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

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

for the Quarterly Period Ended June 30, 2013

Commission File Number 1-9608

NEWELL RUBBERMAID INC.

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

36-3514169
(I.R.S. Employer
Identification No.)

Three Glenlake Parkway
Atlanta, Georgia 30328
(Address of principal executive offices)
(Zip Code)

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

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

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

Number of shares of common stock outstanding (net of treasury shares) as of June 30, 2013: 288.0 million.

TABLE OF CONTENTS

PART I. FINANCIAL INFORMATION	3
Item 1. Financial Statements	3
Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations	24
Item 3. Quantitative and Qualitative Disclosures about Market Risk	40
Item 4. Controls and Procedures	40
PART II. OTHER INFORMATION	40
Item 1. Legal Proceedings	40
Item 1A. Risk Factors	40
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	40
Item 6. Exhibits	41
SIGNATURES	42

PART I. FINANCIAL INFORMATION**Item 1. Financial Statements****NEWELL RUBBERMAID INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)***(Amounts in millions, except per share data)*

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2013	2012	2013	2012
Net sales	\$ 1,474.7	\$ 1,425.3	\$ 2,715.5	\$ 2,675.8
Cost of products sold	892.0	872.6	1,659.2	1,635.1
GROSS MARGIN	582.7	552.7	1,056.3	1,040.7
Selling, general and administrative expenses	365.3	365.3	706.7	718.0
Restructuring costs	32.0	10.0	66.4	22.1
OPERATING INCOME	185.4	177.4	283.2	300.6
Nonoperating expenses:				
Interest expense, net	15.0	20.5	29.6	40.7
Other expense, net	4.2	0.6	17.2	0.3
Net nonoperating expenses	19.2	21.1	46.8	41.0
INCOME BEFORE INCOME TAXES	166.2	156.3	236.4	259.6
Income tax expense	49.6	50.0	56.0	75.0
INCOME FROM CONTINUING OPERATIONS	116.6	106.3	180.4	184.6
(Loss) income from discontinued operations, net of tax	(6.8)	5.5	(16.4)	6.5
NET INCOME	\$ 109.8	\$ 111.8	\$ 164.0	\$ 191.1
Weighted average shares outstanding:				
Basic	290.9	292.1	290.4	292.1
Diluted	294.3	294.0	293.7	294.3
Earnings per share:				
Basic:				
Income from continuing operations	\$ 0.40	\$ 0.36	\$ 0.62	\$ 0.63
(Loss) income from discontinued operations	(0.02)	0.02	(0.06)	0.02
Net income	\$ 0.38	\$ 0.38	\$ 0.56	\$ 0.65
Diluted:				
Income from continuing operations	\$ 0.40	\$ 0.36	\$ 0.61	\$ 0.63
(Loss) income from discontinued operations	(0.02)	0.02	(0.06)	0.02
Net income	\$ 0.37	\$ 0.38	\$ 0.56	\$ 0.65
Dividends per share	\$ 0.15	\$ 0.10	\$ 0.30	\$ 0.18

See Notes to Condensed Consolidated Financial Statements (Unaudited).

NEWELL RUBBERMAID INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (Unaudited)

(Amounts in millions)

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2013	2012	2013	2012
NET INCOME	\$ 109.8	\$ 111.8	\$ 164.0	\$ 191.1
Other comprehensive (loss) income, net of tax:				
Foreign currency translation adjustments	(13.7)	(50.1)	(49.0)	(4.5)
Change in unrecognized pension and other postretirement costs ⁽¹⁾	5.1	5.4	17.7	6.9
Derivative hedging gain (loss) ⁽²⁾	1.0	(0.3)	1.7	(1.7)
Total other comprehensive (loss) income, net of tax	(7.6)	(45.0)	(29.6)	0.7
COMPREHENSIVE INCOME	<u>\$ 102.2</u>	<u>\$ 66.8</u>	<u>\$ 134.4</u>	<u>\$ 191.8</u>

(1) Net of income tax expense of \$2.7 million and \$2.0 million for the three months ended June 30, 2013 and 2012, respectively, and \$5.4 million and \$4.2 million for the six months ended June 30, 2013 and 2012, respectively.

(2) Net of income tax expense (benefit) of \$0.4 million and \$(0.4) million for the three months ended June 30, 2013 and 2012, respectively, and \$0.3 million and \$(0.9) million for the six months ended June 30, 2013 and 2012, respectively.

See Notes to Condensed Consolidated Financial Statements (Unaudited).

NEWELL RUBBERMAID INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)

(Amounts in millions, except par values)

	June 30, 2013	December 31, 2012
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 154.1	\$ 183.8
Accounts receivable, net	1,215.3	1,112.4
Inventories, net	884.7	696.4
Deferred income taxes	155.9	135.8
Prepaid expenses and other	190.2	142.7
TOTAL CURRENT ASSETS	2,600.2	2,271.1
PROPERTY, PLANT AND EQUIPMENT, NET	533.4	560.2
GOODWILL	2,346.4	2,370.2
OTHER INTANGIBLE ASSETS, NET	638.0	654.1
OTHER ASSETS	284.9	366.4
TOTAL ASSETS	\$ 6,402.9	\$ 6,222.0
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 658.1	\$ 527.4
Accrued compensation	125.0	173.5
Other accrued liabilities	645.1	658.0
Short-term debt	412.4	210.7
Current portion of long-term debt	0.8	1.2
TOTAL CURRENT LIABILITIES	1,841.4	1,570.8
LONG-TERM DEBT	1,669.0	1,706.5
OTHER NONCURRENT LIABILITIES	852.0	944.5
STOCKHOLDERS' EQUITY:		
Preferred stock, authorized shares, 10.0 at \$1.00 par value	—	—
None issued and outstanding		
Common stock, authorized shares, 800.0 at \$1.00 par value	306.5	304.7
Outstanding shares, before treasury:		
2013 – 306.5		
2012 – 304.7		
Treasury stock, at cost:	(464.3)	(448.0)
Shares held:		
2013 – 18.5		
2012 – 17.8		
Additional paid-in capital	705.8	634.1
Retained earnings	2,307.6	2,294.9
Accumulated other comprehensive loss	(818.6)	(789.0)
STOCKHOLDERS' EQUITY ATTRIBUTABLE TO PARENT	2,037.0	1,996.7
STOCKHOLDERS' EQUITY ATTRIBUTABLE TO NONCONTROLLING INTERESTS	3.5	3.5
TOTAL STOCKHOLDERS' EQUITY	2,040.5	2,000.2
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 6,402.9	\$ 6,222.0

See Notes to Condensed Consolidated Financial Statements (Unaudited).

NEWELL RUBBERMAID INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

(Amounts in millions)

	Six Months Ended	
	June 30,	
	2013	2012
OPERATING ACTIVITIES:		
Net income	\$ 164.0	\$ 191.1
Adjustments to reconcile net income to net cash (used in) provided by operating activities:		
Depreciation and amortization	79.6	80.8
Losses associated with discontinued operations	22.7	—
Deferred income taxes	47.0	34.3
Non-cash restructuring costs (benefits)	2.2	(0.3)
Stock-based compensation expense	19.7	18.2
Other, net	18.4	4.6
Changes in operating assets and liabilities, excluding the effects of acquisitions and divestitures:		
Accounts receivable	(125.1)	(109.0)
Inventories	(201.7)	(167.1)
Accounts payable	135.0	89.3
Accrued liabilities and other	(221.6)	(86.2)
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	(59.8)	55.7
INVESTING ACTIVITIES:		
Acquisitions and acquisition-related activity	—	(13.7)
Capital expenditures	(57.0)	(85.0)
Proceeds from sales of businesses and other noncurrent assets	—	16.6
Other	(0.3)	(0.2)
NET CASH USED IN INVESTING ACTIVITIES	(57.3)	(82.3)
FINANCING ACTIVITIES:		
Short-term borrowings, net	202.1	71.1
Payments on debt	—	(250.3)
Proceeds from issuance of debt, net of debt issuance costs	—	495.1
Repurchase and retirement of shares of common stock	(72.4)	(41.3)
Cash dividends	(88.1)	(53.3)
Excess tax benefits related to stock-based compensation	9.7	11.3
Other stock-based compensation activity, net	39.2	(4.8)
NET CASH PROVIDED BY FINANCING ACTIVITIES	90.5	227.8
Currency rate effect on cash and cash equivalents	(3.1)	(0.6)
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(29.7)	200.6
Cash and cash equivalents at beginning of period	183.8	170.2
CASH AND CASH EQUIVALENTS AT END OF PERIOD	\$ 154.1	\$ 370.8

See Notes to Condensed Consolidated Financial Statements (Unaudited).

NEWELL RUBBERMAID INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

Footnote 1 — Basis of Presentation and Significant Accounting Policies

The accompanying unaudited condensed consolidated financial statements of Newell Rubbermaid Inc. (collectively with its subsidiaries, the “Company”) have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) and do not include all the information and footnotes required by U.S. generally accepted accounting principles (“U.S. GAAP”) for complete financial statements. In the opinion of management, the unaudited condensed consolidated financial statements include all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the financial position and the results of operations. It is recommended that these unaudited condensed consolidated financial statements be read in conjunction with the financial statements, and the footnotes thereto, included in the Company’s latest Annual Report on Form 10-K.

Seasonal Variations

Sales of the Company’s products tend to be seasonal, with sales and operating income in the first quarter generally lower than any other quarter during the year, driven principally by reduced volume and the mix of products sold in the first quarter. Historically, the Company has earned more than 60% of its annual operating income during the second and third quarters of the year. The seasonality of the Company’s sales volume combined with the accounting for fixed costs, such as depreciation, amortization, rent, personnel costs and interest expense, impacts the Company’s results on a quarterly basis. In addition, the Company has historically generated more than 65% of its operating cash flow in the second half of the year due to seasonal variations in operating results, the timing of annual performance-based compensation payments, and credit terms provided to customers. Accordingly, the Company’s results for the three and six months ended June 30, 2013 may not necessarily be indicative of the results that may be expected for the full year ending December 31, 2013.

Recent Accounting Pronouncements

Changes to U.S. GAAP are established by the Financial Accounting Standards Board (“FASB”) in the form of accounting standards updates (“ASUs”) to the FASB’s Accounting Standards Codification. The Company considers the applicability and impact of all ASUs.

In January 2013, the FASB issued ASU 2013-01, “*Balance Sheet (Topic 210): Clarifying the Scope of Disclosures about Offsetting Assets and Liabilities.*” ASU 2013-01 clarifies that ordinary trade receivables are not in the scope of ASU 2011-11, “*Balance Sheet (Topic 210): Disclosures about Offsetting Assets and Liabilities.*” Specifically, ASU 2011-11 applies only to certain derivatives, repurchase agreements and reverse repurchase agreements, and securities borrowing and securities lending transactions that are either offset in accordance with specific criteria contained in the accounting standards or subject to a master netting arrangement or similar agreement. Other types of financial assets and financial liabilities subject to a master netting arrangement or similar agreement are no longer subject to the disclosure requirements in ASU 2011-11. The Company adopted the provisions of ASU 2011-11 addressed by ASU 2013-01 beginning January 1, 2013, and the adoption did not have a material impact on the Company’s financial statements or disclosures.

In February 2013, the FASB issued ASU 2013-02, “*Comprehensive Income (Topic 220): Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income.*” ASU 2013-02 requires an entity to present, either on the face of the statement of operations or in the notes, the effects on the line items of net income of significant amounts reclassified out of accumulated other comprehensive income, but only if the amount reclassified is required under U.S. GAAP to be reclassified to net income in its entirety in the same reporting period. For amounts that are not required to be reclassified in their entirety to net income, an entity is required to cross-reference to other disclosures that provide additional detail about those amounts. The Company adopted ASU 2013-02 effective January 1, 2013, and the required disclosures are included in Footnote 3.

Other recently issued ASUs were assessed and determined to be either not applicable or are expected to have a minimal impact on the Company’s consolidated financial position and results of operations.

Venezuelan Operations

In February 2013, the Venezuelan government announced a devaluation of the Bolivar Fuerte (“Bolívar”), resulting in the exchange rate declining from 5.3 to 6.3 Bolívars to U.S. Dollar. Because the Company considers Venezuela a highly inflationary economy, the change in the exchange rate resulted in foreign exchange losses of \$11.1 million during the six months ended June 30, 2013. These foreign exchange losses represent the impact of the devaluation on the Bolívar-denominated net monetary assets of the Company’s Venezuelan operations. As of June 30, 2013, the Company’s Venezuelan operations had approximately \$62.3 million in Bolívar-denominated net monetary assets. In future periods, foreign exchange gains (losses) arising due to the appreciation (depreciation) of the Bolívar versus the U.S. Dollar will result in one-time benefits (charges) based on the value of the Bolívar.

ar-denominated net monetary assets at the time when such exchange rate changes become effective. During the six months ended June 30, 2013 and 2012, the Company's Venezuelan operations generated 1.3% or less of consolidated net sales.

Income Taxes

At the end of each interim period, the Company makes its best estimate of the effective tax rate expected to be applicable for the full fiscal year. This estimate reflects, among other items, the Company's best estimate of operating results and foreign currency exchange rates. The Company's quarterly income tax rate may differ from its estimated annual effective tax rate because accounting standards require the Company to exclude the actual results of certain entities expected to generate a pretax loss when applying the estimated annual effective tax rate to the Company's consolidated pretax results in interim periods. In estimating the annual effective tax rate, the Company does not include the estimated impact of unusual and/or infrequent items, which may cause significant variations in the customary relationship between income tax expense (benefit) and pretax income (loss) in quarterly periods.

Reclassifications

Certain 2012 amounts have been reclassified to conform to the 2013 presentation.

Footnote 2 — Discontinued Operations

During the six months ended June 30, 2013, the Company's Hardware and Teach platform businesses were classified as discontinued operations based on the Company's commitment to divest the businesses. These disposal groups consist of convenience, cabinet and window hardware (Bulldog[®], Ashland[™] and Amerock[®] as well as the Levolor[®] and private label drapery hardware business); manual paint applicators (Shur-line[®]); and interactive teaching solutions (mimio[®] and Headsprout[®]). Based on the Company's strategy to allocate resources to its businesses relative to their growth potential and those with the greater right to win in the marketplace, the Company determined these businesses did not align with the Company's long-term growth plans and has initiated a plan to divest these businesses.

The following table provides a summary of amounts included in discontinued operations (*in millions*):

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2013	2012	2013	2012
Net sales	\$ 75.6	\$ 90.8	\$ 144.8	\$ 172.7
(Loss) income from discontinued operations, before income taxes ⁽¹⁾	\$ (9.9)	\$ 8.2	\$ (21.6)	\$ 9.2
Income tax (benefit) expense	(3.1)	2.7	(5.2)	2.7
(Loss) income from discontinued operations, net of tax	\$ (6.8)	\$ 5.5	\$ (16.4)	\$ 6.5

(1) Includes pretax losses of \$10.3 million (related tax benefit of \$1.6 million) and \$22.7 million (related tax benefit of \$4.0 million) for the three and six months ended June 30, 2013, respectively, relating to impairments of goodwill, intangibles and other long-lived assets and write-downs of working capital.

Footnote 3 — Stockholders' Equity and Accumulated Other Comprehensive Loss

In August 2011, the Company announced a \$300.0 million three-year share repurchase program (the "SRP"). Under the SRP, the Company may repurchase its own shares of common stock through a combination of a 10b5-1 automatic trading plan, discretionary market purchases or in privately negotiated transactions. The SRP is authorized to run for a period of three years ending in August 2014. During the six months ended June 30, 2013, the Company repurchased 2.9 million shares pursuant to the SRP for \$72.4 million, and such shares were immediately retired. Since the commencement of the SRP through June 30, 2013, the Company has repurchased and retired 11.2 million shares at an aggregate cost of \$210.0 million.

