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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) April 15, 2016

Jarden Corporation
(Exact name of registrant as specified in its charter)

Delaware	**001-13665**	**35-1828377**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

6655 Peachtree Dunwoody Road, Atlanta, Georgia	**30328**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code (770) 418-7000

1800 North Military Trail,
Boca Raton, Florida, 33431

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Introduction

On April 15, 2016, Jarden Corporation, a Delaware corporation ("Jarden"), became a direct wholly-owned subsidiary of Newell Brands Inc. (formerly Newell Rubbermaid Inc., a Delaware corporation, and referred to herein as "Newell"), pursuant to the terms of the Agreement and Plan of Merger, dated as of December 13, 2015 (the "Merger Agreement"), by and among Newell, Jarden, NCPF Acquisition Corp. I, a Delaware corporation and wholly-owned subsidiary of Newell ("Merger Sub 1"), and NCPF Acquisition Corp. II, a Delaware corporation and wholly-owned subsidiary of Newell ("Surviving Corporation"). Pursuant to the Merger Agreement, (i) Merger Sub 1 merged with and into Jarden, with Jarden surviving as a wholly-owned subsidiary of Newell (the "first merger"), and immediately thereafter, (ii) Jarden merged with and into Surviving Corporation, which continued as the surviving corporation in the subsequent merger and a wholly-owned subsidiary of Newell (the "subsequent merger" and together with the first merger, the "mergers"). Surviving Corporation has been renamed "Jarden Corporation".

Pursuant to the terms and subject to the conditions set forth in the Merger Agreement, at the effective time of the first merger (the "First Merger Effective Time"), each holder of shares of common stock, par value $0.01 per share, of Jarden (the "Jarden Common Stock") issued and outstanding immediately prior to the First Merger Effective Time were entitled to receive per share consideration (the "Merger Consideration") consisting of (i) $21.00 in cash, without interest and (ii) 0.862 of a validly-issued, fully paid and nonassessable share of common stock, par value $1.00 per share, of Newell ("Newell Common Stock"). At the First Merger Effective Time, each option to purchase shares of Jarden Common Stock that was outstanding immediately prior to the First Merger Effective Time automatically vested (to the extent unvested), and, in exchange for cancellation of the option, entitled the holder thereof to receive the per share Merger Consideration for each Net Option Share (as defined in the Merger Agreement) of Jarden Common Stock underlying such option. At the First Merger Effective Time, each restricted stock award representing a right to receive shares of Jarden Common Stock that was outstanding immediately prior to the First Merger Effective Time (other than a limited number of restricted stock awards that were cancelled in exchange for similar awards in respect of Newell Common Stock based on the terms of such restricted stock awards), automatically vested (to the extent unvested), and thereafter were cancelled and converted into the right to receive the per share Merger Consideration for each share of Jarden Common Stock underlying such restricted stock award. No fractional shares of Newell Common Stock were issued in the first merger, and Jarden stockholders received cash in lieu of any fractional shares. Based on the closing price of the Newell Common Stock on April 14, 2016, Jarden stockholders received consideration valued at approximately $13.1 billion.

In connection with the mergers, Martin E. Franklin, Founder and former Executive Chairman of Jarden, Ian G. H. Ashken, Co-Founder and former Vice Chairman and President of Jarden and Ros L'Esperance, former director of Jarden, have agreed to join the board of directors of Newell, effective April 22, 2016.

The description of the mergers and the Merger Agreement contained in this Introduction does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which is incorporated herein by reference to Exhibit 2.1 of Jarden's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the "SEC") on December 14, 2015.

A press release announcing the closing of the mergers is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Item 1.01 Entry into a Material Definitive Agreement.

On April 15, 2016, Jarden entered into supplemental indentures to the indentures governing its 5% Senior Notes due 2023 (the "2023 Notes") and 3 3/4% Senior Notes due 2021 (the "2021 Notes" and, together with the 2023 Notes, the "Exchange Notes") following, as applicable, the receipt of consents from the requisite holders of each series of Exchange Notes. The supplemental indentures to the indentures governing the Exchange Notes eliminated substantially all of the restrictive covenants, eliminated the cross-default under Jarden's indebtedness as an event of default, released the guarantees of any guarantors on the Exchange Notes as a result of the repayment of the Credit Facility (as defined below) and evidenced the assumption of the obligations of the Exchange Notes and the indentures governing the Exchange Notes by the Surviving Corporation.

In addition, on April 15, 2016, Jarden entered into a supplemental indenture to the indentures governing its 1 7/8% Senior Subordinated Convertible Notes due 2018 (the "2018 Notes"), 1 1/2% Senior Subordinated Convertible Notes due 2019 (the "2019 Notes") and 1 1/8% Senior Subordinated Convertible Notes due 2034 (the "2034 Notes" and, together with the 2018 Notes and the 2019 Notes, the "Convertible Notes"). The supplemental indenture to the indentures governing the Convertible Notes released the guarantees of any guarantors on the Convertible Notes as a result of the payoff of the Credit Facility and evidenced the assumption of the obligations of the Convertible Notes and the indentures governing the Convertible Notes by the Surviving Corporation.

The foregoing summary description of the supplemental indentures does not purport to be complete and is qualified in its entirety by the complete text of the respective supplemental indentures which are attached to this Current Report on Form 8-K as Exhibits 4.1, 4.2, 4.3, 4.4 and 4.5, and are incorporated herein by reference as though fully set forth herein.

The information set forth under Items 5.01 and 5.02 with respect to the Separation Agreements (as defined below) and the Restricted Stock Agreements (as defined below) is incorporated into this Item 1.01 by reference.

Item 1.02 Termination of a Material Definitive Agreement.

In connection with the mergers, at the First Merger Effective Time, Jarden terminated its Amended and Restated Credit Agreement dated as of December 19, 2014, as amended, among Jarden, as the US borrower, Jarden Lux Holdings S.à r.l. and Jarden Lux Finco S.à r.l., collectively as the Luxembourg Borrower, the several lenders and letter of credit issuers from time to time party thereto, and Barclays Bank PLC, as administrative agent and collateral agent (the "Credit Facility"). In connection with the termination of the Credit Facility, Jarden, Jarden Lux Holdings S.à r.l. and Jarden Lux Finco S.à r.l. repaid obligations under the Credit Facility in the aggregate amount of approximately $3.06 billion and all obligations (other than obligations

that, by their express terms, survive termination of the Credit Facility) of Jarden, Jarden Lux Holdings S.à r.l. and Jarden Lux Finco S.à r.l were satisfied and paid in full, all guarantees were released and terminated, all security interests granted under the Credit Facility were released, terminated and of no further force and effect, and all other loan documents entered into in connection with the Credit Agreement were terminated and of no further force or effect (other than provisions of such documents that, by their express terms, survive termination of the Credit Facility and certain related letters of credit and swap contracts).

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth under the Introduction is incorporated into this Item 2.01 by reference.

Item 2.03 Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Upon the completion of the mergers, Jarden fully and unconditionally guaranteed Newell's (i) $1.5 billion Term Loan Credit Agreement, dated as of January 26, 2016 (the "Term Loan Facility"), among Newell, the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent, and (ii) $1.25 billion Credit Agreement, dated as of January 26, 2016, among Newell, the subsidiary borrowers party thereto, the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the "Revolving Facility").

A description of the terms and conditions of the Term Loan Facility and Revolving Facility guaranteed by Jarden are described in Newell's Current Report on Form 8-K filed with the SEC on January 27, 2016. The description of the Term Loan Facility and the Revolving Facility set forth therein does not purport to be complete and is qualified in its entirety by reference to the Term Loan Facility and the Revolving Facility, which are included in this Current Report on Form 8-K as Exhibits 10.13 and 10.14, respectively, and are incorporated herein by reference as though fully set forth herein.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

In connection with the consummation of the mergers, Jarden requested that the New York Stock Exchange (the "NYSE") suspend trading of Jarden Common Stock immediately prior to market open on April 18, 2016, remove Jarden Common Stock from listing on the NYSE, and file a notification of removal from listing on Form 25 with the SEC with respect to the delisting of Jarden Common Stock and the deregistration of Jarden Common Stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Jarden intends to file with the SEC a certification on Form 15 under the Exchange Act, requesting the deregistration of Jarden Common Stock and suspending Jarden's reporting obligations under Sections 13 and15(d) of the Exchange Act.

Item 3.03 Material Modification to Rights of Security Holders.

Upon the First Merger Effective Time, holders of Jarden Common Stock immediately prior to the First Merger Effective Time ceased to have any rights as stockholders in Jarden (other than their right to receive the Merger Consideration). The information set forth under the Introduction and Item 3.01 is incorporated into this Item 3.03 by reference.

Item 5.01 Changes in Control of Registrant.

The information set forth under the Introduction is incorporated into this Item 5.01 by reference. Upon the First Merger Effective Time, a change in control of Jarden occurred, and Jarden became a wholly owned subsidiary of Newell. Newell financed the cash portion of the merger consideration and related fees and expenses incurred by Newell in connection with the mergers and refinanced and assumed certain outstanding Jarden debt, with proceeds of approximately $9.5 billion of new debt incurred in the form of (i) $8.0 billion of newly issued Newell debt securities, (ii) the Term Loan Facility and (iii) available balance sheet cash.

The information set forth under the Introduction is incorporated into this Item 5.01 by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) and (e)

Effective as of the First Merger Effective Time, Martin E. Franklin, Ian G.H. Ashken, James E. Lillie, Michael S. Gross, Peter A. Hochfelder, William P. Lauder, Ros L'Esperance, Irwin D. Simon and Robert L. Wood (together, the "Former Directors") ceased serving as directors of Jarden.

In connection with the mergers, as of the First Merger Effective Time, Messrs. Franklin and Ashken and James E. Lillie, Chief Executive Officer, John E. Capps, Executive Vice President-Administration, General Counsel and Secretary, and Alan W. LeFevre, Chief Financial Officer, each ceased to be an executive officer of Jarden.

In addition, on April 13, 2016, Jarden entered into separation agreements with each of Mr. Capps (the "Capps Separation Agreement") and Mr. LeFevre (the "LeFevre Separation Agreement" and, together with the Capps Separation Agreement, the "Separation Agreements"). The Separation Agreements were approved by Jarden's Board of Directors upon the recommendation of Jarden's Compensation Committee. At the First Merger Effective Time, each of Messrs. Capps' and LeFevre's employment with the Company terminated and such termination was treated as a "Termination Without Cause" in connection with a "Change in Control" of Jarden under Jarden's 2013 Stock Incentive Plan (the "2013 Plan").

As a condition to receiving the separation payments and benefits described in the Separation Agreements, each of Messrs. Capps and LeFevre were required to execute a release and waiver of claims in favor of Jarden. In addition, Mr. Capps agreed to extend the duration of the non-competition covenants that were contained in his employment agreement from one year

to four years following the separation date and Mr. LeFevre agreed to enter into a non-competition covenant for four years following the separation date. The foregoing summary description of the Separation Agreements does not purport to be complete and is qualified in its entirety by reference to the Capps Separation Agreement and the LeFevre Separation Agreement, which are attached to this Current Report on Form 8-K as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference as though fully set forth herein.

In connection with the mergers, on April 13, 2016, each of Messrs. Franklin, Ashken, Lillie, Capps and LeFevre entered into restricted stock agreements, pursuant to which Jarden granted an aggregate of 743,421 shares of restricted stock (the "Franklin Restricted Shares") to Mr. Franklin (the "Franklin Agreements"), an aggregate of 334,440 shares of restricted stock (the "Ashken Restricted Shares") to Mr. Ashken (the "Ashken Agreements"), an aggregate of 334,440 shares of restricted stock (the "Lillie Restricted Shares") to Mr. Lillie (the "Lillie Agreements"), an aggregate of 70,000 shares of restricted stock (the "Capps Restricted Shares") to Mr. Capps (the "Capps Agreements"), and an aggregate of 50,000 shares of restricted stock (the "LeFevre Restricted Shares", and together with the Franklin Restricted Shares, the Ashken Restricted Shares, the Lillie Restricted Shares and the Capps Restricted Shares, the "Restricted Shares") to Mr. LeFevre (the "LeFevre Agreements", and together with the Franklin Agreements, the Ashken Agreements, the Lillie Agreements and the Capps Agreements, the "Restricted Stock Agreements"). The Restricted Shares were granted under the 2013 Plan.

The Restricted Shares subject to the Restricted Stock Agreements automatically and without any action on the part of either of Messrs. Franklin, Ashken, Lillie, Capps or LeFevre became fully vested immediately prior to the First Merger Effective Time. Each of Messrs. Franklin's, Ashken's, Lillie's, Capps' and LeFevre's rights with respect to the Restricted Shares granted pursuant to the Restricted Stock Agreements are subject to, and conditioned upon, each of their compliance with the noncompetition, confidentiality and other covenants contained in their respective agreements through the fourth anniversary of their date of termination.

The foregoing summary description of the Restricted Stock Agreements does not purport to be complete and is qualified in its entirety by reference to the Ashken Agreements, the Lillie Agreements, the Capps Agreements and the LeFevre Agreements, which are attached to this Current Report on Form 8-K as Exhibits 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12, and are incorporated herein by reference as though fully set forth herein.

Richard T. Sansone's employment agreement with Jarden was terminated in connection with the mergers, and he will be an employee of Newell as of the date hereof.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

From and after the First Merger Effective Time and before the effective time of the subsequent merger, the certificate of incorporation and bylaws of Jarden in effect immediately prior to the First Merger Effective Time were amended and restated in their entirety to read as the certificate of incorporation and bylaws of Merger Sub 1 (except for (i) the name of the corporation, which was revised to "Jarden Corporation," and (ii) the name of the incorporator, which was deleted). Jarden's amended and restated certificate of incorporation and bylaws which are filed as Exhibits 3.1 and 3.2, respectively, hereto, are incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders.

(a) and (b)

On April 15, 2016, Jarden held a Special Meeting of its Stockholders ("Special Meeting"). At the Special Meeting the following proposals were submitted to, and approved by, Jarden's stockholders. Each such proposal is described in more detail in Jarden's definitive proxy statement filed with the SEC on March 18, 2016. The final voting results for each such proposal are set forth below.

	Voted For	Voted Against	Abstained	Broker Non-Votes
Proposal 1 – To adopt the Agreement and Plan of Merger, dated as of December 13, 2015 by and among Jarden, Newell, NCPF Acquisition Corp. I and NCPF Acquisition Corp. II.	181,280,894	2,256,159	2,237,945	5,335
Proposal 2 – To approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by Jarden to its named executive officers in connection with the first merger.	60,954,249	118,653,208	6,172,877	0

Item 8.01 Other Events.

On April 15, 2016, Jarden completed the redemption of its $300 million aggregate principal amount of 6 1/8% senior notes and $650 million aggregate principal amount of 7 ½% senior subordinated notes due 2017 (collectively, the "Redeemed Notes") at an aggregate redemption price of $989.1 million, in each case, in accordance with the terms of the applicable indenture governing the Redeemed Notes.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Number	Exhibit
2.1	Agreement and Plan of Merger, dated December 13, 2015, by and among Newell Rubbermaid Inc., Jarden Corporation, NCPF Acquisition Corp. I and NCPF Acquisition Corp. II (incorporated by reference to Exhibit 2.1 of Jarden Corporation's Current Report on Form 8-K filed with the SEC on December 14, 2015)*.

3.1	Amended and Restated Certificate of Incorporation of Jarden Corporation.
3.2	Bylaws of Jarden Corporation.
4.1	First Supplemental Indenture, dated as of April 15, 2016, among Jarden Corporation, each of the guarantors party thereto and Wells Fargo Bank, National Association (related to the indentures governing the 2021 Notes).
4.2	Second Supplemental Indenture, dated as of April 15, 2016, among Jarden Corporation, each of the guarantors party thereto, the Surviving Corporation and Wells Fargo Bank, National Association (related to the indentures governing the 2021 Notes).
4.3	Second Supplemental Indenture, dated as of April 15, 2016, among Jarden Corporation, each of the guarantors party thereto and Wells Fargo Bank, National Association (related to the indentures governing 2023 Notes).
4.4	Third Supplemental Indenture, dated as of April 15, 2016, among Jarden Corporation, each of the guarantors party thereto, the Surviving Corporation and Wells Fargo Bank, National Association (related to the indentures governing 2023 Notes).
4.5	First Supplemental Indenture, dated as of April 15, 2016, among Jarden Corporation, each of the guarantors party thereto, the Surviving Corporation and Wells Fargo Bank, National Association (related to each of the indentures governing the Convertible Notes).
10.1	Separation Agreement by and between Jarden Corporation and John E. Capps.
10.2	Separation Agreement by and between Jarden Corporation and Alan W. LeFevre.
10.3	Restricted Stock Agreement, dated as of April 13, 2016, by and between Jarden Corporation and Martin E. Franklin.
10.4	Restricted Stock Agreement, dated as of April 13, 2016, by and between Jarden Corporation and Martin E. Franklin.
10.5	Restricted Stock Agreement, dated as of April 13, 2016, by and between Jarden Corporation and Ian G.H. Ashken.
10.6	Restricted Stock Agreement, dated as of April 13, 2016, by and between Jarden Corporation and Ian G.H. Ashken.
10.7	Restricted Stock Agreement, dated as of April 13, 2016, by and between Jarden Corporation and James E. Lillie.

10.8	Restricted Stock Agreement, dated as of April 13, 2016, by and between Jarden Corporation and James E. Lillie.
10.9	Restricted Stock Agreement, dated as of April 13, 2016, by and between Jarden Corporation and John E. Capps.
10.10	Restricted Stock Agreement, dated as of April 13, 2016, by and between Jarden Corporation and John E. Capps.
10.11	Restricted Stock Agreement, dated as of April 13, 2016, by and between Jarden Corporation and Alan W. LeFevre.
10.12	Restricted Stock Agreement, dated as of April 13, 2016, by and between Jarden Corporation and Alan W. LeFevre.
10.13	Credit Agreement dated as of January 26, 2016 among Newell Rubbermaid Inc., the subsidiary borrowers party thereto, the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 of Newell Rubbermaid, Inc.'s Current Report on Form 8-K filed with the SEC on January 27, 2016).
10.14	Term Loan Credit Agreement dated as of January 26, 2016 among Newell Rubbermaid Inc., the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.2 of Newell Rubbermaid, Inc.'s Current Report on Form 8-K filed with the SEC on January 27, 2016).
99.1	Press Release, dated April 15, 2016.

***** Certain exhibits and schedules have been omitted, and Jarden agrees to furnish supplementally to the Commission a copy of any omitted exhibits or schedules upon request.

SIGNATURE

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

Dated: April 15, 2016

JARDEN CORPORATION

By: /s/ Bradford R. Turner
Name: Bradford R. Turner
Title: Chief Legal Officer and Corporate Secretary

Exhibit Index

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4.2	Second Supplemental Indenture, dated as of April 15, 2016, among Jarden Corporation, each of the guarantors party thereto, the Surviving Corporation and Wells Fargo Bank, National Association (related to the indentures governing the 2021 Notes).
4.3	Second Supplemental Indenture, dated as of April 15, 2016, among Jarden Corporation, each of the guarantors party thereto and Wells Fargo Bank, National Association (related to the indentures governing 2023 Notes).
4.4	Third Supplemental Indenture, dated as of April 15, 2016, among Jarden Corporation, each of the guarantors party thereto, the Surviving Corporation and Wells Fargo Bank, National Association (related to the indentures governing 2023 Notes).
4.5	First Supplemental Indenture, dated as of April 15, 2016, among Jarden Corporation, each of the guarantors party thereto, the Surviving Corporation and Wells Fargo Bank, National Association (related to each of the indentures governing the Convertible Notes).
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99.1	Press Release, dated April 15, 2016.

***** Certain exhibits and schedules have been omitted, and Jarden agrees to furnish supplementally to the Commission a copy of any omitted exhibits or schedules upon request.

Amended and Restated Certificate of Incorporation
of Jarden Corporation

FIRST: The name of the corporation is Jarden Corporation (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is one thousand (1,000) shares of Common Stock, with a par value of $0.01 per share.

FIFTH: Elections of directors need not be by written ballot except and to the extent provided in the bylaws of the Corporation.

SIXTH: To the fullest extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws presently or hereafter in effect, no director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any repeal or modification of this Article Sixth shall not adversely affect any right or protection of a director of the Corporation existing immediately prior to such repeal or modification in respect of any act or omission occurring prior to such repeal or modification.

SEVENTH: (A) The Corporation shall indemnify each person who is or was a director or officer of the Corporation, or of any other corporation, partnership, joint venture, trust or other enterprise which such person is serving or served in any capacity at the request of the Corporation, against any and all liability and reasonable expense that may be incurred by such person in connection with or resulting from any claim, actions, suit or proceeding (whether actual or threatened, brought by or in the right of the Corporation of such other corporation, partnership, joint venture, trust or other enterprise, or otherwise, civil, criminal, administrative, investigative, or in connection with an appeal relating thereto), in which such person may become involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or of such other corporation, partnership, joint venture, trust or other enterprise or by reason of any past or future action taken or not taken in such person's capacity as director or officer, whether or not such person continues to be such at the time such liability or expense is incurred, provided that a determination is made by the Corporation in accordance with the laws of the State or Delaware that such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation or at least not opposed to the best interests of such other corporation, partnership, joint venture, trust or other enterprise, as the case may be, and, in addition, in any criminal action or proceedings, had reasonable cause to believe his conduct was lawful or no reasonable cause to believe that such person's conduct was unlawful. The termination of a proceeding by judgment,

order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that such person did not meet the standard of conduct described in the previous sentence. Notwithstanding the foregoing, there shall be no indemnification (i) as to amounts paid or payable to the Corporation or such other corporation, partnership, joint venture, trust or other enterprise, as the case may be, for or based upon the director or officer having gained in fact any personal profit or advantage to which such director or officer was not legally entitled, (ii) as to amounts paid or payable to the Corporation for an accounting of profits in fact made from the purchase or sale of securities of the Corporation within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any state statutory law, or (iii) with respect to matters as to which indemnification would be in contravention of the laws of the State of Delaware or of the United States of America whether as a matter of public policy or pursuant to statutory provisions.

(B) Any such director or officer who has been wholly successful, on the merits or otherwise, with respect to any claim, action, suit or proceeding of the character described herein shall be entitled to indemnification as of right, except to the extent such director or officer has otherwise been indemnified. Except as provided in the preceding sentence, any indemnification hereunder shall be granted by the Corporation, but only if (i) the Board of Directors of the Corporation, acting by a quorum consisting of directors who are not parties to or who have been wholly successful with respect to such claim, action, suit or proceeding, shall find that such director or officer has met the applicable standards of conduct set forth in paragraph (A) of this Article Seventh, (ii) outside legal counsel engaged by the Corporation (who may be regular counsel of the Corporation) shall deliver to the Corporation its written opinion that such director or officer has met such applicable standards of conduct, or (iii) a court of competent jurisdiction has determined that such director or officer has met such standards, in an action brought either by the Corporation, or by the director or officer seeking indemnification, applying de novo such applicable standards of conduct. The termination of any claim, action, suit or proceeding, civil or criminal, by judgment, settlement (whether with or without court approval) or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a director or officer did not meet the applicable standards of conduct set forth in paragraph (A) of this Article Seventh.

(C) As used in this Article Seventh, the term “liability” shall mean amounts paid in settlement or in satisfaction of judgments of fines or penalties, and the term “expense” shall include, but not be limited to, attorneys’ fees and disbursements, incurred in connection with the claim, action, suit or proceeding. The Corporation may advance expenses to, or where appropriate may at its option and expense undertake the defense of, any such director or officer upon receipt of an undertaking by or on behalf of such person to repay such expenses if it should ultimately be determined that the person is not entitled to indemnification under this Article Seventh.

(D) The provisions of this Article Seventh shall be applicable to claims, actions, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof. If several claims, issues or matters of action are involved, any such director or officer may be entitled to indemnification as to some matters even though he is not so entitled as to others. The rights of indemnification provided hereunder shall be in addition to any rights to which any director or officer concerned

may otherwise be entitled by contract or as a matter of law, and shall inure to the benefit of the heirs, executors and administrators of any such director or officer. Any repeal or modification of the provisions of this Article Seventh by the stockholders of the Corporation shall not adversely affect any rights to indemnification and advancement of expenses existing pursuant to this Article Seventh with respect to any acts or omissions occurring prior to such repeal or modification.

EIGHTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed herein or by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to this reservation.

NINTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the bylaws of the Corporation.

BYLAWS
OF
JARDEN CORPORATION

ARTICLE I

Meetings of Stockholders

Section 1.1. Annual Meetings. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held each year at such date and time, within or without the State of Delaware, as the Board of Directors shall determine.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by order of the Board of Directors or by stockholders holding together at least a majority of all the shares of the corporation entitled to vote at the meeting, and shall be held at such date and time, within or outside the State of Delaware, as may be specified by such order. Whenever the directors shall fail to fix such place, the meeting shall be held at the principal executive office of the corporation.

Section 1.3. Notice of Meetings. Written notice of all meetings of the stockholders, stating the place (if any), date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and the place within the city or other municipality or community at which the list of stockholders may be examined, shall be mailed or delivered to each stockholder not less than ten (10) nor more than sixty (60) days prior to the meeting. Notice of any special meeting shall state in general terms the purpose or purposes for which the meeting is to be held.

Section 1.4. Stockholder Lists. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this section or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.5. Quorum. Except as otherwise provided by law or the corporation's certificate of incorporation, a quorum for the transaction of business at any meeting of stockholders shall consist of the holders of record of a majority of the issued and outstanding shares of the capital stock of the corporation entitled to vote at the meeting, present in person or

by proxy. If there be no such quorum, the holders of a majority of such shares so present or represented may adjourn the meeting from time to time, without further notice, until a quorum shall have been obtained. When a quorum is once present it is not broken by the subsequent withdrawal of any stockholder.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman, if any, or if none or in the Chairman's absence the Vice-Chairman, if any, or if none or in the Vice-Chairman's absence the President, if any, or if none or in the President's absence a Vice-President, or, if none of the foregoing is present, by a chairman to be chosen by the stockholders entitled to vote who are present in person or by proxy at the meeting. The Secretary of the corporation, or in the Secretary's absence an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the presiding officer of the meeting shall appoint any person present to act as secretary of the meeting.

Section 1.7. Voting; Proxies; Required Vote. At each meeting of stockholders, every stockholder shall be entitled to vote in person or by proxy appointed by instrument in writing, subscribed by such stockholder or by such stockholder's duly authorized attorney-in-fact (but no such proxy shall be voted or acted upon after one (1) year from its date, unless the proxy provides for a longer period), and shall have one vote for each share of stock entitled to vote registered in the name of such stockholder on the books of the corporation on the applicable record date fixed pursuant to these bylaws. At all elections of directors the voting may but need not be by ballot and a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors shall elect. Except as otherwise required by law or the certificate of incorporation, any other action shall be authorized by the vote of the majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter.

Section 1.8. Record Date for Stockholder Notice and Voting. For purposes of determining the stockholders entitled to notice of any meeting or to vote, or entitled to receive payment of any dividend or other distribution, or entitled to exercise any right in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any such meeting nor more than sixty (60) days before any other action. If the Board of Directors does not so fix a record date, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

Section 1.9. Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may, except as otherwise required by law or the certificate of incorporation, be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of record of the issued and outstanding capital stock of the corporation having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and the writing or writings are filed with the permanent records of the corporation. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 1.10. Inspectors. The Board of Directors, in advance of any meeting, may, but need not, appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If an inspector or inspectors are not so appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors. In case any person who may be appointed as an inspector fails to appear or act, the vacancy may be filled by appointment made by the directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, if any, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspector or inspectors, if any, shall make a report in writing of any challenge, question or matter determined by such inspector or inspectors and execute a certificate of any fact found by such inspector or inspectors.

ARTICLE II

Board of Directors

Section 2.1. General Powers. The business of the corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things which are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders, or prohibited to the Board of Directors.

Section 2.2. Qualification; Number; Term; Remuneration. Each director shall be at least 18 years of age. A director need not be a stockholder or a resident of the State of Delaware. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolutions of the Board of Directors.

(a) Directors who are elected at an annual meeting of stockholders, and directors who are elected in the interim to fill vacancies and newly created directorships, shall hold office until the next annual meeting of stockholders and until their successors are elected and qualified or until their earlier resignation or removal.

(b) Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 2.3. Quorum and Manner of Voting. Except as otherwise provided by law, a majority of the entire Board of Directors shall constitute a quorum. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting from time to time to another time and place without notice. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.4. Place of Meetings. Meetings of the Board of Directors may be held at any place within or outside the State of Delaware, as may from time to time be fixed by resolution of the Board of Directors, or as may be specified in the notice of meeting.

