60) days advance written notice of an intention to terminate employment with or without Good Reason. The Company may, in its sole discretion (but subject to applicable law, including Section 409A) take the following steps under the following circumstances: (a) in the event of any termination of employment by the Company other than for Cause, death or permanent disability (as determined under the Company's long term disability plan), the Company may, in lieu of any notice the Company is required to provide to the Participant hereunder, immediately terminate the employment of the Participant and unilaterally pay the compensation that the Participant would have been paid or would have earned during such notice period (including the portion of the pro rata annual bonus described in Section 3.1(d) attributable to the notice period); or (b) in the event of any termination of employment (whether initiated by the Company or by the Participant), the Company may unilaterally treat all or any portion of the notice period as a period of "garden leave" and require the Participant to not report to any work location and to refrain from performing any or all of Participant's responsibilities during the notice period. In the event of a termination for Cause, death or permanent disability (as determined under the Company's long term disability plan), no notice shall be required, and therefore no pay in lieu is required.

4.2 Notice of Termination. Any purported termination of a Participant's employment by the Company with or without Cause, or by a Participant for Good Reason, shall be communicated by a written notice, given in accordance with Article VII, which shall (a) indicate the termination provision in this Policy relied upon and (b) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of a Participant's employment under the provision so indicated. The failure by the Participant or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Participant or the Company, respectively, under this Policy or preclude the Participant or the Company from asserting such fact or circumstance in enforcing the Participant's or the Company's rights under this Policy.

Article V No Mitigation or Offset

The Company agrees that, in order for a Participant to be eligible to receive the payments and other benefits described herein, the Participant is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Participant by the Company pursuant to Section 3.1. Further, the amount of any payment or benefit provided for in this Policy shall not be reduced by any compensation earned by the Participant following the Date of Termination as the result of employment by another employer or otherwise, by retirement benefits, by offset against any amount claimed to be owed by the Participant to the Company, or otherwise.

Article VI Successors

6.1 The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume this Policy and all obligations of the Company hereunder in the same manner and to the same extent that the Company would be so obligated if no such succession had taken place.

6.2 Except as otherwise provided herein or by law, no right or interest of any Participant under this Policy shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Policy shall be liable for, or subject to, any obligation or liability of such Participant. When a payment is due under this Policy to a Participant who is unable to care for his or her affairs, payment may be made directly to the Participant's legal guardian or personal representative. Notwithstanding the foregoing, if a Participant dies while any amount would still be payable to the Participant hereunder (other than amounts which, by their terms, terminate upon the death of the Participant) if the Participant had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Policy to the executors, personal representatives or administrators of the Participant's estate.

Article VII Notices

For the purpose of this Policy, notices and all other communications provided for in this Policy shall be given in writing and delivered by hand or sent by overnight courier, certified or registered mail, return receipt requested, postage prepaid, and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to the Participant, five (5) days after deposit in the United States mail, postage prepaid, addressed to the Participant at the last address the Participant provided to the Company and, if to the Company, to the address set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Company:

16100 S. Lathrop Avenue
Attention: General Counsel
Harvey, Illinois 60426

Article VIII Disputes

8.1 Exclusive Jurisdiction; Waiver of Jury Trial. Notwithstanding anything herein to the contrary, the Company shall have the right to enforce the provisions of Section 3.3 through an action, suit or proceeding brought in any federal court located in the State of Illinois or any Illinois state court, and each Participant consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any right to a jury trial and any objection that such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

8.2 Expenses. In the event that the Company or any Participant initiates legal proceedings to enforce any provision of this Policy or resolve any dispute hereunder, and the Participant is the prevailing party on at least one material claim, then the Company shall be responsible for payment of the Participant's costs incurred in connection therewith, including reasonable attorneys' fees.

Article IX Section 409A

9.1 To the extent applicable, this Policy shall be interpreted and applied consistent and in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder. Notwithstanding any provision of this Policy to the contrary, to the extent that the Committee determines that any payments or benefits under this Policy may not be either compliant with or exempt from Section 409A of the Code and related Department of Treasury guidance, the Committee may in its sole discretion adopt such amendments to this Policy or take such other actions that the Committee determines are necessary or appropriate to (i) exempt the compensation and benefits payable under this Policy from Section 409A of the Code and/or preserve the intended tax treatment of such compensation and benefits, or (ii) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance; provided, that this Section 9.1 shall not create any obligation on the part of the Committee to adopt any such amendment or take any other action.