The following table displays the changes in accumulated other comprehensive loss by component for the six months ended June 30, 2013 (*in millions*):

	Foreign Currency Translation Loss ⁽¹⁾	Unrecognized Pension & Other Postretirement Costs, Net of Tax	Derivative Hedging (Loss) Gain, Net of Tax	Accumulated Other Comprehensive Loss
Balance at December 31, 2012	\$ (166.5)	\$ (621.1)	\$ (1.4)	\$ (789.0)
Other comprehensive (loss) income before reclassifications	(49.0)	6.6	3.0	(39.4)
Amounts reclassified to earnings	—	11.1	(1.3)	9.8
Net current period other comprehensive (loss) income	(49.0)	17.7	1.7	(29.6)
Balance at June 30, 2013	\$ (215.5)	\$ (603.4)	\$ 0.3	\$ (818.6)

(1) Includes foreign exchange losses of \$7.7 million arising during the six months ended June 30, 2013, associated with intercompany loans designated as long-term.

The following table depicts reclassifications out of accumulated other comprehensive loss to earnings for the three and six months ended June 30, 2013 (*in millions*):

	Amount Reclassified to Earnings as Expense (Benefit)		Affected Line Item in the Condensed Consolidated Statements of Operations
	Three Months Ended June 30, 2013	Six Months Ended June 30, 2013	
Unrecognized pension and other postretirement costs:			
Prior service benefit	\$ (0.2)	\$ (0.4)	(2)
Actuarial loss	8.5	16.9	(2)
Total before tax	8.3	16.5	
Tax effect	(2.7)	(5.4)	
Net of tax	\$ 5.6	\$ 11.1	
Derivatives:			
Foreign exchange contracts on inventory-related purchases	\$ (1.7)	\$ (2.2)	Cost of products sold
Forward interest rate swaps	0.2	0.4	Interest expense, net
Total before tax	(1.5)	(1.8)	
Tax effect	0.4	0.5	
Net of tax	\$ (1.1)	\$ (1.3)	

(2) These accumulated other comprehensive income (loss) components are included in the computation of net periodic pension and other postretirement benefit costs, which are recorded in the cost of products sold and selling, general and administrative expenses line-items in the Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2013. See Footnote 8 for further details.

Footnote 4 — Restructuring Costs

Project Renewal

In October 2011, the Company announced Project Renewal, a program designed to reduce the complexity of the organization and increase investment in growth platforms within the business. Project Renewal is designed to simplify and align the business around two key activities – Brand & Category Development and Market Execution & Delivery. In connection with the program, the Company eliminated its operating groups and consolidated its 13 global business units into five business segments. In addition, the Company is consolidating certain manufacturing facilities and distribution centers as part of the program, with the goal of increasing operational efficiency, reducing costs and improving gross margin. Cumulative pretax costs of Project Renewal are expected to be \$340 to \$375 million, of which \$300 to \$340 million are cash costs. Approximately 75% of the total cash costs are expected to be employee-related cash costs, including severance, retirement, and other termination benefits and costs. Project Renewal is expected to be complete by mid-2015.

The following table depicts the restructuring charges incurred in connection with Project Renewal (*in millions*):

	Three Months Ended June 30,		Six Months Ended June 30,		Since Inception Through
	2013 ⁽¹⁾	2012 ⁽¹⁾	2013 ⁽¹⁾	2012 ⁽¹⁾	June 30, 2013 ⁽¹⁾
Facility and other exit costs, including impairments	\$ 2.3	\$ —	\$ 2.3	\$ —	\$ 9.3
Employee severance, termination benefits and relocation costs	24.0	4.0	54.6	11.0	97.5
Exited contractual commitments and other	2.4	1.8	10.6	5.5	23.9
	<u>\$ 28.7</u>	<u>\$ 5.8</u>	<u>\$ 67.5</u>	<u>\$ 16.5</u>	<u>\$ 130.7</u>

(1) Restructuring costs included in discontinued operations were \$0.3 million and \$1.1 million for the three months ended June 30, 2013 and 2012, respectively, and \$1.1 million and \$1.7 million for the six months ended June 30, 2013 and 2012, respectively. Since inception through June 30, 2013, restructuring costs included in discontinued operations were \$6.4 million.

Restructuring provisions were determined based on estimates prepared at the time the restructuring actions were approved by management, are periodically updated for changes and also include amounts recognized as incurred. The following table depicts the activity in accrued restructuring reserves for Project Renewal for the six months ended June 30, 2013 (*in millions*):

	December 31, 2012			June 30, 2013
	Balance	Provision	Costs Incurred	Balance
Facility and other exit costs, including impairments	\$ —	\$ 2.3	\$ (2.3)	\$ —
Employee severance, termination benefits and relocation costs	19.0	54.6	(23.5)	50.1
Exited contractual commitments and other	4.3	10.6	(10.3)	4.6
	<u>\$ 23.3</u>	<u>\$ 67.5</u>	<u>\$ (36.1)</u>	<u>\$ 54.7</u>

The following table depicts the activity in accrued restructuring reserves for Project Renewal for the six months ended June 30, 2013 aggregated by reportable business segment (*in millions*):

Segment	December 31, 2012			June 30, 2013
	Balance	Provision	Costs Incurred	Balance
Writing	\$ 3.4	\$ 20.7	\$ (4.3)	\$ 19.8
Home Solutions	8.5	2.0	(9.3)	1.2
Tools	0.2	1.2	(0.7)	0.7
Commercial Products	1.4	2.5	(1.0)	2.9
Baby & Parenting	0.9	—	(0.6)	0.3
Corporate	8.9	41.1	(20.2)	29.8
	<u>\$ 23.3</u>	<u>\$ 67.5</u>	<u>\$ (36.1)</u>	<u>\$ 54.7</u>

European Transformation Plan

In June 2010, the Company announced a program to centralize its European business (the “European Transformation Plan”). The European Transformation Plan includes initiatives designed to transform the European organizational structure and processes to centralize certain operating activities, improve performance, leverage the benefits of scale, and to contribute to a more efficient and cost-effective implementation of an enterprise resource planning program in Europe, all with the aim of increasing operating margin in the European region to approximately 10%. The implementation of the European Transformation Plan was complete as of December 31, 2012. Cumulative restructuring costs over the life of the initiative were \$35.9 million.

Restructuring charges (adjustments) in connection with the European Transformation Plan were \$1.6 million and \$4.2 million for the three months ended June 30, 2013 and 2012, respectively, and \$(1.8) million and \$5.6 million for the six months ended June 30, 2013 and 2012, respectively, and are reported in the Corporate segment.

Restructuring provisions were determined based on estimates prepared at the time the restructuring actions were approved by management, are periodically updated for changes and also include amounts recognized as incurred. The following table depicts the activity in accrued restructuring reserves for the European Transformation Plan for the six months ended June 30, 2013 (*in millions*):

	December 31, 2012		Provision		June 30, 2013			
	Balance		(Adjustment)	Costs Incurred	Balance			
Employee severance, termination benefits and relocation costs	\$	10.9	\$	(3.4)	\$	(4.5)	\$	3.0
Exited contractual commitments and other		2.0		1.6		(2.8)		0.8
	\$	12.9	\$	(1.8)	\$	(7.3)	\$	3.8

The table below shows restructuring costs recognized for all restructuring activities in continuing operations for the periods indicated, aggregated by reportable business segment (*in millions*):

Segment	Three Months Ended		Six Months Ended					
	June 30,		June 30,					
	2013 ⁽²⁾	2012	2013 ⁽²⁾	2012				
Writing	\$	18.1	\$	0.7	\$	20.7	\$	1.4
Home Solutions		(0.4)		1.8		2.0		9.9
Tools		1.3		0.6		2.7		0.6
Commercial Products		1.5		0.6		2.5		2.1
Baby & Parenting		(0.3)		—		—		0.2
Corporate		11.8		6.3		38.5		7.9
	\$	32.0	\$	10.0	\$	66.4	\$	22.1

(2) Includes adjustments of \$1.7 million and \$0.7 million relating to Project Acceleration that had the impact of increasing restructuring costs for the three and six months ended June 30, 2013, respectively.

Cash paid for all restructuring activities was \$22.6 million and \$39.5 million for the three and six month periods ended June 30, 2013, respectively, and \$9.5 million and \$22.4 million for the three and six month periods ended June 30, 2012.

Footnote 5 — Inventories, Net

Inventories are stated at the lower of cost or market value. The components of net inventories were as follows (*in millions*):

	June 30, 2013	December 31, 2012
Materials and supplies	\$ 150.7	\$ 126.6
Work in process	142.1	109.3
Finished products	591.9	460.5
	<u>\$ 884.7</u>	<u>\$ 696.4</u>

Footnote 6 — Debt

The following is a summary of outstanding debt (*in millions*):

	June 30, 2013	December 31, 2012
Medium-term notes	\$ 1,666.8	\$ 1,703.9
Commercial paper	199.9	—
Receivables facility	200.0	200.0
Other debt	15.5	14.5
Total debt	2,082.2	1,918.4
Short-term debt	(412.4)	(210.7)
Current portion of long-term debt	(0.8)	(1.2)
Long-term debt	<u>\$ 1,669.0</u>	<u>\$ 1,706.5</u>

Interest Rate Swaps

As of June 30, 2013, the Company was party to fixed-for-floating interest rate swaps designated as fair value hedges. The interest rate swaps relate to an aggregate \$750.0 million principal amount of the medium-term notes and result in the Company effectively paying a floating rate of interest on the medium-term notes hedged by the interest rate swaps.

The medium-term note balances at June 30, 2013 and December 31, 2012 include mark-to-market adjustments of \$(5.3) million and \$31.7 million, respectively, to record the fair value of the hedges of the fixed-rate debt, and the mark-to-market adjustment had the effect of (decreasing) increasing the reported value of the medium-term notes. Compared to the stated rates of the underlying medium-term notes, interest rate swaps, including amortization of settled interest rate swaps, had the effect of reducing interest expense by \$3.4 million and \$4.8 million for the three months ended June 30, 2013 and 2012, respectively, and by \$6.9 million and \$11.8 million for the six months ended June 30, 2013 and 2012, respectively.

Receivables-Related Borrowings

In September 2012, the Company renewed its 364-day receivables facility that provides for borrowings of up to \$200.0 million such that it will expire in September 2013 (the "Receivables Facility"). Under the Receivables Facility, the Company and certain operating subsidiaries (collectively, "the Originators") sell their receivables to a financing subsidiary as the receivables are originated. The financing subsidiary is wholly owned by the Company and is the owner of the purchased receivables and the borrower under the Receivables Facility. The assets of the financing subsidiary are restricted as collateral for the payment of debt or other obligations arising under the Receivables Facility, and the financing subsidiary's assets and credit are not available to satisfy the debts and obligations owed to the Company's or any other Originator's creditors. The Company includes the financing subsidiary's assets, liabilities and results of operations in its consolidated financial statements. The Receivables Facility requires, among other things, that the Company maintain certain interest coverage and total indebtedness to total capital ratios, and the Company was in compliance with such requirements as of June 30, 2013. The financing subsidiary owned \$784.5 million of outstanding accounts receivable as of June 30, 2013, and these amounts are included in accounts receivable, net in the Company's Condensed Consolidated Balance Sheet at June 30, 2013. The Company had outstanding borrowings of \$200.0 million under the Receivables Facility as of June 30, 2013, at a weighted average interest rate of 0.9%.

Revolving Credit Facility and Commercial Paper

On December 2, 2011, the Company entered into a five-year credit agreement (the "Credit Agreement") with a syndicate of banks. The Credit Agreement, which was extended for an additional year in December 2012, provides for an unsecured syndicated revolving credit facility with a maturity date of December 1, 2017, and an aggregate commitment at any time outstanding of up

to \$800.0 million (the “Facility”). The Facility also provides for the issuance of up to \$100.0 million of letters of credit, so long as there is a sufficient amount available for borrowing under the Facility. The Credit Agreement contains customary representations and warranties, covenants and events of default. As of June 30, 2013, there were no borrowings or standby letters of credit issued or outstanding under the Facility, and the Company was in compliance with the provisions of the Credit Agreement.

In addition to the committed portion of the Facility, the Credit Agreement provides for extensions of competitive bid loans from one or more lenders (at the lenders’ discretion) of up to \$500.0 million, which are not a utilization of the amount available for borrowing under the Facility.

In lieu of borrowings under the Facility, the Company may issue up to \$800.0 million of commercial paper. The Facility provides the committed backup liquidity required to issue commercial paper. Accordingly, commercial paper may be issued only up to the amount available for borrowing under the Facility. As of June 30, 2013, the Company had outstanding commercial paper obligations of \$199.9 million, while no commercial paper was outstanding as of December 31, 2012.

Footnote 7 — Derivatives

The use of financial instruments, including derivatives, exposes the Company to market risk related to changes in interest rates, foreign currency exchange rates and commodity prices. The Company primarily uses derivatives to manage its interest rate exposure, to achieve a desired proportion of variable and fixed-rate debt, to manage the risk associated with the volatility of future cash flows denominated in foreign currencies and to manage changes in fair value resulting from changes in foreign currency exchange rates. The Company’s foreign exchange risk management policy generally emphasizes hedging transaction exposures of one-year duration or less and hedging foreign currency intercompany financing activities with derivatives with maturity dates of one year or less. The Company reports its derivative positions in the Condensed Consolidated Balance Sheets on a gross basis and does not net asset and liability derivative positions with the same counterparty. The Company monitors its positions with, and the credit quality of, the financial institutions that are parties to its financial transactions. Gains and losses from changes in fair values of derivatives that are not designated as hedges for accounting purposes are recognized currently in earnings, and such amounts were not material for the three and six months ended June 30, 2013 and 2012.

The following table summarizes the Company’s outstanding derivative instruments and their effects on the Condensed Consolidated Balance Sheets as of June 30, 2013 and December 31, 2012 (*in millions*):

Derivatives designated as hedging instruments	Balance Sheet Location	Assets		Balance Sheet Location	Liabilities	
		June 30, 2013	December 31, 2012		June 30, 2013	December 31, 2012
Interest rate swaps	Other assets	\$ 26.1	\$ 38.9	Other noncurrent liabilities	\$ 31.4	\$ 7.2
Foreign exchange contracts on inventory-related purchases	Prepaid expenses and other	2.4	0.5	Other accrued liabilities	—	0.2
Foreign exchange contracts on intercompany borrowings	Prepaid expenses and other	0.2	—	Other accrued liabilities	0.1	1.1
Total assets		<u>\$ 28.7</u>	<u>\$ 39.4</u>	Total liabilities	<u>\$ 31.5</u>	<u>\$ 8.5</u>

The fair values of outstanding derivatives that are not designated as hedges for accounting purposes were not material as of June 30, 2013 and December 31, 2012.

The Company is not a party to any derivatives that require collateral to be posted prior to settlement.