Section 2.5. Annual Meeting. Following the annual meeting of stockholders, the newly elected Board of Directors shall meet for the purpose of the election of officers and the transaction of such other business as may properly come before the meeting. Such meeting may be held without notice immediately after the annual meeting of stockholders at the same place at which such stockholders' meeting is held.

Section 2.6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall from time to time by resolution determine. Notice need not be given of regular meetings of the Board of Directors held at times and places fixed by resolution of the Board of Directors.

Section 2.7. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, President or by a majority of the directors then in office.

Section 2.8. Notice of Meetings. A notice of the place, date and time and the purpose or purposes of each meeting of the Board of Directors shall be given to each director by mailing the same at least two (2) days before the special meeting, or by telephoning or emailing the same or by delivering the same personally not later than the day before the day of the meeting.

Section 2.9. Organization. At all meetings of the Board of Directors, the Chairman, if any, or if none or in the Chairman's absence or inability to act the President, or in the President's absence or inability to act any Vice-President who is a member of the Board of Directors, or in such Vice-President's absence or inability to act a chairman chosen by the directors, shall preside. The Secretary of the corporation shall act as secretary at all meetings of the Board of Directors when present, and, in the Secretary's absence, the presiding officer may appoint any person to act as secretary.

Section 2.10. Telephonic Meetings. Unless otherwise restricted by the certificate of incorporation of these bylaws, any member of the Board of Directors or any committee may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 2.11. Resignation. Any director may resign at any time upon written notice to the corporation and such resignation shall take effect upon receipt thereof by the President or Secretary, unless otherwise specified in the resignation. Any or all of the directors may be removed, with or without cause, by the holders of a majority of the shares of stock outstanding and entitled to vote for the election of directors.

Section 2.12. Vacancies. Unless otherwise provided in these bylaws, vacancies on the Board of Directors, whether caused by resignation, death, disqualification, removal, an increase in the authorized number of directors or otherwise, may be filled by the affirmative vote of a majority of the remaining directors, although less than a quorum, or by a sole remaining director, or at a special meeting of the stockholders, by the holders of shares entitled to vote for the election of directors.

Section 2.13. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the directors consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

ARTICLE III

Committees

Section 3.1. Appointment. From time to time the Board of Directors by a resolution adopted by a majority of the entire Board of Directors may appoint any committee or committees for any purpose or purposes, to the extent lawful, which shall have powers as shall be determined and specified by the Board of Directors in the resolution of appointment.

Section 3.2. Procedures, Quorum and Manner of Acting. Each committee shall fix its own rules of procedure, and shall meet where and as provided by such rules or by resolution of the Board of Directors. Except as otherwise provided by law, the presence of a majority of the then appointed members of a committee shall constitute a quorum for the transaction of business by that committee, and in every case where a quorum is present the affirmative vote of a majority of the members of the committee present shall be the act of the committee. Each committee shall keep minutes of its proceedings, and actions taken by a committee shall be reported to the Board of Directors.

Section 3.3. Action by Written Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if all the members of the committee consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the committee.

Section 3.4. Term; Termination. In the event any person shall cease to be a director of the corporation, such person shall simultaneously therewith cease to be a member of any committee appointed by the Board of Directors.

ARTICLE IV

Officers

Section 4.1. Election and Qualifications. The Board of Directors shall elect the officers of the corporation, which shall include a President and a Secretary, and may include, by election

or appointment, one or more Vice-Presidents (any one or more of whom may be given an additional designation of rank or function), a Treasurer and such assistant secretaries, such Assistant Treasurers and such other officers as the Board of Directors may from time to time deem proper. Each officer shall have such powers and duties as may be prescribed by these bylaws and as may be assigned by the Board of Directors or the President. Any two or more offices may be held by the same person.

Section 4.2. Term of Office and Compensation. The term of office of all officers shall be one (1) year and until their respective successors have been elected and qualified, but any officer may be removed from office, either with or without cause, at any time by the Board of Directors. Any vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors. The compensation of all officers of the corporation may be fixed by the Board of Directors or in such manner as the Board of Directors shall provide.

Section 4.3. Resignation; Removal. Any officer may resign at any time upon written notice to the corporation and such resignation shall take effect upon receipt thereof by the President or Secretary, unless otherwise specified in the resignation. Any officer shall be subject to removal, with or without cause, at any time by vote of a majority of the entire Board of Directors.

Section 4.4. Chairman of the Board. The Chairman of the Board, if there be one, shall preside at all meetings of the Board of Directors and shall have such other powers and duties as may from time to time be assigned by the Board of Directors.

Section 4.5. President and Chief Executive Officer. The President shall be the chief executive officer of the Corporation, and shall have such duties as customarily pertain to that office. The President shall have general management and supervision of the property, business and affairs of the corporation and over its other officers; may appoint and remove assistant officers and other agents and employees, other than officers referred to in Section 4.1 of this Article IV; and may execute and deliver in the name of the corporation powers of attorney, contracts, bonds and other obligations and instruments.

Section 4.6. Vice-President. A Vice-President may execute and deliver in the name of the corporation contracts and other obligations and instruments pertaining to the regular course of the duties of said office, and shall have such other authority as from time to time may be assigned by the Board of Directors or the President.

Section 4.7. Treasurer. The Treasurer shall in general have all duties incident to the position of Treasurer and such other duties as may be assigned by the Board of Directors or the President.

Section 4.8. Secretary. The Secretary shall in general have all the duties incident to the office of Secretary and such other duties as may be assigned by the Board of Directors or the President.

Section 4.9. Assistant Officers. Any assistant officer shall have such powers and duties of the officer such assistant officer assists as such officer or the Board of Directors shall from time to time prescribe.

ARTICLE V

Stock

Section 5.1. Certificates; Signatures. The shares of the corporation shall be represented by certificates, provided that the Board of Directors of the corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate, signed by or in the name of the corporation by the Chairman or Vice-Chairman of the Board of Directors, or the President or Vice-President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation, representing the number of shares registered in certificate form. Any and all signatures on any such certificate may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue. The name of the holder of record of the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the corporation.

Section 5.2. Transfers of Stock. Upon compliance with provisions restricting the transfer or registration of transfer of shares of stock, if any, shares of capital stock shall be transferable on the books of the corporation only by the holder of record thereof in person, or by duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares, properly endorsed, and the payment of all taxes due thereon.

Section 5.3. Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in place of any certificate, theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Board of Directors may require the owner of any lost, stolen or destroyed certificate, or his legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

Section 5.4. Record Date. In order that the corporation may determine the stockholders of record who are entitled to receive notice of, or to vote at, any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion, or exchange of stock of for the purpose of any lawful action, the Board of Directors may fix, in advance, a record date which shall not be more than sixty (60) nor less than ten (10) days prior to the date of such meeting, nor more than

sixty (60) days prior to the date of any other action. A determination of stockholders of record entitled to notice or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE VI

Dividends

Section 6.1. Declaration. Dividends upon the capital stock of the corporation, subject to any restrictions contained in the Delaware General Corporation Law or the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of capital stock, subject to the provisions of the certificate of incorporation.

Section 6.2. Reserve. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE VII

Indemnification

Section 7.1. Right to Indemnification. The corporation shall indemnify any director or officer of the corporation, and may indemnify any other person ("Covered Person"), who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 7.2. Prepayment of Expenses. The corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered

Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VII or otherwise.

Section 7.3. Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Article VII is not paid in full within thirty (30) days after a written claim therefore by the Covered Person has been received by the corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 7.4. Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article VII shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 7.5. Other Sources. The corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

Section 7.6. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VII shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 7.7. Insurance. Upon resolution passed by the Board of Directors the corporation may purchase and maintain insurance on behalf of any person who is or was an agent against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article VII.

Section 7.8. Other Indemnification and Prepayment of Expenses. This Article VII shall not limit the right of the corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE VIII

Miscellaneous

Section 8.1. Fiscal Year. The fiscal year of the corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the corporation shall be the calendar year.

Section 8.2. Seal. The corporate seal shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 8.3. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 8.4. Books and Records. The books and records of the corporation may be kept at such place or places within or outside the State of Delaware as the Board of Directors or the respective officers in charge thereof may from time to time determine.

Section 8.5. Execution of Corporate Contracts and Instruments. The Board of Directors, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 8.6. Notice. Whenever, under the provisions of law or the certificate of incorporation or these bylaws, notice is required to be given to any director or stockholder it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his or her address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram or telephone.

Section 8.7. Waiver. Whenever notice is required to be given by these bylaws or by the certificate of incorporation or by law, a written waiver thereof, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

ARTICLE IX

Amendments

The Board of Directors shall have power to adopt, amend or repeal these bylaws. Bylaws adopted by the Board of Directors may be repealed or changed, and new bylaws made, by the stockholders, and the stockholders may prescribe that any bylaw made by them shall not be altered, amended or repealed by the Board of Directors.

Exhibit 4.1

JARDEN CORPORATION

AND

EACH OF THE GUARANTORS PARTY HERETO

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of April 15, 2016

to

Indenture

Dated as of July 14, 2014

3 3/4% Senior Notes due 2021

THIS FIRST SUPPLEMENTAL INDENTURE (this "***Supplemental Indenture***"), dated as of April 15, 2016, among Jarden Corporation, a Delaware corporation (the "***Company***"), the Guarantors (as defined in the Indenture referred to herein) and Wells Fargo Bank, National Association, as trustee (the "***Trustee***").

W I T N E S S E T H

WHEREAS, the Company, the Guarantors, the Trustee and Société Générale Bank & Trust are parties to that certain Indenture dated as of July 14, 2014, creating the Company's 3 3/4% Senior Notes due 2021 (the "***Notes***") and as further amended and supplemented in relation to the Notes (the "***Indenture***");

WHEREAS, €300,000,000 aggregate principal amount of the Notes is currently outstanding;

WHEREAS, Section 9.02 of the Indenture provides that, with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), the Company and the Trustee may amend or supplement the Indenture, the Notes and the Note Guarantees (subject to certain exceptions);

WHEREAS, the Company desires and has requested the Trustee to join with it and the Guarantors in entering into this Supplemental Indenture for the purpose of amending the Indenture and the Notes in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the Company has been soliciting consents to this Supplemental Indenture upon the terms and subject to the conditions set forth in the Offering Memorandum and Consent Solicitation Statement (herein so called) of Newell Rubbermaid Inc. dated March 21, 2016 and the related Electronic Consent Instructions (which together, including any amendments, modifications or supplements thereto, govern the "***Consent Solicitation***" for the Notes);

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes;

WHEREAS, (1) the Company has received the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes (excluding any Notes owned by the Company or any of its Affiliates), as certified by a Certificate of the Exchange Agent for the Consent Solicitation delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture, (2) the Company has delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Officers' Certificate and an Opinion of Counsel relating to this Supplemental Indenture, each as contemplated by Sections 9.05 and 12.03 of the Indenture and (3) the Issuers and the Guarantors have satisfied all other conditions required under Article 9 of the Indenture to enable the Company, the Guarantors and the Trustee to enter into this Supplemental Indenture; and

WHEREAS, all acts and requirements have been done in order to make this Supplemental Indenture a legal, valid and binding obligation of the Company and the Guarantors.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

AMENDMENTS TO INDENTURE AND NOTES

Section 1.1 **Amendments to Articles 3, 4, 5 and 6**.

(a) Amendment of Article 3. The Indenture is hereby amended by deleting Section 3.08 in its entirety, together with any references to Section 3.08 in the Indenture, and replacing such Section with the words "Intentionally omitted."

(b) Amendment of Article 4. The Indenture is hereby amended by deleting the following Sections of Article 4 of the Indenture and all references thereto: 4.03, 4.04, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.15, 4.16, 4.17, 4.18, 4.19 and 4.20, in each case in its entirety, and replacing each such Section with the words "Intentionally omitted", it being understood that the deletion of Section 4.15 will have no effect on any concurrent change of control offer or the Company's obligation to conduct such change of control offer.

(c) Amendment of Article 5. The Indenture is hereby amended by deleting Section 5.01 in its entirety, together with any references to Section 5.01 in the Indenture, and replacing such Section with the words "Intentionally omitted."

(d) Amendment of Article 6. The Indenture is hereby amended by deleting Clause (4) of Section 6.01 in its entirety, together with any references to Clause (4) of Section 6.01 in the Indenture, and replacing such Clause with the words "Intentionally omitted."

Section 1.2 **Amendments to Notes**. The Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Supplemental Indenture.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 **Defined Terms**. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.2 **Indenture**. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.

Section 2.3 **Governing Law**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 **Successors**. All agreements of the Company and the Guarantors in this Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 2.5 **Duplicate Originals**. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Supplemental Indenture via telecopy or other form of electronic transmission.

Section 2.6 **Severability**. In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 **Trustee Disclaimer**. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company and the Guarantors, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 2.8 **Effectiveness**. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the closing of the Consent Solicitation and the related Exchange Offer (as defined in the Offering Memorandum and Consent Solicitation Statement), with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such closing shall not occur. The Company shall notify the Trustee promptly after the occurrence of such closing or promptly after the Company shall determine that such closing will not occur.

Section 2.9 **Endorsement and Change of Form of Notes**. Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes operative in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on and after that date for such purpose shall be stamped, imprinted or otherwise legended by the Company, with a notation as follows:

"Effective as of April 15, 2016, certain restrictive covenants of the Company and certain Events of Default have been eliminated or limited, as provided in the First Supplemental Indenture, dated as of April 15, 2016. Reference is hereby made to such First Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein."

Section 2.10 **Effect of Headings**. The Section headings herein are for convenience only and shall not affect the construction thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

JARDEN CORPORATION

By: /s/ John E. Capps
Name: John E. Capps
Title: Executive Vice President – Administration, General Counsel and Secretary

ALLTRISTA PLASTICS LLC
AMERICAN HOUSEHOLD, INC.
AUSTRALIAN COLEMAN, INC.
BICYCLE HOLDING, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
ENVIROCOOLER, LLC
FIRST ALERT, INC.
HEARTHMARK, LLC
HOLMES MOTOR CORPORATION
JARDEN ACQUISITION I, LLC
JARDEN ZINC PRODUCTS, LLC
JOSTENS, INC.
JT SPORTS LLC
K-2 CORPORATION
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.
LEHIGH CONSUMER PRODUCTS LLC
LIFOAM HOLDINGS, LLC
LIFOAM INDUSTRIES, LLC
LIFOAM PACKAGING SOLUTIONS, LLC
LOEW-CORNELL, LLC
MARKER VOLKL USA, INC.
MARMOT MOUNTAIN, LLC
MIKEN SPORTS, LLC
NIPPON COLEMAN, INC.
OUTDOOR SPORTS GEAR, INC.
OUTDOOR TECHNOLOGIES CORPORATION
PENN FISHING TACKLE MFG. CO.
PURE FISHING, INC.
QMC BUYER CORP.
QUICKIE HOLDINGS, INC.
QUICKIE MANUFACTURING CORPORATION
QUOIN, LLC
RAWLINGS SPORTING GOODS COMPANY, INC.
REXAIR HOLDINGS, INC.
REXAIR LLC

SEA STRIKER, LLC
SHAKESPEARE COMPANY, LLC
SHAKESPEARE CONDUCTIVE FIBERS, LLC
SI II, INC.
SITCA CORPORATION
SUNBEAM AMERICAS HOLDINGS, LLC
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
THE UNITED STATES PLAYING CARD COMPANY
THE YANKEE CANDLE COMPANY, INC.
USPC HOLDING, INC.
VISANT CORPORATION
VISANT HOLDING CORP.
VISANT SECONDARY HOLDINGS CORP.
WADDINGTON GROUP, INC.
WNA HOLDINGS, INC.
WADDINGTON NORTH AMERICA, INC.
YANKEE CANDLE INVESTMENTS LLC

each, as a Guarantor

By: /s/ John E. Capps
Name: John E. Capps
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

Exhibit 4.2

JARDEN CORPORATION,

EACH OF THE GUARANTORS PARTY HERETO,

NCPF ACQUISITION CORP. II
(as Successor Company)

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of April 15, 2016

to

Indenture

Dated as of July 14, 2014

3 3/4% Senior Notes due 2021

THIS SECOND SUPPLEMENTAL INDENTURE (this "***Supplemental Indenture***"), dated as of April 15, 2016, among Jarden Corporation, a Delaware corporation (the "***Company***"), the Guarantors (as defined in the Indenture referred to herein), NCPF Acquisition Corp. II, a Delaware corporation (the "***Successor Company***") and Wells Fargo Bank, National Association, as trustee (the "***Trustee***"). Capitalized terms used and not defined herein are used as defined in the Indenture (as defined below).

W I T N E S S E T H

WHEREAS, the Company, the Guarantors, the Trustee and Société Générale Bank & Trust are parties to that certain Indenture dated as of July 14, 2014, creating the Company's 3 3/4% Senior Notes due 2021 (the "***Notes***"), as supplemented by that First Supplemental Indenture dated April 15, 2016, and as further amended and supplemented in relation to the Notes (the "***Indenture***");

WHEREAS, €300,000,000 aggregate principal amount of the Notes is currently outstanding;

WHEREAS, Section 9.01(7) of the Indenture provides that the Company and the Trustee may modify or amend the Indenture without the consent of the Holders to remove a Guarantor which, in accordance with the terms of the Indenture, ceases to be liable in respect of its Guarantee;

WHEREAS, on the date hereof, the Company will merge with and into the Successor Company, with Successor Company continuing as the surviving corporation (the "***Merger***");

WHEREAS, upon the consummation of the Merger the Guarantors shall have been released from their respective guarantees, pledges and security granted by such Guarantors in connection with the Company's Credit Facility and are no longer guarantors under such Credit Facility;

WHEREAS, pursuant to Section 10.04(3) of the Indenture, the Company has requested the Trustee to execute this Supplemental Indenture to evidence the release of the Guarantors from their obligations under their respective Guarantees with respect to all of the Notes and the Indenture;

WHEREAS, Section 9.01(3) of the Indenture provides that the Company and the Trustee may modify or amend such Indenture without the consent of the Holders to provide for the assumption of the Company's obligations to the Holders in the event of a merger or consolidation, or sale, conveyance, transfer or lease of all or substantially all of the Company's assets;

WHEREAS, pursuant to Section 9.01 of the Indenture, the Company has requested the Trustee to execute this Supplemental Indenture to evidence the assumption by the Successor Company of all of the Company's obligations under the Notes and the Indenture and the release and discharge of the Company from its obligations under the Notes and the Indenture;

WHEREAS, (1) the Company has delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Officers' Certificate and an Opinion of Counsel relating to this Supplemental Indenture, each as contemplated by Sections 9.05 and 12.03 of the Indenture and (2) the Company and the Guarantors have satisfied all other conditions required under Article 9 of the Indenture to enable the Company, the Guarantors, the Successor Company and the Trustee to enter into this Supplemental Indenture; and

WHEREAS, all acts and requirements have been done in order to make this Supplemental Indenture a legal, valid and binding obligation of the Company, the Guarantors and the Successor Company.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

RELEASE OF GUARANTEES; ASSUMPTION BY SUCCESSOR COMPANY

Section 1.3 **Release of Guarantees.** The Trustee, pursuant to Section 10.04 of the Indenture, hereby acknowledges, as evidenced by this Supplemental Indenture, that each of the Guarantors has been released from its obligations under its respective Guarantee with respect to all of the Notes and the Indenture.

Section 1.4 **Assumption by Successor Company.** The Successor Company hereby assumes, by this Supplemental Indenture, all of the Company's obligations under the Notes and the Indenture. Pursuant to Section 9.01(3) of the Indenture, the Successor Company succeeds to, and is substituted for, and may exercise every right and power of, the Company, and the Company is hereby released and discharged from its obligations under the Notes and the Indenture.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 **Defined Terms**. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.2 **Indenture**. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.

Section 2.3 **Governing Law**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 **Successors**. All agreements of the Company and Successor Company in this Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 2.5 **Duplicate Originals**. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Supplemental Indenture via telecopy or other form of electronic transmission.

Section 2.6 **Severability**. In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 **Trustee Disclaimer**. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, the Guarantors and the Successor Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 2.8 **Effectiveness**. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the closing of the Merger, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such closing shall not occur. The Company shall notify the Trustee promptly after the occurrence of such closing or promptly after the Company shall determine that such closing will not occur.

Section 2.9 **Effect of Headings**. The Section headings herein are for convenience only and shall not affect the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

JARDEN CORPORATION

By: /s/ John E. Capps
Name: John E. Capps
Title: Executive Vice President – Administration, General Counsel and Secretary

NCPF ACQUISITION CORP. II, AS SUCCESSOR COMPANY

By: /s/ Bradford R. Turner
Name: Bradford R. Turner
Title: President

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

ALLTRISTA PLASTICS LLC
AMERICAN HOUSEHOLD, INC.
AUSTRALIAN COLEMAN, INC.
BICYCLE HOLDING, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
ENVIROCOOLER, LLC
FIRST ALERT, INC.
HEARTHMARK, LLC
HOLMES MOTOR CORPORATION
JARDEN ACQUISITION I, LLC
JARDEN ZINC PRODUCTS, LLC
JOSTENS, INC.
JT SPORTS LLC
K-2 CORPORATION
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.
LEHIGH CONSUMER PRODUCTS LLC
LIFOAM HOLDINGS, LLC
LIFOAM INDUSTRIES, LLC
LIFOAM PACKAGING SOLUTIONS, LLC
LOEW-CORNELL, LLC
MARKER VOLKL USA, INC.
MARMOT MOUNTAIN, LLC
MIKEN SPORTS, LLC
NIPPON COLEMAN, INC.
OUTDOOR SPORTS GEAR, INC.
OUTDOOR TECHNOLOGIES CORPORATION
PENN FISHING TACKLE MFG. CO.
PURE FISHING, INC.
QMC BUYER CORP.
QUICKIE HOLDINGS, INC.
QUICKIE MANUFACTURING CORPORATION
QUOIN, LLC
RAWLINGS SPORTING GOODS COMPANY, INC.
REXAIR HOLDINGS, INC.
REXAIR LLC
SEA STRIKER, LLC
SHAKESPEARE COMPANY, LLC
SHAKESPEARE CONDUCTIVE FIBERS, LLC
SI II, INC.
SITCA CORPORATION
SUNBEAM AMERICAS HOLDINGS, LLC
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
THE UNITED STATES PLAYING CARD COMPANY
THE YANKEE CANDLE COMPANY, INC.
USPC HOLDING, INC.
VISANT CORPORATION
VISANT HOLDING CORP.
VISANT SECONDARY HOLDINGS CORP.
WADDINGTON GROUP, INC.
WNA HOLDINGS, INC.
WADDINGTON NORTH AMERICA, INC.

YANKEE CANDLE INVESTMENTS LLC

each, as a Guarantor

By: /s/ John E. Capps
Name: John E. Capps
Title: Vice President

Exhibit 4.3

JARDEN CORPORATION

AND

EACH OF THE GUARANTORS PARTY HERETO

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of April 15, 2016

to

Indenture

Dated as of October 30, 2015

5% Senior Notes due 2023

THIS SECOND SUPPLEMENTAL INDENTURE (this "***Supplemental Indenture***"), dated as of April 15, 2016, among Jarden Corporation, a Delaware corporation (the "***Company***"), the Guarantors (as defined in the Indenture referred to herein) and Wells Fargo Bank, National Association, as trustee (the "***Trustee***").

W I T N E S S E T H

WHEREAS, the Company, the Guarantors and the Trustee are parties to that certain Indenture dated as of October 30, 2015, creating the Company's 5% Senior Notes due 2023 (the "***Notes***"), as supplemented by that First Supplemental Indenture dated March 15, 2016, and as further amended and supplemented in relation to the Notes (the "***Indenture***");

WHEREAS, $300,000,000 aggregate principal amount of the Notes is currently outstanding;

WHEREAS, Section 9.02 of the Indenture provides that, with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), the Company and the Trustee may amend or supplement the Indenture, the Notes and the Note Guarantees (subject to certain exceptions);

WHEREAS, the Company desires and has requested the Trustee to join with it and the Guarantors in entering into this Supplemental Indenture for the purpose of amending the Indenture and the Notes in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the Company has been soliciting consents to this Supplemental Indenture upon the terms and subject to the conditions set forth in the Offering Memorandum and Consent Solicitation Statement (herein so called) of Newell Rubbermaid Inc. dated March 21, 2016 and the related Letter of Transmittal and Consent (which together, including any amendments, modifications or supplements thereto, govern the "***Consent Solicitation***" for the Notes);

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Account Tax Compliance Act purposes;

WHEREAS, (1) the Company has received the consent of the Holders of at least a majority in aggregate principal amount of outstanding Notes (excluding any Notes owned by the Company or any of its Affiliates), as certified by a Certificate of the Exchange Agent for the Consent Solicitation delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture, (2) the Company has delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Officers' Certificate and an Opinion of Counsel relating to this Supplemental Indenture, each as contemplated by Sections 9.05 and 12.03 of the Indenture and (3) the Issuers and the Guarantors have satisfied all other conditions required under Article 9 of the Indenture to enable the Company, the Guarantors and the Trustee to enter into this Supplemental Indenture; and

WHEREAS, all acts and requirements have been done in order to make this Supplemental Indenture a legal, valid and binding obligation of the Company and the Guarantors.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

AMENDMENTS TO INDENTURE AND NOTES

Section 1.1 **Amendments to Articles 3, 4, 5 and 6**.

(a) Amendment of Article 3. The Indenture is hereby amended by deleting Section 3.08 in its entirety, together with any references to Section 3.08 in the Indenture, and replacing such Section with the words "Intentionally omitted."

(b) Amendment of Article 4. The Indenture is hereby amended by deleting the following Sections of Article 4 of the Indenture and all references thereto: 4.03, 4.04, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.15, 4.16, 4.17, 4.18, 4.19 and

4.20, in each case in its entirety, and replacing each such Section with the words "Intentionally omitted", it being understood that the deletion of Section 4.15 will have no effect on any concurrent change of control offer or the Company's obligation to conduct such change of control offer.

(c) Amendment of Article 5. The Indenture is hereby amended by deleting Section 5.01 in its entirety, together with any references to Section 5.01 in the Indenture, and replacing such Section with the words "Intentionally omitted."

(d) Amendment of Article 6. The Indenture is hereby amended by deleting Clause (4) of Section 6.01 in its entirety, together with any references to Clause (4) of Section 6.01 in the Indenture, and replacing such Clause with the words "Intentionally omitted."

Section 1.2 **Amendments to Notes**. The Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Supplemental Indenture.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 **Defined Terms**. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.2 **Indenture**. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.

Section 2.3 **Governing Law**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 **Successors**. All agreements of the Company and the Guarantors in this Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 2.5 **Duplicate Originals**. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Supplemental Indenture via telecopy or other form of electronic transmission.

Section 2.6 **Severability**. In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 **Trustee Disclaimer**. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company and the Guarantors, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 2.8 **Effectiveness**. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the closing of the Consent Solicitation and the related Exchange Offer (as defined in the Offering Memorandum and Consent Solicitation Statement), with the result that the amendments to the Indenture

effected by this Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such closing shall not occur. The Company shall notify the Trustee promptly after the occurrence of such closing or promptly after the Company shall determine that such closing will not occur.

Section 2.9 **Endorsement and Change of Form of Notes**. Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes operative in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on and after that date for such purpose shall be stamped, imprinted or otherwise legended by the Company, with a notation as follows:

"Effective as of April 15, 2016, certain restrictive covenants of the Company and certain Events of Default have been eliminated or limited, as provided in the Second Supplemental Indenture, dated as of April 15, 2016. Reference is hereby made to such Second Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein."