9.2 Notwithstanding anything to the contrary in this Policy, no amounts shall be paid to any Participant under this Policy during the six (6) month period following such Participant's Separation from Service to the extent that paying such amounts at the time or times indicated in this Policy would result in a prohibited distribution under Section 409A(a)(2)(b)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six (6) month period (or such earlier date upon which such amount can be paid under Section 409A of the Code without resulting in a prohibited distribution, including as a result of the Participant's death), the Participant shall receive payment of a lump-sum amount equal to the cumulative amount that would have otherwise been payable to the Participant during such six (6) month period without interest thereon.

9.3 Notwithstanding anything to the contrary herein, to the extent required by Section 409A of the Code, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Policy providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a Separation from Service with the Company, and, for purposes of any such provision of this Policy, references to a "resignation," "termination," "termination of employment" or like terms shall mean Separation from Service.

9.4 For purposes of Section 409A of the Code, each installment payment or other payment in series of payments made under this Policy shall be designated as a "separate payment" within the meaning of Section 409A of the Code.

9.5 Notwithstanding anything to the contrary herein, except to the extent any expense, reimbursement or in-kind benefit provided pursuant to this Policy does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code, (a) the amount of expenses eligible for reimbursement or in-kind benefits provided to the Participant during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to the Participant in any other calendar year; (b) the reimbursements for expenses for which the Participant is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; and (c) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

9.6 Code Section 280G Best Net Benefit Provision

Notwithstanding anything to the contrary contained in this Policy or any other agreement between Participant and the Company or any of its Subsidiaries, if any payment or benefit Participant would receive from the Company or any of its Subsidiaries, whether pursuant to this Policy or otherwise, would constitute a "parachute payment" (a "Parachute Payment") under Section 280G of the Code ("Section 280G"), then if reducing the amount of such payment or benefit, in whole or in part, would result, after taking into account all applicable federal, state and local employment taxes, income taxes and any excise tax that are, and that would otherwise have been, payable, in Participant's receipt of a greater net after-tax amount than Participant would otherwise have received on a net-after basis had the payment or benefit been made in full, then such payment or benefit shall be reduced to the amount (the "Reduced Amount") that results in Participant receiving the greatest net-after tax amount from such payment or benefit, notwithstanding that all or some portion of the payment or benefit may be subject to the excise tax. If any payment or benefit is to be reduced to the Reduced Amount, any reduction therein shall occur in the following order: (A) accelerated vesting of underwater stock awards shall be cancelled/reduced first and in the reverse order of the date of grant for such stock awards; (B) cash payments not subject to the calculation provided in Treas. Reg. 1.280G-1 Q/A 24(c) shall be reduced next and in reverse chronological order such that the cash payment owed on the latest date following the occurrence of the event triggering such excise tax will be the first cash payment to be reduced; (C) accelerated vesting of remaining stock awards not subject to the calculation provided in Treas. Reg. 1.280G-1 Q/A 24(c) shall be cancelled/reduced next and in the reverse order of the date of grant for such stock awards; (D) cash payments subject to the calculation provided in Treas. Reg. 1.280G-1 Q/A 24(c) shall be reduced next and in reverse chronological order such that the cash payment owed on the latest date following the occurrence of the event triggering such excise tax will be the first cash payment to be reduced; (E) accelerated vesting of remaining stock awards subject to the calculation provided in Treas. Reg. 1.280G-1 Q/A 24(c) shall be cancelled/reduced next and in the reverse order of the date of grant for such stock awards; and (F) employee benefits shall be reduced last and in reverse chronological order. Notwithstanding the foregoing ordering rules, (1) the Company may alter such ordering rules if doing so would result in a more favorable calculation with respect to a Participant that does not materially harm the Company, and (2) such ordering rule shall not be applied to deferred compensation subject to Section 409A of the Code unless the application of the rule to such deferred compensation is in compliance with Section 409A.