Fair Value Hedges

The following table presents the pretax effects of derivative instruments designated as fair value hedges on the Company’s Condensed Consolidated Statements of Operations (*in millions*):

Derivatives in fair value hedging relationships	Location of gain (loss) recognized in income	Amount of gain (loss) recognized in income			
		Three Months Ended		Six Months Ended	
		June 30,		June 30,	
		2013	2012	2013	2012
Interest rate swaps	Interest expense, net	\$ (30.4)	\$ 5.7	\$ (37.0)	\$ 3.2
Fixed-rate debt	Interest expense, net	\$ 30.4	\$ (5.7)	\$ 37.0	\$ (3.2)

The Company did not realize any ineffectiveness related to fair value hedges during the three and six months ended June 30, 2013 and 2012.

Cash Flow Hedges

The following table presents the pretax effects of derivative instruments designated as cash flow hedges on the Company's Condensed Consolidated Statements of Operations and accumulated other comprehensive income (loss) ("AOCI") (in millions):

Derivatives in cash flow hedging relationships	Location of gain (loss) recognized in income	Amount of gain (loss) reclassified from AOCI into income			
		Three Months Ended		Six Months Ended	
		June 30,		June 30,	
		2013	2012	2013	2012
Foreign exchange contracts on inventory-related purchases	Cost of products sold	\$ 1.7	\$ 0.6	\$ 2.2	\$ 0.8
Foreign exchange contracts on intercompany borrowings	Interest expense, net	—	—	—	(0.1)
Forward interest rate swaps	Interest expense, net	(0.2)	—	(0.4)	—
Commodity swap	Cost of products sold	—	(0.5)	—	(0.5)
		\$ 1.5	\$ 0.1	\$ 1.8	\$ 0.2

Derivatives in cash flow hedging relationships		Amount of gain (loss) recognized in AOCI			
		Three Months Ended		Six Months Ended	
		June 30,		June 30,	
		2013	2012	2013	2012
Foreign exchange contracts on inventory-related purchases		\$ 3.1	\$ 1.6	\$ 4.3	\$ (0.1)
Foreign exchange contracts on intercompany borrowings		(0.6)	2.9	1.8	1.6
Forward interest rate swaps		—	1.1	—	1.1
Commodity swap		—	(3.2)	—	(3.2)
		\$ 2.5	\$ 2.4	\$ 6.1	\$ (0.6)

The Company did not realize any ineffectiveness related to cash flow hedges during the three and six months ended June 30, 2013 and 2012. As of June 30, 2013, the Company expects to reclassify net gains of \$1.6 million into earnings during the next 12 months.

Footnote 8 — Employee Benefit and Retirement Plans

The following table presents the components of the Company's pension cost, including supplemental retirement plans, for the three months ended June 30, (*in millions*):

	U.S.		International	
	2013	2012	2013	2012
Service cost-benefits earned during the period	\$ 0.7	\$ 0.8	\$ 1.9	\$ 1.6
Interest cost on projected benefit obligation	10.0	11.5	6.0	6.2
Expected return on plan assets	(14.7)	(14.9)	(5.8)	(6.2)
Amortization of prior service cost, actuarial loss and other	7.8	5.6	2.3	0.5
Net periodic pension costs	\$ 3.8	\$ 3.0	\$ 4.4	\$ 2.1

The following table presents the components of the Company's pension cost, including supplemental retirement plans, for the six months ended June 30, (*in millions*):

	U.S.		International	
	2013	2012	2013	2012
Service cost-benefits earned during the period	\$ 1.4	\$ 1.5	\$ 3.8	\$ 3.2
Interest cost on projected benefit obligation	20.0	23.0	12.0	12.4
Expected return on plan assets	(29.4)	(29.8)	(11.6)	(12.4)
Amortization of prior service cost, actuarial loss and other	15.6	11.3	3.1	1.0
Net periodic pension cost	\$ 7.6	\$ 6.0	\$ 7.3	\$ 4.2

The Company made a \$100.0 million voluntary contribution to its primary U.S. pension plan during the six months ended June 30, 2013.

The following table presents the components of the Company's other postretirement benefit costs for the three and six months ended June 30, (*in millions*):

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2013	2012	2013	2012
Service cost-benefits earned during the period	\$ 0.3	\$ 0.3	\$ 0.6	\$ 0.6
Interest cost on projected benefit obligation	1.4	1.8	2.8	3.6
Amortization of prior service benefit and actuarial loss, net	(0.4)	(0.3)	(0.8)	(0.6)
Net other postretirement benefit costs	\$ 1.3	\$ 1.8	\$ 2.6	\$ 3.6

The Company made a cash contribution to the Company-sponsored profit sharing plan of \$17.6 million and \$18.8 million during the six months ended June 30, 2013 and 2012, respectively.

Footnote 9 — Income Taxes

As of June 30, 2013, there were no significant changes to the Company's unrecognized tax benefits as reported in its Form 10-K for the year ended December 31, 2012.

The Company's income tax expense and resulting effective tax rate are based upon the respective estimated annual effective tax rates applicable for the respective periods adjusted for the effects of items required to be treated as discrete to the period, including changes in tax laws, changes in estimated exposures for uncertain tax positions, and other items. The Company's effective tax rate for the six months ended June 30, 2013 included \$13.1 million of net tax benefits that are discrete to the first quarter of 2013, including \$8.3 million of net tax benefits associated with the recognition of incremental deferred taxes and \$4.8 million associated with the resolution of certain tax contingencies. Included in the \$8.3 million of net tax benefits is the reversal of a valuation allowance on a deferred tax asset of \$14.6 million. The Company's effective tax rates for the three and six months ended June 30, 2012 were favorably impacted by a change in the geographical mix in earnings.

Footnote 10 — Earnings per Share

The calculation of basic and diluted earnings per share is as follows (in millions, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
Numerator for basic and diluted earnings per share:				
Income from continuing operations	\$ 116.6	\$ 106.3	\$ 180.4	\$ 184.6
(Loss) income from discontinued operations	(6.8)	5.5	(16.4)	6.5
Net income	\$ 109.8	\$ 111.8	\$ 164.0	\$ 191.1
Dividends and equivalents for share-based awards expected to be forfeited	—	—	—	—
Net income for basic earnings per share	\$ 109.8	\$ 111.8	\$ 164.0	\$ 191.1
Effect of Preferred Securities ⁽¹⁾	—	—	—	—
Net income for diluted earnings per share	\$ 109.8	\$ 111.8	\$ 164.0	\$ 191.1
Denominator for basic and diluted earnings per share:				
Weighted-average shares outstanding	288.3	289.4	287.8	289.4
Share-based payment awards classified as participating securities	2.6	2.7	2.6	2.7
Denominator for basic earnings per share	290.9	292.1	290.4	292.1
Dilutive securities ⁽²⁾	3.4	1.9	3.3	2.2
Preferred Securities ⁽¹⁾	—	—	—	—
Denominator for diluted earnings per share	294.3	294.0	293.7	294.3
Basic earnings per share:				
Income from continuing operations	\$ 0.40	\$ 0.36	\$ 0.62	\$ 0.63
(Loss) income from discontinued operations	(0.02)	0.02	(0.06)	0.02
Net income	\$ 0.38	\$ 0.38	\$ 0.56	\$ 0.65
Diluted earnings per share:				
Income from continuing operations	\$ 0.40	\$ 0.36	\$ 0.61	\$ 0.63
(Loss) income from discontinued operations	(0.02)	0.02	(0.06)	0.02
Net income	\$ 0.37	\$ 0.38	\$ 0.56	\$ 0.65

(1) The Preferred Securities were anti-dilutive during 2012 through their redemption on July 16, 2012, and therefore, have been excluded from diluted earnings per share. Had the Preferred Securities been included in the diluted earnings per share calculation, net income for the three and six months ended June 30, 2012 would be increased by \$3.5 million and \$7.0 million, respectively. Weighted-average shares outstanding would be increased by 8.3 million shares for the three and six months ended June 30, 2012.

(2) Dilutive securities include “in the money” options, non-participating restricted stock units and performance stock units. The weighted-average shares outstanding exclude the effect of 2.2 million and 9.8 million stock options for the three months ended June 30, 2013 and 2012, respectively, and 2.9 million and 10.2 million stock options for the six months ended June 30, 2013 and 2012, respectively, because such securities were anti-dilutive. The weighted-average shares outstanding for the three and six months ended June 30, 2012 also exclude the weighted average effect of 1.0 million performance stock units outstanding because the securities were anti-dilutive.

Footnote 11 — Stock-Based Compensation

The Company measures compensation cost for all stock awards at fair value on the date of grant and recognition of compensation, net of estimated forfeitures, over the requisite service period for awards expected to vest. The Company recognized \$10.3 million and \$8.8 million of pretax stock-based compensation expense during the three months ended June 30, 2013 and 2012, respectively, and \$19.7 million and \$18.2 million during the six months ended June 30, 2013 and 2012, respectively.

The following table summarizes the changes in the number of shares of common stock under option for the six months ended June 30, 2013 (*in millions, except per share value*):

	Shares	Weighted-Average Exercise Price	Exercisable at Period End	Aggregate Intrinsic Value Exercisable
Outstanding at December 31, 2012	11.1	\$ 22	9.0	\$ 27.8
Exercised	(2.8)	20		
Forfeited / expired	(0.8)	29		
Outstanding at June 30, 2013	7.5	\$ 22	6.7	\$ 32.1

The following table summarizes the changes in the number of shares of restricted stock and restricted stock units for the six months ended June 30, 2013 (*shares in millions*):

	Shares	Weighted- Average Grant Date Fair Value
Outstanding at December 31, 2012	5.5	\$ 17
Granted	2.2	25
Vested	(1.6)	15
Forfeited	(0.5)	23
Outstanding at June 30, 2013	5.6	\$ 20

During the six months ended June 30, 2013, the Company awarded 0.9 million performance stock units which entitle recipients to shares of the Company's stock at the end of a three-year vesting period, if specified market conditions are achieved ("PSUs"). The PSUs entitle recipients to shares of common stock equal to 0% up to 200% of the number of units granted at the vesting date depending on the level of achievement of the specified market and service conditions. As of June 30, 2013, 1.9 million PSUs were outstanding, and based on performance through June 30, 2013, recipients of PSUs would be entitled to 3.0 million shares at the vesting date. The PSUs are included in the preceding table as if the participants earn shares equal to 100% of the units granted.

During the six months ended June 30, 2013, the Company granted 0.2 million performance-based restricted stock units which entitle the recipient to shares of the Company's stock if specified market and service conditions are achieved, and the awards vest no earlier than one year to two years from the grant date. During 2012, the Company granted 0.1 million performance-based restricted stock units with similar terms. During 2011, the Company awarded 0.7 million performance-based restricted stock units, which entitle the Company's Chief Executive Officer to shares of the Company's stock if specified market and service conditions are achieved. The 1.0 million of outstanding performance-based restricted stock units vest no earlier than one year from the date of grant and no later than seven years from the date of grant. Based on performance through June 30, 2013, the market conditions have been achieved for substantially all of the 1.0 million of outstanding performance-based restricted stock units. Accordingly, these performance-based restricted stock units will vest when the service conditions are achieved, including the 0.7 million granted to the Company's Chief Executive Officer which vested in July 2013. The 1.0 million performance-based restricted stock units are included in the preceding table as outstanding as of June 30, 2013.

Footnote 12 — Fair Value Disclosures
Recurring Fair Value Measurements

The following tables present the Company's non-pension financial assets and liabilities which are measured at fair value on a recurring basis (*in millions*):

Fair Value as of June 30, 2013	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Investment securities, including mutual funds ⁽¹⁾	\$ 10.8	\$ 8.2	\$ 2.6	\$ —
Interest rate swaps	26.1	—	26.1	—
Foreign currency derivatives	2.6	—	2.6	—
Total	<u>\$ 39.5</u>	<u>\$ 8.2</u>	<u>\$ 31.3</u>	<u>\$ —</u>
Liabilities				
Interest rate swaps	\$ 31.4	\$ —	\$ 31.4	\$ —
Foreign currency derivatives	0.1	—	0.1	—
Total	<u>\$ 31.5</u>	<u>\$ —</u>	<u>\$ 31.5</u>	<u>\$ —</u>
Fair Value as of December 31, 2012				
Assets				
Investment securities, including mutual funds ⁽¹⁾	\$ 11.5	\$ 8.2	\$ 3.3	\$ —
Interest rate swaps	38.9	—	38.9	—
Foreign currency derivatives	0.5	—	0.5	—
Total	<u>\$ 50.9</u>	<u>\$ 8.2</u>	<u>\$ 42.7</u>	<u>\$ —</u>
Liabilities				
Interest rate swaps	\$ 7.2	\$ —	\$ 7.2	\$ —
Foreign currency derivatives	1.3	—	1.3	—
Total	<u>\$ 8.5</u>	<u>\$ —</u>	<u>\$ 8.5</u>	<u>\$ —</u>

(1) The values of investment securities, including mutual funds, are classified as cash and cash equivalents (\$2.3 million and \$2.3 million as of June 30, 2013 and December 31, 2012, respectively) and other assets (\$8.5 million and \$9.2 million as of June 30, 2013 and December 31, 2012, respectively).

For publicly-traded mutual funds, fair value is determined on the basis of quoted market prices and, accordingly, such investments have been classified as Level 1. Other investment securities are valued at the net asset value per share or unit multiplied by the number of shares or units held as of the measurement date and have been classified as Level 2. The Company determines the fair value of its derivative instruments using standard pricing models and market-based assumptions for all significant inputs, such as yield curves and quoted spot and forward exchange rates. Accordingly, the Company's derivative instruments are classified as Level 2.

Non-recurring Fair Value Measurements

The Company's nonfinancial assets which are measured at fair value on a nonrecurring basis include property, plant and equipment, goodwill, intangible assets and certain other assets. During the six months ended June 30, 2013, the Company recorded non-cash pretax charges of \$22.7 million which included impairments of goodwill, intangibles and other long-lived assets of the discontinued operations. In the absence of a definitive sales price for these and similar types of assets, the Company generally uses projected cash flows, discounted as necessary, or market multiples to estimate the fair values of the impaired assets. Key inputs into the projected cash flows include management's projections of cash flows on a held-and-used basis (if applicable), management's projections of cash flows upon disposition and discount rates. Key inputs into the market multiple approach include identifying companies comparable to the Company's business and estimated control premiums. Accordingly, these fair value measurements fall in the Level 3 category of the fair value hierarchy. These assets and certain liabilities are measured at fair value on a nonrecurring basis as part of the Company's impairment assessments and as circumstances require.

Financial Instruments

The Company's financial instruments include cash and cash equivalents, accounts receivable, accounts payable, derivative instruments, notes payable and short and long-term debt. The carrying values for current financial assets and liabilities, including cash and cash equivalents, accounts receivable and accounts payable, approximate fair value due to the short maturity of such instruments. The fair values of the Company's derivative instruments are recorded in the Condensed Consolidated Balance Sheets and are disclosed in Footnote 7.

The fair values of the Company's medium-term notes are based on quoted market prices (Level 1) and are as follows (*in millions*):

	June 30, 2013		December 31, 2012	
	Fair Value	Book Value	Fair Value	Book Value
Medium-term notes	\$ 1,753.2	\$ 1,666.8	\$ 1,803.6	\$ 1,703.9

The carrying amounts of all other significant debt approximate fair value.

Footnote 13 — Segment Information

During the six months ended June 30, 2013, the Company committed to a plan to divest the Hardware and Teach platform businesses, which were primarily included in the Specialty segment. Accordingly, the results of operations of these businesses were classified as discontinued operations. See Footnote 2 for further details. During the six months ended June 30, 2013, the remaining businesses in the former Specialty segment, specifically Dymo[®] Office and Endicia[®], were combined with the Writing segment given the significant channel and operating synergies.