Section 2.10 **Effect of Headings**. The Section headings herein are for convenience only and shall not affect the construction thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

JARDEN CORPORATION

By: /s/ John E. Capps
Name: John E. Capps
Title: Executive Vice President – Administration, General Counsel and Secretary

ALLTRISTA PLASTICS LLC
AMERICAN HOUSEHOLD, INC.
AUSTRALIAN COLEMAN, INC.
BICYCLE HOLDING, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
ENVIROCOOLER, LLC
FIRST ALERT, INC.
HEARTHMARK, LLC
HOLMES MOTOR CORPORATION
JARDEN ACQUISITION I, LLC
JARDEN ZINC PRODUCTS, LLC
JOSTENS, INC.
JT SPORTS LLC
K-2 CORPORATION
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.
LEHIGH CONSUMER PRODUCTS LLC
LIFOAM HOLDINGS, LLC
LIFOAM INDUSTRIES, LLC
LIFOAM PACKAGING SOLUTIONS, LLC
LOEW-CORNELL, LLC
MARKER VOLKL USA, INC.
MARMOT MOUNTAIN, LLC
MIKEN SPORTS, LLC
NIPPON COLEMAN, INC.
OUTDOOR SPORTS GEAR, INC.
OUTDOOR TECHNOLOGIES CORPORATION
PENN FISHING TACKLE MFG. CO.
PURE FISHING, INC.
QMC BUYER CORP.
QUICKIE HOLDINGS, INC.
QUICKIE MANUFACTURING CORPORATION
QUOIN, LLC
RAWLINGS SPORTING GOODS COMPANY, INC.
REXAIR HOLDINGS, INC.
REXAIR LLC

SEA STRIKER, LLC
SHAKESPEARE COMPANY, LLC
SHAKESPEARE CONDUCTIVE FIBERS, LLC
SI II, INC.
SITCA CORPORATION
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SUNBEAM PRODUCTS, INC.
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THE UNITED STATES PLAYING CARD COMPANY
THE YANKEE CANDLE COMPANY, INC.
USPC HOLDING, INC.
VISANT CORPORATION
VISANT HOLDING CORP.
VISANT SECONDARY HOLDINGS CORP.
WADDINGTON GROUP, INC.
WNA HOLDINGS, INC.
WADDINGTON NORTH AMERICA, INC.
YANKEE CANDLE INVESTMENTS LLC

each, as a Guarantor

By: /s/ John E. Capps
Name: John E. Capps
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

Exhibit 4.4

JARDEN CORPORATION,

EACH OF THE GUARANTORS PARTY HERETO,

NCPF ACQUISITION CORP. II
(as Successor Company)

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of April 15, 2016

to

Indenture

Dated as of October 30, 2015

5% Senior Notes due 2023

THIS THIRD SUPPLEMENTAL INDENTURE (this "***Supplemental Indenture***"), dated as of April 15, 2016, among Jarden Corporation, a Delaware corporation (the "***Company***"), the Guarantors (as defined in the Indenture referred to herein), NCPF Acquisition Corp. II, a Delaware corporation (the "***Successor Company***") and Wells Fargo Bank, National Association, as trustee (the "***Trustee***"). Capitalized terms used and not defined herein are used as defined in the Indenture (as defined below).

W I T N E S S E T H

WHEREAS, the Company, the Guarantors, and the Trustee are parties to that certain Indenture dated as of October 30, 2015, creating the Company's 5% Senior Notes due 2023 (the "***Notes***"), as supplemented by that First Supplemental Indenture dated March 15, 2016, that Second Supplemental Indenture dated April 15, 2016, and as further amended and supplemented in relation to the Notes (the "***Indenture***");

WHEREAS, $300,000,000 aggregate principal amount of the Notes is currently outstanding;

WHEREAS, Section 9.01(7) of the Indenture provides that the Company and the Trustee may modify or amend the Indenture without the consent of the Holders to remove a Guarantor which, in accordance with the terms of the Indenture, ceases to be liable in respect of its Guarantee;

WHEREAS, on the date hereof, the Company will merge with and into the Successor Company, with Successor Company continuing as the surviving corporation (the "***Merger***");

WHEREAS, upon the consummation of the Merger the Guarantors shall have been released from their respective guarantees, pledges and security granted by such Guarantors in connection with the Company's Credit Facility and are no longer guarantors under such Credit Facility;

WHEREAS, pursuant to Section 10.04(3) of the Indenture, the Company has requested the Trustee to execute this Supplemental Indenture to evidence the release of the Guarantors from their obligations under their respective Guarantees with respect to all of the Notes and the Indenture;

WHEREAS, Section 9.01(3) of the Indenture provides that the Company and the Trustee may modify or amend such Indenture without the consent of the Holders to provide for the assumption of the Company's obligations to the Holders in the event of a merger or consolidation, or sale, conveyance, transfer or lease of all or substantially all of the Company's assets;

WHEREAS, pursuant to Section 9.01 of the Indenture, the Company has requested the Trustee to execute this Supplemental Indenture to evidence the assumption by the Successor Company of all of the Company's obligations under the Notes and the Indenture and the release and discharge of the Company from its obligations under the Notes and the Indenture;

WHEREAS, (1) the Company has delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Officers' Certificate and an Opinion of Counsel relating to this Supplemental Indenture, each as contemplated by Sections 9.05 and 12.03 of the Indenture and (2) the Company and the Guarantors have satisfied all other conditions required under Article 9 of the Indenture to enable the Company, the Guarantors, the Successor Company and the Trustee to enter into this Supplemental Indenture; and

WHEREAS, all acts and requirements have been done in order to make this Supplemental Indenture a legal, valid and binding obligation of the Company, the Guarantors and the Successor Company.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

RELEASE OF GUARANTEES; ASSUMPTION BY SUCCESSOR COMPANY

Section 1.3 **Release of Guarantees.** The Trustee, pursuant to Section 10.04 of the Indenture, hereby acknowledges, as evidenced by this Supplemental Indenture, that each of the Guarantors has been released from its obligations under its respective Guarantee with respect to all of the Notes and the Indenture.

Section 1.4 **Assumption by Successor Company.** The Successor Company hereby assumes, by this Supplemental Indenture, all of the Company's obligations under the Notes and the Indenture. Pursuant to Section 9.01(3) of the Indenture, the Successor Company succeeds to, and is substituted for, and may exercise every right and power of, the Company, and the Company is hereby released and discharged from its obligations under the Notes and the Indenture.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 **Defined Terms**. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.2 **Indenture**. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.

Section 2.3 **Governing Law**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 **Successors**. All agreements of the Company and Successor Company in this Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 2.5 **Duplicate Originals**. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Supplemental Indenture via telecopy or other form of electronic transmission.

Section 2.6 **Severability**. In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 **Trustee Disclaimer**. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, the Guarantors and the Successor Company, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 2.8 **Effectiveness**. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the closing of the Merger, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such closing shall not occur. The Company shall notify the Trustee promptly after the occurrence of such closing or promptly after the Company shall determine that such closing will not occur.

Section 2.9 **Effect of Headings**. The Section headings herein are for convenience only and shall not affect the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

JARDEN CORPORATION

By: /s/ John E. Capps
Name: John E. Capps
Title: Executive Vice President – Administration, General Counsel and Secretary

NCPF ACQUISITION CORP. II, AS SUCCESSOR COMPANY

By: /s/ Bradford R. Turner
Name: Bradford R. Turner
Title: President

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

ALLTRISTA PLASTICS LLC
AMERICAN HOUSEHOLD, INC.
AUSTRALIAN COLEMAN, INC.
BICYCLE HOLDING, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
ENVIROCOOLER, LLC
FIRST ALERT, INC.
HEARTHMARK, LLC
HOLMES MOTOR CORPORATION
JARDEN ACQUISITION I, LLC
JARDEN ZINC PRODUCTS, LLC
JOSTENS, INC.
JT SPORTS LLC
K-2 CORPORATION
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.
LEHIGH CONSUMER PRODUCTS LLC
LIFOAM HOLDINGS, LLC
LIFOAM INDUSTRIES, LLC
LIFOAM PACKAGING SOLUTIONS, LLC
LOEW-CORNELL, LLC
MARKER VOLKL USA, INC.
MARMOT MOUNTAIN, LLC
MIKEN SPORTS, LLC
NIPPON COLEMAN, INC.
OUTDOOR SPORTS GEAR, INC.
OUTDOOR TECHNOLOGIES CORPORATION
PENN FISHING TACKLE MFG. CO.
PURE FISHING, INC.
QMC BUYER CORP.
QUICKIE HOLDINGS, INC.
QUICKIE MANUFACTURING CORPORATION
QUOIN, LLC
RAWLINGS SPORTING GOODS COMPANY, INC.
REXAIR HOLDINGS, INC.
REXAIR LLC
SEA STRIKER, LLC
SHAKESPEARE COMPANY, LLC
SHAKESPEARE CONDUCTIVE FIBERS, LLC
SI II, INC.
SITCA CORPORATION
SUNBEAM AMERICAS HOLDINGS, LLC
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
THE UNITED STATES PLAYING CARD COMPANY
THE YANKEE CANDLE COMPANY, INC.
USPC HOLDING, INC.
VISANT CORPORATION
VISANT HOLDING CORP.
VISANT SECONDARY HOLDINGS CORP.
WADDINGTON GROUP, INC.
WNA HOLDINGS, INC.
WADDINGTON NORTH AMERICA, INC.

YANKEE CANDLE INVESTMENTS LLC

each, as a Guarantor

By: /s/ John E. Capps
Name: John E. Capps
Title: Vice President

Exhibit 4.5

FIRST SUPPLEMENTAL INDENTURE

dated as of April 15, 2016

by and among

Jarden Corporation,

The Guarantors,

NCPF Acquisition Corp. II,
as Successor Company

and

Wells Fargo Bank, National Association,
as Trustee

---

1 7⁄8% Senior Subordinated Convertible Notes due 2018

1 ½% Senior Subordinated Convertible Notes due 2019

1 ⅛% Senior Subordinated Convertible Notes due 2034

THIS FIRST SUPPLEMENTAL INDENTURE (this "**Supplemental Indenture**"), entered into as of April 15, 2016, between Jarden Corporation, a Delaware corporation (the "**Company**"), the Guarantors (as defined below), NCPF Acquisition Corp. II, a Delaware corporation, as successor company (the "**Successor Company**"), and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"), supplements and amends each of the Indentures (as defined herein).

RECITALS

WHEREAS, the Company, the subsidiary parties thereto and the Trustee heretofore entered into that certain Indenture, dated as of September 18, 2012 (the "**2018 Indenture**"), by and among the Company, the subsidiary Guarantors, as defined therein (the "**2018 Notes Guarantors**"), and the Trustee, pursuant to which the Company's 1 7/8% Senior Subordinated Convertible Notes due 2018 (the "**2018 Notes**") were issued,

WHEREAS, the Company, the subsidiary parties thereto and the Trustee heretofore entered into that certain Indenture, dated as of June 12, 2013 (the "**2019 Indenture**"), by and among the Company, the subsidiary Guarantors, as defined therein (the "**2019 Notes Guarantors**"), and the Trustee, pursuant to which the Company's 1 1/2% Senior Subordinated Convertible Notes due 2019 (the "**2019 Notes**") were issued,

WHEREAS, the Company, the subsidiary parties thereto and the Trustee heretofore entered into that certain Indenture, dated as of March 17, 2014 (the "**2034 Indenture**" and, together with the 2018 Indenture and the 2019 Indenture, the "**Indentures**"), by and among the Company, the subsidiary Guarantors, as defined therein (the "**2034 Notes Guarantors**" and, together with the 2018 Notes Guarantors and the 2019 Notes Guarantors, the "**Guarantors**"), and the Trustee, pursuant to which the Company's 1 1/8% Senior Subordinated Convertible Notes due 2034 (the "**2034 Notes**" and, together with the 2018 Notes and the 2019 Notes, the "**Notes**") were issued,

WHEREAS, Section 9.01(j) of each of the Indentures provides that the Company and the Trustee may modify or amend the respective Indentures without the consent of the Holders to remove a Guarantor which, in accordance with the terms of the respective Indentures, ceases to be liable in respect of its Gurantee;

WHEREAS, on the date hereof, the Company will merge with and into Successor Company, with Successor Company continuing as the surviving corporation (the "**Merger**");

WHEREAS, upon the consummation of the Merger the Guarantor shall have been released from their respective guarantees, pledges and security granted by such Guarantors in connection with the Company's Credit Facility and are no longer guarantors under such Credit Facility;

WHEREAS, pursuant to Section 12.06 of the 2018 Indenture and the 2019 Indenture and Section 13.06 of the 2034 Indenture, the Company has requested the Trustee to execute this Supplemental Indenture to evidence the release of the Guarantors from their obligations under their respective Guarantees with respect to all of the Notes and each of the Indentures;

WHEREAS, immediately after giving effect to the Merger, no Default or Event of Default has occurred or is continuing and Successor Company desires to assume all of the Company's obligations under the Notes and each of the Indentures;

WHEREAS, Section 9.01(c) of each of the Indentures provides that the Company and the Trustee may modify or amend such Indentures without the consent of the Holders to provide for the assumption of the Company's obligations to the Holders in the event of a merger or consolidation, or sale, conveyance, transfer or lease of all or substantially all of the Company's assets;

WHEREAS, pursuant to Section 9.01 of each of the Indentures, the Company has requested the Trustee to execute this Supplemental Indenture to evidence the assumption by the Successor Company of all of the Company's obligations under the Notes and each of the Indentures and the release and discharege of the Company from its obligations under the Notes and each of the Indentures;

WHEREAS, the Company has delivered to the Trustee an Officers' Certificate and Opinion of Counsel, each stating that all conditions precedent under each of the Indentures relating to the execution of this Supplemental Indenture have been complied with and the execution and delivery of this Supplemental Indenture is permitted by each of the Indentures; and

WHEREAS, all acts and requirements necessary to make this Supplemental Indenture a legal, valid and binding agreement of the Company and the Successor Company have been done.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Supplemental Indenture hereby agree as follows:

Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indentures.

Section 2. The Trustee, pursuant to the provisions of Section 12.06 of each of the Indentures, hereby acknowledges, as evidenced by this Supplemental Indenture, that each of the Guarantors has been released from its obligations under its respective Guarantee with respect to all of the Notes and each of the Indentures.

Section 3. In accordance with Section 5.01(a) of each of the Indentures, the Successor Company hereby assumes, by this Supplemental Indenture, all of the Company's obligations under the Notes and each of the Indentures.

Section 4. Pursuant to Section 5.03 of each of the Indentures, the Successor Company succeeds to, and is substituted for, and may exercise every right and power of, the Company, and the Company is hereby released and discharged from its obligations under the Notes and each of the respective Indentures.

Section 5. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 6. This Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument.

Section 7. This Supplemental Indenture is an amendment supplemental to each of the Indentures, and (i) the 2018 Indenture and this Supplemental Indenture will henceforth be read together, (ii) the 2019 Indenture and this Supplemental Indenture will henceforth be read together, and (iii) the 2034 Indenture and this Supplemental Indenture will henceforth be read together.

Section 8. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company.

Section 9. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the closing of the Merger, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such closing shall not occur. The Company shall notify the Trustee promptly after the occurrence of such closing or promptly after the Company shall determine that such closing will not occur.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

Jarden Corporation

By: /s/ John E. Capps
Name: John E. Capps
Title: Executive Vice President – Administration, General Counsel and Secretary

[*Signature Page to First Supplemental Indenture*]

ALLTRISTA PLASTICS LLC
AMERICAN HOUSEHOLD, INC.
AUSTRALIAN COLEMAN, INC.
BICYCLE HOLDING, INC.
BRK BRANDS, INC.
CC OUTLET, INC.
COLEMAN INTERNATIONAL HOLDINGS, LLC
COLEMAN WORLDWIDE CORPORATION
ENVIROCOOLER, LLC
FIRST ALERT, INC.
HEARTHMARK, LLC
HOLMES MOTOR CORPORATION
JARDEN ACQUISITION I, LLC
JARDEN ZINC PRODUCTS, LLC
JOSTENS, INC.
JT SPORTS LLC
K-2 CORPORATION
KANSAS ACQUISITION CORP.
L.A. SERVICES, INC.
LASER ACQUISITION CORP.
LEHIGH CONSUMER PRODUCTS LLC
LIFOAM HOLDINGS, LLC
LIFOAM INDUSTRIES, LLC
LIFOAM PACKAGING SOLUTIONS, LLC
LOEW-CORNELL, LLC
MARKER VOLKL USA, INC.
MARMOT MOUNTAIN, LLC
MIKEN SPORTS, LLC
NIPPON COLEMAN, INC.
OUTDOOR SPORTS GEAR, INC.
OUTDOOR TECHNOLOGIES CORPORATION
PENN FISHING TACKLE MFG. CO.
PURE FISHING, INC.
QMC BUYER CORP.
QUICKIE HOLDINGS, INC.
QUICKIE MANUFACTURING CORPORATION
QUOIN, LLC
RAWLINGS SPORTING GOODS COMPANY, INC.
REXAIR HOLDINGS, INC.
REXAIR LLC
SEA STRIKER, LLC
SHAKESPEARE COMPANY, LLC
SHAKESPEARE CONDUCTIVE FIBERS, LLC
SI II, INC.
SITCA CORPORATION
SUNBEAM AMERICAS HOLDINGS, LLC
SUNBEAM PRODUCTS, INC.

THE COLEMAN COMPANY, INC.
THE UNITED STATES PLAYING CARD COMPANY
THE YANKEE CANDLE COMPANY, INC.
USPC HOLDING, INC.
VISANT CORPORATION
VISANT HOLDING CORP.
VISANT SECONDARY HOLDINGS CORP.
WADDINGTON GROUP, INC.
WNA HOLDINGS, INC.
WADDINGTON NORTH AMERICA, INC.
YANKEE CANDLE INVESTMENTS LLC

each, as a Guarantor

By: /s/ John E. Capps

Name: John E. Capps

Title: Vice President

NCPF Acquisition Corp. II, as Successor Company

By: /s/ Bradford R. Turner
Name: Bradford R. Turner
Title: President

[*Signature Page to First Supplemental Indenture*]

Wells Fargo Bank, National Association as Trustee

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

[*Signature Page to First Supplemental Indenture*]

Exhibit 10.1

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (this "Agreement") is made as of the Effective Date (as defined herein) by and between Jarden Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Company"), and John E. Capps ("Executive"), collectively referred to as the "Parties".

RECITALS:

WHEREAS, Executive is employed by the Company as its Executive Vice President - Administration, General Counsel & Secretary pursuant to that certain Amended and Restated Employment Agreement, dated as of July 23, 2012, between the Company and Executive (the "Employment Agreement"), and in such capacity has performed and continues to perform numerous business as well as legal functions for the Company;

WHEREAS, the Company is a party to that certain Agreement and Plan of Merger, dated as of December 13, 2015 (the "Merger Agreement"), by and among the Company, Newell Rubbermaid Inc., a Delaware corporation ("Parent"), and the other parties signatories thereto, pursuant to which, subject to the terms and conditions contained in the Merger Agreement, the Company will be merged with and into a wholly-owned subsidiary of Parent, immediately following which the Company will be merged with another wholly-owned subsidiary of Parent ("Successor Sub") and the surviving entity thereof will become a wholly-owned subsidiary of Parent (the "Merger");

WHEREAS, the Merger will constitute a "Change in Control" as such term is defined in the Jarden Corporation 2013 Stock Incentive Plan (the "Plan") and shall be deemed by the Parties as such for all purposes relating to the Employment Agreement and any equity and other benefit plans of the Company in which Executive is a participant;

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, the Company will enter into this Agreement with Executive for the protection of the business and goodwill of Parent and its subsidiaries after the Merger; Executive will receive substantial consideration in exchange for his shares and others equity interests in the Company (including accelerated equity interests as a result of the Change in Control); Parent and its subsidiaries shall succeed to all of the business, property, assets and goodwill of the Company and its subsidiaries; Executive will agree to the noncompetition, confidentiality and other restrictive covenants herein for the protection of the business, property, assets and goodwill of Parent and its subsidiaries after the Merger, including their legitimate business interests in trade secrets and other confidential information and valuable customer and employee relationships; and Executive and the Company mutually agree that Executive's employment will terminate on the consummation of the Merger; and

WHEREAS, the Parties wish to settle their mutual rights and obligations arising from such separation from employment subject to the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. **Definitions**. Capitalized terms used herein without definition shall have the respective meanings given such terms in the Employment Agreement.

2. **Termination of Employment**.

(a) Executive's employment with the Company shall terminate on the date on which the Merger is consummated pursuant to the Merger Agreement (the "Separation Date"). As of the Separation Date, Executive shall resign from and no longer be an employee, officer, director and/or manager (or any equivalent position) of the Company or any subsidiaries or affiliates thereof, and Executive agrees he shall execute all documents reasonably necessary to effect such resignations. The Parties hereby agree that for purposes of this Agreement, the Employment Agreement, and any equity and other benefit plans in which Executive is a participant, including the Plan, Executive's termination of employment will be treated as a "Termination Without Cause" in connection with a Change in Control of the Company, and that any notice period that may be required to be provided under the Employment Agreement is hereby waived.

(b) The Parties agree that until the Separation Date, Executive shall continue to serve as Executive Vice President – Administration, General Counsel & Secretary of the Company, subject to the terms and conditions of the Employment Agreement.

(c) For the avoidance of doubt, the Employment Agreement shall remain in full force and effect through, and in part following, the Separation Date, subject to any modifications contained in this Agreement or any amendments thereto. If the Merger Agreement is terminated without the Merger having been consummated, this Agreement shall terminate and the Parties' rights and obligations hereunder shall be null and void *ab initio* and the Employment Agreement shall continue to be in full force and effect in accordance with its terms without reference to this Agreement.

3. **Separation Payments and Benefits**. In addition to the substantial consideration Executive will receive in connection with the Merger, and subject to Executive's execution of a general release of claims in favor of the Company in the form attached hereto as Exhibit A (the "Release"), which Release is not revoked and becomes effective by its terms within sixty (60) days after the Separation Date, the Company shall provide Executive with the following compensation and benefits no later than five (5) business days after the Effective Date (as defined in the Release) and no later than sixty (60) days after the Separation Date, except as specifically provided otherwise herein:

(a) Earned Salary and Accrued Benefits. In accordance with Section 10(d) of the Employment Agreement, the Company shall pay Executive all Base Compensation earned, but unpaid, for services rendered to the Company on or prior to the Separation Date in a lump sum on the Separation Date (or the next payroll date thereafter) and all other accrued or vested benefits through the Separation Date in accordance with the terms of each applicable plan, program or policy.

(b) Annual Bonus. The Parties agree that Executive has already been paid the full amount of his annual bonus for 2015.

(c) Severance Payment. In accordance with Section 10(d)(i - ii) of the Employment Agreement, the Company shall pay or has paid Executive a severance payment in a total gross amount of $2,412,000.00 in a lump sum.

(d) Other Benefits. In accordance with Section 10(d)(iii) of the Employment Agreement and the Company's various benefit plans and policies applicable to Executive, the Company shall pay Executive a total gross amount of $25,741.00, in respect of historical benefits including: rights with respect to life and long-term disability policies; health insurance policies; HSA savings accounts; 401(k) plans and other financial benefits.

(e) Vesting of Stock Awards. In accordance with Section 10(d) of the Employment Agreement, the balance of any unvested restricted shares of common stock of the Company, par value $0.01 per share ("Common Stock"), granted to Executive and currently outstanding, but not yet vested, shall fully vest on the Separation Date and will thereafter be freely transferable (subject to any restrictions under applicable securities law or the Company's insider trading policy for senior executives).

(f) Acceleration of Stock Awards. In consideration for the increase in duration pursuant to Section 4 of this Agreement from one year to four years of the noncompetition, confidentiality and other covenants contained in Sections 7 and 8 of the Employment Agreement, immediately prior to the consummation of the Merger, the Company shall issue Executive 35,000 restricted shares of Common Stock representing the number of restricted shares of Common Stock that would have been issued to Executive in 2017 (the "2017 Accelerated Shares") and an additional 35,000 restricted shares of Common Stock representing the number of restricted shares of Common Stock that would have been issued to Executive in 2018 (the "2018 Accelerated Shares" and together with the 2017 Accelerated Shares, the "Accelerated Shares"), in each case pursuant to grant agreements as approved by the Company's Compensation Committee. Upon consummation of the Merger, the Accelerated Shares shall fully vest.

4. Noncompetition, Confidentiality and Other Restrictive Covenants. In consideration of the compensation and benefits Executive shall receive in connection with the transactions contemplated by the Merger Agreement and as provided in Section 3 of this Agreement, Executive acknowledges and agrees that Executive shall continue to be bound by the noncompetition, confidentiality and other covenants contained in Sections 7 and 8 of the Employment Agreement, including through the fourth anniversary of the Separation Date with respect to the covenants and restrictions in Section 8 of the Employment Agreement; provided, however, that in addition to the terms and remedies set forth in Section 9 of the Employment Agreement, which shall continue in full force and effect, if Executive breaches any of the covenants contained in Sections 7 and 8 of the Employment Agreement as modified in this Agreement, then the Company or its successor shall be entitled to recover from Executive, and Executive shall be required to pay, (a) the value as of the vesting date of the quantity of Accelerated Shares released by the Company to or for Executive's account on or after such vesting date, and (b) $1,999,200, which is the value as of the vesting date of 20,317 restricted shares released by the Company to or for Executive's account on December 31, 2015. Executive agrees that in view of the substantial consideration that he will receive in connection with the Merger and the compensation and benefits he will receive pursuant to this Agreement, including but not limited to the grant of the Accelerated Shares, the covenants and restrictions provided in

this Section 4 are fair, reasonable and enforceable in scope and duration, including the extension of the duration of the covenants and restrictions in Section 8 of the Employment Agreement, to protect the legitimate interests of the Company and that these restrictions are designed for the reasonable protection of the Company's business and trade secrets. Executive acknowledges and agrees that he has received fair and adequate consideration for the extended non-competition provision, including in the form of the Accelerated Shares which shall fully vest upon the consummation of the Merger and be sold in connection with the Merger.

5. **Miscellaneous**.

(a) Section 409A Compliance. Section 11(j) of the Employment Agreement is hereby incorporated into this Agreement in its entirety; provided that references to the "Agreement" in such Section 11(j) shall be deemed to refer to both the Employment Agreement and this Agreement for purposes of this Section 5(a).

(b) Withholding. All payments and benefits payable pursuant to this Agreement shall be subject to reduction by all applicable withholdings, offsets, social security and other federal, state and local taxes and deductions.

(c) Arbitration. Except in the event of the need for immediate equitable relief from a court of competent jurisdiction to prevent irreparable harm pending arbitration relief, and except for enforcement of a party's remedies to the extent such enforcement must be pursuant to court authorization or order under applicable law, any dispute or controversy arising under or in connection with this Agreement shall be resolved by confidential binding arbitration. This arbitration shall be held in Florida and except to the extent inconsistent with this Agreement, shall be conducted in accordance with the Expedited Employment Arbitration Rules of the American Arbitration Association then in effect at the time of the arbitration and otherwise in accordance with principles which would be applied by a court of law or equity. The arbitrator shall be selected by the Company and Executive; provided, that if within fifteen (15) business days of the date of request for arbitration, the Parties have not been able to make such selection, the dispute shall be heard by a panel of three arbitrators one appointed by each of the Parties and the third appointed by the other two arbitrators.

(d) Notices. Any notice required or desired to be delivered under this Agreement shall be in writing and shall be delivered personally, by courier service, by certified mail, return receipt requested, or by telecopy and shall be effective upon actual receipt by the party to which such notice shall be directed, and shall be addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

If to the Company:

Jarden Corporation
2381 Executive Center Drive
Boca Raton, FL 33431
Attn: Chief Operating Offiicer, Jarden Group

If to the Executive: To the address listed as Executive's principal residence in the Company's human resource records.

(e) Assignment. Except as provided under Section 5(f) hereof, neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party.

(f) Binding Effect. This Agreement shall be binding on, and shall inure to the benefit of, the Company and any person or entity that succeeds to the interest of the Company (regardless of whether such succession does or does not occur by operation of law) by reason of the sale of all or a portion of the Company's stock, a merger, consolidation or reorganization involving the Company or, unless the Company otherwise elects in writing, a sale of the assets of the business of the Company (or portion thereof) in which Executive performs a majority of his services. Without limiting the generality of the foregoing, this Agreement shall be binding on, and shall inure to the benefit of, Successor Sub if Successor Sub is the surviving entity in the Merger. Additionally, if the Company or any of its successors or assigns (including, but not limited to Successor Sub) (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity, then, and in each such case, proper provisions shall be made so that the successors and assigns of the Company shall assume all of the rights and obligations set forth in this Agreement. This Agreement shall also inure to the benefit of Executive's heirs, executors, administrators and legal representatives.

(g) Construction. In the event of any conflict between the provisions of this Agreement and the provisions of the Employment Agreement, the provisions of this Agreement shall control. This Agreement shall be construed in accordance with the Rules of Professional Conduct or any other ethics rules applicable to attorneys.

(h) Governing Law. This Agreement, including Sections 7, 8 and 9 of the Employment Agreement which are incorporated herein by reference, shall be governed by the laws of the State of Delaware, without regard to the conflicts of law principles thereof.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Signature by facsimile or PDF shall be treated as an original signature and has the same binding legal effect.

(j) Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

(k) Entire Agreement. This Agreement and the specific provisions of the Employment Agreement that are incorporated by reference herein, constitute the entire agreement between the Parties hereto with respect to the matters referred to herein and therein. The remainder of the Employment Agreement is no longer of any force or effect. No other agreement relating to the matters referred to herein and therein shall be binding between the Parties. There are no promises, representations, inducements or statements between the Parties

other than those that are expressly contained in this Agreement and the specific provisions of the Employment Agreement that are incorporated by reference herein. Executive acknowledges that he is entering into this Agreement of his own free will and accord, and with no duress, that he has read this Agreement and that he understands it and its legal consequences and has been advised to consult with an attorney before executing this Agreement.