The underlying economic determinations pursuant to this Section 9.6 shall be made by a nationally recognized accounting firm as shall be designated by the Company (the “Accounting Firm”). All determinations made by the Accounting Firm under this Section 9.6 shall be made at least fifteen (15) days prior to the date of the first to be made of any of the payments or benefits (the “Accounting Determination”), and the Participant shall be delivered a copy of the Accounting Determination with respect to him or her reasonably promptly after it is delivered to the Company. The Accounting Determination shall expressly set out the assumptions used in the preparation thereof (including the value attributable to any noncompetition or similar restrictions to which the Participant is subject and the cost of any non-cash benefits). All fees and expenses of the Accounting Firm shall be borne solely by the Company.

Notwithstanding any other provision of this Section 9.6, the Company shall have no liability to a Participant if the factual assumptions used in the Accounting Determination ultimately differ from the actual facts that occur, or if there is an Overpayment (as defined below) that cannot be corrected pursuant to this Section 9.6, or in the event of a successful challenge by the Federal tax authorities to all or any part of the Accounting Determination. In such event, the Company makes no representation that the foregoing reduction will not result in the incurrence by any Participant of the excise tax under Section 4999 of the Code; provided, however, that in such event the Company shall pay to the applicable Participant any amount that was previously not paid when reducing the payments and benefits to the Reduced Amount.

As a result of the uncertainty in the application of Section 4999 of the Code at the time of the Accounting Determination, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of a Participant pursuant to this Policy which should not have been so paid or distributed (“Overpayment”) or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of a Participant pursuant to this Policy could have been so paid or distributed (“Underpayment”), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Company or any Participant shall determine that an Overpayment or an Underpayment has occurred, the Company and the Participant shall cooperate reasonably and in good faith to correct such Overpayment or Underpayment.

Article X Termination and Amendment

This Policy may be amended or terminated, and any provision hereof may be modified (or waived), for one or more Participants at any time by the Board in its sole discretion, except that all changes that have a material adverse impact on Participants shall not be effective for one year after notice of the change has been given to Participants and no changes to this policy that would have a material adverse impact on Participant shall be permitted to take effect during the 24-month period following a Change in Control.

Article XI Miscellaneous

11.1 No Waiver. No waiver by the Company or any Participant, as the case may be, at any time of any breach by the other party of, or of any lack of compliance with, any condition or provision of this Policy to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. All other plans, policies and arrangements of the Company Group in which a Participant participates during the term of this Policy shall be interpreted so as to avoid the duplication of benefits paid hereunder.

11.2 No Right to Employment. Nothing contained in this Policy or any documents relating to this Policy shall (i) confer upon any Participant any right to continue as a Participant or in the employ or service of any member of the Company Group, (ii) constitute any contract or agreement of employment, or (iii) interfere in any way with any “at-will” nature (if applicable) of the Participant’s employment with the Company Group.

11.3 Tax Withholding. All amounts payable hereunder shall be subject to withholdings for applicable federal, state, local or non-U.S. taxes and other required payroll deductions.

11.4 Other Benefits. Amounts payable hereunder shall not be counted as compensation for purposes of determining benefits under other benefit plans, programs, policies and agreements, except to the extent expressly provided therein or herein. While in effect, this Policy is the only severance pay plan, program or policy of the Company applicable to Participants, and supersedes all other severance plans, programs, practices, policies, understandings and agreements, express or implied, written or oral, including any individual severance arrangement provided for in any employment agreement between any Participant and the Company or any predecessor of the Company.

11.5 Governing Law. This Policy and all rights hereunder shall be governed, construed and interpreted in accordance with the laws of the State of Delaware without regard to its principles of conflicts of laws.

11.6 Unfunded Obligation. All amounts payable under this Policy shall constitute an unfunded obligation of the Company. Payments shall be made, as due, from the general funds of the Company. This Policy shall constitute solely an unsecured promise by the Company to provide such benefits to Participants to the extent provided herein. For avoidance of doubt, any health insurance benefits to which a Participant may be entitled under this Policy shall be provided under other applicable employee benefit plans of the Company Group. This Policy does not provide the substantive benefits under such other employee benefit plans, and nothing in this Policy shall restrict the ability of any member of the Company Group to amend, modify or terminate such other employee benefit plans.