As a result of these changes, the 2012 segment information in this footnote and Footnote 4 pertaining to restructuring have been presented to reflect five business segments, including the impacts of classifying the Hardware and Teach platform businesses as discontinued operations.

The Company's reportable segments are as follows:

Segment	Key Brands	Description of Primary Products
Writing	Sharpie [®] , Paper Mate [®] , Expo [®] , Parker [®] , Waterman [®] , Dymo [®] Office, Endicia [®]	Writing instruments, including markers and highlighters, pens and pencils; art products; fine writing instruments; office technology solutions, including labeling and on-line postage solutions
Home Solutions	Rubbermaid [®] , Calphalon [®] , Levolor [®] , Goody [®]	Indoor/outdoor organization, food storage and home storage products; gourmet cookware, bakeware, cutlery and small kitchen electrics; window treatments; hair care accessories
Tools	Irwin [®] , Lenox [®] , Dymo [®] Industrial, hilmor [™]	Hand tools and power tool accessories; industrial bandsaw blades; tools for HVAC systems; label makers and printers for industrial use
Commercial Products	Rubbermaid Commercial Products [®] , Rubbermaid [®] Healthcare	Cleaning and refuse products, hygiene systems, material handling solutions; medical and computer carts and wall-mounted workstations
Baby & Parenting	Graco [®] , Aprica [®] , Teutonia [®]	Infant and juvenile products such as car seats, strollers, highchairs and playards

The comparative information for segment results and identifiable assets has been restated to conform to the 2013 presentation and is as follows (*in millions*):

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2013	2012	2013	2012
Net Sales ⁽¹⁾				
Writing	\$ 477.8	\$ 459.1	\$ 818.4	\$ 834.7
Home Solutions	399.1	391.3	738.0	718.0
Tools	198.0	202.4	386.6	393.0
Commercial Products	203.6	190.1	386.7	365.5
Baby & Parenting	196.2	182.4	385.8	364.6
	<u>\$ 1,474.7</u>	<u>\$ 1,425.3</u>	<u>\$ 2,715.5</u>	<u>\$ 2,675.8</u>
Operating Income (Loss) ⁽²⁾				
Writing	\$ 123.6	\$ 105.7	\$ 186.8	\$ 172.1
Home Solutions	53.7	42.6	87.8	73.5
Tools	18.3	30.5	37.0	59.2
Commercial Products	21.9	21.1	43.5	39.7
Baby & Parenting	23.8	19.2	47.7	41.6
Restructuring costs	(32.0)	(10.0)	(66.4)	(22.1)
Corporate	(23.9)	(31.7)	(53.2)	(63.4)
	<u>\$ 185.4</u>	<u>\$ 177.4</u>	<u>\$ 283.2</u>	<u>\$ 300.6</u>
			<u>June 30, 2013</u>	<u>December 31, 2012</u>
Identifiable Assets				
Writing			\$ 1,144.5	\$ 1,145.2
Home Solutions			613.2	573.2
Tools			603.0	562.8
Commercial Products			357.4	348.8
Baby & Parenting			311.9	312.7
Corporate ⁽³⁾			3,372.9	3,279.3
			<u>\$ 6,402.9</u>	<u>\$ 6,222.0</u>

Geographic Area Information

(in millions)	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2013	2012	2013	2012
Net Sales ^{(1), (4)}				
United States	\$ 1,016.1	\$ 986.0	\$ 1,835.0	\$ 1,780.9
Canada	83.4	86.4	145.2	151.3
Total North America	1,099.5	1,072.4	1,980.2	1,932.2
Europe, Middle East and Africa	181.4	154.2	348.5	356.9
Latin America	84.2	81.0	177.4	157.5
Asia Pacific	109.6	117.7	209.4	229.2
Total International	375.2	352.9	735.3	743.6
	<u>\$ 1,474.7</u>	<u>\$ 1,425.3</u>	<u>\$ 2,715.5</u>	<u>\$ 2,675.8</u>
Operating Income (Loss) ^{(2), (5)}				
United States	\$ 156.5	\$ 143.1	\$ 237.5	\$ 214.2
Canada	21.3	17.6	31.5	29.6
Total North America	177.8	160.7	269.0	243.8
Europe, Middle East and Africa	(8.6)	(9.6)	(23.4)	13.9
Latin America	0.8	5.6	8.1	(1.1)
Asia Pacific	15.4	20.7	29.5	44.0
Total International	7.6	16.7	14.2	56.8
	<u>\$ 185.4</u>	<u>\$ 177.4</u>	<u>\$ 283.2</u>	<u>\$ 300.6</u>

(1) All intercompany transactions have been eliminated. Sales to Wal-Mart Stores, Inc. and subsidiaries amounted to approximately 10.0% and 10.3% of consolidated net sales in the three months ended June 30, 2013 and 2012, respectively, and approximately 9.8% and 9.7% of consolidated net sales in the six months ended June 30, 2013 and 2012.

(2) Operating income (loss) by segment is net sales less cost of products sold and selling, general & administrative (“SG&A”) expenses for continuing operations. Operating income by geographic area is net sales less cost of products sold, SG&A expenses, restructuring costs and impairment charges, if any, for continuing operations. Certain headquarters expenses of an operational nature are allocated to business segments and geographic areas primarily on a net sales basis. Depreciation and amortization is allocated to the segments on a percentage of sales basis, and the allocated depreciation and amortization is included in segment operating income.

(3) Corporate assets primarily include goodwill, capitalized software, cash, deferred tax assets and assets held for sale.

(4) Geographic sales information is based on the region from which the products are shipped and invoiced.

(5) The following table summarizes the restructuring costs by region included in operating income (loss) above (in millions):

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2013	2012	2013	2012
Restructuring Costs				
United States	\$ 7.1	\$ 4.6	\$ 12.8	\$ 14.4
Canada	—	—	—	0.5
Total North America	7.1	4.6	12.8	14.9
Europe, Middle East and Africa	22.1	4.4	48.3	5.6
Latin America	1.1	0.7	3.6	0.9
Asia Pacific	1.7	0.3	1.7	0.7
Total International	24.9	5.4	53.6	7.2
	<u>\$ 32.0</u>	<u>\$ 10.0</u>	<u>\$ 66.4</u>	<u>\$ 22.1</u>

Footnote 14 — Other Accrued Liabilities

Other accrued liabilities included the following (*in millions*):

	June 30, 2013	December 31, 2012
Customer accruals	\$ 257.1	\$ 269.8
Accruals for manufacturing, marketing and freight expenses	76.4	91.6
Accrued self-insurance liabilities	57.3	56.9
Accrued pension, defined contribution and other postretirement benefits	36.7	45.8
Accrued contingencies, primarily legal, environmental and warranty	39.3	38.3
Accrued restructuring (See Footnote 4)	65.0	41.3
Other	113.3	114.3
Other accrued liabilities	<u>\$ 645.1</u>	<u>\$ 658.0</u>

Customer accruals are promotional allowances and rebates, including cooperative advertising, given to customers in exchange for their selling efforts and volume purchased. The self-insurance accrual is primarily casualty liabilities such as workers' compensation, general and product liability and auto liability and is estimated based upon historical loss experience combined with actuarial evaluation methods, review of significant individual files and the application of risk transfer programs.

Footnote 15 — Litigation and Contingencies

The Company is involved in legal proceedings in the ordinary course of its business. These proceedings include claims for damages arising out of use of the Company's products, allegations of infringement of intellectual property, commercial disputes and employment matters, as well as environmental matters. Some of the legal proceedings include claims for punitive as well as compensatory damages, and certain proceedings may purport to be class actions.

In the normal course of business and as part of its acquisition and divestiture strategy, the Company may provide certain representations and indemnifications related to legal, environmental, product liability, tax or other types of issues. Based on the nature of these representations and indemnifications, it is not possible to predict the maximum potential payments under all of these agreements due to the conditional nature of the Company's obligations and the unique facts and circumstances involved in each particular agreement. Historically, payments made by the Company under these agreements did not have a material effect on the Company's business, financial condition or results of operations.

The Company, using current product sales data and historical trends, actuarially calculates the estimate of its exposure for product liability. The Company has product liability reserves of \$35.0 million and \$33.0 million as of June 30, 2013 and December 31, 2012, respectively. The Company is insured for product liability claims for amounts in excess of established deductibles and accrues for the estimated liability as described up to the limits of the deductibles. All other claims and lawsuits are handled on a case-by-case basis.

Legal Matters

The Company is currently a party to two purported state class actions and one purported national Canadian class action. The cases include allegations that a certain model car seat sold by an affiliate of the Company did not satisfy all requisite government safety standards. The Company is vigorously defending all three actions.

The City of Sao Paulo's Green and Environmental Office (the "Sao Paulo G&E Office") is seeking fines of up to approximately \$4.0 million related to alleged improper storage of hazardous materials at the Company's tool manufacturing facility located in Sao Paulo, Brazil. The Company has obtained a stay of enforcement of a notice of fine due October 1, 2009 issued by the Sao Paulo G&E Office. The Company plans to continue to contest the fines.

Environmental Matters

As of June 30, 2013, the Company was involved in various matters concerning federal and state environmental laws and regulations, including matters in which the Company has been identified by the U.S. Environmental Protection Agency ("U.S. EPA") and certain state environmental agencies as a potentially responsible party ("PRP") at contaminated sites under the Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and equivalent state laws.

In assessing its environmental response costs, the Company has considered several factors, including the extent of the Company's volumetric contribution at each site relative to that of other PRPs; the kind of waste; the terms of existing cost sharing and other applicable agreements; the financial ability of other PRPs to share in the payment of requisite costs; the Company's prior experience

with similar sites; environmental studies and cost estimates available to the Company; the effects of inflation on cost estimates; and the extent to which the Company's, and other parties', status as PRPs is disputed.

The Company's estimate of environmental response costs associated with these matters as of June 30, 2013 ranged between \$21.1 million and \$24.0 million. As of June 30, 2013, the Company had a reserve of \$22.2 million for such environmental remediation and response costs in the aggregate, which is included in other accrued liabilities and other noncurrent liabilities in the Condensed Consolidated Balance Sheet. No insurance recovery was taken into account in determining the Company's cost estimates or reserve, nor do the Company's cost estimates or reserves reflect any discounting for present value purposes, except with respect to certain long-term operations and maintenance CERCLA matters, which are estimated at their present value of \$16.9 million by applying a 5% discount rate to undiscounted obligations of \$25.1 million.

Two of the Company's subsidiaries, Goody Products, Inc. and Berol Corporation (the "Company Parties"), are among over 300 entities named by Maxus Energy Corporation ("Maxus") and Tierra Solutions, Inc. ("Tierra") as third-party defendants in New Jersey Department of Environmental Protection, et al. (collectively "DEP") v. Occidental Chemical Corporation, et al., pending in the Superior Court of New Jersey, Law Division - Essex County. Through the third-party complaint, Maxus and Tierra allege that releases from two facilities formerly operated by the Company Parties contributed to contamination in the Passaic River and other bodies of water and seek contribution for certain clean-up and removal costs, as well as other damages for which they may be found liable to DEP. In March 2013, the Company Parties, along with approximately 250 additional third-party defendants executed a proposed Consent Judgment with DEP. The public comment period for the proposed Consent Judgment is now closed; the Consent Judgment remains subject to court approval.

In addition, U.S. EPA has issued General Notice Letters ("GNLs") to over 100 entities, including the Company and Berol Corporation, alleging that they are PRPs at the Diamond Alkali Superfund Site, which includes a 17-mile stretch of the Lower Passaic River and its tributaries. 72 of the GNL recipients, including the Company on behalf of itself and the Company Parties, have taken over the performance of the remedial investigation and feasibility study ("RI/FS") for the Lower Passaic River. U.S. EPA continues to evaluate remedial options, the scope and cost of which have yet to be determined. U.S. EPA has also indicated that it will seek to have the PRPs fund the remedy. The site is also subject to a Natural Resource Damage Assessment.

Given the uncertainties pertaining to this matter—including that the litigation and RI/FS are ongoing, the ultimate remediation has not yet been determined, the parties have not agreed upon a final allocation for the investigation and any remediation, and the extent to which the Company Parties may be held liable or responsible is not yet known—it is not possible for the Company to estimate its ultimate liability related to this matter. Based on currently known facts and circumstances, the Company does not believe that this matter is reasonably likely to have a material impact on the Company's results of operations because the Company Parties' facilities are not alleged to have discharged the contaminants which are of the greatest concern in the river sediments, and because there are numerous other parties who will likely share in any costs of remediation and/or damages. However, in the event of one or more adverse determinations related to this matter, it is possible that the ultimate liability resulting from this matter and the impact on the Company's results of operations could be material.

Because of the uncertainties associated with environmental investigations and response activities, the possibility that the Company could be identified as a PRP at sites identified in the future that require the incurrence of environmental response costs and the possibility that sites acquired in business combinations may require environmental response costs, actual costs to be incurred by the Company may vary from the Company's estimates.

Although management of the Company cannot predict the ultimate outcome of these proceedings with certainty, it believes that the ultimate resolution of the Company's proceedings, including any amounts it may be required to pay in excess of amounts reserved, will not have a material effect on the Company's condensed consolidated financial statements, except as otherwise described above.

Footnote 16 - Subsequent Event

On July 12, 2013, the Company completed the sale of its Teach platform business, including the mimio[®] and Headsprout[®] interactive teaching technology brands.

On August 8, 2013, the Company entered into a definitive agreement to sell its Hardware business, including the Amerock[®], Ashland[®], Bulldog[®] and Shur-Line[®] brands.

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

The following discussion and analysis provides information which management believes is relevant to an assessment and understanding of the Company's consolidated results of operations and financial condition. The discussion should be read in conjunction with the accompanying condensed consolidated financial statements and notes thereto.

Business Overview

Newell Rubbermaid is a global marketer of consumer and commercial products that help people flourish every day, where they live, learn, work and play. The Company's products are marketed under a strong portfolio of brands, including Sharpie[®], Paper Mate[®], Parker[®], Waterman[®], Dymo[®], Rubbermaid[®], Levolor[®], Goody[®], Calphalon[®], Irwin[®], Lenox[®], Graco[®] and Aprica[®].

Business Strategy

Newell Rubbermaid's vision is to become a global company of Brands That Matter[™] and great people, known for best-in-class results. The Company is committed to building consumer-meaningful brands through understanding the needs of consumers and using those insights to create innovative, highly differentiated product solutions that offer superior performance and value. The Company's portfolio of leading brands creates margin structure that allows for brand investment. The Company is executing against its Growth Game Plan, which is the strategy the Company is implementing to fulfill its ambition to build a bigger, faster-growing, more global and more profitable company.

The Growth Game Plan encompasses the following aspects:

Business Model

- A brand-led business with a strong home in the United States and global ambition.
- Consumer brands that win at the point of decision through excellence in performance, design and innovation.
- Professional brands that win the loyalty of the chooser by improving the productivity and performance of the user.
- Collaboration with our partners across the total enterprise in a shared commitment to growth and creating value.
- Delivering competitive returns to shareholders through consistent, sustainable and profitable growth.

Where To Play

- Win Bigger — Deploying resources to businesses and regions with higher growth opportunities through investments in innovation and geographic expansion.
- Win Where We Are — Optimizing the performance of businesses and brands in existing markets by investing in innovation to increase market share and reducing structural spend within the existing geographic footprint.
- Incubate For Growth — Investing in businesses that have unique opportunities for growth, with a primary focus on businesses that are in the early stages of the business cycle.