(l) Amendments. This Agreement may not be altered, modified or amended except by a written instrument signed by each of the Parties hereto.

(m) Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby, and as to any provisions deemed to be invalid, illegal or unenforceable, any such provisions shall be modified and enforced by a court or arbitrator(s) as nearly as possible to the original terms and intent to eliminate such inability, illegality or unenforceability.

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IN WITNESS WHEREOF, the Parties have signed this Separation Agreement as of the Effective Date.

Company:

JARDEN CORPORATION
/s/ Malaika Myers
Name: Malaika Myers
Title: EVP HR

Executive:

/s/ John E. Capps
John E. Capps

Exhibit A

General Release of Claims

This General Release of Claims ("Release") is entered into by John E. Capps (the "Releasor") as of the Effective Date (as defined herein).

In consideration of the benefits received by the Releasor pursuant to that certain Amended and Restated Employment Agreement, dated as of July 23, 2012, between Jarden Corporation (the "Company") and the Releasor (the "Employment Agreement") and that certain Separation Agreement, dated as of the Effective Date, between the Company and the Releasor (the "Separation Agreement"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Releasor, for himself and for his affiliates, distributees, legal and personal representatives, successors and assigns (collectively, the "Releasor Parties") does hereby release, acquit and forever discharge the Company and its subsidiaries, affiliates and successors, and each of their respective officers, directors, managers, members, shareholders, attorneys, benefit administrators, agents and employees (collectively, the "Released Parties") from, against and in respect of any and all claims, counterclaims, demands, debts, dues, sums of money, bonds, bills, specialties, actions, causes of action, suits, contracts, covenants, controversies, agreements, obligations, reckonings, promises, variances, accounts, defenses, offsets, deductions, trespasses, damages, judgments, extents, executions and liabilities of any kind of character whatsoever (collectively, "Claims"), known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, including such claims and defenses as fraud, mistake, duress and usury, which any or all of the Releasor Parties or their respective heirs, personal representatives, successors and assigns ever had, now have, or might hereafter have against any or all of the Released Parties, jointly or severally, for, upon or by reason of any matter, cause or thing whatsoever occurring from the beginning of the world to the date hereof, including without limitation the Releasor's employment with any of the Released Parties; the Releasor's compensation, wages, insurance coverage and benefits of any kind; federal, state or local statute or regulation including Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991 and 1871, the Americans with Disabilities Act, Age Discrimination in Employment Act, Family & Medical Leave Act, Fair Labor Standards Act, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act, and all state and local human rights, discrimination and employment laws and regulations; and any and all claims arising under common law, whether in contract or in tort under the laws of any state; provided, however, that excluded from the scope of this Release are (i) any and all Claims that the Releasor Parties may have against the Released Parties arising under the Separation Agreement (including those benefits and rights referred to in Section 3 of the Separation Agreement); (ii) any Claim for indemnification the Releasor may have under applicable laws, under the applicable constituent documents (including bylaws and certificates of incorporation or other similar organizational documents) of any of the Company and its subsidiaries, under any applicable insurance policy any of the Company and its subsidiaries may maintain, or any under any other agreement with the Company or any of its subsidiaries, with respect to any liability, costs or expenses the Releasor incurs or has incurred as a director, officer or employee of any of the Company and its subsidiaries; (iii) any Claim the Releasor may have to obtain contribution as permitted by law in the event of entry of judgment against the Releasor as a result of any act or failure to act for which the Releasor and any of the Company or its subsidiaries are jointly liable; (iv) any Claim

that arises after the date of this Release; and (v) the Releasor's right to file a charge or complaint with the U.S. Equal Employment Opportunity Commission (the "EEOC") or similar federal or state agency, or his ability to participate in an EEOC investigation or proceeding conducted by such agency, except the Releasor agrees and understands that he will not seek or accept any personal relief including, but not limited to, an award of monetary damages or reinstatement to employment, in connection with such a charge or claims.

The Releasor acknowledges and agrees that the Releasor has either consulted with counsel of his choosing or has had the opportunity to consult with counsel of his choosing and has waived such opportunity, that the Releasor has been advised to do so, that the Releasor has carefully read and fully understands all of the provisions of this Release, and that the Releasor is voluntarily entering into this Release.

This Release shall be governed by and construed in accordance with federal law and the laws of the State of Delaware applicable to agreements made and performed in such state and without regard to conflicts of law doctrines.

This Release may be signed by facsimile or PDF which shall be treated in all manner and respects as an original signature and with the same binding legal effect.

Executive has been given 21 days to consider the terms of this Release and the Separation Agreement, and has been advised to consult with an attorney prior to signing this Release and the Separation Agreement. Executive may sign this Release and the Separation Agreement prior to the expiration of the 21 day period. However, under no circumstances may the Executive sign the Release and Separation Agreement prior to the Separation Date, and any signing of the Release and Separation Agreement prior to the Separation Date shall render the Release and the Separation Agreement null, void and of no effect. Executive further acknowledges and agrees that he will receive in the Separation Agreement consideration in addition to any benefits to which he is otherwise entitled in exchange for the waiver and release of actual or potential claims described in this Release, including but not limited to claims arising under the Age Discrimination in Employment Act. Executive may, by written notice delivered to the Chief Operating Officer of the Company, revoke this Release at any time within the seven-day period following Executive's signing of this Release (the "Revocation Period"). This Release shall not become effective or enforceable, and the Company shall not have incurred any obligations pursuant to the Separation Agreement, until the eighth day after the Executive signs this Release and the Separation Agreement provided that Executive has not revoked this Release during the Revocation Period (the "Effective Date").

Releasor:

/s/ John E. Caps
John E. Capps

Date: April 15, 2016

Exhibit 10.2

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (this "Agreement") is made as of the Effective Date (as defined herein) by and between Jarden Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Company"), and Alan W. LeFevre ("Executive"), collectively referred to as the "Parties".

RECITALS:

WHEREAS, Executive is employed by the Company as its Executive Vice President - Finance and Chief Financial Officer;

WHEREAS, the Company is a party to that certain Agreement and Plan of Merger, dated as of December 13, 2015 (the "Merger Agreement"), by and among the Company, Newell Rubbermaid Inc., a Delaware corporation ("Parent"), and the other parties signatories thereto, pursuant to which, subject to the terms and conditions contained in the Merger Agreement, the Company will be merged with and into a wholly-owned subsidiary of Parent, immediately following which the Company will be merged with another wholly-owned subsidiary of Parent ("Successor Sub") and the surviving entity thereof will become a wholly-owned subsidiary of Parent (the "Merger");

WHEREAS, the Merger will constitute a "Change in Control" as such term is defined in the Jarden Corporation 2013 Stock Incentive Plan (the "Plan") and shall be deemed by the Parties as such for all purposes, including with regard to any equity and other benefit plans of the Company in which Executive is a participant;

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, the Company will enter into this Agreement with Executive for the protection of the business and goodwill of Parent and its subsidiaries after the Merger; Executive will receive substantial consideration in exchange for his shares and others equity interests in the Company (including accelerated equity interests as a result of the Change in Control); Parent and its subsidiaries shall succeed to all of the business, property, assets and goodwill of the Company and its subsidiaries; Executive will agree to the noncompetition, confidentiality and other restrictive covenants herein for the protection of the business, property, assets and goodwill of Parent and its subsidiaries after the Merger, including their legitimate business interests in trade secrets and other confidential information and valuable customer and employee relationships; and Executive and the Company mutually agree that Executive's employment will terminate on the consummation of the Merger; and

WHEREAS, the Parties wish to settle their mutual rights and obligations arising from such separation from employment subject to the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. **Reserved**.

2. **Termination of Employment**.

(a) Executive's employment with the Company shall terminate on the date on which the Merger is consummated pursuant to the Merger Agreement (the "Separation Date"). As of the Separation Date, Executive shall resign from and no longer be an employee, officer, director and/or manager (or any equivalent position) of the Company or any subsidiaries or affiliates thereof, and Executive agrees he shall execute all documents reasonably necessary to effect such resignations. The Parties hereby agree that for purposes of this Agreement, any other agreement between the Company and the Executive, and any equity and other benefit plans in which Executive is a participant, including the Plan, Executive's termination of employment will be treated as a "Termination Without Cause" in connection with a Change in Control, and that any notice period that may be required to be provided under any other agreement is hereby waived.

(b) The Parties agree that until the Separation Date, Executive shall continue to serve as Executive Vice President - Finance and Chief Financial Officer of the Company.

(c) If the Merger Agreement is terminated without the Merger having been consummated, this Agreement shall terminate and the Parties' rights and obligations hereunder shall be null and void *ab initio* and the provisions of any agreement between the Company and the Executive shall continue to be in full force and effect in accordance with its terms without reference to this Agreement.

3. **Separation Payments and Benefits**. In addition to the substantial consideration Executive will receive in connection with the Merger, and subject to Executive's execution of a general release of claims in favor of the Company in the form attached hereto as Exhibit A (the "Release"), which Release is not revoked and becomes effective by its terms within sixty (60) days after the Separation Date, the Company shall provide Executive with the following compensation and benefits no later than five (5) business days after the Effective Date (as defined in the Release) and no later than sixty (60) days after the Separation Date, except as specifically provided otherwise herein:

(a) Earned Salary and Accrued Benefits. The Company shall pay Executive all salary earned, but unpaid, for services rendered to the Company on or prior to the Separation Date in a lump sum on the Separation Date (or the next payroll date thereafter) and all other accrued or vested benefits through the Separation Date in accordance with the terms of each applicable plan, program or policy.

(b) Annual Bonus. The Parties agree that Executive has already been paid the full amount of his annual bonus for 2015.

(c) Severance Payment. The Company shall pay Executive a severance payment in a total gross amount of $2,400,000.00 in a lump sum.

(d) Other Benefits. In accordance with the Company's various benefit plans and policies applicable to Executive, the Company shall pay Executive a total gross amount of $33,456.00, in respect of historical benefits including: rights with respect to life and long-term disability policies; health insurance policies; HSA savings accounts; 401(k) plans and other financial benefits.

(e) Vesting of Stock Awards. In accordance with the terms of the applicable grant agreements and related equity plans, the balance of any unvested restricted shares of common stock of the Company, par value $0.01 per share ("Common Stock"), granted to Executive and currently outstanding, but not yet vested, shall fully vest on the Separation Date and will thereafter be freely transferable (subject to any restrictions under applicable securities law or the Company's insider trading policy for senior executives).

(f) Acceleration of Stock Awards. In consideration for the increase in duration of the noncompetition, confidentiality and other covenants contained in this Agreement that are longer than the Company's standard duration for such covenants, immediately prior to the consummation of the Merger, the Company shall issue Executive 25,000 restricted shares of Common Stock representing the number of restricted shares of Common Stock that would have been issued to Executive in 2017 (the "2017 Accelerated Shares") and an additional 25,000 restricted shares of Common Stock representing the number of restricted shares of Common Stock that would have been issued to Executive in 2018 (the "2018 Accelerated Shares" and together with the 2017 Accelerated Shares, the "Accelerated Shares"), in each case pursuant to grant agreements as approved by the Company's Compensation Committee. Upon consummation of the Merger, the Accelerated Shares shall fully vest.

4. **Confidentiality**. (For purposes of this Section 4, all references to the Company shall be deemed to include the Company's subsidiary corporations.)

(a) Confidential Information. The Executive acknowledges that he will have knowledge of, and access to, proprietary and confidential information of the Company, including, without limitation, inventions, trade secrets, technical information, know-how, plans, specifications, methods of operations, financial and marketing information and the identity of customers and suppliers (collectively, the "Confidential Information"), and that such information, even though it may be contributed, developed or acquired by the Executive, constitutes valuable, special and unique assets of the Company developed at great expense which are the exclusive property of the Company. Accordingly, the Executive shall not, either before or after the Separation Date, use, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity, any of the Confidential Information without the prior written consent of the Company, except to responsible officers and employees of the Company and other responsible persons who are in a contractual or fiduciary relationship with the Company and who have a need for such information for purposes in the best interests of the Company, and except for such information which is or becomes of general public knowledge from authorized sources other than the Executive. The Executive acknowledges that the Company would not enter into this Agreement without the assurance that all such confidential and proprietary information will be used for the exclusive benefit of the Company.

(b) Return of Confidential Information. Upon the termination of Executive's employment with the Company, the Executive shall promptly deliver to the Company all drawings, manuals, letters, notes, notebooks, reports and copies thereof and all other materials relating to the Company's business.

5. **Noncompetition**. (For purposes of this Section 5, all references to the Company shall be deemed to include the Company's subsidiary corporations). During the term set forth below, the Executive will not utilize his special knowledge of the business of the Company and his relationships with customers and suppliers of the Company to compete with the Company. In consideration of the compensation and benefits Executive shall receive in connection with the transactions contemplated by the Merger Agreement and as provided in Section 3 of this Agreement, for a period of four (4) years after the Separation Date, the Executive shall not engage, directly or indirectly or have an interest, directly or indirectly, anywhere in the United States of America or any other geographic area where the Company does business or in which its products are marketed, alone or in association with others, as principal, officer, agent, employee, capital, lending of money or property, rendering of services or otherwise, in any business directly competitive with or similar to that engaged in by the Company (it being understood hereby, that the ownership by the Executive of 2% or less of the stock of any company listed on a national securities exchange shall not be deemed a violation of this Section 5). During the same period, the Executive shall not, and shall not permit any of his employees, agents or others under his control to, directly or indirectly, on behalf of himself for any other person, (i) call upon, accept business from, or solicit the business of any person who is, or who had been at any time during the preceding two years, a customer of the Company or any successor to the business of the Company, or otherwise divert or attempt to divert any business from the Company or any such successor, or (ii) directly or indirectly recruit or otherwise solicit or induce any person who is an employee of, or otherwise engaged by, the Company or any successor to the business of the Company to terminate his or her employment or other relationship with the Company or such successor.

6. **Remedies.** Executive agrees that in view of the substantial consideration that he will receive in connection with the Merger and the compensation and benefits he will receive pursuant to this Agreement, including but not limited to the grant of the Accelerated Shares, the covenants and restrictions provided in Sections 4 and 5 hereof are fair, reasonable and enforceable in scope and duration, including the extension of the duration of the covenants and restrictions in Section 5, to protect the legitimate interests of the Company and that these restrictions are designed for the reasonable protection of the Company's business and trade secrets. Executive acknowledges and agrees that he has received fair and adequate consideration for the extended non-competition provision, including in the form of the Accelerated Shares which shall fully vest upon the consummation of the Merger and be sold in connection with the Merger. The Executive acknowledges that the Company would be irreparably harmed and that monetary damages would not provide an adequate remedy in the event of a breach of the provisions of Sections 4 and 5. Accordingly, the Executive agrees that, in addition to any other remedies available to the Company, the Company shall be entitled to seek injunctive and other equitable relief to secure the enforcement of these provisions. Furthermore, if Executive breaches any of the covenants contained in Sections 4 and 5 of this Agreement, then the Company or its successor shall be entitled to recover from Executive, and Executive shall be required to pay, (a) the value as of the vesting date of the quantity of Accelerated Shares released by the Company to or for Executive's account on or after such vesting date, and (b) $1,999,200, which is the value as of the vesting date of 20,317 restricted shares released by the Company to or for Executive's account on December 31, 2015. If any provisions of Sections 4, 5 or 6 relating to the time period, scope of activities or geographic area of restrictions is declared by a court of competent jurisdiction to exceed the maximum permissible time period, scope of

activities or geographic area, as the case may be, the invalid or unenforceable provisions shall be deemed amended (with respect only to the jurisdiction in which such adjudication is made) in such manner as to render them enforceable and to effectuate as nearly as possible the original intentions and agreement of the Parties.

7. **Miscellaneous**.

(a) Section 409A Compliance.

i) General. It is the intention of both the Company and the Executive that the benefits and rights to which the Executive could be entitled pursuant to this Agreement and any other agreement between the Company and the Executive (together, the "Agreements") comply with Section 409A of the Code and the Treasury Regulations and other guidance promulgated or issued thereunder ("Section 409A"), to the extent that the requirements of Section 409A are applicable thereto, and the provisions of the Agreements shall be construed in a manner consistent with that intention. If the Executive or the Company believes, at any time, that any such benefit or right that is subject to Section 409A does not so comply, it shall promptly advise the other and shall negotiate reasonably and in good faith to amend the terms of such benefits and rights such that they comply with Section 409A (with the most limited possible economic effect on the Executive and on the Company).

ii) Distributions on Account of Separation from Service. If and to the extent required to comply with Section 409A, no payment or benefit required to be paid under the Agreements on account of termination of the Executive's employment with the Company shall be made unless and until the Executive incurs a "separation from service" within the meaning of Section 409A.

iii) 6 Month Delay for Specified Employees.

(A) If the Executive is a "specified employee," then no payment or benefit that is payable on account of the Executive's "separation from service," as that term is defined for purposes of Section 409A, shall be made before the date that is six months after the Executive's "separation from service" (or, if earlier, the date of the Executive's death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A. Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

(B) For purposes of this provision, the Executive shall be considered to be a "specified employee" if, at the time of his separation from service, the Executive is a "key employee", within the meaning of Section 416(i) of the Code, of the Company (or any person or entity with whom the Company would be considered a single employer under Section 414(b) or Section 414(c) of the Code) any stock in which is publicly traded on an established securities market or otherwise.

iv) No Acceleration of Payments. Neither the Company nor the Executive, individually or in combination, may accelerate any payment or benefit that is subject

to Section 409A, except in compliance with Section 409A and the provisions of the Agreements, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

v) Treatment of Each Installment as a Separate Payment. For purposes of applying the provisions of Section 409A to the Agreements, each separately identified amount to which the Executive is entitled under the Agreements shall be treated as a separate payment. In addition, to the extent permissible under Section 409A, any series of installment payments under the Agreements shall be treated as a right to a series of separate payments.

vi) No Guaranty of 409A Compliance. Notwithstanding the foregoing, the Company does not make any representation to the Executive that the payments or benefits provided under the Agreements are exempt from, or satisfy, the requirements of Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless the Executive or any beneficiary of the Executive for any tax, additional tax, interest or penalties that the Executive or any beneficiary of the Executive may incur in the event that any provision of the Agreements, or any amendment or modification thereof, or any other action taken with respect thereto, is deemed to violate any of the requirements of Section 409A

(b) Withholding. All payments and benefits payable pursuant to this Agreement shall be subject to reduction by all applicable withholdings, offsets, social security and other federal, state and local taxes and deductions.

(c) Arbitration. Except in the event of the need for immediate equitable relief from a court of competent jurisdiction to prevent irreparable harm pending arbitration relief, and except for enforcement of a party's remedies to the extent such enforcement must be pursuant to court authorization or order under applicable law, any dispute or controversy arising under or in connection with this Agreement shall be resolved by confidential binding arbitration. This arbitration shall be held in Florida and except to the extent inconsistent with this Agreement, shall be conducted in accordance with the Expedited Employment Arbitration Rules of the American Arbitration Association then in effect at the time of the arbitration and otherwise in accordance with principles which would be applied by a court of law or equity. The arbitrator shall be selected by the Company and Executive; provided, that if within fifteen (15) business days of the date of request for arbitration, the Parties have not been able to make such selection, the dispute shall be heard by a panel of three arbitrators one appointed by each of the Parties and the third appointed by the other two arbitrators.

(d) Notices. Any notice required or desired to be delivered under this Agreement shall be in writing and shall be delivered personally, by courier service, by certified mail, return receipt requested, or by telecopy and shall be effective upon actual receipt by the party to which such notice shall be directed, and shall be addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

If to the Company:

Jarden Corporation
2381 Executive Center Drive
Boca Raton, FL 33431
Attn: Chief Operating Officer, Jarden Group

If to the Executive: To the address listed as Executive's principal residence in the Company's human resource records.

(e) Assignment. Except as provided under Section 7(f) hereof, neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party.

(f) Binding Effect. This Agreement shall be binding on, and shall inure to the benefit of, the Company and any person or entity that succeeds to the interest of the Company (regardless of whether such succession does or does not occur by operation of law) by reason of the sale of all or a portion of the Company's stock, a merger, consolidation or reorganization involving the Company or, unless the Company otherwise elects in writing, a sale of the assets of the business of the Company (or portion thereof) in which Executive performs a majority of his services. Without limiting the generality of the foregoing, this Agreement shall be binding on, and shall inure to the benefit of, Successor Sub if Successor Sub is the surviving entity in the Merger. Additionally, if the Company or any of its successors or assigns (including, but not limited to Successor Sub) (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity, then, and in each such case, proper provisions shall be made so that the successors and assigns of the Company shall assume all of the rights and obligations set forth in this Agreement. This Agreement shall also inure to the benefit of Executive's heirs, executors, administrators and legal representatives.

(g) Construction. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement between the Company and the Executive, the provisions of this Agreement shall control.

(h) Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to the conflicts of law principles thereof.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Signature by facsimile or PDF shall be treated as an original signature and has the same binding legal effect.

(j) Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

(k) Entire Agreement. This Agreement and the terms of any other agreement between the Company and the Executive that are incorporated by reference herein, constitute the entire agreement between the Parties hereto with respect to the matters referred to herein. No other agreement relating to the matters referred to herein shall be binding between the Parties.

There are no promises, representations, inducements or statements between the Parties other than those that are expressly contained in this Agreement and the specific provisions of any other agreement between the Company and the Executive that are expressly incorporated by reference herein. Executive acknowledges that he is entering into this Agreement of his own free will and accord, and with no duress, that he has read this Agreement and that he understands it and its legal consequences and has been advised to consult with an attorney before executing this Agreement.

(l) Amendments. This Agreement may not be altered, modified or amended except by a written instrument signed by each of the Parties hereto.

(m) Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby, and as to any provisions deemed to be invalid, illegal or unenforceable, any such provisions shall be modified and enforced by a court or arbitrator(s) as nearly as possible to the original terms and intent to eliminate such inability, illegality or unenforceability.

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IN WITNESS WHEREOF, the Parties have signed this Separation Agreement as of the Effective Date.

Company:

JARDEN CORPORATION

/s/ John E. Capps

Name: John E. Capps
Title: Executive Vice President — Administration, General Counsel and Secretary

Executive:

/s/ Alan W. LeFevre

Alan W. LeFevre

Exhibit A

General Release of Claims

This General Release of Claims ("Release") is entered into by Alan W. LeFevre (the "Releasor") as of the Effective Date (as defined herein).

In consideration of the compensation and benefits received by the Releasor pursuant to that certain Separation Agreement, dated as of the Effective Date, between Jarden Corporation (the "Company") and the Releasor (the "Separation Agreement"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Releasor, for himself and for his affiliates, distributees, legal and personal representatives, successors and assigns (collectively, the "Releasor Parties") does hereby release, acquit and forever discharge the Company and its subsidiaries, affiliates and successors, and each of their respective officers, directors, managers, members, shareholders, attorneys, benefit administrators, agents and employees (collectively, the "Released Parties") from, against and in respect of any and all claims, counterclaims, demands, debts, dues, sums of money, bonds, bills, specialties, actions, causes of action, suits, contracts, covenants, controversies, agreements, obligations, reckonings, promises, variances, accounts, defenses, offsets, deductions, trespasses, damages, judgments, extents, executions and liabilities of any kind of character whatsoever (collectively, "Claims"), known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, including such claims and defenses as fraud, mistake, duress and usury, which any or all of the Releasor Parties or their respective heirs, personal representatives, successors and assigns ever had, now have, or might hereafter have against any or all of the Released Parties, jointly or severally, for, upon or by reason of any matter, cause or thing whatsoever occurring from the beginning of the world to the date hereof, including without limitation the Releasor's employment with any of the Released Parties; the Releasor's compensation, wages, insurance coverage and benefits of any kind; federal, state or local statute or regulation including Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991 and 1871, the Americans with Disabilities Act, Age Discrimination in Employment Act, Family & Medical Leave Act, Fair Labor Standards Act, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act, and all state and local human rights, discrimination and employment laws and regulations; and any and all claims arising under common law, whether in contract or in tort under the laws of any state; provided, however, that excluded from the scope of this Release are (i) any and all Claims that the Releasor Parties may have against the Released Parties arising under the Separation Agreement (including those benefits and rights referred to in Section 3 of the Separation Agreement); (ii) any Claim for indemnification the Releasor may have under applicable laws, under the applicable constituent documents (including bylaws and certificates of incorporation or other similar organizational documents) of any of the Company and its subsidiaries, under any applicable insurance policy any of the Company and its subsidiaries may maintain, or any under any other agreement with the Company or any of its subsidiaries, with respect to any liability, costs or expenses the Releasor incurs or has incurred as a director, officer or employee of any of the Company and its subsidiaries; (iii) any Claim the Releasor may have to obtain contribution as permitted by law in the event of entry of judgment against the Releasor as a result of any act or failure to act for which the Releasor and any of the Company or its subsidiaries are jointly liable; (iv) any Claim that arises after the date of this Release; and (v) the Releasor's right to file a charge or complaint with the U.S. Equal Employment Opportunity

Commission (the "EEOC") or similar federal or state agency, or his ability to participate in an EEOC investigation or proceeding conducted by such agency, except the Releasor agrees and understands that he will not seek or accept any personal relief including, but not limited to, an award of monetary damages or reinstatement to employment, in connection with such a charge or claims.

The Releasor acknowledges and agrees that the Releasor has either consulted with counsel of his choosing or has had the opportunity to consult with counsel of his choosing and has waived such opportunity, that the Releasor has been advised to do so, that the Releasor has carefully read and fully understands all of the provisions of this Release, and that the Releasor is voluntarily entering into this Release.

This Release shall be governed by and construed in accordance with federal law and the laws of the State of Delaware applicable to agreements made and performed in such state and without regard to conflicts of law doctrines.

This Release may be signed by facsimile or PDF which shall be treated in all manner and respects as an original signature and with the same binding legal effect.

Executive has been given 21 days to consider the terms of this Release and the Separation Agreement, and has been advised to consult with an attorney prior to signing this Release and the Separation Agreement. Executive may sign this Release and the Separation Agreement prior to the expiration of the 21 day period. However, under no circumstances may the Executive sign the Release and Separation Agreement prior to the Separation Date, and any signing of the Release and Separation Agreement prior to the Separation Date shall render the Release and the Separation Agreement null, void and of no effect. Executive further acknowledges and agrees that he will receive in the Separation Agreement consideration in addition to any benefits to which he is otherwise entitled in exchange for the waiver and release of actual or potential claims described in this Release, including but not limited to claims arising under the Age Discrimination in Employment Act. Executive may, by written notice delivered to the Chief Operating Officer of the Company, revoke this Release at any time within the seven-day period following Executive's signing of this Release (the "Revocation Period"). This Release shall not become effective or enforceable, and the Company shall not have incurred any obligations pursuant to the Separation Agreement, until the eighth day after the Executive signs this Release and the Separation Agreement provided that Executive has not revoked this Release during the Revocation Period (the "Effective Date").

Releasor:

/s/ Alan W. LeFevre
Alan W. LeFevre

Date: April 15, 2016

JARDEN CORPORATION 2013 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR

MARTIN FRANKLIN

1. ***Award of Restricted Stock.*** Jarden Corporation (the "Company") hereby grants, as of April 13, 2016 (the "Date of Grant"), to Martin Franklin (the "Recipient"), 375,000 restricted shares of the Company's common stock, par value $0.01 per share (collectively the "Restricted Stock"). The Restricted Stock shall be subject to the terms, provisions and restrictions set forth in this Agreement and the Jarden Corporation 2013 Stock Incentive Plan (the "Plan"), which is incorporated herein for all purposes. As a condition to entering into this Agreement, and as a condition to the issuance of any Shares (or any other securities of the Company), the Recipient agrees to be bound by all of the terms and conditions herein and in the Plan. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. ***Vesting of Restricted Stock.***

(a) ***Performance Conditions.*** The shares of Restricted Stock shall become vested on the last day (such date, the "Vesting Date") of any five consecutive trading day period ending on or after January 1, 2017 during which the average closing price of the Shares on the New York Stock Exchange (or such other securities exchange on which the Shares may then be traded) equals or exceeds 105% of the closing price of a Share on the New York Stock Exchange (or such other securities exchange in which the Shares then may be traded) on December 31, 2016, provided that the Vesting Date must occur, if at all, prior to the fifth anniversary of the Date of Grant.

In the event that a Change of Control occurs during the Recipient's Continuous Service, unless the Company is the surviving entity in the Change of Control and the Restricted Stock Award continues to be outstanding after the Change of Control of the Company on substantially the same terms and conditions as were applicable immediately prior to the Change of Control, then the shares of Restricted Stock subject to this Agreement shall automatically and without any action on the part of the Recipient, shall become fully vested immediately prior to the Change in Control.

(b) ***Definitions.*** For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) "*Non-Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that has not become vested pursuant to this Section 2.

(ii) "*Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that is and has become vested pursuant to this Section 2.