11.7 Validity. The invalidity or unenforceability of any provision of this Policy shall not affect the validity or enforceability of any other provision of this Policy, which shall remain in full force and effect.

11.8 Clawback. Nothing in this policy shall preclude application of the Company's Clawback policy to the extent any payments or benefits provided for in this policy are otherwise subject to the Company's Clawback Policy.

Exhibit A**Form of Designation Letter****ATKORE INTERNATIONAL GROUP INC.****16100 S. Lathrop Avenue, Harvey, Illinois 60426**

[INSERT DATE]

[INSERT NAME]

c/o Atkore International Group Inc.
16100 S. Lathrop Avenue
Harvey, Illinois 60426

Re: The Atkore International Group Inc. Severance and Retention Policy for Senior Management

Dear [NAME]:

This letter (the “Designation Letter”) relates to the Atkore International Group Inc. Severance and Retention Policy for Senior Management (the “Policy”). Through this Designation Letter, you are being offered the opportunity to become a participant in the Policy. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Policy.

Atkore International Group Inc. (together with its subsidiaries, the “Company”) has designated you as a Participant (as defined in the Policy) and thereby you are eligible to receive the severance and other benefits set forth in the Policy subject to the terms and conditions thereof. A copy of the Policy has been made available to you. You should read it carefully and become comfortable with its terms and conditions and those set forth below.

By accepting this Designation Letter, you acknowledge the following provisions:

- that you have received and reviewed a copy of the Policy;
- that you understand that participation in the Policy requires that you agree to the terms of the Policy and that you irrevocably and voluntarily agree to those terms;
- that you have had the opportunity to carefully evaluate this opportunity and desire to participate in the Policy according to the terms and conditions set forth therein;
- that, while in effect, the Policy is the only severance pay plan, program or policy of the Company applicable to you, and supersedes all other severance plans, programs, practices, policies, understandings and agreements, express or implied, written or oral, including any individual severance arrangement provided for in any employment agreement between you and the Company or any predecessor of the Company; and
- that the Company does not make any representations with respect to the application of Section 409A of the Code to any tax, economic or legal consequences of any payments payable to you under the Policy; and that (i) you retain full responsibility for the potential application of Section 409A of the Code to the tax and legal consequences of payments payable to you under the Policy and (ii) the Company shall not indemnify or otherwise compensate you for any violation of Section 409A of the Code that may occur in connection with the Policy.

You further acknowledge and agree that, as a condition precedent and subsequent to participation under the Policy or the receipt of any actual payments (other than payment of the Accrued Obligations) and benefits provided to you under Section 3.1 of the Policy, in order to accept any such benefits and payments, you must comply with the following conditions:

- Restrictive Covenants. The protection of confidential information and trade secrets is essential for the Company, the other members of the Company Group and their employees' future security. You agree that you will not disclose or divulge to any person, entity, firm, company or employer, or use for your own benefit or the benefit of any other person, entity, firm, company or employer directly or indirectly in competition with the Company, any confidential or proprietary information or trade secrets related to the Company, 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. In addition, for a period equal to the applicable Severance Period (determined as of the Date of Termination and for purposes of this paragraph and the next following two paragraphs only, as if such termination of employment is a Qualifying Termination whether or not it is actually a Qualifying Termination under the Policy) (the "Restricted Period"), you will not in any manner, without the prior written consent of the Company, directly or indirectly: (a) solicit, divert, take away or interfere with any of the customers, accounts, trade, business patronage, employees, agents, representatives, vendors, suppliers or contractual arrangements of the Company; or (b) either individually or in partnership, or jointly in conjunction with any other person, entity or organization, as principal, agent, consultant, lender, contractor, employer, employee, investor, shareholder, or in any other manner, directly or indirectly, advise, manage, carry on, establish, control, engage in, invest in, offer financial assistance, financial services to, or permit your name to be used by any business that competes with the then-existing Business of the Company, provided that you shall be entitled, for investment purposes, to purchase and trade shares of a public company which are listed and posted for trading on a recognized stock exchange and the business of which public company may be in competition with the Business of the Company, provided that you shall not directly or indirectly own more than five percent (5%) of the issued share capital of the public company, or participate in its management or operation, or in any advisory capacity within the time limits set out herein. For purposes of this paragraph, the "Business of the Company" shall mean any business the products, services, or activities of which include any line of business in which the Company is engaged or proposed to be engaged, developed or acquired by the Company on the date of termination of your employment with the Company (provided that the Company shall not be deemed to be engaged in a line of business if the Company provides the goods or services that constitute such line of business solely to business units, segments or subsidiaries of the Company or facilities owned or operated by the Company).
 - Non-Solicitation. You further agree that during the Restricted Period, you will not solicit for hire or rehire, or take away, or cause to be hired, or taken away, management level employee(s) of the Company.
 - Cooperation. You further agree that, during the Restricted Period and, if longer, during the pendency of any litigation or other proceeding, you (a) will not communicate with anyone (other than your attorneys and tax and/or financial advisors and except to the extent you determine in good faith is necessary in the performance of your duties hereunder) with respect to the facts or subject matter of any pending or potential litigation, or regulatory or administrative proceeding involving the Company Group, other than any litigation or other proceeding in which you are a party-in-opposition, without giving prior notice to the Company, and (b) in the event that any other party attempts to obtain information or documents from you (other than in connection with any litigation or other proceeding in which you are a party-in-opposition) with respect to matters you believe in good faith are related to such litigation or other proceeding, you will promptly so notify the Company's counsel. You agree to cooperate, in a reasonable and appropriate manner, with the Company and its attorneys, both during and after the termination of employment, in connection with any litigation or other proceeding arising out of or relating to matters in which you were involved prior to the termination of employment to the extent the Company pays all Company-approved expenses you incur in connection with such cooperation.
 - Non-disparagement. You further agree that, except as may be required by applicable law, you shall not make any statement, written or verbal, in any forum or media, or take any other action in disparagement of the Company or its subsidiaries or affiliates or their respective past or present products, services, officers, directors, employees or agents. Nothing in this paragraph shall preclude you from providing truthful testimony or other evidence or documents in connection with (i) any action to enforce your rights hereunder or under any other agreement between you and the Company or (ii) in response to any judicial or administrative subpoena, or from otherwise participating in any investigation or inquiry being conducted by a judicial or administrative body having competent jurisdiction.
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Notwithstanding the foregoing, this Designation Letter does not (a) prohibit you from providing truthful testimony or accurate information in connection with any investigation being conducted into the business or operations of the Company and its affiliates by any government agency or other regulator that is responsible for enforcing a law on behalf of the government or otherwise providing information to the appropriate government regulatory agency or body regarding conduct or action undertaken or omitted to be taken by the Company or its affiliates that you reasonably believe is illegal or in material non-compliance with any financial disclosure or other regulatory requirement applicable to the Company or any affiliate or (b) require you to obtain the approval of, or give notice to, the Company or any of its employees or representatives to take any action permitted under clause (a).

It is the intention of the parties to restrict your activities in a manner which reasonably protects the legitimate business interests of the Company. In the event the restrictive conditions expressed herein are deemed overly broad or unenforceable by a court of competent jurisdiction, it is the intent of the parties that the terms of this Designation Letter be enforced to the fullest extent allowed under applicable law, and be reformulated by such court to the extent necessary to so enforce it.

You hereby agree that (i) your acceptance of this Designation Letter will result in your participation in the Policy subject to the terms and conditions thereof and (ii) this Designation Letter may not be amended, modified or terminated except pursuant to Article X of the Policy.

This Designation Letter is subject in all respects to the terms and provisions of the Policy, as amended from time to time. In the event of any conflict between the terms of this Designation Letter and the terms of the Policy, the terms of the Policy shall govern.

Your participation in the Policy will be conditioned and effective upon your acceptance of this Designation Letter.

Sincerely,

ATKORE INTERNATIONAL GROUP INC.