5 Ways To Win

- Make The Brands Really Matter — Sharpening brand strategies on the highest impact growth levers and partnering to win with customers and suppliers.
- Build An Execution Powerhouse — Realigning the customer development organization and developing joint business plans for new channel penetration and broader distribution.
- Unlock Trapped Capacity For Growth — Delivering savings from ongoing restructuring projects, working capital reductions and simplification of business processes.
- Develop The Team For Growth — Driving a performance culture aligned to the business strategy and building a more global perspective and talent base.
- Extend Beyond Our Borders — Accelerating investments and growth in emerging markets.

During 2012, the Company executed against the delivery phase of the Growth Game Plan. In this phase, the Company implemented structural changes in the organization while ensuring consistent execution and delivery. The Company is transitioning from the delivery phase to the strategic phase in 2013. In the strategic phase, the Company expects to expand investment behind its Win Bigger businesses to drive accelerated growth.

In 2013, the Company will continue implementing changes to drive the Growth Game Plan into action. These changes are the foundation of Project Renewal and are organized into the following five workstreams:

- **Organizational Simplification:** The Company has de-layered its top structure by eliminating the two groups (Newell Consumer and Newell Professional) and further consolidated its businesses into five business segments. In addition, the Company has consolidated the Development and Customer Development organizations to simplify the organization.
- **EMEA Simplification:** The Company will focus its resources on fewer products and countries, while simplifying go-to-market, delivery and back office support structures.
- **Best Cost Finance:** The Company will deliver a simplified approach to decision support, transaction processing and information management by leveraging SAP and the streamlined business segments to align resources with the Growth Game Plan.
- **Best Cost Back Office:** The Company will drive “One Newell Rubbermaid” efficiencies in customer and consumer services and sourcing functions.
- **Global Supply Chain Footprint:** The Company will further optimize manufacturing and distribution facilities across its global supply chain.

In implementing the tenets of its strategy, the Company is focused on Every Day Great Execution, or EDGE, to capitalize on and maximize the benefits of investment and growth opportunities and to optimize the cost structure of the business.

Organizational Structure

During the first six months of 2013, the Company committed to a plan to divest the Hardware and Teach platform businesses, which were primarily included in the former Specialty segment. Accordingly, the results of operations of these businesses were classified as discontinued operations. These disposal groups consist of convenience, cabinet and window hardware (Bulldog®, Ashland™ and Amerock® as well as the Levolor® and private label drapery hardware business); manual paint applicators (Shur-line®); and interactive teaching solutions (mimio® and Headsprout®). The remaining businesses in the former Specialty segment, specifically Dymo® Office and Endicia®, were combined with the Writing segment given the significant channel and operating synergies.

In the new Growth Game Plan operating model, the Company has reorganized around two core activity systems, Development and Delivery, supported by three business partnering functions, Human Resources, Finance/IT and Legal, and four winning capabilities in Design, Marketing & Insight, Supply Chain and Customer Development, all in service to drive accelerated performance in the Company’s five segments. The Company’s five segments and the key brands included in each segment are as follows:

Segment	Key Brands	Description of Primary Products
Writing	Sharpie®, Paper Mate®, Expo®, Parker®, Waterman®, Dymo® Office, Endicia®	Writing instruments, including markers and highlighters, pens and pencils; art products; fine writing instruments; office technology solutions, including labeling and on-line postage solutions
Home Solutions	Rubbermaid®, Calphalon®, Levolor®, Goody®	Indoor/outdoor organization, food storage and home storage products; gourmet cookware, bakeware, cutlery and small kitchen electrics; window treatments; hair care accessories
Tools	Irwin®, Lenox®, Dymo® Industrial, hilmor™	Hand tools and power tool accessories; industrial bandsaw blades; tools for HVAC systems; label makers and printers for industrial use
Commercial Products	Rubbermaid® Commercial Products, Rubbermaid® Healthcare	Cleaning and refuse products, hygiene systems, material handling solutions; medical and computer carts and wall-mounted workstations
Baby & Parenting	Graco®, Aprica®, Teutonia®	Infant and juvenile products such as car seats, strollers, highchairs and playards

Market and Performance Overview

The Company operates in the consumer and commercial products markets, which are generally impacted by overall economic conditions in the regions in which the Company operates. The Company's results for the first six months of 2013 were impacted by the following factors:

- Core sales, which exclude the impact of changes in foreign currency, increased 2.5% in 2013 compared to the same period last year. Core sales growth in Latin and North America were partially offset by declines in Europe and Asia Pacific. Core sales is determined by applying a fixed exchange rate, calculated as the 12-month average in 2012, to the current and prior year local currency sales amounts, with the difference equal to changes in core sales, and the difference between the changes in reported sales and the changes in core sales being attributable to currency.
- Core sales increased 8.9% in the Baby & Parenting segment, with improved retail-level sales in North America and sustained momentum in the Asia Pacific region primarily due to new product launches. Core sales grew 6.3% in the Commercial Products segment, with substantially all of the growth attributable to the segment's North American business. Home Solutions segment's core sales increased 3.0%, primarily due to improved performance by Rubbermaid® Consumer and increased distribution in Calphalon® partially offset by ongoing challenges in the Décor business. Core sales declined 1.1% in the Writing segment primarily driven by weak Fine Writing results in China and office superstore channel contraction in the U.S. partially offset by strong core sales growth in Latin America.
- Gross margin was 38.9%, flat compared to the prior year, reflecting productivity gains offsetting the effect of input cost inflation and pricing, including incremental investments in merchandising programs.
- During the first six months of 2013, the Company's spend for strategic brand-building and consumer demand creation and commercialization activities included spend for the following:
 - a new line of premium Sharpie® markers called Sharpie® Neon, that are off to a very fast start;
 - a new line of Paper Mate® mechanical pencils, with exceptional design;
 - hilmor™, a new brand of professional tools that revolutionizes the heating, ventilation and air conditioning/refrigeration (HVAC/R) tool category with 150 tools featuring intuitive functionality and durable designs that make HVAC/R technicians' jobs easier and more efficient;
 - the hand tool category in Latin America with the launch of Irwin® Dupla, a new double-sided hacksaw blade;
 - a new Graco® travel system called Graco Modes™ in North America, 3 strollers in 1 with ten riding options from infant to toddler;
 - a new line of Aprica® ultra-lightweight strollers in Japan called AirRia™, now the best-selling stroller in the country;
 - product launches and supporting marketing programs planned for the back half of 2013 in the Commercial Products, Tools and Home Solutions segments; and,
 - support for the continued expansion of sales forces in the Tools, Writing and Commercial Products segments to drive greater sales penetration, enhance the availability of products and to support geographic expansion for these Win Bigger businesses.
- Continued the execution of Project Renewal to simplify the business, reduce structural costs and increase investment in the most significant growth platforms within the business by taking significant steps in implementing the Organizational Simplification, EMEA Simplification and Best Cost Finance workstreams, resulting in \$66 million of restructuring costs in the first six months of 2013.
- Realized an \$11 million foreign exchange loss in the first six months of 2013 due to the devaluation of the Venezuelan Bolivar because of highly inflationary accounting for the Company's Venezuelan operations.
- Reported a 24% effective tax rate in the first six months of 2013 compared to 29% in the first six months of 2012 primarily due to \$13.1 million of net tax benefits that are discrete to the first six months of 2013.
- Committed to a plan to divest the Hardware and Teach platform businesses, primarily included in the former Specialty segment, during the first quarter of 2013 and classified the results of these businesses as discontinued operations. During the first six months of 2013, the Company recorded charges of \$19 million, net of tax, which included impairments of goodwill, intangibles and other long-lived assets of the discontinued operations.

- Continued the \$300.0 million three-year share repurchase plan that expires in August 2014, pursuant to which the Company repurchased and retired an additional 2.9 million shares of common stock for \$72.4 million during the first six months of 2013.

Projects and Initiatives

Project Renewal

In October 2011, the Company launched Project Renewal, a program designed to reduce complexity in the organization and increase investment in the most significant growth platforms within the business, funded by a reduction in structural selling, general & administrative ("SG&A") costs. Project Renewal is designed to simplify and align the business around two key activities — Brand & Category Development and Market Execution & Delivery. Project Renewal encompasses projects centered around the five workstreams referenced above — Organizational Simplification, EMEA Simplification, Best Cost Finance, Best Cost Back Office and Supply Chain Footprint. In addition, the Company is consolidating certain manufacturing facilities and distribution centers as part of the program, with the goal of increasing operational efficiency, reducing costs and improving gross margin.

The total costs of Project Renewal are expected to be \$340 to \$375 million, with \$300 to \$340 million representing cash costs. Approximately 75% of the cash costs consist of employee-related costs, including severance, retirement and other termination benefits and costs, as approximately 2,250 employees are expected to be impacted as a result of the implementation of the Project Renewal initiatives. Project Renewal is expected to be fully implemented by mid-2015 and generate annualized savings of \$270 to \$325 million, with more than \$100 million of annualized savings realized to date. The majority of the savings from Project Renewal will be invested in the business to unlock accelerated growth and to strengthen brand building and selling capabilities in priority markets around the world.

Through June 30, 2013, the Company has incurred \$137 million and \$19 million of restructuring and restructuring-related charges, respectively, the majority of which were employee-related cash costs, including severance, retirement and other termination benefits and costs. Restructuring-related charges represent certain organizational change implementation costs and incremental cost of products sold and SG&A expenses associated with the implementation of Project Renewal. Thus far, the Company has reduced structural overhead by eliminating the operating groups, consolidating its 13 Global Business Units into five segments and consolidating its sales organization into the newly formed Customer Development Organization. The Company has also completed the consolidation of its Greenville, Texas operations into its existing operations in Kansas and Ohio.

In the first six months of 2013, the Company initiated the following activities under Project Renewal:

- The implementation of the EMEA Simplification workstream, initiating projects for the closure, consolidation and/or relocation of certain manufacturing facilities, distribution centers, customer support and sales and administrative offices in the European region — all aimed at refocusing the region on profitable growth, with several of these planned actions remaining subject to regulatory approval.
- The implementation of the Best Cost Finance workstream by consolidating and realigning its shared services and decision support capabilities.
- The restructuring of the Development organization as part of the Organizational Simplification workstream, which includes the consolidation and relocation of its design and innovation capabilities into a new center of excellence — a design center in Kalamazoo, Michigan which is expected to open by early 2014, the creation of a larger, independent consumer marketing research organization, the consolidation of the marketing function into a global center of excellence, and the staffing of the Company's global e-commerce initiative.
- The Company refocused its channel marketing team and realigned its distributor and field sales organizations in the Delivery organization to enable cost savings that will be reinvested into new capabilities.
- The roll out of a new Global Supply Chain organization in the Delivery organization, establishing a One Newell procurement function.
- The completion of the closure of its U.S. manufacturing facility in Lowell, Indiana (included in discontinued operations).

One Newell Rubbermaid

The Company strives to leverage the common business activities and best practices of its segments, and to build one common culture of shared values with a focus on collaboration and teamwork. Through this initiative, the Company has established regional shared service centers to leverage nonmarket-facing functional capabilities to reduce costs. In addition, the Company is expanding its focus on leveraging the common business activities and best practices by reorganizing the business around two of the critical elements of the Growth Game Plan — Brand & Category Development and Market Execution & Delivery, enhancing its newly

created Customer Development Organization, creating a new Global Supply Chain organization and creating a new center of excellence for design and innovation capabilities.

The Company is also migrating multiple legacy systems and users to a common SAP global information platform in a phased, multi-year rollout. SAP is expected to enable the Company to integrate and manage its worldwide business and reporting processes more efficiently. During the six months ended June 30, 2013, certain operations within the Company's Hardware business and the Company's Brazil operations went live on SAP. Through June 30, 2013, the North American, European and Brazilian operations of substantially all of the Company's five segments have successfully gone live with their SAP implementation efforts.

Foreign Currency – Venezuela

The Company began accounting for its Venezuelan operations using highly inflationary accounting in January 2010. Under highly inflationary accounting, the Company remeasures assets, liabilities, sales and expenses denominated in Bolivar Fuertes into U.S. Dollars using the applicable exchange rate, and the resulting translation adjustments are included in earnings. In February 2013, the exchange rate for Bolivar Fuertes declined to 6.3 Bolivar Fuertes to U.S. Dollar. Previously, the Company remeasured its operations denominated in Bolivar Fuertes at the rate of exchange used by the Transaction System for Foreign Currency Denominated Securities (SITME) of 5.3 Bolivar Fuertes to U.S. Dollar. As a result, the Company recorded a charge of \$11 million in the first quarter of 2013, based on the decline in value of the net monetary assets of its Venezuelan operations that are denominated in Bolivar Fuertes. In addition, the Company's 2013 reported net sales and operating income are expected to be adversely impacted by an estimated \$9 million and \$5 million, respectively, due solely to the devaluation of the Bolivar Fuerte.

As of June 30, 2013, the Company's Venezuelan subsidiary had approximately \$62.3 million of net monetary assets denominated in Bolivar Fuertes at the rate of 6.3 Bolivar Fuertes to U.S. Dollar, and as a result, a 10% increase (decrease) in the applicable exchange rate would result in an estimated pretax charge (benefit) of \$6 million. On an ongoing basis, excluding the impacts of any actions management might otherwise take in response to a change in exchange rates, such as raising or decreasing prices, a 10% increase (decrease) in the exchange rate would unfavorably (favorably) impact annual net sales and operating income by an estimated \$6 million and \$3 million, respectively.

Results of Operations

The following table sets forth for the periods indicated items from the Condensed Consolidated Statements of Operations as reported and as a percentage of net sales (*in millions, except percentages*):

	Three Months Ended June 30,				Six Months Ended June 30,			
	2013		2012		2013		2012	
Net sales	\$ 1,474.7	100.0 %	\$ 1,425.3	100.0%	\$ 2,715.5	100.0 %	\$ 2,675.8	100.0%
Cost of products sold	892.0	60.5	872.6	61.2	1,659.2	61.1	1,635.1	61.1
Gross margin	582.7	39.5	552.7	38.8	1,056.3	38.9	1,040.7	38.9
Selling, general and administrative expenses	365.3	24.8	365.3	25.6	706.7	26.0	718.0	26.8
Restructuring costs	32.0	2.2	10.0	0.7	66.4	2.4	22.1	0.8
Operating income	185.4	12.6	177.4	12.4	283.2	10.4	300.6	11.2
Nonoperating expenses:								
Interest expense, net	15.0	1.0	20.5	1.4	29.6	1.1	40.7	1.5
Other expense (income), net	4.2	0.3	0.6	—	17.2	0.6	0.3	—
Net nonoperating expenses	19.2	1.3	21.1	1.5	46.8	1.7	41.0	1.5
Income before income taxes	166.2	11.3	156.3	11.0	236.4	8.7	259.6	9.7
Income tax expense	49.6	3.4	50.0	3.5	56.0	2.1	75.0	2.8
Income from continuing operations	116.6	7.9	106.3	7.5	180.4	6.6	184.6	6.9
(Loss) income from discontinued operations	(6.8)	(0.5)	5.5	0.4	(16.4)	(0.6)	6.5	0.2
Net income	\$ 109.8	7.4 %	\$ 111.8	7.8%	\$ 164.0	6.0 %	\$ 191.1	7.1%

Three Months Ended June 30, 2013 vs. Three Months Ended June 30, 2012**Consolidated Operating Results:**

Net sales for the three months ended June 30, 2013 were \$1,474.7 million, representing an increase of \$49.4 million, or 3.5%, from \$1,425.3 million for the three months ended June 30, 2012. The following table sets forth an analysis of changes in consolidated net sales for the three months ended June 30, 2013 as compared to the three months ended June 30, 2012 (*in millions, except percentages*):

Core sales	\$	64.3	4.5 %
Foreign currency		(14.9)	(1.0)
Total change in net sales	\$	49.4	3.5 %

Core sales increased 4.5%, and foreign currency had the effect of decreasing net sales by 1.0%. After considering the timing shift of an estimated \$28 million of net sales from the second quarter to the first quarter of 2012 related to the SAP pull-forward in Europe, the Company's core sales increased 2.5%. Core sales in the Company's North American and international businesses increased 2.7% and 9.9%, respectively. In North America, core sales growth was led by strong growth in the Baby & Parenting and Commercial segments. In EMEA, core sales increased 17.0%, although excluding the impact of \$28 million of sales associated with the SAP pull-forward, core sales in EMEA declined 1.0%, reflecting the ongoing macroeconomic challenges in Western Europe. Core sales in the Company's Latin America businesses increased 9.8% driven by continued growth in the Writing segment. In the Asia Pacific region, core sales grew 0.7%, as the Baby segment's growth in Japan due to new product introductions was partially offset by core sales declines realized by Fine Writing in China as the business continues to transition the distribution model in China to better align inventory levels with consumer level point-of-sale.