3. ***Delivery of Restricted Stock.***

(a) ***Issuance of Stock Certificates and Legends.*** One or more stock certificates evidencing the Restricted Stock shall be issued in the name of the Recipient but shall be held and

retained by the Company until the date (the "Applicable Date") on which the Shares (or a portion thereof) subject to this Restricted Stock award become Vested Shares pursuant to Section 2 hereof, subject to the provisions of Section 4 hereof. All such stock certificates shall bear the following legend, along with such other legends that the Board or the Committee shall deem necessary and appropriate or which are otherwise required or indicated pursuant to any applicable stockholders agreement:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SUBSTANTIAL VESTING AND OTHER RESTRICTIONS AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES, AND INCLUDE VESTING CONDITIONS WHICH MAY RESULT IN THE COMPLETE FORFEITURE OF THE SHARES.

(b) ***Stock Powers.*** The Recipient shall deposit with the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature(s) guaranteed, corresponding to each certificate representing shares of Restricted Stock until such shares become Vested Shares. If the Recipient shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, the Recipient hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact, with full power of appointment and substitution, to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company.

(c) ***Delivery of Stock Certificates.*** On or after each Applicable Date, upon written request to the Company by the Recipient, the Company shall promptly cause a new certificate or certificates to be issued for and with respect to all shares that become Vested Shares on that Applicable Date, which certificate(s) shall be delivered to the Recipient as soon as administratively practicable after the date of receipt by the Company of the Recipient's written request. The new certificate or certificates shall continue to bear those legends and endorsements that the Company shall deem necessary or appropriate (including those relating to restrictions on transferability and/or obligations and restrictions under the Securities Laws).

(d) ***Issuance without Certificates.*** If the Company is authorized to issue Shares without certificates, then the Company may, in the discretion of the Committee, issue Shares pursuant to this Agreement without certificates, in which case any references in this Agreement to certificates shall instead refer to whatever evidence may be issued to reflect the Recipient's ownership of the Shares subject to the terms and conditions of this Agreement.

4. ***Non-Forfeiture of Non-Vested Shares.*** If the Recipient's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Termination for Cause (as defined in the Employment Agreement), any Shares of Restricted Stock that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof or pursuant to

the Employment Agreement as a result of such termination, shall not be forfeited but shall continue to remain outstanding and subject to the terms of this Agreement as if Recipient's Continuous Service with the Company had continued. Vested Shares shall not be subject to forfeiture, cancellation or reimbursement.

5. ***Clawback.*** The Recipient's rights with respect to the Shares of Restricted Stock granted pursuant to this Agreement are subject to and conditioned upon the Recipient's compliance with the noncompetition, confidentiality and other covenants contained in any employment agreement or other agreement between the Company and the Recipient (the "Employee Agreement"), including with respect to specified non-competition covenants through the fourth anniversary of the date on which the Recipient's Continuous Service terminates for any reason. In addition to the terms and remedies set forth in any Employee Agreement, if Recipient breaches any of the foregoing covenants contained in any Employee Agreement, then the Company or its successor shall be entitled to recover from Recipient, and Recipient shall be required to pay, the Fair Market Value on the applicable vesting date of the quantity of Shares of Restricted Stock that were released to the Recipient on or after that vesting date.

6. ***Rights with Respect to Restricted Stock.***

(a) ***General.*** Except as otherwise provided in this Agreement, the Recipient shall have, with respect to all of the shares of Restricted Stock, whether Vested Shares or Non-Vested Shares, all of the rights of a holder of shares of common stock of the Company, including without limitation (i) the right to vote such Restricted Stock, (ii) the right to receive dividends, if any, as may be declared on the Restricted Stock from time to time, and (iii) the rights available to all holders of shares of common stock of the Company upon any merger, consolidation, reorganization, liquidation or dissolution, stock split-up, stock dividend or recapitalization undertaken by the Company; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Agreement (including without limitation conditions under which all such rights shall be forfeited). Any Shares or other property issued to the Recipient as a dividend with respect to shares of Restricted Stock shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed. In addition, notwithstanding any provision to the contrary herein, any cash dividends declared with respect to shares of Restricted Stock subject to this Agreement shall be held in escrow by the Committee until such time as the shares of Restricted Stock that such cash dividends are attributed to shall become Vested Shares, and in the event that such shares of Restricted Stock are subsequently forfeited, the cash dividends attributable to such portion shall be forfeited as well.

(b) ***Adjustments to Shares.*** If at any time while this Agreement is in effect (or Shares granted hereunder shall be or remain unvested), there shall be any increase or decrease in the number of issued and outstanding Shares of the Company through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination or exchange of such Shares, then and in that event, the Board or the Committee shall make any adjustments it deems fair and appropriate, in view of such change, in the number of shares of Restricted Stock then subject to this Agreement. If any such adjustment shall result in a fractional Share, such fraction shall be disregarded.

(c) ***No Restrictions on Certain Transactions.*** Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding Restricted Stock awarded hereunder, shall not affect in any manner the right, power or authority of the Company to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company; (iii) any offer, issue or sale by the Company of any capital stock of the Company, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Restricted Stock and/or that would include, have or possess other rights, benefits and/or preferences superior to those that the Restricted Stock includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

7. ***Transferability.*** Unless otherwise determined by the Committee, the shares of Restricted Stock are not transferable unless and until they become Vested Shares in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Recipient. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any shares of Restricted Stock prior to the date on which the shares become Vested Shares shall be void *ab initio*. For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

8. ***Tax Matters; Section 83(b) Election.***

(a) ***Section 83(b) Election.*** The Recipient may elect, within thirty (30) days of the Date of Grant, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value (as of the Date of Grant) of the Restricted Stock pursuant to Section 83(b) of the Code (the "Section 83(b) Election"). If the Recipient properly makes the Section 83(b) Election, the Recipient shall provide a copy of the statement making the Section 83(b) Election to the Company on or before the date on which the statement making the Section 83(b) Election is filed with the Internal Revenue Service and the Recipient shall make arrangements satisfactory to the Company to pay to the Company any federal, state or local income taxes required to be withheld with respect to the Restricted Stock. If the Recipient shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be issued to the Recipient under this Agreement) otherwise due to the Recipient any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) ***No Section 83(b) Election.*** If the Recipient does not properly make the Section 83(b) Election, the Recipient shall, no later than the date or dates as of which the restrictions referred to in this Agreement hereof shall lapse, pay to the Company, or make

arrangements satisfactory to the Committee for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock (including without limitation the vesting thereof), and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be distributed to the Recipient under this Agreement) otherwise due to Recipient any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(c) ***Satisfaction of Withholding Requirements.*** The Recipient may satisfy the withholding requirements with respect to the Restricted Stock pursuant to any one or combination of the following methods:

(i) payment in cash; or

(ii) payment by surrendering unrestricted previously held Shares which have a value equal to the required withholding amount or the withholding of Shares that otherwise would be deliverable to the Recipient pursuant to this Award. The Recipient may surrender Shares either by attestation or by delivery of a certificate or certificates for shares duly endorsed for transfer to the Company, and if required with medallion level signature guarantee by a member firm of a national stock exchange, by a national or state bank (or guaranteed or notarized in such other manner as the Committee may require).

(d) ***Recipient's Responsibilities for Tax Consequences.*** Tax consequences on the Recipient (including without limitation federal, state, local and foreign income tax consequences) with respect to the Restricted Stock (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of a Section 83(b) Election, and the Recipient's filing, withholding and payment (or tax liability) obligations.

9. ***Amendment, Modification & Assignment.*** This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Recipient's rights hereunder) may not be assigned, and the obligations of Recipient hereunder may not be delegated, in whole or in part. The Company may assign any of its rights under this Agreement. The rights and obligations created hereunder shall be binding on the Recipient and his heirs and legal representatives and on the successors and assigns of the Company.

10. ***Complete Agreement.*** This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

11. ***Miscellaneous.***

(a) ***No Right to (Continued) Employment or Service.*** This Agreement and the grant of Restricted Stock hereunder shall not confer, or be construed to confer, upon the Recipient any right to employment or service, or continued employment or service, with the Company or any Related Entity.

(b) ***No Limit on Other Compensation Arrangements.*** Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

(c) ***Severability.*** If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of Restricted Stock hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).

(d) ***No Trust or Fund Created.*** Neither this Agreement nor the grant of Restricted Stock hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) ***Law Governing.*** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).

(f) ***Interpretation.*** The Recipient accepts the Restricted Stock subject to all of the terms, provisions and restrictions of this Agreement and the Plan. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

(g) ***Headings.*** Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.

(h) ***Notices.*** Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 2381 NW Executive Center Drive, Boca Raton, Florida 33431, or if the Company should move its principal office, to such principal office, and, in the case of the Recipient, to the Recipient's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

(i) ***Non-Waiver of Breach.*** The waiver by any party hereto of the other party's prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.

(j) ***Counterparts.*** This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first written above.

JARDEN CORPORATION:

By: /s/ John E. Capps
Name: John E. Capps
Title: EVP Administration, General Counsel & Secretary

Agreed and Accepted:

RECIPIENT:

By: /s/ Martin Franklin
Martin Franklin

JARDEN CORPORATION 2013 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR

MARTIN FRANKLIN

1. ***Award of Restricted Stock.*** Jarden Corporation (the "Company") hereby grants, as of April 13, 2016 (the "Date of Grant"), to Martin Franklin (the "Recipient"), 368,421 restricted shares of the Company's common stock, par value $0.01 per share (collectively the "Restricted Stock"). The Restricted Stock shall be subject to the terms, provisions and restrictions set forth in this Agreement and the Jarden Corporation 2013 Stock Incentive Plan (the "Plan"), which is incorporated herein for all purposes. As a condition to entering into this Agreement, and as a condition to the issuance of any Shares (or any other securities of the Company), the Recipient agrees to be bound by all of the terms and conditions herein and in the Plan. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. ***Vesting of Restricted Stock.***

(a) ***Performance Conditions.*** The shares of Restricted Stock shall become vested on the last day (such date, the "Vesting Date") of any five consecutive trading day period ending on or after January 1, 2018 during which the average closing price of the Shares on the New York Stock Exchange (or such other securities exchange on which the Shares may then be traded) equals or exceeds 105% of the closing price of a Share on the New York Stock Exchange (or such other securities exchange in which the Shares then may be traded) on December 31, 2017, provided that the Vesting Date must occur, if at all, prior to the fifth anniversary of the Date of Grant.

In the event that a Change of Control occurs during the Recipient's Continuous Service, unless the Company is the surviving entity in the Change of Control and the Restricted Stock Award continues to be outstanding after the Change of Control of the Company on substantially the same terms and conditions as were applicable immediately prior to the Change of Control, then the shares of Restricted Stock subject to this Agreement shall automatically and without any action on the part of the Recipient, shall become fully vested immediately prior to the Change in Control.

(b) ***Definitions***. For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) "*Non-Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that has not become vested pursuant to this Section 2.

(ii) "*Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that is and has become vested pursuant to this Section 2.

3. ***Delivery of Restricted Stock***.

(a) ***Issuance of Stock Certificates and Legends***. One or more stock certificates evidencing the Restricted Stock shall be issued in the name of the Recipient but shall be held and

retained by the Company until the date (the "Applicable Date") on which the Shares (or a portion thereof) subject to this Restricted Stock award become Vested Shares pursuant to Section 2 hereof, subject to the provisions of Section 4 hereof. All such stock certificates shall bear the following legend, along with such other legends that the Board or the Committee shall deem necessary and appropriate or which are otherwise required or indicated pursuant to any applicable stockholders agreement:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SUBSTANTIAL VESTING AND OTHER RESTRICTIONS AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES, AND INCLUDE VESTING CONDITIONS WHICH MAY RESULT IN THE COMPLETE FORFEITURE OF THE SHARES.

(b) ***Stock Powers***. The Recipient shall deposit with the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature(s) guaranteed, corresponding to each certificate representing shares of Restricted Stock until such shares become Vested Shares. If the Recipient shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, the Recipient hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact, with full power of appointment and substitution, to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company.

(c) ***Delivery of Stock Certificates***. On or after each Applicable Date, upon written request to the Company by the Recipient, the Company shall promptly cause a new certificate or certificates to be issued for and with respect to all shares that become Vested Shares on that Applicable Date, which certificate(s) shall be delivered to the Recipient as soon as administratively practicable after the date of receipt by the Company of the Recipient's written request. The new certificate or certificates shall continue to bear those legends and endorsements that the Company shall deem necessary or appropriate (including those relating to restrictions on transferability and/or obligations and restrictions under the Securities Laws).

(d) ***Issuance without Certificates***. If the Company is authorized to issue Shares without certificates, then the Company may, in the discretion of the Committee, issue Shares pursuant to this Agreement without certificates, in which case any references in this Agreement to certificates shall instead refer to whatever evidence may be issued to reflect the Recipient's ownership of the Shares subject to the terms and conditions of this Agreement.

4. ***Non-Forfeiture of Non-Vested Shares***. If the Recipient's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Termination for Cause (as defined in the Employment Agreement), any Shares of Restricted Stock that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof or pursuant to

the Employment Agreement as a result of such termination, shall not be forfeited but shall continue to remain outstanding and subject to the terms of this Agreement as if Recipient's Continuous Service with the Company had continued. Vested Shares shall not be subject to forfeiture, cancellation or reimbursement.

5. ***Clawback***. The Recipient's rights with respect to the Shares of Restricted Stock granted pursuant to this Agreement are subject to and conditioned upon the Recipient's compliance with the noncompetition, confidentiality and other covenants contained in any employment agreement or other agreement between the Company and the Recipient (the "Employee Agreement"), including with respect to specified non-competition covenants through the fourth anniversary of the date on which the Recipient's Continuous Service terminates for any reason. In addition to the terms and remedies set forth in any Employee Agreement, if Recipient breaches any of the foregoing covenants contained in any Employee Agreement, then the Company or its successor shall be entitled to recover from Recipient, and Recipient shall be required to pay, the Fair Market Value on the applicable vesting date of the quantity of Shares of Restricted Stock that were released to the Recipient on or after that vesting date.

6. ***Rights with Respect to Restricted Stock***.

(a) ***General***. Except as otherwise provided in this Agreement, the Recipient shall have, with respect to all of the shares of Restricted Stock, whether Vested Shares or Non-Vested Shares, all of the rights of a holder of shares of common stock of the Company, including without limitation (i) the right to vote such Restricted Stock, (ii) the right to receive dividends, if any, as may be declared on the Restricted Stock from time to time, and (iii) the rights available to all holders of shares of common stock of the Company upon any merger, consolidation, reorganization, liquidation or dissolution, stock split-up, stock dividend or recapitalization undertaken by the Company; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Agreement (including without limitation conditions under which all such rights shall be forfeited). Any Shares or other property issued to the Recipient as a dividend with respect to shares of Restricted Stock shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed. In addition, notwithstanding any provision to the contrary herein, any cash dividends declared with respect to shares of Restricted Stock subject to this Agreement shall be held in escrow by the Committee until such time as the shares of Restricted Stock that such cash dividends are attributed to shall become Vested Shares, and in the event that such shares of Restricted Stock are subsequently forfeited, the cash dividends attributable to such portion shall be forfeited as well.

(b) ***Adjustments to Shares***. If at any time while this Agreement is in effect (or Shares granted hereunder shall be or remain unvested), there shall be any increase or decrease in the number of issued and outstanding Shares of the Company through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination or exchange of such Shares, then and in that event, the Board or the Committee shall make any adjustments it deems fair and appropriate, in view of such change, in the number of shares of Restricted Stock then subject to this Agreement. If any such adjustment shall result in a fractional Share, such fraction shall be disregarded.

(c) ***No Restrictions on Certain Transactions***. Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding Restricted Stock awarded hereunder, shall not affect in any manner the right, power or authority of the Company to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company; (iii) any offer, issue or sale by the Company of any capital stock of the Company, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Restricted Stock and/or that would include, have or possess other rights, benefits and/or preferences superior to those that the Restricted Stock includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

7. ***Transferability***. Unless otherwise determined by the Committee, the shares of Restricted Stock are not transferable unless and until they become Vested Shares in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Recipient. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any shares of Restricted Stock prior to the date on which the shares become Vested Shares shall be void *ab initio*. For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

8. ***Tax Matters; Section 83(b) Election***.

(a) ***Section 83(b) Election***. The Recipient may elect, within thirty (30) days of the Date of Grant, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value (as of the Date of Grant) of the Restricted Stock pursuant to Section 83(b) of the Code (the "Section 83(b) Election"). If the Recipient properly makes the Section 83(b) Election, the Recipient shall provide a copy of the statement making the Section 83(b) Election to the Company on or before the date on which the statement making the Section 83(b) Election is filed with the Internal Revenue Service and the Recipient shall make arrangements satisfactory to the Company to pay to the Company any federal, state or local income taxes required to be withheld with respect to the Restricted Stock. If the Recipient shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be issued to the Recipient under this Agreement) otherwise due to the Recipient any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) ***No Section 83(b) Election***. If the Recipient does not properly make the Section 83(b) Election, the Recipient shall, no later than the date or dates as of which the restrictions referred to in this Agreement hereof shall lapse, pay to the Company, or make

arrangements satisfactory to the Committee for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock (including without limitation the vesting thereof), and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be distributed to the Recipient under this Agreement) otherwise due to Recipient any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(c) ***Satisfaction of Withholding Requirements***. The Recipient may satisfy the withholding requirements with respect to the Restricted Stock pursuant to any one or combination of the following methods:

(i) payment in cash; or

(ii) payment by surrendering unrestricted previously held Shares which have a value equal to the required withholding amount or the withholding of Shares that otherwise would be deliverable to the Recipient pursuant to this Award. The Recipient may surrender Shares either by attestation or by delivery of a certificate or certificates for shares duly endorsed for transfer to the Company, and if required with medallion level signature guarantee by a member firm of a national stock exchange, by a national or state bank (or guaranteed or notarized in such other manner as the Committee may require).

(d) ***Recipient's Responsibilities for Tax Consequences***. Tax consequences on the Recipient (including without limitation federal, state, local and foreign income tax consequences) with respect to the Restricted Stock (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of a Section 83(b) Election, and the Recipient's filing, withholding and payment (or tax liability) obligations.

9. ***Amendment, Modification & Assignment***. This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Recipient's rights hereunder) may not be assigned, and the obligations of Recipient hereunder may not be delegated, in whole or in part. The Company may assign any of its rights under this Agreement. The rights and obligations created hereunder shall be binding on the Recipient and his heirs and legal representatives and on the successors and assigns of the Company.

10. ***Complete Agreement***. This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

11. ***Miscellaneous***.

(a) ***No Right to (Continued) Employment or Service***. This Agreement and the grant of Restricted Stock hereunder shall not confer, or be construed to confer, upon the Recipient any right to employment or service, or continued employment or service, with the Company or any Related Entity.

(b) ***No Limit on Other Compensation Arrangements***. Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

(c) ***Severability***. If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of Restricted Stock hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).

(d) ***No Trust or Fund Created***. Neither this Agreement nor the grant of Restricted Stock hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) ***Law Governing***. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).

(f) ***Interpretation***. The Recipient accepts the Restricted Stock subject to all of the terms, provisions and restrictions of this Agreement and the Plan. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

(g) ***Headings***. Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.

(h) ***Notices***. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 2381 NW Executive Center Drive, Boca Raton, Florida 33431, or if the Company should move its principal office, to such principal office, and, in the case of the Recipient, to the Recipient's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

(i) ***Non-Waiver of Breach***. The waiver by any party hereto of the other party's prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.

(j) ***Counterparts***. This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first written above.

JARDEN CORPORATION:

By: /s/ John E. Capps
Name: John E. Capps
Title: EVP Administration, General Counsel & Secretary

Agreed and Accepted:

RECIPIENT:

By: /s/ Martin Franklin
Martin Franklin

JARDEN CORPORATION 2013 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR

IAN ASHKEN

1. ***Award of Restricted Stock.*** Jarden Corporation (the "Company") hereby grants, as of April 13, 2016 (the "Date of Grant"), to Ian Ashken (the "Recipient"), 168,750 restricted shares of the Company's common stock, par value $0.01 per share (collectively the "Restricted Stock"). The Restricted Stock shall be subject to the terms, provisions and restrictions set forth in this Agreement and the Jarden Corporation 2013 Stock Incentive Plan (the "Plan"), which is incorporated herein for all purposes. As a condition to entering into this Agreement, and as a condition to the issuance of any Shares (or any other securities of the Company), the Recipient agrees to be bound by all of the terms and conditions herein and in the Plan. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. ***Vesting of Restricted Stock.***

(a) ***Performance Conditions.*** The shares of Restricted Stock shall become vested on the last day (such date, the "Vesting Date") of any five consecutive trading day period ending on or after January 1, 2017 during which the average closing price of the Shares on the New York Stock Exchange (or such other securities exchange on which the Shares may then be traded) equals or exceeds 105% of the closing price of a Share on the New York Stock Exchange (or such other securities exchange in which the Shares then may be traded) on December 31, 2016, provided that the Vesting Date must occur, if at all, prior to the fifth anniversary of the Date of Grant.

In the event that a Change of Control occurs during the Recipient's Continuous Service, unless the Company is the surviving entity in the Change of Control and the Restricted Stock Award continues to be outstanding after the Change of Control of the Company on substantially the same terms and conditions as were applicable immediately prior to the Change of Control, then the shares of Restricted Stock subject to this Agreement shall automatically and without any action on the part of the Recipient, shall become fully vested immediately prior to the Change in Control.

(b) ***Definitions.*** For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) "*Non-Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that has not become vested pursuant to this Section 2.

(ii) "*Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that is and has become vested pursuant to this Section 2.

3. ***Delivery of Restricted Stock.***

(a) ***Issuance of Stock Certificates and Legends.*** One or more stock certificates evidencing the Restricted Stock shall be issued in the name of the Recipient but shall be held and

retained by the Company until the date (the "Applicable Date") on which the Shares (or a portion thereof) subject to this Restricted Stock award become Vested Shares pursuant to Section 2 hereof, subject to the provisions of Section 4 hereof. All such stock certificates shall bear the following legend, along with such other legends that the Board or the Committee shall deem necessary and appropriate or which are otherwise required or indicated pursuant to any applicable stockholders agreement:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SUBSTANTIAL VESTING AND OTHER RESTRICTIONS AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES, AND INCLUDE VESTING CONDITIONS WHICH MAY RESULT IN THE COMPLETE FORFEITURE OF THE SHARES.

(b) ***Stock Powers.*** The Recipient shall deposit with the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature(s) guaranteed, corresponding to each certificate representing shares of Restricted Stock until such shares become Vested Shares. If the Recipient shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, the Recipient hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact, with full power of appointment and substitution, to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company.

(c) ***Delivery of Stock Certificates.*** On or after each Applicable Date, upon written request to the Company by the Recipient, the Company shall promptly cause a new certificate or certificates to be issued for and with respect to all shares that become Vested Shares on that Applicable Date, which certificate(s) shall be delivered to the Recipient as soon as administratively practicable after the date of receipt by the Company of the Recipient's written request. The new certificate or certificates shall continue to bear those legends and endorsements that the Company shall deem necessary or appropriate (including those relating to restrictions on transferability and/or obligations and restrictions under the Securities Laws).

(d) ***Issuance without Certificates.*** If the Company is authorized to issue Shares without certificates, then the Company may, in the discretion of the Committee, issue Shares pursuant to this Agreement without certificates, in which case any references in this Agreement to certificates shall instead refer to whatever evidence may be issued to reflect the Recipient's ownership of the Shares subject to the terms and conditions of this Agreement.

4. ***Non-Forfeiture of Non-Vested Shares.*** If the Recipient's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Termination for Cause (as defined in the Employment Agreement), any Shares of Restricted Stock that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof or pursuant to

the Employment Agreement as a result of such termination, shall not be forfeited but shall continue to remain outstanding and subject to the terms of this Agreement as if Recipient's Continuous Service with the Company had continued. Vested Shares shall not be subject to forfeiture, cancellation or reimbursement.

5. ***Clawback.*** The Recipient's rights with respect to the Shares of Restricted Stock granted pursuant to this Agreement are subject to and conditioned upon the Recipient's compliance with the noncompetition, confidentiality and other covenants contained in any employment agreement or other agreement between the Company and the Recipient (the "Employee Agreement"), including with respect to specified non-competition covenants through the fourth anniversary of the date on which the Recipient's Continuous Service terminates for any reason. In addition to the terms and remedies set forth in any Employee Agreement, if Recipient breaches any of the foregoing covenants contained in any Employee Agreement, then the Company or its successor shall be entitled to recover from Recipient, and Recipient shall be required to pay, the Fair Market Value on the applicable vesting date of the quantity of Shares of Restricted Stock that were released to the Recipient on or after that vesting date.

6. ***Rights with Respect to Restricted Stock.***

(a) ***General.*** Except as otherwise provided in this Agreement, the Recipient shall have, with respect to all of the shares of Restricted Stock, whether Vested Shares or Non-Vested Shares, all of the rights of a holder of shares of common stock of the Company, including without limitation (i) the right to vote such Restricted Stock, (ii) the right to receive dividends, if any, as may be declared on the Restricted Stock from time to time, and (iii) the rights available to all holders of shares of common stock of the Company upon any merger, consolidation, reorganization, liquidation or dissolution, stock split-up, stock dividend or recapitalization undertaken by the Company; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Agreement (including without limitation conditions under which all such rights shall be forfeited). Any Shares or other property issued to the Recipient as a dividend with respect to shares of Restricted Stock shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed. In addition, notwithstanding any provision to the contrary herein, any cash dividends declared with respect to shares of Restricted Stock subject to this Agreement shall be held in escrow by the Committee until such time as the shares of Restricted Stock that such cash dividends are attributed to shall become Vested Shares, and in the event that such shares of Restricted Stock are subsequently forfeited, the cash dividends attributable to such portion shall be forfeited as well.

(b) ***Adjustments to Shares.*** If at any time while this Agreement is in effect (or Shares granted hereunder shall be or remain unvested), there shall be any increase or decrease in the number of issued and outstanding Shares of the Company through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination or exchange of such Shares, then and in that event, the Board or the Committee shall make any adjustments it deems fair and appropriate, in view of such change, in the number of shares of Restricted Stock then subject to this Agreement. If any such adjustment shall result in a fractional Share, such fraction shall be disregarded.

(c) ***No Restrictions on Certain Transactions.*** Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding Restricted Stock awarded hereunder, shall not affect in any manner the right, power or authority of the Company to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company; (iii) any offer, issue or sale by the Company of any capital stock of the Company, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Restricted Stock and/or that would include, have or possess other rights, benefits and/or preferences superior to those that the Restricted Stock includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

7. ***Transferability.*** Unless otherwise determined by the Committee, the shares of Restricted Stock are not transferable unless and until they become Vested Shares in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Recipient. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any shares of Restricted Stock prior to the date on which the shares become Vested Shares shall be void *ab initio*. For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

8. ***Tax Matters; Section 83(b) Election.***

(a) ***Section 83(b) Election.*** The Recipient may elect, within thirty (30) days of the Date of Grant, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value (as of the Date of Grant) of the Restricted Stock pursuant to Section 83(b) of the Code (the "Section 83(b) Election"). If the Recipient properly makes the Section 83(b) Election, the Recipient shall provide a copy of the statement making the Section 83(b) Election to the Company on or before the date on which the statement making the Section 83(b) Election is filed with the Internal Revenue Service and the Recipient shall make arrangements satisfactory to the Company to pay to the Company any federal, state or local income taxes required to be withheld with respect to the Restricted Stock. If the Recipient shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be issued to the Recipient under this Agreement) otherwise due to the Recipient any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) ***No Section 83(b) Election.*** If the Recipient does not properly make the Section 83(b) Election, the Recipient shall, no later than the date or dates as of which the restrictions referred to in this Agreement hereof shall lapse, pay to the Company, or make

arrangements satisfactory to the Committee for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock (including without limitation the vesting thereof), and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be distributed to the Recipient under this Agreement) otherwise due to Recipient any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(c) ***Satisfaction of Withholding Requirements.*** The Recipient may satisfy the withholding requirements with respect to the Restricted Stock pursuant to any one or combination of the following methods:

(i) payment in cash; or

(ii) payment by surrendering unrestricted previously held Shares which have a value equal to the required withholding amount or the withholding of Shares that otherwise would be deliverable to the Recipient pursuant to this Award. The Recipient may surrender Shares either by attestation or by delivery of a certificate or certificates for shares duly endorsed for transfer to the Company, and if required with medallion level signature guarantee by a member firm of a national stock exchange, by a national or state bank (or guaranteed or notarized in such other manner as the Committee may require).

(d) ***Recipient's Responsibilities for Tax Consequences.*** Tax consequences on the Recipient (including without limitation federal, state, local and foreign income tax consequences) with respect to the Restricted Stock (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of a Section 83(b) Election, and the Recipient's filing, withholding and payment (or tax liability) obligations.