By:

Name:

Title:

Accepted and agreed:

[NAME]

Dated: _____

Exhibit B**Release Provisions**

Release and Waiver of Claims. In consideration of the payments and benefits to which you are entitled as a Participant (as defined in the Policy) in the Atkore International Group Inc. Severance and Retention Policy for Senior Management (the “Policy”), you hereby waive and release and forever discharge Atkore International Group Inc. and its subsidiaries (together, the “Company”), its parent entities, subsidiaries, divisions, limited partnerships, affiliated corporations, successors and assigns and their respective past and present directors, managers, officers, stockholders, partners, agents, employees, insurers, attorneys, and servants each in his, her or its capacity as such, and each of them, separately and collectively (collectively, “Releasees”), from any and all existing claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, whether or not mature or ripe, that you ever had and now have against any Releasee including, but not limited to, claims and causes of action arising out of or in any way related to your employment with or separation from the Company, to any services performed for the Company, to any status, term or condition in such employment, or to any physical or mental harm or distress from such employment or non-employment or claim to any hire, rehire or future employment of any kind by the Company, all to the extent allowed by applicable law. This release of claims includes, but is not limited to, claims based on express or implied contract, compensation plans, covenants of good faith and fair dealing, wrongful discharge, claims for discrimination, harassment and retaliation, violation of public policy, tort or common law, whistleblower or retaliation claims; and claims for additional compensation or damages or attorneys’ fees or claims under federal, state, and local laws, regulations and ordinances, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Worker Adjustment and Retraining Notification Act (“WARN”), or equivalent state WARN act, the Employee Retirement Income Security Act (“ERISA”), and the Sarbanes-Oxley Act of 2002. You understand that this release of claims includes a release of all known and unknown claims through the date on which this release of claims becomes irrevocable (the “Effective Date”).

Limitation of Release: Notwithstanding the foregoing, this release of claims will not prohibit you from filing a charge of discrimination with the National Labor Relations Board, the Equal Employment Opportunity Commission (“EEOC”) or an equivalent state civil rights agency, but you agree and understand that you are waiving your right to monetary compensation thereby if any such agency elects to pursue a claim on your behalf. Further, nothing in this release of claims shall be construed to waive any right that is not subject to waiver by private agreement under federal, state or local employment or other laws, such as claims for workers’ compensation or unemployment benefits, whistleblower or retaliation claims enforced by the Securities and Exchange Commission, or any claims that may arise after the Effective Date. In addition, nothing in this release of claims will be construed to affect any of the following claims, all rights in respect of which are reserved:

- (a) Any payment or benefit set forth in the Policy;
- (b) Reimbursement of unreimbursed business expenses properly incurred prior to the termination date in accordance with the policy of the Company;
- (c) Claims under the Equity Plans (as defined in the Policy) in respect of vested Company equity held by you;
- (d) Vested benefits under the general Company employee benefit plans (other than severance pay or termination benefits, all rights to which are hereby waived and released);
- (e) Any claim for unemployment compensation or workers’ compensation administered by a state government to which you are presently or may become entitled;
- (f) Any claim that the Company has breached this release of claims or the Policy; and
- (g) Indemnification as a current or former director or officer of the Company or any of its subsidiaries (including as a fiduciary of any employee benefit plan), or inclusion as a beneficiary of any insurance policy related to your service in such capacity.

Return of Company Property. Not later than the Effective Date, you agree to return, or hereby represent that you have returned as of such date (if you have not signed this Agreement by such date), to the Company all Company property, equipment and materials, including, but not limited to, any company vehicle, any laptop computer and peripherals; any cell phone or other portable computing device; any telephone calling cards; keys; Company identification card; any credit or fuel cards; and all tangible written or graphic materials (and all copies) relating in any way to the Company or its business, including, without limitations, documents, manuals, customer lists and reports, as well as all data contained on computer files, “thumb” drives, “cloud” services, or other data storage device, or home or personal computers and/or e-mail or internet accounts.

SCHEDULE 2.1

Severance Multiple for Qualified Terminations*

Participant	If the termination occurs prior to a Change in Control:	If the termination occurs within 24 months following a Change in Control:
CEO	2.0	2.5
Section 16 Officers	1.0	1.5
Other CEO Direct Reports	0.75	1.5

* Status is determined as of the Date of Termination or, if the Date of Termination occurs on or following the date of a Change in Control, as of immediately prior to the date on which the Change in Control occurs.

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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 8, 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 8, 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 June 30, 2017 , fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Atkore International Group Inc.

Dated: August 8, 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 June 30, 2017 , fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Atkore International Group Inc.

Dated: August 8, 2017

/s/ James A. Mallak

James A. Mallak

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