Gross margin, as a percentage of net sales, for the three months ended June 30, 2013 was 39.5%, or \$582.7 million, versus 38.8%, or \$552.7 million, for the three months ended June 30, 2012. Gross margin increased 70 basis points reflecting improved productivity partially offset by inflation and pricing, including incremental investments in merchandising programs.

SG&A expenses for the three months ended June 30, 2013 were 24.8% of net sales, or \$365.3 million, versus 25.6% of net sales, or \$365.3 million, for the three months ended June 30, 2012. SG&A expenses remained flat when compared to the second quarter of 2012 as an increase in strategic spend of \$4.6 million, including increased strategic advertising and promotional investment in the Tools and Commercial Products segments, and an increase in structural spend of \$3.8 million to support geographic expansion were offset by a decrease in restructuring-related costs of \$8.4 million.

The Company recorded restructuring costs of \$32.0 million and \$10.0 million for the three months ended June 30, 2013 and 2012, respectively. The year-over-year increase in restructuring costs is primarily due to the implementation of restructuring plans and initiatives under Project Renewal in Europe as part of the EMEA Simplification workstream. The restructuring costs for the three months ended June 30, 2013 primarily related to Project Renewal and consisted of \$2.3 million of facility and other exit costs, including impairments, \$24.0 million of employee severance, termination benefits and employee relocation costs and \$5.7 million of exited contractual commitments and other restructuring costs. The restructuring costs for the three months ended June 30, 2012 related to Project Renewal and the European Transformation Plan and consisted of \$6.5 million of employee severance, termination benefits and employee relocation costs and \$3.5 million of exited contractual commitments and other restructuring costs. See Footnote 4 of the Notes to Condensed Consolidated Financial Statements for further information.

Operating income for the three months ended June 30, 2013 was \$185.4 million, or 12.6% of net sales, versus \$177.4 million, or 12.4% of net sales, for the three months ended June 30, 2012. The increase in operating margin was primarily due to a comparison with prior year results that included a negative impact from the 2012 European SAP-related timing shift.

Net nonoperating expenses for the three months ended June 30, 2013 were \$19.2 million versus \$21.1 million for the three months ended June 30, 2012. Interest expense for the three months ended June 30, 2013 was \$15.0 million, a decrease of \$5.5 million from \$20.5 million for the three months ended June 30, 2012, primarily due to lower interest rates as well as lower average debt levels. The decrease in interest expense was partially offset by a \$3.6 million increase in other non-operating expenses due primarily to foreign exchange losses as the the Japanese Yen and Australian Dollar weakened during the three months ended June 30, 2013.

The Company's effective income tax rate was 29.8% and 32.0% for the three months ended June 30, 2013 and 2012, respectively. The reduction in the effective tax rate is primarily attributable to changes in the geographic mix of earnings.

(Loss) income from discontinued operations during the three months ended June 30, 2013 and 2012 relates to the Company's Hardware and Teach platform businesses. During the three months ended June 30, 2013, the Company recorded charges of \$8.7 million, net of tax, associated with the discontinued operations. See Footnote 2 of the Notes to Condensed Consolidated Financial Statements for further information.

Business Segment Operating Results:

Net sales by segment were as follows for the three months ended June 30, (in millions, except percentages):

	2013	2012	% Change
Writing	\$ 477.8	\$ 459.1	4.1 %
Home Solutions	399.1	391.3	2.0
Tools	198.0	202.4	(2.2)
Commercial Products	203.6	190.1	7.1
Baby & Parenting	196.2	182.4	7.6
Total net sales	<u>\$ 1,474.7</u>	<u>\$ 1,425.3</u>	3.5 %

The following table sets forth an analysis of changes in net sales in each segment for the three months ended June 30, 2013 as compared to the three months ended June 30, 2012:

	Writing	Home Solutions	Tools	Commercial Products	Baby & Parenting
Core sales, including SAP pre-buys	1.5 %	2.3 %	(5.0)%	6.5 %	9.8 %
Impact of SAP pre-buys	3.5	—	3.7	1.1	1.5
Core sales	5.0	2.3	(1.3)	7.6	11.3
Foreign currency	(0.9)	(0.3)	(0.9)	(0.5)	(3.7)
Total change in net sales	<u>4.1 %</u>	<u>2.0 %</u>	<u>(2.2)%</u>	<u>7.1 %</u>	<u>7.6 %</u>

Operating income by segment was as follows for the three months ended June 30, (in millions, except percentages):

	2013	2012	% Change
Writing	\$ 123.6	\$ 105.7	16.9 %
Home Solutions	53.7	42.6	26.1
Tools	18.3	30.5	(40.0)
Commercial Products	21.9	21.1	3.8
Baby & Parenting	23.8	19.2	24.0
Restructuring costs	(32.0)	(10.0)	NM
Corporate ⁽¹⁾	(23.9)	(31.7)	24.6
Total operating income	<u>\$ 185.4</u>	<u>\$ 177.4</u>	4.5 %

NM — Not Meaningful

(1) Includes organizational change implementation and restructuring-related costs of \$2.1 million associated with Project Renewal for the three months ended June 30, 2013 and restructuring-related costs of \$6.6 million and \$3.9 million associated with the European Transformation Plan and Project Renewal, respectively, for the three months ended June 30, 2012.

Writing

Net sales for the three months ended June 30, 2013 were \$477.8 million, an increase of \$18.7 million, or 4.1%, from \$459.1 million for the three months ended June 30, 2012. Core sales increased 5.0% with an estimated 350 basis points of the increase attributable to the SAP pre-buys in Europe during 2012. In Latin America, Writing generated double-digit core sales growth due to the continued rollout of new products and pricing actions taken in Venezuela in response to the devaluation of the Venezuelan Bolivar. In North America and Europe, Writing had very good sell-in to support Back-to-School merchandising which offset weakness in the office superstore channel. Fine Writing sales were negatively impacted by continued macro-economic challenges in Europe and a slowdown in Asia. Fine Writing sales were also negatively impacted by the reset of the distributor model in China. Excluding the impacts of currency, the segment's North American businesses realized a low single-digit sales decline, which was more than offset by a double-digit sales increase in the segment's international businesses, which includes the impact of the SAP pre-buys in Europe. Foreign currency had an unfavorable impact of 0.9%.

Operating income for the three months ended June 30, 2013 was \$123.6 million, or 25.9% of net sales, an increase of \$17.9 million, or 16.9%, from \$105.7 million, or 23.0% of net sales, for the three months ended June 30, 2012. The 290 basis point increase in operating margin is primarily attributable to the impact of the SAP go-live in Europe in 2012, which resulted in comparatively higher sales volumes in the three months ended June 30, 2013 and year-over-year productivity gains, as well as Project Renewal-based cost savings.

Home Solutions

Net sales for the three months ended June 30, 2013 were \$399.1 million, an increase of \$7.8 million, or 2.0%, from \$391.3 million for the three months ended June 30, 2012. Core sales increased 2.3% driven by the impact of ongoing strong merchandising-driven results from the Rubbermaid Consumer business and distribution gains from Calphalon, partially offset by ongoing challenges in the Décor business. Excluding the impacts of currency, sales at the segment's North American and international businesses increased low single digits and double-digits, respectively. Foreign currency had an unfavorable impact of 0.3%.

Operating income for the three months ended June 30, 2013 was \$53.7 million, or 13.5% of net sales, an increase of \$11.1 million, or 26.1%, from \$42.6 million, or 10.9% of net sales, for the three months ended June 30, 2012. The 260 basis point operating margin improvement is primarily attributable to increased sales volume, improved performance by Levolor® and Project Renewal-based structural SG&A cost reductions. As a percentage of net sales, SG&A costs decreased 110 basis points, primarily due to an increase in net sales and structural SG&A cost reductions.

Tools

Net sales for the three months ended June 30, 2013 were \$198.0 million, a decrease of \$4.4 million, or 2.2%, from \$202.4 million for the three months ended June 30, 2012. Core sales decreased 1.3%. Excluding the impact of the SAP pre-buys in Europe, core sales would have declined 5.0%. The decline was driven by a challenging year-ago comparison of 10% percent growth in 2012, as adjusted for the European SAP timing shift, and weaker than expected industrial bandsaw growth due to sluggish global industrial markets. The core sales decline was also impacted by our SAP go-live in Brazil on April 1, which resulted in an estimated \$5 million in sales that were pulled forward from the second quarter of 2013. Excluding the impacts of foreign currency, sales at the segment's North American and international businesses both declined low single-digits. Foreign currency had an unfavorable impact of 0.9%.

Operating income for the three months ended June 30, 2013 was \$18.3 million, or 9.2% of net sales, a decrease of \$12.2 million, or 40.0%, from \$30.5 million, or 15.1% of net sales, for the three months ended June 30, 2012. The 590 basis point decrease in operating margin is primarily attributable to a 360 basis point increase in SG&A costs as a percentage of net sales due to higher brand building investments and sustained investments in selling and marketing capabilities in certain regions and businesses combined with lower sales volumes. The decline in operating margin is also partially attributable to pressure on gross margins due to input cost inflation.

Commercial Products

Net sales for the three months ended June 30, 2013 were \$203.6 million, an increase of \$13.5 million, or 7.1%, from \$190.1 million for the three months ended June 30, 2012. Core sales increased 7.6%. Excluding the impact of the SAP pre-buys, core sales increased 6.5% driven by growth in North America due to healthy order rates at key accounts and retailers. Excluding the impacts of foreign currency, sales at the segment's North American and international businesses increased by single-digits and double-digits, respectively. Foreign currency had an unfavorable impact of 0.5%.

Operating income for the three months ended June 30, 2013 was \$21.9 million, or 10.8% of net sales, an increase of \$0.8 million, or 3.8%, from \$21.1 million, or 11.1% of net sales, for the three months ended June 30, 2012. The 30 basis point decrease in operating margin is primarily attributable to increased investment in selling capabilities in emerging markets largely offset by reductions in structural SG&A costs.

Baby & Parenting

Net sales for the three months ended June 30, 2013 were \$196.2 million, an increase of \$13.8 million, or 7.6%, from \$182.4 million for the three months ended June 30, 2012. Core sales increased 11.3%. Excluding the impact of SAP pre-buys, core sales increased 9.8% driven by strengthened distribution and continued share gains in North America and successful new innovation in North America and Asia Pacific. Foreign currency had an unfavorable impact of 3.7%.

Operating income for the three months ended June 30, 2013 was \$23.8 million, or 12.1% of net sales, an increase of \$4.6 million, or 24.0%, from \$19.2 million, or 10.5% of net sales, for the three months ended June 30, 2012. The 160 basis point increase in operating margin is primarily due to Project Renewal-related cost savings and better leverage of SG&A costs on increased sales, as SG&A costs declined 290 basis as a percentage of net sales.

Six Months Ended June 30, 2013 vs. Six Months Ended June 30, 2012**Consolidated Operating Results:**

Net sales for the six months ended June 30, 2013 were \$2,715.5 million, representing an increase of \$39.7 million, or 1.5%, from \$2,675.8 million for the six months ended June 30, 2012. The following table sets forth an analysis of changes in consolidated net sales for the six months ended June 30, 2013 as compared to the six months ended June 30, 2012 (*in millions, except percentages*):

Core sales	\$	66.7	2.5 %
Foreign currency		(27.0)	(1.0)
Total change in net sales	\$	39.7	1.5 %

Core sales increased 2.5%, and foreign currency had the effect of decreasing net sales by 1.0%. Core sales in the Company's North American and international businesses increased 2.6% and 2.2%, respectively. In North America, core sales growth was led by growth in the Baby & Parenting and Commercial Products segments. Core sales in the Company's Latin America businesses increased 18.7%, including a strong core sales increase in the Writing segment, which includes price increases implemented in response to the devaluation of the Venezuelan Bolivar, and a core sales increase in the Tools segment driven by growth in Mexico and Brazil. The core sales increases in North and Latin America were partially offset by core sales declines in the EMEA and Asia Pacific regions. Core sales in EMEA declined 2.2% reflecting the ongoing macroeconomic challenges in Western Europe. In the Asia Pacific region, a decline in Fine Writing due to the transitioning of the distribution model in China to better align inventory levels with consumer level point-of-sale and an overall slowdown in the category was partially offset by continued Baby & Parenting growth in Japan due to new product introductions.

Gross margin, as a percentage of net sales, for the six months ended June 30, 2013 was 38.9%, or \$1,056.3 million, versus 38.9%, or \$1,040.7 million, for the six months ended June 30, 2012. Gross margins remained flat reflecting productivity offsetting the effect of input cost inflation and pricing, including incremental investments in merchandising programs. On an annualized basis, commodities consumed as raw materials generally represent approximately 10% to 15% of annual cost of products sold, with no single type of commodity representing more than 10% of cost of products sold.

SG&A expenses for the six months ended June 30, 2013 were 26.0% of net sales, or \$706.7 million, versus 26.8% of net sales, or \$718.0 million, for the six months ended June 30, 2012. SG&A expenses decreased \$11.3 million when compared to the first six months of 2012, which was primarily due to lower restructuring-related costs which decreased \$11.8 million. Lower but more focused strategic spending was offset by an increase in structural SG&A to support geographic expansion. Foreign currency had the impact of reducing SG&A expenses by \$7.7 million.

The Company recorded restructuring costs of \$66.4 million and \$22.1 million for the six months ended June 30, 2013 and 2012, respectively. The year-over-year increase in restructuring costs is primarily due to the implementation of restructuring plans and initiatives under Project Renewal in Europe as part of the EMEA Simplification workstream. The restructuring costs for the six months ended June 30, 2013 were primarily related to Project Renewal and consisted of \$2.3 million of facility and other exit costs, including impairments, \$50.2 million of employee severance, termination benefits and employee relocation costs and \$13.9 million of exited contractual commitments and other restructuring costs. The restructuring costs for the six months ended June 30, 2012 related to Project Renewal and the European Transformation Plan and consisted of \$14.9 million of employee severance, termination benefits and employee relocation costs and \$7.2 million of exited contractual commitments and other restructuring costs. See Footnote 4 of the Notes to Condensed Consolidated Financial Statements for further information.

Operating income for the six months ended June 30, 2013 was \$283.2 million, or 10.4% of net sales, versus \$300.6 million, or 11.2% of net sales, for the six months ended June 30, 2012. The decrease in operating margin was primarily due to the increase in restructuring costs.