9. ***Amendment, Modification & Assignment.*** This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Recipient's rights hereunder) may not be assigned, and the obligations of Recipient hereunder may not be delegated, in whole or in part. The Company may assign any of its rights under this Agreement. The rights and obligations created hereunder shall be binding on the Recipient and his heirs and legal representatives and on the successors and assigns of the Company.

10. ***Complete Agreement.*** This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

11. ***Miscellaneous.***

(a) ***No Right to (Continued) Employment or Service.*** This Agreement and the grant of Restricted Stock hereunder shall not confer, or be construed to confer, upon the Recipient any right to employment or service, or continued employment or service, with the Company or any Related Entity.

(b) ***No Limit on Other Compensation Arrangements.*** Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

(c) ***Severability.*** If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of Restricted Stock hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).

(d) ***No Trust or Fund Created.*** Neither this Agreement nor the grant of Restricted Stock hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) ***Law Governing.*** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).

(f) ***Interpretation.*** The Recipient accepts the Restricted Stock subject to all of the terms, provisions and restrictions of this Agreement and the Plan. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

(g) ***Headings.*** Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.

(h) ***Notices.*** Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 2381 NW Executive Center Drive, Boca Raton, Florida 33431, or if the Company should move its principal office, to such principal office, and, in the case of the Recipient, to the Recipient's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

(i) ***Non-Waiver of Breach.*** The waiver by any party hereto of the other party's prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.

(j) ***Counterparts.*** This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first written above.

JARDEN CORPORATION:

By: /s/ John E. Capps
Name: John E. Capps
Title: EVP Administration, General Counsel & Secretary

Agreed and Accepted:

RECIPIENT:

By: /s/ Ian Ashken
Ian Ashken

JARDEN CORPORATION 2013 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR

IAN ASHKEN

1. ***Award of Restricted Stock***. Jarden Corporation (the "Company") hereby grants, as of April 13, 2016 (the "Date of Grant"), to Ian Ashken (the "Recipient"), 165,690 restricted shares of the Company's common stock, par value $0.01 per share (collectively the "Restricted Stock"). The Restricted Stock shall be subject to the terms, provisions and restrictions set forth in this Agreement and the Jarden Corporation 2013 Stock Incentive Plan (the "Plan"), which is incorporated herein for all purposes. As a condition to entering into this Agreement, and as a condition to the issuance of any Shares (or any other securities of the Company), the Recipient agrees to be bound by all of the terms and conditions herein and in the Plan. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. ***Vesting of Restricted Stock***.

(a) ***Performance Conditions***. The shares of Restricted Stock shall become vested on the last day (such date, the "Vesting Date") of any five consecutive trading day period ending on or after January 1, 2018 during which the average closing price of the Shares on the New York Stock Exchange (or such other securities exchange on which the Shares may then be traded) equals or exceeds 105% of the closing price of a Share on the New York Stock Exchange (or such other securities exchange in which the Shares then may be traded) on December 31, 2017, provided that the Vesting Date must occur, if at all, prior to the fifth anniversary of the Date of Grant.

In the event that a Change of Control occurs during the Recipient's Continuous Service, unless the Company is the surviving entity in the Change of Control and the Restricted Stock Award continues to be outstanding after the Change of Control of the Company on substantially the same terms and conditions as were applicable immediately prior to the Change of Control, then the shares of Restricted Stock subject to this Agreement shall automatically and without any action on the part of the Recipient, shall become fully vested immediately prior to the Change in Control.

(b) ***Definitions***. For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) "*Non-Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that has not become vested pursuant to this Section 2.

(ii) "*Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that is and has become vested pursuant to this Section 2.

3. ***Delivery of Restricted Stock***.

(a) ***Issuance of Stock Certificates and Legends***. One or more stock certificates evidencing the Restricted Stock shall be issued in the name of the Recipient but shall be held and

retained by the Company until the date (the "Applicable Date") on which the Shares (or a portion thereof) subject to this Restricted Stock award become Vested Shares pursuant to Section 2 hereof, subject to the provisions of Section 4 hereof. All such stock certificates shall bear the following legend, along with such other legends that the Board or the Committee shall deem necessary and appropriate or which are otherwise required or indicated pursuant to any applicable stockholders agreement:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SUBSTANTIAL VESTING AND OTHER RESTRICTIONS AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES, AND INCLUDE VESTING CONDITIONS WHICH MAY RESULT IN THE COMPLETE FORFEITURE OF THE SHARES.

(b) ***Stock Powers***. The Recipient shall deposit with the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature(s) guaranteed, corresponding to each certificate representing shares of Restricted Stock until such shares become Vested Shares. If the Recipient shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, the Recipient hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact, with full power of appointment and substitution, to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company.

(c) ***Delivery of Stock Certificates***. On or after each Applicable Date, upon written request to the Company by the Recipient, the Company shall promptly cause a new certificate or certificates to be issued for and with respect to all shares that become Vested Shares on that Applicable Date, which certificate(s) shall be delivered to the Recipient as soon as administratively practicable after the date of receipt by the Company of the Recipient's written request. The new certificate or certificates shall continue to bear those legends and endorsements that the Company shall deem necessary or appropriate (including those relating to restrictions on transferability and/or obligations and restrictions under the Securities Laws).

(d) ***Issuance without Certificates***. If the Company is authorized to issue Shares without certificates, then the Company may, in the discretion of the Committee, issue Shares pursuant to this Agreement without certificates, in which case any references in this Agreement to certificates shall instead refer to whatever evidence may be issued to reflect the Recipient's ownership of the Shares subject to the terms and conditions of this Agreement.

4. ***Non-Forfeiture of Non-Vested Shares***. If the Recipient's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Termination for Cause (as defined in the Employment Agreement), any Shares of Restricted Stock that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof or pursuant to

the Employment Agreement as a result of such termination, shall not be forfeited but shall continue to remain outstanding and subject to the terms of this Agreement as if Recipient's Continuous Service with the Company had continued. Vested Shares shall not be subject to forfeiture, cancellation or reimbursement.

5. ***Clawback***. The Recipient's rights with respect to the Shares of Restricted Stock granted pursuant to this Agreement are subject to and conditioned upon the Recipient's compliance with the noncompetition, confidentiality and other covenants contained in any employment agreement or other agreement between the Company and the Recipient (the "Employee Agreement"), including with respect to specified non-competition covenants through the fourth anniversary of the date on which the Recipient's Continuous Service terminates for any reason. In addition to the terms and remedies set forth in any Employee Agreement, if Recipient breaches any of the foregoing covenants contained in any Employee Agreement, then the Company or its successor shall be entitled to recover from Recipient, and Recipient shall be required to pay, the Fair Market Value on the applicable vesting date of the quantity of Shares of Restricted Stock that were released to the Recipient on or after that vesting date.

6. ***Rights with Respect to Restricted Stock***.

(a) ***General***. Except as otherwise provided in this Agreement, the Recipient shall have, with respect to all of the shares of Restricted Stock, whether Vested Shares or Non-Vested Shares, all of the rights of a holder of shares of common stock of the Company, including without limitation (i) the right to vote such Restricted Stock, (ii) the right to receive dividends, if any, as may be declared on the Restricted Stock from time to time, and (iii) the rights available to all holders of shares of common stock of the Company upon any merger, consolidation, reorganization, liquidation or dissolution, stock split-up, stock dividend or recapitalization undertaken by the Company; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Agreement (including without limitation conditions under which all such rights shall be forfeited). Any Shares or other property issued to the Recipient as a dividend with respect to shares of Restricted Stock shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed. In addition, notwithstanding any provision to the contrary herein, any cash dividends declared with respect to shares of Restricted Stock subject to this Agreement shall be held in escrow by the Committee until such time as the shares of Restricted Stock that such cash dividends are attributed to shall become Vested Shares, and in the event that such shares of Restricted Stock are subsequently forfeited, the cash dividends attributable to such portion shall be forfeited as well.

(b) ***Adjustments to Shares***. If at any time while this Agreement is in effect (or Shares granted hereunder shall be or remain unvested), there shall be any increase or decrease in the number of issued and outstanding Shares of the Company through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination or exchange of such Shares, then and in that event, the Board or the Committee shall make any adjustments it deems fair and appropriate, in view of such change, in the number of shares of Restricted Stock then subject to this Agreement. If any such adjustment shall result in a fractional Share, such fraction shall be disregarded.

(c) ***No Restrictions on Certain Transactions***. Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding Restricted Stock awarded hereunder, shall not affect in any manner the right, power or authority of the Company to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company; (iii) any offer, issue or sale by the Company of any capital stock of the Company, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Restricted Stock and/or that would include, have or possess other rights, benefits and/or preferences superior to those that the Restricted Stock includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

7. ***Transferability***. Unless otherwise determined by the Committee, the shares of Restricted Stock are not transferable unless and until they become Vested Shares in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Recipient. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any shares of Restricted Stock prior to the date on which the shares become Vested Shares shall be void *ab initio*. For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

8. ***Tax Matters; Section 83(b) Election***.

(a) ***Section 83(b) Election***. The Recipient may elect, within thirty (30) days of the Date of Grant, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value (as of the Date of Grant) of the Restricted Stock pursuant to Section 83(b) of the Code (the "Section 83(b) Election"). If the Recipient properly makes the Section 83(b) Election, the Recipient shall provide a copy of the statement making the Section 83(b) Election to the Company on or before the date on which the statement making the Section 83(b) Election is filed with the Internal Revenue Service and the Recipient shall make arrangements satisfactory to the Company to pay to the Company any federal, state or local income taxes required to be withheld with respect to the Restricted Stock. If the Recipient shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be issued to the Recipient under this Agreement) otherwise due to the Recipient any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) ***No Section 83(b) Election***. If the Recipient does not properly make the Section 83(b) Election, the Recipient shall, no later than the date or dates as of which the restrictions referred to in this Agreement hereof shall lapse, pay to the Company, or make

arrangements satisfactory to the Committee for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock (including without limitation the vesting thereof), and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be distributed to the Recipient under this Agreement) otherwise due to Recipient any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(c) ***Satisfaction of Withholding Requirements***. The Recipient may satisfy the withholding requirements with respect to the Restricted Stock pursuant to any one or combination of the following methods:

(i) payment in cash; or

(ii) payment by surrendering unrestricted previously held Shares which have a value equal to the required withholding amount or the withholding of Shares that otherwise would be deliverable to the Recipient pursuant to this Award. The Recipient may surrender Shares either by attestation or by delivery of a certificate or certificates for shares duly endorsed for transfer to the Company, and if required with medallion level signature guarantee by a member firm of a national stock exchange, by a national or state bank (or guaranteed or notarized in such other manner as the Committee may require).

(d) ***Recipient's Responsibilities for Tax Consequences***. Tax consequences on the Recipient (including without limitation federal, state, local and foreign income tax consequences) with respect to the Restricted Stock (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of a Section 83(b) Election, and the Recipient's filing, withholding and payment (or tax liability) obligations.

9. ***Amendment, Modification & Assignment***. This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Recipient's rights hereunder) may not be assigned, and the obligations of Recipient hereunder may not be delegated, in whole or in part. The Company may assign any of its rights under this Agreement. The rights and obligations created hereunder shall be binding on the Recipient and his heirs and legal representatives and on the successors and assigns of the Company.

10. ***Complete Agreement***. This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

11. ***Miscellaneous***.

(a) ***No Right to (Continued) Employment or Service***. This Agreement and the grant of Restricted Stock hereunder shall not confer, or be construed to confer, upon the Recipient any right to employment or service, or continued employment or service, with the Company or any Related Entity.

(b) ***No Limit on Other Compensation Arrangements***. Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

(c) ***Severability***. If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of Restricted Stock hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).

(d) ***No Trust or Fund Created***. Neither this Agreement nor the grant of Restricted Stock hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) ***Law Governing***. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).

(f) ***Interpretation***. The Recipient accepts the Restricted Stock subject to all of the terms, provisions and restrictions of this Agreement and the Plan. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

(g) ***Headings***. Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.

(h) ***Notices***. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 2381 NW Executive Center Drive, Boca Raton, Florida 33431, or if the Company should move its principal office, to such principal office, and, in the case of the Recipient, to the Recipient's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

(i) ***Non-Waiver of Breach***. The waiver by any party hereto of the other party's prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.

(j) ***Counterparts***. This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first written above.

JARDEN CORPORATION:

By: /s/ John E. Capps
Name: John E. Capps
Title: EVP Administration, General Counsel & Secretary

Agreed and Accepted:

RECIPIENT:

By: /s/ Ian Ashken
Ian Ashken

JARDEN CORPORATION 2013 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR

JAMES LILLIE

1. ***Award of Restricted Stock.*** Jarden Corporation (the "Company") hereby grants, as of April 13, 2016 (the "Date of Grant"), to James Lillie (the "Recipient"), 168,750 restricted shares of the Company's common stock, par value $0.01 per share (collectively the "Restricted Stock"). The Restricted Stock shall be subject to the terms, provisions and restrictions set forth in this Agreement and the Jarden Corporation 2013 Stock Incentive Plan (the "Plan"), which is incorporated herein for all purposes. As a condition to entering into this Agreement, and as a condition to the issuance of any Shares (or any other securities of the Company), the Recipient agrees to be bound by all of the terms and conditions herein and in the Plan. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. ***Vesting of Restricted Stock.***

(a) ***Performance Conditions.*** The shares of Restricted Stock shall become vested on the last day (such date, the "Vesting Date") of any five consecutive trading day period ending on or after January 1, 2017 during which the average closing price of the Shares on the New York Stock Exchange (or such other securities exchange on which the Shares may then be traded) equals or exceeds 105% of the closing price of a Share on the New York Stock Exchange (or such other securities exchange in which the Shares then may be traded) on December 31, 2016, provided that the Vesting Date must occur, if at all, prior to the fifth anniversary of the Date of Grant.

In the event that a Change of Control occurs during the Recipient's Continuous Service, unless the Company is the surviving entity in the Change of Control and the Restricted Stock Award continues to be outstanding after the Change of Control of the Company on substantially the same terms and conditions as were applicable immediately prior to the Change of Control, then the shares of Restricted Stock subject to this Agreement shall automatically and without any action on the part of the Recipient, shall become fully vested immediately prior to the Change in Control.

(b) ***Definitions.*** For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) "*Non-Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that has not become vested pursuant to this Section 2.

(ii) "*Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that is and has become vested pursuant to this Section 2.

3. ***Delivery of Restricted Stock.***

(a) ***Issuance of Stock Certificates and Legends.*** One or more stock certificates evidencing the Restricted Stock shall be issued in the name of the Recipient but shall be held and

retained by the Company until the date (the "Applicable Date") on which the Shares (or a portion thereof) subject to this Restricted Stock award become Vested Shares pursuant to Section 2 hereof, subject to the provisions of Section 4 hereof. All such stock certificates shall bear the following legend, along with such other legends that the Board or the Committee shall deem necessary and appropriate or which are otherwise required or indicated pursuant to any applicable stockholders agreement:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SUBSTANTIAL VESTING AND OTHER RESTRICTIONS AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES, AND INCLUDE VESTING CONDITIONS WHICH MAY RESULT IN THE COMPLETE FORFEITURE OF THE SHARES.

(b) ***Stock Powers.*** The Recipient shall deposit with the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature(s) guaranteed, corresponding to each certificate representing shares of Restricted Stock until such shares become Vested Shares. If the Recipient shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, the Recipient hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact, with full power of appointment and substitution, to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company.

(c) ***Delivery of Stock Certificates.*** On or after each Applicable Date, upon written request to the Company by the Recipient, the Company shall promptly cause a new certificate or certificates to be issued for and with respect to all shares that become Vested Shares on that Applicable Date, which certificate(s) shall be delivered to the Recipient as soon as administratively practicable after the date of receipt by the Company of the Recipient's written request. The new certificate or certificates shall continue to bear those legends and endorsements that the Company shall deem necessary or appropriate (including those relating to restrictions on transferability and/or obligations and restrictions under the Securities Laws).

(d) ***Issuance without Certificates.*** If the Company is authorized to issue Shares without certificates, then the Company may, in the discretion of the Committee, issue Shares pursuant to this Agreement without certificates, in which case any references in this Agreement to certificates shall instead refer to whatever evidence may be issued to reflect the Recipient's ownership of the Shares subject to the terms and conditions of this Agreement.

4. ***Non-Forfeiture of Non-Vested Shares.*** If the Recipient's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Termination for Cause (as defined in the Employment Agreement), any Shares of Restricted Stock that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof or pursuant to

the Employment Agreement as a result of such termination, shall not be forfeited but shall continue to remain outstanding and subject to the terms of this Agreement as if Recipient's Continuous Service with the Company had continued. Vested Shares shall not be subject to forfeiture, cancellation or reimbursement.

5. ***Clawback.*** The Recipient's rights with respect to the Shares of Restricted Stock granted pursuant to this Agreement are subject to and conditioned upon the Recipient's compliance with the noncompetition, confidentiality and other covenants contained in any employment agreement or other agreement between the Company and the Recipient (the "Employee Agreement"), including with respect to specified non-competition covenants through the fourth anniversary of the date on which the Recipient's Continuous Service terminates for any reason. In addition to the terms and remedies set forth in any Employee Agreement, if Recipient breaches any of the foregoing covenants contained in any Employee Agreement, then the Company or its successor shall be entitled to recover from Recipient, and Recipient shall be required to pay, the Fair Market Value on the applicable vesting date of the quantity of Shares of Restricted Stock that were released to the Recipient on or after that vesting date.

6. ***Rights with Respect to Restricted Stock.***

(a) ***General.*** Except as otherwise provided in this Agreement, the Recipient shall have, with respect to all of the shares of Restricted Stock, whether Vested Shares or Non-Vested Shares, all of the rights of a holder of shares of common stock of the Company, including without limitation (i) the right to vote such Restricted Stock, (ii) the right to receive dividends, if any, as may be declared on the Restricted Stock from time to time, and (iii) the rights available to all holders of shares of common stock of the Company upon any merger, consolidation, reorganization, liquidation or dissolution, stock split-up, stock dividend or recapitalization undertaken by the Company; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Agreement (including without limitation conditions under which all such rights shall be forfeited). Any Shares or other property issued to the Recipient as a dividend with respect to shares of Restricted Stock shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed. In addition, notwithstanding any provision to the contrary herein, any cash dividends declared with respect to shares of Restricted Stock subject to this Agreement shall be held in escrow by the Committee until such time as the shares of Restricted Stock that such cash dividends are attributed to shall become Vested Shares, and in the event that such shares of Restricted Stock are subsequently forfeited, the cash dividends attributable to such portion shall be forfeited as well.

(b) ***Adjustments to Shares.*** If at any time while this Agreement is in effect (or Shares granted hereunder shall be or remain unvested), there shall be any increase or decrease in the number of issued and outstanding Shares of the Company through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination or exchange of such Shares, then and in that event, the Board or the Committee shall make any adjustments it deems fair and appropriate, in view of such change, in the number of shares of Restricted Stock then subject to this Agreement. If any such adjustment shall result in a fractional Share, such fraction shall be disregarded.

(c) ***No Restrictions on Certain Transactions.*** Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding Restricted Stock awarded hereunder, shall not affect in any manner the right, power or authority of the Company to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company; (iii) any offer, issue or sale by the Company of any capital stock of the Company, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Restricted Stock and/or that would include, have or possess other rights, benefits and/or preferences superior to those that the Restricted Stock includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

7. ***Transferability.*** Unless otherwise determined by the Committee, the shares of Restricted Stock are not transferable unless and until they become Vested Shares in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Recipient. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any shares of Restricted Stock prior to the date on which the shares become Vested Shares shall be void *ab initio*. For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

8. ***Tax Matters; Section 83(b) Election.***

(a) ***Section 83(b) Election.*** The Recipient may elect, within thirty (30) days of the Date of Grant, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value (as of the Date of Grant) of the Restricted Stock pursuant to Section 83(b) of the Code (the "Section 83(b) Election"). If the Recipient properly makes the Section 83(b) Election, the Recipient shall provide a copy of the statement making the Section 83(b) Election to the Company on or before the date on which the statement making the Section 83(b) Election is filed with the Internal Revenue Service and the Recipient shall make arrangements satisfactory to the Company to pay to the Company any federal, state or local income taxes required to be withheld with respect to the Restricted Stock. If the Recipient shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be issued to the Recipient under this Agreement) otherwise due to the Recipient any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) ***No Section 83(b) Election.*** If the Recipient does not properly make the Section 83(b) Election, the Recipient shall, no later than the date or dates as of which the restrictions referred to in this Agreement hereof shall lapse, pay to the Company, or make

arrangements satisfactory to the Committee for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock (including without limitation the vesting thereof), and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be distributed to the Recipient under this Agreement) otherwise due to Recipient any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(c) ***Satisfaction of Withholding Requirements.*** The Recipient may satisfy the withholding requirements with respect to the Restricted Stock pursuant to any one or combination of the following methods:

(i) payment in cash; or

(ii) payment by surrendering unrestricted previously held Shares which have a value equal to the required withholding amount or the withholding of Shares that otherwise would be deliverable to the Recipient pursuant to this Award. The Recipient may surrender Shares either by attestation or by delivery of a certificate or certificates for shares duly endorsed for transfer to the Company, and if required with medallion level signature guarantee by a member firm of a national stock exchange, by a national or state bank (or guaranteed or notarized in such other manner as the Committee may require).

(d) ***Recipient's Responsibilities for Tax Consequences.*** Tax consequences on the Recipient (including without limitation federal, state, local and foreign income tax consequences) with respect to the Restricted Stock (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of a Section 83(b) Election, and the Recipient's filing, withholding and payment (or tax liability) obligations.

9. ***Amendment, Modification & Assignment.*** This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Recipient's rights hereunder) may not be assigned, and the obligations of Recipient hereunder may not be delegated, in whole or in part. The Company may assign any of its rights under this Agreement. The rights and obligations created hereunder shall be binding on the Recipient and his heirs and legal representatives and on the successors and assigns of the Company.

10. ***Complete Agreement.*** This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

11. ***Miscellaneous.***

(a) ***No Right to (Continued) Employment or Service.*** This Agreement and the grant of Restricted Stock hereunder shall not confer, or be construed to confer, upon the Recipient any right to employment or service, or continued employment or service, with the Company or any Related Entity.

(b) ***No Limit on Other Compensation Arrangements.*** Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

(c) ***Severability.*** If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of Restricted Stock hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).

(d) ***No Trust or Fund Created.*** Neither this Agreement nor the grant of Restricted Stock hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) ***Law Governing.*** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).

(f) ***Interpretation.*** The Recipient accepts the Restricted Stock subject to all of the terms, provisions and restrictions of this Agreement and the Plan. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

(g) ***Headings.*** Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.

(h) ***Notices.*** Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 2381 NW Executive Center Drive, Boca Raton, Florida 33431, or if the Company should move its principal office, to such principal office, and, in the case of the Recipient, to the Recipient's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

(i) ***Non-Waiver of Breach.*** The waiver by any party hereto of the other party's prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.

(j) ***Counterparts.*** This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first written above.

JARDEN CORPORATION:

By: /s/ John E. Capps
Name: John E. Capps
Title: EVP Administration, General Counsel & Secretary

Agreed and Accepted:

RECIPIENT:

By: /s/ James Lillie
James Lillie

JARDEN CORPORATION 2013 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR

JAMES LILLIE

1. ***Award of Restricted Stock***. Jarden Corporation (the "Company") hereby grants, as of April 13, 2016 (the "Date of Grant"), to James Lillie (the "Recipient"), 165,690 restricted shares of the Company's common stock, par value $0.01 per share (collectively the "Restricted Stock"). The Restricted Stock shall be subject to the terms, provisions and restrictions set forth in this Agreement and the Jarden Corporation 2013 Stock Incentive Plan (the "Plan"), which is incorporated herein for all purposes. As a condition to entering into this Agreement, and as a condition to the issuance of any Shares (or any other securities of the Company), the Recipient agrees to be bound by all of the terms and conditions herein and in the Plan. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. ***Vesting of Restricted Stock***.

(a) ***Performance Conditions***. The shares of Restricted Stock shall become vested on the last day (such date, the "Vesting Date") of any five consecutive trading day period ending on or after January 1, 2018 during which the average closing price of the Shares on the New York Stock Exchange (or such other securities exchange on which the Shares may then be traded) equals or exceeds 105% of the closing price of a Share on the New York Stock Exchange (or such other securities exchange in which the Shares then may be traded) on December 31, 2017, provided that the Vesting Date must occur, if at all, prior to the fifth anniversary of the Date of Grant.

In the event that a Change of Control occurs during the Recipient's Continuous Service, unless the Company is the surviving entity in the Change of Control and the Restricted Stock Award continues to be outstanding after the Change of Control of the Company on substantially the same terms and conditions as were applicable immediately prior to the Change of Control, then the shares of Restricted Stock subject to this Agreement shall automatically and without any action on the part of the Recipient, shall become fully vested immediately prior to the Change in Control.

(b) ***Definitions***. For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) "*Non-Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that has not become vested pursuant to this Section 2.

(ii) "*Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that is and has become vested pursuant to this Section 2.

3. ***Delivery of Restricted Stock***.

(a) ***Issuance of Stock Certificates and Legends***. One or more stock certificates evidencing the Restricted Stock shall be issued in the name of the Recipient but shall be held and

retained by the Company until the date (the "Applicable Date") on which the Shares (or a portion thereof) subject to this Restricted Stock award become Vested Shares pursuant to Section 2 hereof, subject to the provisions of Section 4 hereof. All such stock certificates shall bear the following legend, along with such other legends that the Board or the Committee shall deem necessary and appropriate or which are otherwise required or indicated pursuant to any applicable stockholders agreement:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SUBSTANTIAL VESTING AND OTHER RESTRICTIONS AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES, AND INCLUDE VESTING CONDITIONS WHICH MAY RESULT IN THE COMPLETE FORFEITURE OF THE SHARES.

(b) ***Stock Powers***. The Recipient shall deposit with the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature(s) guaranteed, corresponding to each certificate representing shares of Restricted Stock until such shares become Vested Shares. If the Recipient shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, the Recipient hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact, with full power of appointment and substitution, to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company.

(c) ***Delivery of Stock Certificates***. On or after each Applicable Date, upon written request to the Company by the Recipient, the Company shall promptly cause a new certificate or certificates to be issued for and with respect to all shares that become Vested Shares on that Applicable Date, which certificate(s) shall be delivered to the Recipient as soon as administratively practicable after the date of receipt by the Company of the Recipient's written request. The new certificate or certificates shall continue to bear those legends and endorsements that the Company shall deem necessary or appropriate (including those relating to restrictions on transferability and/or obligations and restrictions under the Securities Laws).

(d) ***Issuance without Certificates***. If the Company is authorized to issue Shares without certificates, then the Company may, in the discretion of the Committee, issue Shares pursuant to this Agreement without certificates, in which case any references in this Agreement to certificates shall instead refer to whatever evidence may be issued to reflect the Recipient's ownership of the Shares subject to the terms and conditions of this Agreement.

4. ***Non-Forfeiture of Non-Vested Shares***. If the Recipient's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Termination for Cause (as defined in the Employment Agreement), any Shares of Restricted Stock that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof or pursuant to

the Employment Agreement as a result of such termination, shall not be forfeited but shall continue to remain outstanding and subject to the terms of this Agreement as if Recipient's Continuous Service with the Company had continued. Vested Shares shall not be subject to forfeiture, cancellation or reimbursement.

5. ***Clawback***. The Recipient's rights with respect to the Shares of Restricted Stock granted pursuant to this Agreement are subject to and conditioned upon the Recipient's compliance with the noncompetition, confidentiality and other covenants contained in any employment agreement or other agreement between the Company and the Recipient (the "Employee Agreement"), including with respect to specified non-competition covenants through the fourth anniversary of the date on which the Recipient's Continuous Service terminates for any reason. In addition to the terms and remedies set forth in any Employee Agreement, if Recipient breaches any of the foregoing covenants contained in any Employee Agreement, then the Company or its successor shall be entitled to recover from Recipient, and Recipient shall be required to pay, the Fair Market Value on the applicable vesting date of the quantity of Shares of Restricted Stock that were released to the Recipient on or after that vesting date.

6. ***Rights with Respect to Restricted Stock***.