Net nonoperating expenses for the six months ended June 30, 2013 were \$46.8 million versus \$41.0 million for the six months ended June 30, 2012. Interest expense for the six months ended June 30, 2013 was \$29.6 million, a decrease of \$11.1 million from \$40.7 million for the six months ended June 30, 2012, primarily due to lower interest rates as well as lower average debt levels. In February 2013, the exchange rate for Bolivar Fuertes declined to 6.3 Bolivar Fuertes to U.S. Dollar, and as a result, the Company recorded a foreign currency exchange loss of \$11.1 million to reduce the value of the net monetary assets of its Venezuelan operations that are denominated in Bolivar Fuertes.

The Company's effective income tax rate was 23.7% and 28.9% for the six months ended June 30, 2013 and 2012, respectively. The reduction in the effective tax rate is primarily attributable to \$13.1 million of net tax benefits that are discrete to the six months ended June 30, 2013, including \$8.3 million of net tax benefits associated with the recognition of incremental deferred taxes and \$4.8 million associated with the resolution of certain tax contingencies.

(Loss) income from discontinued operations during the six months ended June 30, 2013 and 2012 relates to the Company's Hardware and Teach platform businesses. During the six months ended June 30, 2013, the Company recorded charges of \$18.7 million, net of tax, which includes impairments of goodwill, intangibles and other long-lived assets of the discontinued operations. See Footnote 2 of the Notes to Condensed Consolidated Financial Statements for further information.

Business Segment Operating Results:

Net sales by segment were as follows for the six months ended June 30, (in millions, except percentages):

	2013	2012	% Change
Writing	\$ 818.4	\$ 834.7	(2.0)%
Home Solutions	738.0	718.0	2.8
Tools	386.6	393.0	(1.6)
Commercial Products	386.7	365.5	5.8
Baby & Parenting	385.8	364.6	5.8
Total net sales	<u>\$ 2,715.5</u>	<u>\$ 2,675.8</u>	1.5 %

The following table sets forth an analysis of changes in net sales in each segment for the six months ended June 30, 2013 as compared to the six months ended June 30, 2012:

	Writing	Home Solutions	Tools	Commercial Products	Baby & Parenting
Core sales	(1.1)%	3.0 %	(0.3)%	6.3 %	8.9 %
Foreign currency	(0.9)	(0.2)	(1.3)	(0.5)	(3.1)
Total change in net sales	<u>(2.0)%</u>	<u>2.8 %</u>	<u>(1.6)%</u>	<u>5.8 %</u>	<u>5.8 %</u>

Operating income by segment was as follows for the six months ended June 30, (in millions, except percentages):

	2013	2012	% Change
Writing	\$ 186.8	\$ 172.1	8.5 %
Home Solutions	87.8	73.5	19.5
Tools	37.0	59.2	(37.5)
Commercial Products	43.5	39.7	9.6
Baby & Parenting	47.7	41.6	14.7
Restructuring costs	(66.4)	(22.1)	NM
Corporate ⁽¹⁾	(53.2)	(63.4)	16.1
Total operating income	<u>\$ 283.2</u>	<u>\$ 300.6</u>	(5.8)%

NM — Not Meaningful

(1) Includes organizational change implementation and restructuring-related costs of \$8.7 million associated with Project Renewal for the six months ended June 30, 2013 and restructuring-related costs of \$16.6 million and \$3.9 million associated with the European Transformation Plan and Project Renewal, respectively, for the six months ended June 30, 2012.

Writing

Net sales for the six months ended June 30, 2013 were \$818.4 million, a decrease of \$16.3 million, or 2.0%, from \$834.7 million for the six months ended June 30, 2012. Core sales decreased 1.1% primarily driven by weakness in Fine Writing and Dymo Office. Strong core sales growth in Latin America due to the continued rollout of new products, strong back to school sell-in, and price increases implemented in response to the devaluation of the Venezuelan Bolivar were more than offset by continued macro-economic challenges in EMEA, declines in Fine Writing in Asia due to the transitioning of the distribution model in China and an overall slowdown in the category in that region and declines in the office superstore channel in the U.S. Excluding the impacts of currency, the segment's North American businesses reported a low single-digit sales decline while the segment's international businesses reported a low single-digit sales increase. Foreign currency had an unfavorable impact of 0.9%.

Operating income for the six months ended June 30, 2013 was \$186.8 million, or 22.8% of net sales, an increase of \$14.7 million, or 8.5%, from \$172.1 million, or 20.6% of net sales, for the six months ended June 30, 2012. The 220 basis point increase in operating margin is primarily attributable to gross margin expansion, as productivity more than offset input cost inflation. SG&A

costs as a percentage of net sales decreased 10 basis points, as the Company invested additional amounts in strategic SG&A in the prior year in support of the launches of Paper Mate® Ink Joy® and the Parker® Ingenuity Collection.

Home Solutions

Net sales for the six months ended June 30, 2013 were \$738.0 million, an increase of \$20.0 million, or 2.8%, from \$718.0 million for the six months ended June 30, 2012. Core sales increased 3.0% led by high-single digit growth in the Rubbermaid Consumer business due to focused merchandising activities and increases in Calphalon due to distribution gains, partially offset by ongoing challenges in the Décor business. Excluding the impacts of currency, sales at the segment's North American and international businesses increased low single-digit and double-digits, respectively. Foreign currency had an unfavorable impact of 0.2%.

Operating income for the six months ended June 30, 2013 was \$87.8 million, or 11.9% of net sales, an increase of \$14.3 million, or 19.5%, from \$73.5 million, or 10.2% of net sales, for the six months ended June 30, 2012. The 170 basis point operating margin improvement is primarily attributable to a 100 basis point reduction in SG&A costs as a percentage of net sales due to lower strategic spend in the first six months of 2013 and Project Renewal-related cost savings.

Tools

Net sales for the six months ended June 30, 2013 were \$386.6 million, a decrease of \$6.4 million, or 1.6%, from \$393.0 million for the six months ended June 30, 2012. Core sales decreased 0.3% driven by weaker than expected industrial bandsaw growth due to sluggish global industrial markets partially offset by double-digit growth in Latin America attributable to continued investment in selling capabilities. Excluding the impacts of foreign currency, mid-single-digit sales declines at the segment's North American businesses were partially offset by mid-single-digit sales increases in the international businesses. Foreign currency had an unfavorable impact of 1.3%.

Operating income for the six months ended June 30, 2013 was \$37.0 million, or 9.6% of net sales, a decrease of \$22.2 million, or 37.5% from \$59.2 million, or 15.1% of net sales, for the six months ended June 30, 2012. The 550 basis point decrease in operating margin is primarily attributable to a 300 basis point increase in SG&A costs as a percentage of net sales due to higher brand building investments and sustained investments in selling and marketing capabilities in certain regions and businesses. The decline in operating margins was also partially attributable to pressure on gross margin due to input cost inflation.

Commercial Products

Net sales for the six months ended June 30, 2013 were \$386.7 million, an increase of \$21.2 million, or 5.8%, from \$365.5 million for the six months ended June 30, 2012. Core sales increased 6.3% driven by growth in North America due to healthy order rates at key accounts and retailers. The growth in North America was partially offset by continued softness in the European market. Excluding the impacts of foreign currency, high single-digit sales increases at the segment's North American businesses were partially offset by low single-digit sales declines in the international businesses. Foreign currency had an unfavorable impact of 0.5%.

Operating income for the six months ended June 30, 2013 was \$43.5 million, or 11.2% of net sales, an increase of \$3.8 million, or 9.6%, from \$39.7 million, or 10.9% of net sales, for the six months ended June 30, 2012. The 30 basis point increase in operating margin is primarily attributable to productivity gains, as strategic SG&A costs increased commensurate with the increase in core sales.

Baby & Parenting

Net sales for the six months ended June 30, 2013 were \$385.8 million, an increase of \$21.2 million, or 5.8%, from \$364.6 million for the six months ended June 30, 2012. Core sales increased 8.9% driven by strong retail sales and new products in the North American markets and continued growth in Asia Pacific attributable to promotional activity and new products. The growth in the North American and Asia Pacific markets was partially offset by continued softness in the European market due to Teutonia® as the benefit from service and quality improvements has not been fully realized. Foreign currency had an unfavorable impact of 3.1%.

Operating income for the six months ended June 30, 2013 was \$47.7 million, or 12.4% of net sales, an increase of \$6.1 million, or 14.7%, from \$41.6 million, or 11.4% of net sales, for the six months ended June 30, 2012. The 100 basis point increase in operating margin is primarily due to increased sales and Project Renewal-related SG&A cost savings, as SG&A declined 190 basis points as a percentage of net sales.

Liquidity and Capital Resources

Cash and cash equivalents (decreased) increased as follows for the six months ended June 30, (*in millions*):

	2013	2012
Cash (used in) provided by operating activities	\$ (59.8)	\$ 55.7
Cash used in investing activities	(57.3)	(82.3)
Cash provided by financing activities	90.5	227.8
Currency effect on cash and cash equivalents	(3.1)	(0.6)
(Decrease) increase in cash and cash equivalents	\$ (29.7)	\$ 200.6

In the cash flow statement, the changes in operating assets and liabilities are presented excluding the effects of changes in foreign currency exchange rates and the effects of acquisitions and divestitures. Accordingly, the amounts in the cash flow statement differ from changes in the operating assets and liabilities that are presented in the balance sheet.

Sources

Historically, the Company's primary sources of liquidity and capital resources have included cash provided by operations, proceeds from divestitures, issuance of debt and use of available borrowing facilities.

Cash used in operating activities for the six months ended June 30, 2013 was \$59.8 million compared to cash provided by operating activities of \$55.7 million for the six months ended June 30, 2012. The decline in operating cash flow was primarily due to the \$67.1 million year-over-year increase in pension contributions to the Company's U.S. pension plan (\$100.0 million voluntary contribution to the U.S. pension plan in the first six months of 2013 compared to \$32.9 million contributed in the first six months of 2012), \$34.6 million year-over-year use of cash to build inventories in advance of third quarter 2013 product launches, and a \$27.0 million increase in the annual incentive compensation payout.

During the six months ended June 30, 2013, the Company obtained net proceeds of \$202.1 million from the issuance of commercial paper and other short-term debt, which compared to \$71.1 million of net proceeds from commercial paper and the receivables facility in the six months ended June 30, 2012. The Company's short-term borrowings, which include commercial paper and the receivables financing facility, were \$412.4 million at June 30, 2013 compared to \$175.5 million at June 30, 2012. The increase in short-term borrowings is primarily related to borrowings under the receivables facility.

Uses

Historically, the Company's primary uses of liquidity and capital resources have included capital expenditures, payments on debt, dividend payments, share repurchases and acquisitions.

Aggregate dividends paid were \$88.1 million and \$53.3 million for the six months ended June 30, 2013 and 2012, respectively.

In August 2011, the Company announced a \$300.0 million share repurchase program (the "SRP"). The SRP is authorized to run for a period of three years ending in August 2014. During the six months ended June 30, 2013, the Company repurchased and retired approximately 2.9 million shares pursuant to the SRP for \$72.4 million, which compared to 2.3 million shares repurchased and retired for \$41.3 million during the six months ended June 30, 2012.

Capital expenditures were \$57.0 million and \$85.0 million for the six months ended June 30, 2013 and 2012, respectively. The largest single capital project in all periods presented was the implementation of SAP, which represented \$11.8 million and \$23.4 million of capital expenditures for the six months ended June 30, 2013 and 2012, respectively.

Cash paid for restructuring activities was \$39.5 million and \$22.4 million for the six months ended June 30, 2013 and 2012, respectively, and is included in the cash (used in) provided by operating activities. These payments primarily relate to employee severance, termination benefits and relocation costs, and exited contractual commitments and other charges.

Cash Conversion Cycle

The Company defines its cash conversion cycle as the sum of inventory and accounts receivable days outstanding (based on cost of products sold and net sales, respectively, for the most recent three-month period, including discontinued operations) minus accounts payable days outstanding (based on cost of products sold for the most recent three-month period, including discontinued operations) at the end of the quarter.

The following table depicts the Company's cash conversion cycle for the periods presented (*in number of days*):

	June 30, 2013	December 31, 2012	June 30, 2012
Accounts receivable	72	67	67
Inventory	85	66	84
Accounts payable	(63)	(50)	(54)
Cash conversion cycle	94	83	97

The Company's cash conversion cycle is impacted by the seasonality of its businesses and generally tends to be longer in the first and second quarters, based on historical trends, due to inventory build-ups early in the year for seasonal sales activity and credit terms provided to customers. The Company continues to leverage SAP in North America and Europe to improve working capital.

Financial Position

The Company is committed to maintaining a strong financial position through maintaining sufficient levels of available liquidity, managing working capital, and monitoring the Company's overall capitalization.

- Cash and cash equivalents at June 30, 2013 were \$154.1 million, and the Company had \$600.1 million of available borrowing capacity under the \$800.0 million unsecured syndicated revolving credit facility.
- Working capital at June 30, 2013 was \$758.8 million compared to \$700.3 million at December 31, 2012, and the current ratio at June 30, 2013 was 1.41:1 compared to 1.45:1 at December 31, 2012. The increase in working capital is primarily attributable to the increase in the accounts receivable and inventory balances due to seasonality partially offset by an increase in short-term debt compared to December 31, 2012 to fund seasonal inventory builds and the paydown of customer accruals and annual incentive compensation.
- The Company monitors its overall capitalization by evaluating net debt to total capitalization. Net debt to total capitalization is defined as the sum of short- and long-term debt, less cash, divided by the sum of total debt and stockholders' equity, less cash. Net debt to total capitalization was 0.49:1 at June 30, 2013 and 0.46:1 at December 31, 2012.

The Company has from time to time refinanced, redeemed or repurchased its debt and taken other steps to reduce its debt or lease obligations or otherwise improve its overall financial position and balance sheet. Going forward, depending on market conditions, its cash positions and other considerations, the Company may continue to take such actions.

Borrowing Arrangements

In December 2011, the Company entered into a five-year credit agreement (the "Credit Agreement") with a syndicate of banks. As extended, the Credit Agreement provides for an unsecured syndicated revolving credit facility with a maturity date of December 1, 2017, and an aggregate commitment at any time outstanding of up to \$800.0 million (the "Facility"). The Facility is intended to be used for general corporate purposes and, in addition, provides the committed backup liquidity required to issue commercial paper. Accordingly, commercial paper may be issued only up to the amount available for borrowing under the Facility. The Facility also provides for the issuance of up to \$100.0 million of letters of credit, so long as there is a sufficient amount available for borrowing under the Facility. As of June 30, 2013, there were no borrowings or standby letters of credit issued or outstanding under the Facility, and the Company had commercial paper obligations outstanding of \$199.9 million, resulting in \$600.1 million of borrowing capacity available under the Facility.

In addition to the committed portion of the Facility, the Credit Agreement provides for extensions of competitive bid loans from one or more lenders (at the lenders' discretion) of up to \$500.0 million, which are not a utilization of the amount available for borrowing under the Facility.

In September 2012, the Company renewed its 364-day receivables financing facility that provides for maximum borrowings of up to \$200.0 million such that it expires in September 2013. As of June 30, 2013, the Company had outstanding borrowings of \$200.0 million under the receivables facility at a weighted-average interest rate of 0.9%.