(a) ***General***. Except as otherwise provided in this Agreement, the Recipient shall have, with respect to all of the shares of Restricted Stock, whether Vested Shares or Non-Vested Shares, all of the rights of a holder of shares of common stock of the Company, including without limitation (i) the right to vote such Restricted Stock, (ii) the right to receive dividends, if any, as may be declared on the Restricted Stock from time to time, and (iii) the rights available to all holders of shares of common stock of the Company upon any merger, consolidation, reorganization, liquidation or dissolution, stock split-up, stock dividend or recapitalization undertaken by the Company; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Agreement (including without limitation conditions under which all such rights shall be forfeited). Any Shares or other property issued to the Recipient as a dividend with respect to shares of Restricted Stock shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed. In addition, notwithstanding any provision to the contrary herein, any cash dividends declared with respect to shares of Restricted Stock subject to this Agreement shall be held in escrow by the Committee until such time as the shares of Restricted Stock that such cash dividends are attributed to shall become Vested Shares, and in the event that such shares of Restricted Stock are subsequently forfeited, the cash dividends attributable to such portion shall be forfeited as well.

(b) ***Adjustments to Shares***. If at any time while this Agreement is in effect (or Shares granted hereunder shall be or remain unvested), there shall be any increase or decrease in the number of issued and outstanding Shares of the Company through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination or exchange of such Shares, then and in that event, the Board or the Committee shall make any adjustments it deems fair and appropriate, in view of such change, in the number of shares of Restricted Stock then subject to this Agreement. If any such adjustment shall result in a fractional Share, such fraction shall be disregarded.

(c) ***No Restrictions on Certain Transactions***. Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding Restricted Stock awarded hereunder, shall not affect in any manner the right, power or authority of the Company to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company; (iii) any offer, issue or sale by the Company of any capital stock of the Company, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Restricted Stock and/or that would include, have or possess other rights, benefits and/or preferences superior to those that the Restricted Stock includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

7. ***Transferability***. Unless otherwise determined by the Committee, the shares of Restricted Stock are not transferable unless and until they become Vested Shares in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Recipient. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any shares of Restricted Stock prior to the date on which the shares become Vested Shares shall be void *ab initio*. For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

8. ***Tax Matters; Section 83(b) Election***.

(a) ***Section 83(b) Election***. The Recipient may elect, within thirty (30) days of the Date of Grant, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value (as of the Date of Grant) of the Restricted Stock pursuant to Section 83(b) of the Code (the "Section 83(b) Election"). If the Recipient properly makes the Section 83(b) Election, the Recipient shall provide a copy of the statement making the Section 83(b) Election to the Company on or before the date on which the statement making the Section 83(b) Election is filed with the Internal Revenue Service and the Recipient shall make arrangements satisfactory to the Company to pay to the Company any federal, state or local income taxes required to be withheld with respect to the Restricted Stock. If the Recipient shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be issued to the Recipient under this Agreement) otherwise due to the Recipient any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) ***No Section 83(b) Election***. If the Recipient does not properly make the Section 83(b) Election, the Recipient shall, no later than the date or dates as of which the restrictions referred to in this Agreement hereof shall lapse, pay to the Company, or make

arrangements satisfactory to the Committee for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock (including without limitation the vesting thereof), and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be distributed to the Recipient under this Agreement) otherwise due to Recipient any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(c) ***Satisfaction of Withholding Requirements***. The Recipient may satisfy the withholding requirements with respect to the Restricted Stock pursuant to any one or combination of the following methods:

(i) payment in cash; or

(ii) payment by surrendering unrestricted previously held Shares which have a value equal to the required withholding amount or the withholding of Shares that otherwise would be deliverable to the Recipient pursuant to this Award. The Recipient may surrender Shares either by attestation or by delivery of a certificate or certificates for shares duly endorsed for transfer to the Company, and if required with medallion level signature guarantee by a member firm of a national stock exchange, by a national or state bank (or guaranteed or notarized in such other manner as the Committee may require).

(d) ***Recipient's Responsibilities for Tax Consequences***. Tax consequences on the Recipient (including without limitation federal, state, local and foreign income tax consequences) with respect to the Restricted Stock (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of a Section 83(b) Election, and the Recipient's filing, withholding and payment (or tax liability) obligations.

9. ***Amendment, Modification & Assignment***. This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Recipient's rights hereunder) may not be assigned, and the obligations of Recipient hereunder may not be delegated, in whole or in part. The Company may assign any of its rights under this Agreement. The rights and obligations created hereunder shall be binding on the Recipient and his heirs and legal representatives and on the successors and assigns of the Company.

10. ***Complete Agreement***. This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

11. ***Miscellaneous***.

(a) ***No Right to (Continued) Employment or Service***. This Agreement and the grant of Restricted Stock hereunder shall not confer, or be construed to confer, upon the Recipient any right to employment or service, or continued employment or service, with the Company or any Related Entity.

(b) ***No Limit on Other Compensation Arrangements***. Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

(c) ***Severability***. If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of Restricted Stock hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).

(d) ***No Trust or Fund Created***. Neither this Agreement nor the grant of Restricted Stock hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) ***Law Governing***. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).

(f) ***Interpretation***. The Recipient accepts the Restricted Stock subject to all of the terms, provisions and restrictions of this Agreement and the Plan. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

(g) ***Headings***. Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.

(h) ***Notices***. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 2381 NW Executive Center Drive, Boca Raton, Florida 33431, or if the Company should move its principal office, to such principal office, and, in the case of the Recipient, to the Recipient's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

(i) ***Non-Waiver of Breach***. The waiver by any party hereto of the other party's prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.

(j) ***Counterparts***. This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first written above.

JARDEN CORPORATION:

By: /s/ John E. Capps
Name: John E. Capps
Title: EVP Administration, General Counsel & Secretary

Agreed and Accepted:

RECIPIENT:

By: /s/ James Lillie
James Lillie

JARDEN CORPORATION 2013 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR

JOHN CAPPS

1. ***Award of Restricted Stock***. Jarden Corporation (the "Company") hereby grants, as of April 13, 2016 (the "Date of Grant"), to John Capps (the "Recipient"), 35,000 restricted shares of the Company's common stock, par value $0.01 per share (collectively the "Restricted Stock"). The Restricted Stock shall be subject to the terms, provisions and restrictions set forth in this Agreement and the Jarden Corporation 2013 Stock Incentive Plan (the "Plan"), which is incorporated herein for all purposes. As a condition to entering into this Agreement, and as a condition to the issuance of any Shares (or any other securities of the Company), the Recipient agrees to be bound by all of the terms and conditions herein and in the Plan. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. ***Vesting of Restricted Stock***.

(a) ***Performance Conditions***. The shares of Restricted Stock shall become vested on the last day (such date, the "Vesting Date") of any five consecutive trading day period ending on or after January 1, 2017 during which the average closing price of the Shares on the New York Stock Exchange (or such other securities exchange on which the Shares may then be traded) equals or exceeds 105% of the closing price of a Share on the New York Stock Exchange (or such other securities exchange in which the Shares then may be traded) on December 31, 2016, provided that the Vesting Date must occur, if at all, prior to the fifth anniversary of the Date of Grant.

In the event that a Change of Control occurs during the Recipient's Continuous Service, unless the Company is the surviving entity in the Change of Control and the Restricted Stock Award continues to be outstanding after the Change of Control of the Company on substantially the same terms and conditions as were applicable immediately prior to the Change of Control, then the shares of Restricted Stock subject to this Agreement shall automatically and without any action on the part of the Recipient, shall become fully vested immediately prior to the Change in Control.

(b) ***Definitions***. For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) "*Non-Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that has not become vested pursuant to this Section 2.

(ii) "*Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that is and has become vested pursuant to this Section 2.

3. ***Delivery of Restricted Stock***.

(a) ***Issuance of Stock Certificates and Legends***. One or more stock certificates evidencing the Restricted Stock shall be issued in the name of the Recipient but shall be held and

retained by the Company until the date (the "Applicable Date") on which the Shares (or a portion thereof) subject to this Restricted Stock award become Vested Shares pursuant to Section 2 hereof, subject to the provisions of Section 4 hereof. All such stock certificates shall bear the following legend, along with such other legends that the Board or the Committee shall deem necessary and appropriate or which are otherwise required or indicated pursuant to any applicable stockholders agreement:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SUBSTANTIAL VESTING AND OTHER RESTRICTIONS AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES, AND INCLUDE VESTING CONDITIONS WHICH MAY RESULT IN THE COMPLETE FORFEITURE OF THE SHARES.

(b) ***Stock Powers***. The Recipient shall deposit with the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature(s) guaranteed, corresponding to each certificate representing shares of Restricted Stock until such shares become Vested Shares. If the Recipient shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, the Recipient hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact, with full power of appointment and substitution, to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company.

(c) ***Delivery of Stock Certificates***. On or after each Applicable Date, upon written request to the Company by the Recipient, the Company shall promptly cause a new certificate or certificates to be issued for and with respect to all shares that become Vested Shares on that Applicable Date, which certificate(s) shall be delivered to the Recipient as soon as administratively practicable after the date of receipt by the Company of the Recipient's written request. The new certificate or certificates shall continue to bear those legends and endorsements that the Company shall deem necessary or appropriate (including those relating to restrictions on transferability and/or obligations and restrictions under the Securities Laws).

(d) ***Issuance without Certificates***. If the Company is authorized to issue Shares without certificates, then the Company may, in the discretion of the Committee, issue Shares pursuant to this Agreement without certificates, in which case any references in this Agreement to certificates shall instead refer to whatever evidence may be issued to reflect the Recipient's ownership of the Shares subject to the terms and conditions of this Agreement.

4. ***Non-Forfeiture of Non-Vested Shares***. If the Recipient's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Termination for Cause (as defined in the Employment Agreement), any Shares of Restricted Stock that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof or pursuant to

the Employment Agreement as a result of such termination, shall not be forfeited but shall continue to remain outstanding and subject to the terms of this Agreement as if Recipient's Continuous Service with the Company had continued. Vested Shares shall not be subject to forfeiture, cancellation or reimbursement.

5. ***Clawback***. The Recipient's rights with respect to the Shares of Restricted Stock granted pursuant to this Agreement are subject to and conditioned upon the Recipient's compliance with the noncompetition, confidentiality and other covenants contained in any employment agreement or other agreement between the Company and the Recipient (the "Employee Agreement"), including with respect to specified non-competition covenants through the fourth anniversary of the date on which the Recipient's Continuous Service terminates for any reason. In addition to the terms and remedies set forth in any Employee Agreement, if Recipient breaches any of the foregoing covenants contained in any Employee Agreement, then the Company or its successor shall be entitled to recover from Recipient, and Recipient shall be required to pay, the Fair Market Value on the applicable vesting date of the quantity of Shares of Restricted Stock that were released to the Recipient on or after that vesting date.

6. ***Rights with Respect to Restricted Stock***.

(a) ***General***. Except as otherwise provided in this Agreement, the Recipient shall have, with respect to all of the shares of Restricted Stock, whether Vested Shares or Non-Vested Shares, all of the rights of a holder of shares of common stock of the Company, including without limitation (i) the right to vote such Restricted Stock, (ii) the right to receive dividends, if any, as may be declared on the Restricted Stock from time to time, and (iii) the rights available to all holders of shares of common stock of the Company upon any merger, consolidation, reorganization, liquidation or dissolution, stock split-up, stock dividend or recapitalization undertaken by the Company; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Agreement (including without limitation conditions under which all such rights shall be forfeited). Any Shares or other property issued to the Recipient as a dividend with respect to shares of Restricted Stock shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed. In addition, notwithstanding any provision to the contrary herein, any cash dividends declared with respect to shares of Restricted Stock subject to this Agreement shall be held in escrow by the Committee until such time as the shares of Restricted Stock that such cash dividends are attributed to shall become Vested Shares, and in the event that such shares of Restricted Stock are subsequently forfeited, the cash dividends attributable to such portion shall be forfeited as well.

(b) ***Adjustments to Shares***. If at any time while this Agreement is in effect (or Shares granted hereunder shall be or remain unvested), there shall be any increase or decrease in the number of issued and outstanding Shares of the Company through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination or exchange of such Shares, then and in that event, the Board or the Committee shall make any adjustments it deems fair and appropriate, in view of such change, in the number of shares of Restricted Stock then subject to this Agreement. If any such adjustment shall result in a fractional Share, such fraction shall be disregarded.

(c) ***No Restrictions on Certain Transactions***. Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding Restricted Stock awarded hereunder, shall not affect in any manner the right, power or authority of the Company to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company; (iii) any offer, issue or sale by the Company of any capital stock of the Company, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Restricted Stock and/or that would include, have or possess other rights, benefits and/or preferences superior to those that the Restricted Stock includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

7. ***Transferability***. Unless otherwise determined by the Committee, the shares of Restricted Stock are not transferable unless and until they become Vested Shares in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Recipient. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any shares of Restricted Stock prior to the date on which the shares become Vested Shares shall be void *ab initio.* For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

8. ***Tax Matters; Section 83(b) Election***.

(a) ***Section 83(b) Election***. The Recipient may elect, within thirty (30) days of the Date of Grant, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value (as of the Date of Grant) of the Restricted Stock pursuant to Section 83(b) of the Code (the "Section 83(b) Election"). If the Recipient properly makes the Section 83(b) Election, the Recipient shall provide a copy of the statement making the Section 83(b) Election to the Company on or before the date on which the statement making the Section 83(b) Election is filed with the Internal Revenue Service and the Recipient shall make arrangements satisfactory to the Company to pay to the Company any federal, state or local income taxes required to be withheld with respect to the Restricted Stock. If the Recipient shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be issued to the Recipient under this Agreement) otherwise due to the Recipient any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) ***No Section 83(b) Election***. If the Recipient does not properly make the Section 83(b) Election, the Recipient shall, no later than the date or dates as of which the restrictions referred to in this Agreement hereof shall lapse, pay to the Company, or make

arrangements satisfactory to the Committee for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock (including without limitation the vesting thereof), and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be distributed to the Recipient under this Agreement) otherwise due to Recipient any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(c) ***Satisfaction of Withholding Requirements***. The Recipient may satisfy the withholding requirements with respect to the Restricted Stock pursuant to any one or combination of the following methods:

(i) payment in cash; or

(ii) payment by surrendering unrestricted previously held Shares which have a value equal to the required withholding amount or the withholding of Shares that otherwise would be deliverable to the Recipient pursuant to this Award. The Recipient may surrender Shares either by attestation or by delivery of a certificate or certificates for shares duly endorsed for transfer to the Company, and if required with medallion level signature guarantee by a member firm of a national stock exchange, by a national or state bank (or guaranteed or notarized in such other manner as the Committee may require).

(d) ***Recipient's Responsibilities for Tax Consequences***. Tax consequences on the Recipient (including without limitation federal, state, local and foreign income tax consequences) with respect to the Restricted Stock (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of a Section 83(b) Election, and the Recipient's filing, withholding and payment (or tax liability) obligations.

9. ***Amendment, Modification & Assignment***. This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Recipient's rights hereunder) may not be assigned, and the obligations of Recipient hereunder may not be delegated, in whole or in part. The Company may assign any of its rights under this Agreement. The rights and obligations created hereunder shall be binding on the Recipient and his heirs and legal representatives and on the successors and assigns of the Company.

10. ***Complete Agreement***. This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

11. ***Miscellaneous***.

(a) ***No Right to (Continued) Employment or Service***. This Agreement and the grant of Restricted Stock hereunder shall not confer, or be construed to confer, upon the Recipient any right to employment or service, or continued employment or service, with the Company or any Related Entity.

(b) ***No Limit on Other Compensation Arrangements***. Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

(c) ***Severability***. If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of Restricted Stock hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).

(d) ***No Trust or Fund Created***. Neither this Agreement nor the grant of Restricted Stock hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) ***Law Governing***. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).

(f) ***Interpretation***. The Recipient accepts the Restricted Stock subject to all of the terms, provisions and restrictions of this Agreement and the Plan. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

(g) ***Headings***. Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.

(h) ***Notices***. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 2381 NW Executive Center Drive, Boca Raton, Florida 33431, or if the Company should move its principal office, to such principal office, and, in the case of the Recipient, to the Recipient's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

(i) ***Non-Waiver of Breach***. The waiver by any party hereto of the other party's prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.

(j) ***Counterparts***. This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first written above.

JARDEN CORPORATION:

By: /s/ Malaika Myers
Name: Malaika Myers
Title: SVP, Human Resources

Agreed and Accepted:

RECIPIENT:

By: /s/ John Capps
John Capps

Exhibit 10.10

2018 Accelerated Award Agreement

JARDEN CORPORATION 2013 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR

JOHN CAPPS

1. ***Award of Restricted Stock***. Jarden Corporation (the "Company") hereby grants, as of April 13, 2016 (the "Date of Grant"), to John Capps (the "Recipient"), 35,000 restricted shares of the Company's common stock, par value $0.01 per share (collectively the "Restricted Stock"). The Restricted Stock shall be subject to the terms, provisions and restrictions set forth in this Agreement and the Jarden Corporation 2013 Stock Incentive Plan (the "Plan"), which is incorporated herein for all purposes. As a condition to entering into this Agreement, and as a condition to the issuance of any Shares (or any other securities of the Company), the Recipient agrees to be bound by all of the terms and conditions herein and in the Plan. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. ***Vesting of Restricted Stock***.

(a) ***Performance Conditions***. The shares of Restricted Stock shall become vested on the last day (such date, the "Vesting Date") of any five consecutive trading day period ending on or after January 1, 2018 during which the average closing price of the Shares on the New York Stock Exchange (or such other securities exchange on which the Shares may then be traded) equals or exceeds 105% of the closing price of a Share on the New York Stock Exchange (or such other securities exchange in which the Shares then may be traded) on December 31, 2017, provided that the Vesting Date must occur, if at all, prior to the fifth anniversary of the Date of Grant.

In the event that a Change of Control occurs during the Recipient's Continuous Service, unless the Company is the surviving entity in the Change of Control and the Restricted Stock Award continues to be outstanding after the Change of Control of the Company on substantially the same terms and conditions as were applicable immediately prior to the Change of Control, then the shares of Restricted Stock subject to this Agreement shall automatically and without any action on the part of the Recipient, shall become fully vested immediately prior to the Change in Control.

(b) ***Definitions***. For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) "*Non-Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that has not become vested pursuant to this Section 2.

(ii) "*Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that is and has become vested pursuant to this Section 2.

3. ***Delivery of Restricted Stock***.

(a) ***Issuance of Stock Certificates and Legends***. One or more stock certificates evidencing the Restricted Stock shall be issued in the name of the Recipient but shall be held and

retained by the Company until the date (the "Applicable Date") on which the Shares (or a portion thereof) subject to this Restricted Stock award become Vested Shares pursuant to Section 2 hereof, subject to the provisions of Section 4 hereof. All such stock certificates shall bear the following legend, along with such other legends that the Board or the Committee shall deem necessary and appropriate or which are otherwise required or indicated pursuant to any applicable stockholders agreement:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SUBSTANTIAL VESTING AND OTHER RESTRICTIONS AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES, AND INCLUDE VESTING CONDITIONS WHICH MAY RESULT IN THE COMPLETE FORFEITURE OF THE SHARES.

(b) ***Stock Powers***. The Recipient shall deposit with the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature(s) guaranteed, corresponding to each certificate representing shares of Restricted Stock until such shares become Vested Shares. If the Recipient shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, the Recipient hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact, with full power of appointment and substitution, to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company.

(c) ***Delivery of Stock Certificates***. On or after each Applicable Date, upon written request to the Company by the Recipient, the Company shall promptly cause a new certificate or certificates to be issued for and with respect to all shares that become Vested Shares on that Applicable Date, which certificate(s) shall be delivered to the Recipient as soon as administratively practicable after the date of receipt by the Company of the Recipient's written request. The new certificate or certificates shall continue to bear those legends and endorsements that the Company shall deem necessary or appropriate (including those relating to restrictions on transferability and/or obligations and restrictions under the Securities Laws).

(d) ***Issuance without Certificates***. If the Company is authorized to issue Shares without certificates, then the Company may, in the discretion of the Committee, issue Shares pursuant to this Agreement without certificates, in which case any references in this Agreement to certificates shall instead refer to whatever evidence may be issued to reflect the Recipient's ownership of the Shares subject to the terms and conditions of this Agreement.

4. ***Non-Forfeiture of Non-Vested Shares***. If the Recipient's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Termination for Cause (as defined in the Employment Agreement), any Shares of Restricted Stock that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof or pursuant to

the Employment Agreement as a result of such termination, shall not be forfeited but shall continue to remain outstanding and subject to the terms of this Agreement as if Recipient's Continuous Service with the Company had continued. Vested Shares shall not be subject to forfeiture, cancellation or reimbursement.

5. ***Clawback***. The Recipient's rights with respect to the Shares of Restricted Stock granted pursuant to this Agreement are subject to and conditioned upon the Recipient's compliance with the noncompetition, confidentiality and other covenants contained in any employment agreement or other agreement between the Company and the Recipient (the "Employee Agreement"), including with respect to specified non-competition covenants through the fourth anniversary of the date on which the Recipient's Continuous Service terminates for any reason. In addition to the terms and remedies set forth in any Employee Agreement, if Recipient breaches any of the foregoing covenants contained in any Employee Agreement, then the Company or its successor shall be entitled to recover from Recipient, and Recipient shall be required to pay, the Fair Market Value on the applicable vesting date of the quantity of Shares of Restricted Stock that were released to the Recipient on or after that vesting date.

6. ***Rights with Respect to Restricted Stock***.

(a) ***General***. Except as otherwise provided in this Agreement, the Recipient shall have, with respect to all of the shares of Restricted Stock, whether Vested Shares or Non-Vested Shares, all of the rights of a holder of shares of common stock of the Company, including without limitation (i) the right to vote such Restricted Stock, (ii) the right to receive dividends, if any, as may be declared on the Restricted Stock from time to time, and (iii) the rights available to all holders of shares of common stock of the Company upon any merger, consolidation, reorganization, liquidation or dissolution, stock split-up, stock dividend or recapitalization undertaken by the Company; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Agreement (including without limitation conditions under which all such rights shall be forfeited). Any Shares or other property issued to the Recipient as a dividend with respect to shares of Restricted Stock shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed. In addition, notwithstanding any provision to the contrary herein, any cash dividends declared with respect to shares of Restricted Stock subject to this Agreement shall be held in escrow by the Committee until such time as the shares of Restricted Stock that such cash dividends are attributed to shall become Vested Shares, and in the event that such shares of Restricted Stock are subsequently forfeited, the cash dividends attributable to such portion shall be forfeited as well.

(b) ***Adjustments to Shares***. If at any time while this Agreement is in effect (or Shares granted hereunder shall be or remain unvested), there shall be any increase or decrease in the number of issued and outstanding Shares of the Company through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination or exchange of such Shares, then and in that event, the Board or the Committee shall make any adjustments it deems fair and appropriate, in view of such change, in the number of shares of Restricted Stock then subject to this Agreement. If any such adjustment shall result in a fractional Share, such fraction shall be disregarded.

(c) ***No Restrictions on Certain Transactions***. Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding Restricted Stock awarded hereunder, shall not affect in any manner the right, power or authority of the Company to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company; (iii) any offer, issue or sale by the Company of any capital stock of the Company, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Restricted Stock and/or that would include, have or possess other rights, benefits and/or preferences superior to those that the Restricted Stock includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

7. ***Transferability***. Unless otherwise determined by the Committee, the shares of Restricted Stock are not transferable unless and until they become Vested Shares in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Recipient. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any shares of Restricted Stock prior to the date on which the shares become Vested Shares shall be void *ab initio*. For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

8. ***Tax Matters; Section 83(b) Election***.

(a) ***Section 83(b) Election***. The Recipient may elect, within thirty (30) days of the Date of Grant, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value (as of the Date of Grant) of the Restricted Stock pursuant to Section 83(b) of the Code (the "Section 83(b) Election"). If the Recipient properly makes the Section 83(b) Election, the Recipient shall provide a copy of the statement making the Section 83(b) Election to the Company on or before the date on which the statement making the Section 83(b) Election is filed with the Internal Revenue Service and the Recipient shall make arrangements satisfactory to the Company to pay to the Company any federal, state or local income taxes required to be withheld with respect to the Restricted Stock. If the Recipient shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be issued to the Recipient under this Agreement) otherwise due to the Recipient any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) ***No Section 83(b) Election***. If the Recipient does not properly make the Section 83(b) Election, the Recipient shall, no later than the date or dates as of which the restrictions referred to in this Agreement hereof shall lapse, pay to the Company, or make

arrangements satisfactory to the Committee for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock (including without limitation the vesting thereof), and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be distributed to the Recipient under this Agreement) otherwise due to Recipient any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(c) ***Satisfaction of Withholding Requirements***. The Recipient may satisfy the withholding requirements with respect to the Restricted Stock pursuant to any one or combination of the following methods:

(i) payment in cash; or

(ii) payment by surrendering unrestricted previously held Shares which have a value equal to the required withholding amount or the withholding of Shares that otherwise would be deliverable to the Recipient pursuant to this Award. The Recipient may surrender Shares either by attestation or by delivery of a certificate or certificates for shares duly endorsed for transfer to the Company, and if required with medallion level signature guarantee by a member firm of a national stock exchange, by a national or state bank (or guaranteed or notarized in such other manner as the Committee may require).

(d) ***Recipient's Responsibilities for Tax Consequences***. Tax consequences on the Recipient (including without limitation federal, state, local and foreign income tax consequences) with respect to the Restricted Stock (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of a Section 83(b) Election, and the Recipient's filing, withholding and payment (or tax liability) obligations.

9. ***Amendment, Modification & Assignment***. This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Recipient's rights hereunder) may not be assigned, and the obligations of Recipient hereunder may not be delegated, in whole or in part. The Company may assign any of its rights under this Agreement. The rights and obligations created hereunder shall be binding on the Recipient and his heirs and legal representatives and on the successors and assigns of the Company.

10. ***Complete Agreement***. This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

11. ***Miscellaneous***.

(a) ***No Right to (Continued) Employment or Service***. This Agreement and the grant of Restricted Stock hereunder shall not confer, or be construed to confer, upon the Recipient any right to employment or service, or continued employment or service, with the Company or any Related Entity.

(b) ***No Limit on Other Compensation Arrangements***. Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

(c) ***Severability***. If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of Restricted Stock hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).

(d) ***No Trust or Fund Created***. Neither this Agreement nor the grant of Restricted Stock hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) ***Law Governing***. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).

(f) ***Interpretation***. The Recipient accepts the Restricted Stock subject to all of the terms, provisions and restrictions of this Agreement and the Plan. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

(g) ***Headings***. Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.

(h) ***Notices***. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 2381 NW Executive Center Drive, Boca Raton, Florida 33431, or if the Company should move its principal office, to such principal office, and, in the case of the Recipient, to the Recipient's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

(i) ***Non-Waiver of Breach***. The waiver by any party hereto of the other party's prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.

(j) ***Counterparts***. This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first written above.

JARDEN CORPORATION:

By: /s/ Malaika Myers
Name: Malaika Myers
Title: SVP, Human Resources

Agreed and Accepted:

RECIPIENT:

By: /s/ John Capps
John Capps

JARDEN CORPORATION 2013 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR

ALAN LEFEVRE

1. ***Award of Restricted Stock***. Jarden Corporation (the "Company") hereby grants, as of April 13, 2016 (the "Date of Grant"), to Alan LeFevre (the "Recipient"), 25,000 restricted shares of the Company's common stock, par value $0.01 per share (collectively the "Restricted Stock"). The Restricted Stock shall be subject to the terms, provisions and restrictions set forth in this Agreement and the Jarden Corporation 2013 Stock Incentive Plan (the "Plan"), which is incorporated herein for all purposes. As a condition to entering into this Agreement, and as a condition to the issuance of any Shares (or any other securities of the Company), the Recipient agrees to be bound by all of the terms and conditions herein and in the Plan. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. ***Vesting of Restricted Stock***.

(a) ***Performance Conditions***. The shares of Restricted Stock shall become vested on the last day (such date, the "Vesting Date") of any five consecutive trading day period ending on or after January 1, 2017 during which the average closing price of the Shares on the New York Stock Exchange (or such other securities exchange on which the Shares may then be traded) equals or exceeds 105% of the closing price of a Share on the New York Stock Exchange (or such other securities exchange in which the Shares then may be traded) on December 31, 2016, provided that the Vesting Date must occur, if at all, prior to the fifth anniversary of the Date of Grant.

In the event that a Change of Control occurs during the Recipient's Continuous Service, unless the Company is the surviving entity in the Change of Control and the Restricted Stock Award continues to be outstanding after the Change of Control of the Company on substantially the same terms and conditions as were applicable immediately prior to the Change of Control, then the shares of Restricted Stock subject to this Agreement shall automatically and without any action on the part of the Recipient, shall become fully vested immediately prior to the Change in Control.

(b) ***Definitions***. For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) "*Non-Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that has not become vested pursuant to this Section 2.

(ii) "*Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that is and has become vested pursuant to this Section 2.

3. ***Delivery of Restricted Stock***.

(a) ***Issuance of Stock Certificates and Legends***. One or more stock certificates evidencing the Restricted Stock shall be issued in the name of the Recipient but shall be held and

retained by the Company until the date (the "Applicable Date") on which the Shares (or a portion thereof) subject to this Restricted Stock award become Vested Shares pursuant to Section 2 hereof, subject to the provisions of Section 4 hereof. All such stock certificates shall bear the following legend, along with such other legends that the Board or the Committee shall deem necessary and appropriate or which are otherwise required or indicated pursuant to any applicable stockholders agreement:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SUBSTANTIAL VESTING AND OTHER RESTRICTIONS AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES, AND INCLUDE VESTING CONDITIONS WHICH MAY RESULT IN THE COMPLETE FORFEITURE OF THE SHARES.

(b) ***Stock Powers***. The Recipient shall deposit with the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature(s) guaranteed, corresponding to each certificate representing shares of Restricted Stock until such shares become Vested Shares. If the Recipient shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, the Recipient hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact, with full power of appointment and substitution, to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company.

(c) ***Delivery of Stock Certificates***. On or after each Applicable Date, upon written request to the Company by the Recipient, the Company shall promptly cause a new certificate or certificates to be issued for and with respect to all shares that become Vested Shares on that Applicable Date, which certificate(s) shall be delivered to the Recipient as soon as administratively practicable after the date of receipt by the Company of the Recipient's written request. The new certificate or certificates shall continue to bear those legends and endorsements that the Company shall deem necessary or appropriate (including those relating to restrictions on transferability and/or obligations and restrictions under the Securities Laws).

(d) ***Issuance without Certificates***. If the Company is authorized to issue Shares without certificates, then the Company may, in the discretion of the Committee, issue Shares pursuant to this Agreement without certificates, in which case any references in this Agreement to certificates shall instead refer to whatever evidence may be issued to reflect the Recipient's ownership of the Shares subject to the terms and conditions of this Agreement.

4. ***Non-Forfeiture of Non-Vested Shares***. If the Recipient's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Termination for Cause (as defined in the Employment Agreement), any Shares of Restricted Stock that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof or pursuant to

the Employment Agreement as a result of such termination, shall not be forfeited but shall continue to remain outstanding and subject to the terms of this Agreement as if Recipient's Continuous Service with the Company had continued. Vested Shares shall not be subject to forfeiture, cancellation or reimbursement.

5. ***Clawback***. The Recipient's rights with respect to the Shares of Restricted Stock granted pursuant to this Agreement are subject to and conditioned upon the Recipient's compliance with the noncompetition, confidentiality and other covenants contained in any employment agreement or other agreement between the Company and the Recipient (the "Employee Agreement"), including with respect to specified non-competition covenants through the fourth anniversary of the date on which the Recipient's Continuous Service terminates for any reason. In addition to the terms and remedies set forth in any Employee Agreement, if Recipient breaches any of the foregoing covenants contained in any Employee Agreement, then the Company or its successor shall be entitled to recover from Recipient, and Recipient shall be required to pay, the Fair Market Value on the applicable vesting date of the quantity of Shares of Restricted Stock that were released to the Recipient on or after that vesting date.

6. ***Rights with Respect to Restricted Stock***.

(a) ***General***. Except as otherwise provided in this Agreement, the Recipient shall have, with respect to all of the shares of Restricted Stock, whether Vested Shares or Non-Vested Shares, all of the rights of a holder of shares of common stock of the Company, including without limitation (i) the right to vote such Restricted Stock, (ii) the right to receive dividends, if any, as may be declared on the Restricted Stock from time to time, and (iii) the rights available to all holders of shares of common stock of the Company upon any merger, consolidation, reorganization, liquidation or dissolution, stock split-up, stock dividend or recapitalization undertaken by the Company; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Agreement (including without limitation conditions under which all such rights shall be forfeited). Any Shares or other property issued to the Recipient as a dividend with respect to shares of Restricted Stock shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed. In addition, notwithstanding any provision to the contrary herein, any cash dividends declared with respect to shares of Restricted Stock subject to this Agreement shall be held in escrow by the Committee until such time as the shares of Restricted Stock that such cash dividends are attributed to shall become Vested Shares, and in the event that such shares of Restricted Stock are subsequently forfeited, the cash dividends attributable to such portion shall be forfeited as well.

(b) ***Adjustments to Shares***. If at any time while this Agreement is in effect (or Shares granted hereunder shall be or remain unvested), there shall be any increase or decrease in the number of issued and outstanding Shares of the Company through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination or exchange of such Shares, then and in that event, the Board or the Committee shall make any adjustments it deems fair and appropriate, in view of such change, in the number of shares of Restricted Stock then subject to this Agreement. If any such adjustment shall result in a fractional Share, such fraction shall be disregarded.

(c) ***No Restrictions on Certain Transactions***. Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding Restricted Stock awarded hereunder, shall not affect in any manner the right, power or authority of the Company to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company; (iii) any offer, issue or sale by the Company of any capital stock of the Company, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Restricted Stock and/or that would include, have or possess other rights, benefits and/or preferences superior to those that the Restricted Stock includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

7. ***Transferability***. Unless otherwise determined by the Committee, the shares of Restricted Stock are not transferable unless and until they become Vested Shares in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Recipient. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any shares of Restricted Stock prior to the date on which the shares become Vested Shares shall be void *ab initio*. For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

8. ***Tax Matters; Section 83(b) Election***.

(a) ***Section 83(b) Election***. The Recipient may elect, within thirty (30) days of the Date of Grant, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value (as of the Date of Grant) of the Restricted Stock pursuant to Section 83(b) of the Code (the "Section 83(b) Election"). If the Recipient properly makes the Section 83(b) Election, the Recipient shall provide a copy of the statement making the Section 83(b) Election to the Company on or before the date on which the statement making the Section 83(b) Election is filed with the Internal Revenue Service and the Recipient shall make arrangements satisfactory to the Company to pay to the Company any federal, state or local income taxes required to be withheld with respect to the Restricted Stock. If the Recipient shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be issued to the Recipient under this Agreement) otherwise due to the Recipient any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) ***No Section 83(b) Election***. If the Recipient does not properly make the Section 83(b) Election, the Recipient shall, no later than the date or dates as of which the restrictions referred to in this Agreement hereof shall lapse, pay to the Company, or make

arrangements satisfactory to the Committee for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock (including without limitation the vesting thereof), and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be distributed to the Recipient under this Agreement) otherwise due to Recipient any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(c) ***Satisfaction of Withholding Requirements***. The Recipient may satisfy the withholding requirements with respect to the Restricted Stock pursuant to any one or combination of the following methods:

(i) payment in cash; or

(ii) payment by surrendering unrestricted previously held Shares which have a value equal to the required withholding amount or the withholding of Shares that otherwise would be deliverable to the Recipient pursuant to this Award. The Recipient may surrender Shares either by attestation or by delivery of a certificate or certificates for shares duly endorsed for transfer to the Company, and if required with medallion level signature guarantee by a member firm of a national stock exchange, by a national or state bank (or guaranteed or notarized in such other manner as the Committee may require).

(d) ***Recipient's Responsibilities for Tax Consequences***. Tax consequences on the Recipient (including without limitation federal, state, local and foreign income tax consequences) with respect to the Restricted Stock (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of a Section 83(b) Election, and the Recipient's filing, withholding and payment (or tax liability) obligations.

9. ***Amendment, Modification & Assignment*** . This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Recipient's rights hereunder) may not be assigned, and the obligations of Recipient hereunder may not be delegated, in whole or in part. The Company may assign any of its rights under this Agreement. The rights and obligations created hereunder shall be binding on the Recipient and his heirs and legal representatives and on the successors and assigns of the Company.

10. ***Complete Agreement*** . This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

11. ***Miscellaneous***.

(a) ***No Right to (Continued) Employment or Service***. This Agreement and the grant of Restricted Stock hereunder shall not confer, or be construed to confer, upon the Recipient any right to employment or service, or continued employment or service, with the Company or any Related Entity.

(b) ***No Limit on Other Compensation Arrangements***. Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

(c) ***Severability***. If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of Restricted Stock hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).

(d) ***No Trust or Fund Created***. Neither this Agreement nor the grant of Restricted Stock hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) ***Law Governing***. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).

(f) ***Interpretation***. The Recipient accepts the Restricted Stock subject to all of the terms, provisions and restrictions of this Agreement and the Plan. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

(g) ***Headings***. Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.

(h) ***Notices***. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 2381 NW Executive Center Drive, Boca Raton, Florida 33431, or if the Company should move its principal office, to such principal office, and, in the case of the Recipient, to the Recipient's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

(i) ***Non-Waiver of Breach***. The waiver by any party hereto of the other party's prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.

(j) ***Counterparts***. This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first written above.

JARDEN CORPORATION:

By: /s/ John E. Capps
Name: John E. Capps
Title: EVP Administration, General Counsel & Secretary

Agreed and Accepted:

RECIPIENT:

By: /s/ Alan LeFevre
Alan LeFevre

Exhibit 10.12

2018 Accelerated Award Agreement

JARDEN CORPORATION 2013 STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT FOR

ALAN LEFEVRE

1. ***Award of Restricted Stock***. Jarden Corporation (the "Company") hereby grants, as of April 13, 2016 (the "Date of Grant"), to Alan LeFevre (the "Recipient"), 25,000 restricted shares of the Company's common stock, par value $0.01 per share (collectively the "Restricted Stock"). The Restricted Stock shall be subject to the terms, provisions and restrictions set forth in this Agreement and the Jarden Corporation 2013 Stock Incentive Plan (the "Plan"), which is incorporated herein for all purposes. As a condition to entering into this Agreement, and as a condition to the issuance of any Shares (or any other securities of the Company), the Recipient agrees to be bound by all of the terms and conditions herein and in the Plan. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings attributable thereto in the Plan.

2. ***Vesting of Restricted Stock***.

(a) ***Performance Conditions***. The shares of Restricted Stock shall become vested on the last day (such date, the "Vesting Date") of any five consecutive trading day period ending on or after January 1, 2018 during which the average closing price of the Shares on the New York Stock Exchange (or such other securities exchange on which the Shares may then be traded) equals or exceeds 105% of the closing price of a Share on the New York Stock Exchange (or such other securities exchange in which the Shares then may be traded) on December 31, 2017, provided that the Vesting Date must occur, if at all, prior to the fifth anniversary of the Date of Grant.

In the event that a Change of Control occurs during the Recipient's Continuous Service, unless the Company is the surviving entity in the Change of Control and the Restricted Stock Award continues to be outstanding after the Change of Control of the Company on substantially the same terms and conditions as were applicable immediately prior to the Change of Control, then the shares of Restricted Stock subject to this Agreement shall automatically and without any action on the part of the Recipient, shall become fully vested immediately prior to the Change in Control.

(b) ***Definitions***. For purposes of this Agreement, the following terms shall have the meanings indicated:

(i) "*Non-Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that has not become vested pursuant to this Section 2.

(ii) "*Vested Shares*" means any portion of the Restricted Stock subject to this Agreement that is and has become vested pursuant to this Section 2.

3. ***Delivery of Restricted Stock***.

(a) ***Issuance of Stock Certificates and Legends***. One or more stock certificates evidencing the Restricted Stock shall be issued in the name of the Recipient but shall be held and

retained by the Company until the date (the "Applicable Date") on which the Shares (or a portion thereof) subject to this Restricted Stock award become Vested Shares pursuant to Section 2 hereof, subject to the provisions of Section 4 hereof. All such stock certificates shall bear the following legend, along with such other legends that the Board or the Committee shall deem necessary and appropriate or which are otherwise required or indicated pursuant to any applicable stockholders agreement:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO SUBSTANTIAL VESTING AND OTHER RESTRICTIONS AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES, AND INCLUDE VESTING CONDITIONS WHICH MAY RESULT IN THE COMPLETE FORFEITURE OF THE SHARES.

(b) ***Stock Powers***. The Recipient shall deposit with the Company stock powers or other instruments of transfer or assignment, duly endorsed in blank with signature(s) guaranteed, corresponding to each certificate representing shares of Restricted Stock until such shares become Vested Shares. If the Recipient shall fail to provide the Company with any such stock power or other instrument of transfer or assignment, the Recipient hereby irrevocably appoints the Secretary of the Company as his attorney-in-fact, with full power of appointment and substitution, to execute and deliver any such power or other instrument which may be necessary to effectuate the transfer of the Restricted Stock (or assignment of distributions thereon) on the books and records of the Company.

(c) ***Delivery of Stock Certificates***. On or after each Applicable Date, upon written request to the Company by the Recipient, the Company shall promptly cause a new certificate or certificates to be issued for and with respect to all shares that become Vested Shares on that Applicable Date, which certificate(s) shall be delivered to the Recipient as soon as administratively practicable after the date of receipt by the Company of the Recipient's written request. The new certificate or certificates shall continue to bear those legends and endorsements that the Company shall deem necessary or appropriate (including those relating to restrictions on transferability and/or obligations and restrictions under the Securities Laws).

(d) ***Issuance without Certificates***. If the Company is authorized to issue Shares without certificates, then the Company may, in the discretion of the Committee, issue Shares pursuant to this Agreement without certificates, in which case any references in this Agreement to certificates shall instead refer to whatever evidence may be issued to reflect the Recipient's ownership of the Shares subject to the terms and conditions of this Agreement.

4. ***Non-Forfeiture of Non-Vested Shares***. If the Recipient's Continuous Service with the Company and the Related Entities is terminated for any reason other than a Termination for Cause (as defined in the Employment Agreement), any Shares of Restricted Stock that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof or pursuant to

the Employment Agreement as a result of such termination, shall not be forfeited but shall continue to remain outstanding and subject to the terms of this Agreement as if Recipient's Continuous Service with the Company had continued. Vested Shares shall not be subject to forfeiture, cancellation or reimbursement.

5. ***Clawback***. The Recipient's rights with respect to the Shares of Restricted Stock granted pursuant to this Agreement are subject to and conditioned upon the Recipient's compliance with the noncompetition, confidentiality and other covenants contained in any employment agreement or other agreement between the Company and the Recipient (the "Employee Agreement"), including with respect to specified non-competition covenants through the fourth anniversary of the date on which the Recipient's Continuous Service terminates for any reason. In addition to the terms and remedies set forth in any Employee Agreement, if Recipient breaches any of the foregoing covenants contained in any Employee Agreement, then the Company or its successor shall be entitled to recover from Recipient, and Recipient shall be required to pay, the Fair Market Value on the applicable vesting date of the quantity of Shares of Restricted Stock that were released to the Recipient on or after that vesting date.

6. ***Rights with Respect to Restricted Stock***.

(a) ***General***. Except as otherwise provided in this Agreement, the Recipient shall have, with respect to all of the shares of Restricted Stock, whether Vested Shares or Non-Vested Shares, all of the rights of a holder of shares of common stock of the Company, including without limitation (i) the right to vote such Restricted Stock, (ii) the right to receive dividends, if any, as may be declared on the Restricted Stock from time to time, and (iii) the rights available to all holders of shares of common stock of the Company upon any merger, consolidation, reorganization, liquidation or dissolution, stock split-up, stock dividend or recapitalization undertaken by the Company; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Agreement (including without limitation conditions under which all such rights shall be forfeited). Any Shares or other property issued to the Recipient as a dividend with respect to shares of Restricted Stock shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed. In addition, notwithstanding any provision to the contrary herein, any cash dividends declared with respect to shares of Restricted Stock subject to this Agreement shall be held in escrow by the Committee until such time as the shares of Restricted Stock that such cash dividends are attributed to shall become Vested Shares, and in the event that such shares of Restricted Stock are subsequently forfeited, the cash dividends attributable to such portion shall be forfeited as well.

(b) ***Adjustments to Shares***. If at any time while this Agreement is in effect (or Shares granted hereunder shall be or remain unvested), there shall be any increase or decrease in the number of issued and outstanding Shares of the Company through the declaration of a stock dividend or through any recapitalization resulting in a stock split-up, combination or exchange of such Shares, then and in that event, the Board or the Committee shall make any adjustments it deems fair and appropriate, in view of such change, in the number of shares of Restricted Stock then subject to this Agreement. If any such adjustment shall result in a fractional Share, such fraction shall be disregarded.

(c) ***No Restrictions on Certain Transactions***. Notwithstanding any term or provision of this Agreement to the contrary, the existence of this Agreement, or of any outstanding Restricted Stock awarded hereunder, shall not affect in any manner the right, power or authority of the Company to make, authorize or consummate: (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger, consolidation or similar transaction by or of the Company; (iii) any offer, issue or sale by the Company of any capital stock of the Company, including any equity or debt securities, or preferred or preference stock that would rank prior to or on parity with the Restricted Stock and/or that would include, have or possess other rights, benefits and/or preferences superior to those that the Restricted Stock includes, has or possesses, or any warrants, options or rights with respect to any of the foregoing; (iv) the dissolution or liquidation of the Company; (v) any sale, transfer or assignment of all or any part of the stock, assets or business of the Company; or (vi) any other corporate transaction, act or proceeding (whether of a similar character or otherwise).

7. ***Transferability***. Unless otherwise determined by the Committee, the shares of Restricted Stock are not transferable unless and until they become Vested Shares in accordance with this Agreement, otherwise than by will or under the applicable laws of descent and distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Recipient. Except as otherwise permitted pursuant to the first sentence of this Section, any attempt to effect a Transfer of any shares of Restricted Stock prior to the date on which the shares become Vested Shares shall be void *ab initio*. For purposes of this Agreement, "Transfer" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

8. ***Tax Matters; Section 83(b) Election***.

(a) ***Section 83(b) Election***. The Recipient may elect, within thirty (30) days of the Date of Grant, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value (as of the Date of Grant) of the Restricted Stock pursuant to Section 83(b) of the Code (the "Section 83(b) Election"). If the Recipient properly makes the Section 83(b) Election, the Recipient shall provide a copy of the statement making the Section 83(b) Election to the Company on or before the date on which the statement making the Section 83(b) Election is filed with the Internal Revenue Service and the Recipient shall make arrangements satisfactory to the Company to pay to the Company any federal, state or local income taxes required to be withheld with respect to the Restricted Stock. If the Recipient shall fail to make such tax payments as are required, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be issued to the Recipient under this Agreement) otherwise due to the Recipient any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(b) ***No Section 83(b) Election***. If the Recipient does not properly make the Section 83(b) Election, the Recipient shall, no later than the date or dates as of which the restrictions referred to in this Agreement hereof shall lapse, pay to the Company, or make

arrangements satisfactory to the Committee for payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Restricted Stock (including without limitation the vesting thereof), and the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind (including without limitation, the withholding of any Shares that otherwise would be distributed to the Recipient under this Agreement) otherwise due to Recipient any federal, state, or local taxes of any kind required by law to be withheld with respect to the Restricted Stock.

(c) ***Satisfaction of Withholding Requirements***. The Recipient may satisfy the withholding requirements with respect to the Restricted Stock pursuant to any one or combination of the following methods:

(i) payment in cash; or

(ii) payment by surrendering unrestricted previously held Shares which have a value equal to the required withholding amount or the withholding of Shares that otherwise would be deliverable to the Recipient pursuant to this Award. The Recipient may surrender Shares either by attestation or by delivery of a certificate or certificates for shares duly endorsed for transfer to the Company, and if required with medallion level signature guarantee by a member firm of a national stock exchange, by a national or state bank (or guaranteed or notarized in such other manner as the Committee may require).

(d) ***Recipient's Responsibilities for Tax Consequences***. Tax consequences on the Recipient (including without limitation federal, state, local and foreign income tax consequences) with respect to the Restricted Stock (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of a Section 83(b) Election, and the Recipient's filing, withholding and payment (or tax liability) obligations.

9. ***Amendment, Modification & Assignment***. This Agreement may only be modified or amended in a writing signed by the parties hereto. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to in writing by the Company, in its sole discretion, this Agreement (and Recipient's rights hereunder) may not be assigned, and the obligations of Recipient hereunder may not be delegated, in whole or in part. The Company may assign any of its rights under this Agreement. The rights and obligations created hereunder shall be binding on the Recipient and his heirs and legal representatives and on the successors and assigns of the Company.

10. ***Complete Agreement***. This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

11. ***Miscellaneous***.

(a) ***No Right to (Continued) Employment or Service***. This Agreement and the grant of Restricted Stock hereunder shall not confer, or be construed to confer, upon the Recipient any right to employment or service, or continued employment or service, with the Company or any Related Entity.

(b) ***No Limit on Other Compensation Arrangements***. Nothing contained in this Agreement shall preclude the Company or any Related Entity from adopting or continuing in effect other or additional compensation plans, agreements or arrangements, and any such plans, agreements and arrangements may be either generally applicable or applicable only in specific cases or to specific persons.

(c) ***Severability***. If any term or provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or under any applicable law, rule or regulation, then such provision shall be construed or deemed amended to conform to applicable law (or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant of Restricted Stock hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award hereunder shall remain in full force and effect).

(d) ***No Trust or Fund Created***. Neither this Agreement nor the grant of Restricted Stock hereunder shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Related Entity and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company or any Related Entity pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) ***Law Governing***. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflict of laws rules or principles thereof).

(f) ***Interpretation*** . The Recipient accepts the Restricted Stock subject to all of the terms, provisions and restrictions of this Agreement and the Plan. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

(g) ***Headings***. Section, paragraph and other headings and captions are provided solely as a convenience to facilitate reference. Such headings and captions shall not be deemed in any way material or relevant to the construction, meaning or interpretation of this Agreement or any term or provision hereof.

(h) ***Notices***. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, registered, postage prepaid, and addressed, in the case of the Company, to the Company's Secretary at 2381 NW Executive Center Drive, Boca Raton, Florida 33431, or if the Company should move its principal office, to such principal office, and, in the case of the Recipient, to the Recipient's last permanent address as shown on the Company's records, subject to the right of either party to designate some other address at any time hereafter in a notice satisfying the requirements of this Section.

(i) ***Non-Waiver of Breach***. The waiver by any party hereto of the other party's prompt and complete performance, or breach or violation, of any term or provision of this Agreement shall be effected solely in a writing signed by such party, and shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party, or as a bar to the exercise of such right or remedy by such party, upon the occurrence of any subsequent breach or violation.

(j) ***Counterparts***. This Agreement may be executed in two or more separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first written above.

JARDEN CORPORATION:

By: /s/ John E. Capps
Name: John E. Capps
Title: EVP Administration, General Counsel & Secretary

Agreed and Accepted:

RECIPIENT:

By: /s/ Alan LeFevre
Alan LeFevre

News Release

Newell Brands Announces Completion of Newell Rubbermaid and Jarden Corporation Combination

Creates $16 billion consumer goods company with portfolio of leading brands that compete in large, growing and unconsolidated global markets

ATLANTA, April 15, 2016 – Newell Brands Inc. (NYSE: NWL) is pleased to announce the successful completion of the combination of Newell Rubbermaid and Jarden Corporation. This transaction creates a $16 billion global consumer goods company with a strong portfolio of leading brands, including Paper Mate®, Sharpie®, Dymo®, EXPO®, Parker®, Elmer's®, Coleman®, Jostens®, Marmot®, Rawlings®, Irwin®, Lenox®, Oster®, Sunbeam®, FoodSaver®, Mr. Coffee®, Rubbermaid Commercial Products®, Graco®, Baby Jogger®, NUK®, Calphalon®, Rubbermaid®, Contigo®, First Alert®, Waddington and Yankee Candle®. The company has been renamed Newell Brands Inc. and will continue to be listed on the New York Stock Exchange with ticker symbol NWL.

"The combination of our two great organizations creates a powerhouse consumer goods company and sets up a very exciting long-term growth and value creation story," said Michael Polk, Newell Brands Chief Executive Officer. "I am honored to have the opportunity to lead Newell Brands and the development of our business. We expect Newell Brands to unlock far greater upside than either company could have on their own. I want to thank Martin Franklin, Ian Ashken and Jim Lillie for their achievements and leadership at Jarden and for the role they have played in helping us bring our companies together. Our immediate focus will be to deliver our 2016 financial objectives, start the work of integrating the two companies and develop the long term corporate and portfolio strategy that will guide the choices we make and the realization of the company's full potential."

The agreement to combine with Jarden Corporation was announced on December 14, 2015, for per share consideration equal to $21 in cash and 0.862 of a share in Newell Brands stock. The closing of the transaction follows the approval of both companies' stockholders in separate votes held earlier today and the receipt of required regulatory approvals in all applicable jurisdictions including the U.S., European Union, Canada and Mexico. Voting results for both companies will be disclosed in a Form 8-K to be filed with the Securities and Exchange Commission. Jarden's common stock will cease trading on the New York Stock Exchange immediately prior to market open on April 18, 2016, and will no longer be listed on the New York Stock Exchange.

Management and Governance

As previously announced, several management changes became effective today as a result of completing the transaction.

Newell Brands will be led by Michael Polk as Chief Executive Officer. Mark Tarchetti will serve as the President of Newell Brands with enterprise-wide responsibility for bringing the companies together and establishing an operating cadence that delivers the full potential of the combination, realizes the synergies and delivers the business case. For the balance of 2016, the operating structure will remain largely unchanged with Jarden and Newell Rubbermaid commercial operations running independent of each other. William Burke will serve as the President of Jarden Group. Burke will lead the Jarden businesses working closely with Richard Sansone, Chief

Operating Officer, Jarden Group, and the Jarden business leaders to ensure a seamless transition and delivery of the 2016 goals. Joseph Arcuri and Richard Davies will continue to serve in their recently announced roles as Chief Commercial Officer and Chief Development Officer, respectively, of Newell Rubbermaid Group. Russell Torres, recently appointed Chief Transformation Officer, will lead Newell Brands' integration and transformation efforts including delivery of the remaining savings associated with Project Renewal. Bradford Turner has been appointed Chief Legal Officer and Corporate Secretary of Newell Brands. Other key appointments will be made over the coming weeks. This leadership team will work together to develop the corporate and portfolio strategy of the new company.

Additionally, effective April 22, 2016, the Newell Brands Board of Directors will expand to include Martin E. Franklin, Founder and former Executive Chairman of Jarden; Ian G. H. Ashken, Co-Founder, former Vice Chairman and President of Jarden; and Ros L'Esperance, Group Managing Director, Head of Americas Investment Banking & Chairman of Global Investment Banking at UBS. The new twelve-member Newell Brands Board of Directors will be led by non-executive Chairman Michael Cowhig.

About Newell Brands

Newell Brands (NYSE: NWL) is a leading global consumer goods company with a strong portfolio of well-known brands, including Paper Mate®, Sharpie®, Dymo®, EXPO®, Parker®, Elmer's®, Coleman®, Jostens®, Marmot®, Rawlings®, Irwin®, Lenox®, Oster®, Sunbeam®, FoodSaver®, Mr. Coffee®, Rubbermaid Commercial Products®, Graco®, Baby Jogger®, NUK®, Calphalon®, Rubbermaid®, Contigo®, First Alert®, Waddington and Yankee Candle®. Driven by a sharp focus on the consumer, leading investment in innovation and brands, and a performance-driven culture, Newell Brands helps consumers achieve more where they live, learn, work and play.

This press release and additional information about Newell Brands are available on the company's website, www.newellbrands.com.

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Caution Concerning Forward-Looking Statements

Statements in this news release that are not historical in nature constitute forward looking statements. These forward-looking statements relate to information or assumptions about the expected benefits of the acquisition,

management's plans, projections and objectives for future operations, scale and performance, integration plans and expected synergies therefrom, and anticipated future financial and operating performance results, including operating margin or gross margin, capital and other expenditures, cash flow, dividends, restructuring and other project costs, costs and cost savings, and debt ratings. These statements are accompanied by words such as "anticipate," "expect," "project," "will," "believe," "estimate" and similar expressions. Such expectations are based upon certain preliminary information, internal estimates, and management assumptions, expectations, and plans, and are subject to a number of risks and uncertainties inherent in projecting future conditions, events, and results. Actual results could differ materially from those expressed or implied in the forward-looking statements if one or more of the underlying assumptions or expectations prove to be inaccurate or are unrealized. Important factors that could cause actual results to differ materially from those suggested by the forward-looking statements include, but are not limited to, risk that Newell Brands is unable to retain its investment grade rating; failure to realize the benefits expected from the acquisition; failure to promptly and effectively integrate the acquisition; and the effect of the acquisition on the ability of Newell Brands to retain customers and retain and hire key personnel, maintain relationships with suppliers, on operating results and business generally and those factors listed in Newell Rubbermaid's Annual Report on Form 10-K for the year ended December 31, 2015, as amended by its Form 10-K/A, and Jarden's Annual Report on Form 10-K for the year ended December 31, 2015, in each case, filed with the Securities and Exchange Commission ("SEC"). Changes in such assumptions or factors could produce significantly different results. The information contained in this news release is as of the date indicated. Newell Brands assumes no obligation to update any forward-looking statements contained in this news release as a result of new information or future events or developments.