The following table presents the maximum and average daily borrowings outstanding under the Company's short-term borrowing arrangements during the six months ended June 30, (*in millions*):

<u>Short-term Borrowing Arrangement</u>	2013		2012	
	Maximum	Average	Maximum	Average
Commercial paper	\$ 249.6	\$ 155.4	\$ 392.8	\$ 232.9
Receivables financing facility	200.0	200.0	200.0	101.9

The indentures governing the Company's medium-term notes contain usual and customary nonfinancial covenants. The Company's borrowing arrangements other than the medium-term notes contain usual and customary nonfinancial covenants and certain financial covenants, including minimum interest coverage and maximum debt-to-total-capitalization ratios. As defined by the agreements governing the borrowing arrangements, minimum interest coverage ratio is computed as adjusted Earnings before Interest, Taxes, Depreciation and Amortization ("EBITDA") divided by adjusted interest expense for the four most recent quarterly periods. Generally, maximum debt-to-total-capitalization is calculated as the sum of short-term and long-term debt divided by the sum of (i) total debt, (ii) total stockholders' equity and (iii) a specified dollar amount ranging from \$550.0 million to \$750.0 million related to impairment charges incurred by the Company. As of June 30, 2013, the Company had complied with all covenants under the indentures and its other borrowing arrangements, and the Company could access the full borrowing capacity available under the Facility, and utilize the \$600.1 million for general corporate purposes without exceeding the debt-to-total-capitalization limits in its financial covenants. A failure to maintain the financial covenants would impair the Company's ability to borrow under the Facility and the receivables facility and may result in the acceleration of the repayment of certain indebtedness.

Debt

The Company has varying needs for short-term working capital financing as a result of the seasonal nature of its business. The volume and timing of production impacts the Company's cash flows and has historically involved increased production in the first quarter of the year to meet increased customer demand through the remainder of the year. Working capital fluctuations have historically been financed through short-term financing arrangements, such as commercial paper or borrowings under the Facility or the receivables facility.

Total debt was \$2.1 billion as of June 30, 2013 and \$1.9 billion as of December 31, 2012, an increase of \$163.8 million due to commercial paper borrowings during the first six months of 2013 for working capital investments and payments of customer program and annual incentive compensation liabilities. As of June 30, 2013, the current portion of long-term debt and short-term debt totaled \$413.2 million, including \$200.0 million and \$199.9 million of borrowings under the receivables facility and commercial paper obligations, respectively.

The following table presents the average outstanding debt and weighted average interest rates (*in millions, except percentages*):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2013	2012	2013	2012
Average outstanding debt	\$ 2,080.4	\$ 2,307.2	\$ 2,039.8	\$ 2,235.5
Average interest rate ⁽¹⁾	2.9%	3.6%	2.9%	3.7%

(1) The average interest rate includes the impacts of outstanding and previously-settled fixed-for-floating interest rate swaps.

The Company's floating-rate debt, which includes medium-term notes that are subject to fixed-for-floating interest rate swaps, was 55.6% and 51.7% of total debt as of June 30, 2013 and December 31, 2012, respectively. The increase in floating-rate debt is primarily due to an increase of \$201.7 million in short-term debt outstanding at June 30, 2013 compared to December 31, 2012. See Footnote 6 of the Notes to Condensed Consolidated Financial Statements for further information.

Pension and Other Obligations

The Company has adopted and sponsors pension plans in the U.S. and in various other countries. The Company's ongoing funding requirements for its pension plans are largely dependent on the value of each of the plan's assets and the investment returns realized on plan assets as well as prevailing market rates of interest.

Future increases or decreases in pension liabilities and required cash contributions are highly dependent on changes in interest rates and the actual return on plan assets. The Company determines its plan asset investment mix, in part, on the duration of each plan's liabilities. To the extent each plan's assets decline in value or do not generate the returns expected by the Company or interest rates decline further, the Company may be required to make contributions to the pension plans to ensure the pension obligations are adequately funded as required by law or mandate. During the six months ended June 30, 2013, the Company contributed \$100.0 million to its U.S. pension plan as a voluntary contribution. The Company does not expect the impact of the contribution to be material to the Company's pretax income for the year ending December 31, 2013, considering the expected return on plan assets of 7.5% and the Company's average borrowing rate of 3.0%.

Dividends

The Company intends to maintain dividends at a level such that operating cash flows can be used to fund growth initiatives and restructuring activities, and at the Company's discretion, to repay outstanding debt. The payment of dividends to holders of the Company's common stock remains at the discretion of the Board of Directors and will depend upon many factors, including the Company's financial condition, earnings, legal requirements, payout ratio and other factors the Board of Directors deems relevant.

Share Repurchase Program

In August 2011, the Company announced a \$300.0 million share repurchase program (the "SRP"). Under the SRP, the Company may repurchase its own shares of common stock through a combination of a 10b5-1 automatic trading plan, discretionary market purchases or in privately negotiated transactions. The SRP is authorized to run for a period of three years ending in August 2014. During the six months ended June 30, 2013, the Company repurchased 2.9 million shares pursuant to the SRP for \$72.4 million, and such shares were immediately retired. Since the inception of the SRP through June 30, 2013, the Company has repurchased and retired a total of 11.2 million shares for \$210.0 million. During July 2013, the Company purchased an additional 0.6 million shares at an aggregate cost of \$15.1 million. The repurchase of additional shares will depend upon many factors, including the Company's financial condition, liquidity and legal requirements.

Credit Ratings

The Company's credit ratings are periodically reviewed by rating agencies. The Company's current senior and short-term debt credit ratings from three major credit rating agencies are listed below:

	Senior Debt Credit Rating	Short-term Debt Credit Rating	Outlook
Moody's Investors Service	Baa3	P-3	Stable
Standard & Poor's	BBB-	A-3	Stable
Fitch Ratings	BBB	F-2	Stable

Outlook

For the year ending December 31, 2013, the Company expects to generate cash flows from operations of \$575 to \$625 million after restructuring and restructuring-related cash payments of \$90 to \$110 million and \$100 million in contributions to the Company's primary U.S. pension plan. The Company plans to fund capital expenditures of approximately \$150 to \$175 million.

Overall, the Company believes that available cash and cash equivalents, cash flows generated from future operations, access to capital markets, and availability under the Facility and receivables facility will be adequate to support the cash needs of existing businesses. The Company plans to use available cash, borrowing capacity, cash flows from future operations and alternative financing arrangements to repay debt maturities as they come due, including short-term debt of \$412.4 million, primarily representing borrowings under the receivables facility and commercial paper obligations.

Non-GAAP Financial Measures

The Management's Discussion and Analysis of Financial Condition and Results of Operations in this Form 10-Q contains non-GAAP financial measures. The Company uses certain non-GAAP financial measures in explaining its results and in its internal evaluation and management of its businesses. The Company's management believes these non-GAAP financial measures are useful since these measures (a) permit users of the financial information to view the Company's performance using the same tools that management uses to evaluate the Company's past performance, reportable business segments and prospects for future performance and (b) determine certain elements of management's incentive compensation.

The Company's management believes that core sales is useful because it demonstrates the effect of foreign currency on reported sales. The effect of foreign currency on reported sales is determined by applying a fixed exchange rate, calculated as the 12-month average in 2012, to the current and prior year local currency sales amounts, with the difference in these two amounts being the change in core sales and the difference between the change in reported sales and the change in core sales reported as the currency impact. The Company believes that providing adjusted core sales excluding the impact of a timing shift related to the 2012 implementation of SAP in Europe is useful in that it helps investors understand underlying business trends. The Company uses core sales as one of the three performance criteria in its management cash bonus plan.

While the Company believes that non-GAAP financial measures are useful in evaluating performance, this information should be considered as supplemental in nature and not as a substitute for or superior to the related financial information prepared in accordance with GAAP. Additionally, non-GAAP financial measures may differ from similar measures presented by other companies.

The following table provides a reconciliation of changes in core sales to changes in reported net sales by geographic region:

Three Months Ended June 30, 2013						
	North America	Europe, Middle East and Africa	Latin America	Asia Pacific	Total International	Total Company
Core sales, including SAP pre-buys	2.7 %	(1.0)%	9.8 %	0.7 %	1.8 %	2.5 %
Impact of SAP pre-buys	—	18.0	—	—	8.1	2.0
Core sales	2.7	17.0	9.8	0.7	9.9	4.5
Foreign currency	(0.2)	0.6	(5.8)	(7.6)	(3.6)	(1.0)
Total change in net sales	<u>2.5 %</u>	<u>17.6 %</u>	<u>4.0 %</u>	<u>(6.9)%</u>	<u>6.3 %</u>	<u>3.5 %</u>

Six Months Ended June 30, 2013						
	North America	Europe, Middle East and Africa	Latin America	Asia Pacific	Total International	Total Company
Core sales	2.6 %	(2.2)%	18.7 %	(2.2)%	2.2 %	2.5 %
Foreign currency	(0.1)	(0.2)	(6.1)	(6.4)	(3.3)	(1.0)
Total change in net sales	<u>2.5 %</u>	<u>(2.4)%</u>	<u>12.6 %</u>	<u>(8.6)%</u>	<u>(1.1)%</u>	<u>1.5 %</u>

Reconciliations of changes in core sales to changes in reported net sales on a consolidated basis and by segment is provided earlier in the Management's Discussion and Analysis of Financial Condition and Results of Operations.

Critical Accounting Policies

There have been no significant changes to the Company's critical accounting policies since the filing of its Form 10-K for the year ended December 31, 2012.

Forward-Looking Statements

Forward-looking statements in this Report are made in reliance upon the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements may relate to, but are not limited to, information or assumptions about the effects of sales (including pricing), income/(loss), earnings per share, return on equity, return on invested capital, operating income, operating margin or gross margin improvements or declines, Project Renewal, capital and other expenditures, working capital, cash flow, dividends, capital structure, debt to capitalization ratios, debt ratings, availability of financing, interest rates, restructuring, restructuring-related and organizational change implementation costs, impairment and other charges, potential losses on divestitures, impacts of changes in accounting standards, pending legal proceedings and claims (including environmental matters), future economic performance, costs and cost savings (including raw material and sourced product inflation, productivity and streamlining), synergies, management's plans, goals and objectives for future operations, performance and growth or the assumptions relating to any of the forward-looking statements. These statements generally are accompanied by words such as "intend," "anticipate," "believe," "estimate," "project," "target," "plan," "expect," "will," "should," "would" or similar statements. The Company cautions that forward-looking statements are not guarantees because there are inherent difficulties in predicting future results. Actual results could differ materially from those expressed or implied in the forward-looking statements. Important factors that could cause actual results to differ materially from those suggested by the forward-looking statements include, but are not limited to, the Company's dependence on the strength of retail, commercial and industrial sectors of the economy in light of the continuation or escalation of the global economic slowdown or regional sovereign debt issues; currency fluctuations; competition with other manufacturers and distributors of consumer products; major retailers' strong bargaining power; changes in the prices of raw materials and sourced products and the Company's ability to obtain raw materials and sourced products in a timely manner from suppliers; the Company's ability to develop innovative new products and to develop, maintain and strengthen its end-user brands; the Company's ability to expeditiously close facilities and move operations while managing foreign regulations and other impediments; the Company's ability to implement successfully information technology solutions throughout its organization; the Company's ability to improve productivity and streamline operations; changes to the Company's credit ratings; significant increases in the funding obligations related to the Company's pension plans due to declining asset values, declining interest rates or otherwise; the imposition of tax liabilities greater than the Company's provisions for such matters; the risks inherent in the Company's foreign operations and those matters set forth in this Report generally and Exhibit 99.1 to this Report. In addition, there can be no assurance that the Company has correctly identified and assessed all of the factors affecting the Company or that the publicly available and other information the Company receives with respect to these factors is complete or correct.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The Company has no material changes to the disclosure on this matter made in its Annual Report on Form 10-K for the year ended December 31, 2012.

Item 4. Controls and Procedures

As of June 30, 2013, an evaluation was performed by the Company’s management, under the supervision and with the participation of the Company’s chief executive officer and chief financial officer, of the effectiveness of the Company’s disclosure controls and procedures. Based on that evaluation, the chief executive officer and the chief financial officer concluded that the Company’s disclosure controls and procedures were effective.

There were no changes in the Company’s internal control over financial reporting that occurred during the quarter ended June 30, 2013 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting. The Company is in the process of replacing various business information systems worldwide with an enterprise resource planning system from SAP. Implementation will continue to occur over several years in phases, primarily focused on geographic region and segment. This activity involves the migration of multiple legacy systems and users to a common SAP information platform. In addition, this conversion will impact certain interfaces with the Company’s customers and suppliers, resulting in changes to the tools the Company uses to take orders, procure materials, schedule production, remit billings, make payments and perform other business functions.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Information required under this Item is contained above in Part I. Financial Information, Item 1 and is incorporated herein by reference.

Item 1A. Risk Factors

The risk factors that affect the Company’s business and financial results are discussed in “ITEM 1A. RISK FACTORS” in the 2012 Annual Report on Form 10-K and there has been no material change to the risk factors disclosed in the Company’s 2012 Annual Report on Form 10-K.

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

ISSUER PURCHASES OF EQUITY SECURITIES

The following table provides information about the Company’s purchases of equity securities during the quarter ended June 30, 2013:

Calendar Month	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1)	Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (1)
April	445,119 (2)	\$ 25.78	445,000	\$ 117,104,528
May	506,365 (2)	27.24	490,000	103,751,952
June	515,000 (2)	26.61	515,000	90,048,255
Total	1,466,484	\$ 26.58	1,450,000	

- (1) On August 12, 2011, the Company announced a \$300.0 million share repurchase program (the “SRP”). Under the SRP, the Company may repurchase its own shares of common stock through a combination of a 10b5-1 automatic trading plan, discretionary market purchases or in privately negotiated transactions. The SRP is authorized to run through August 2014. The average per share purchase price for April, May and June 2013 were \$25.78, \$27.25 and \$26.61, respectively.
- (2) All shares purchased by the Company during the quarter ended June 30, 2013 other than those purchased under the SRP were acquired to satisfy employees’ tax withholding and payment obligations in connection with the vesting of awards of restricted stock units, which are repurchased by the Company based on their fair market value on the vesting date. In April and May 2013, in addition to the shares purchased under the SRP, the Company purchased 119 shares (average price: \$25.00) and 16,365 shares (average price: \$27.03), respectively, in connection with vesting of employees’ stock-based awards.

Item 6. Exhibits

10.1	Newell Rubbermaid Inc. Deferred Compensation Plans Trust Agreement, effective as of June 1, 2013.
10.2	Newell Rubbermaid Inc. Employment Security Agreements Trust Agreement, effective as of June 1, 2013.
10.3	Form of Restricted Stock Unit Agreement under the 2013 Incentive Plan for Employees.
10.4	Form of Restricted Stock Unit Agreement under the 2013 Incentive Plan for Non-Employee Directors.
10.5	Newell Rubbermaid Inc. 2008 Deferred Compensation Plan as amended and restated August 5, 2013.
10.6	First Amendment to the Newell Rubbermaid Inc. Supplemental Executive Retirement Plan dated August 5, 2013.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.1	Safe Harbor Statement.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

SIGNATURES

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

NEWELL RUBBERMAID INC.

Registrant

Date: August 9, 2013

/s/ Douglas L. Martin

Douglas L. Martin

Executive Vice President and Chief Financial Officer

Date: August 9, 2013

/s/ John B. Ellis

John B. Ellis

Vice President – Corporate Controller and

Chief Accounting Officer

NEWELL RUBBERMAID INC.

DEFERRED COMPENSATION PLANS
TRUST AGREEMENTEffective as of
June 1, 2013TABLE OF CONTENTS

	<u>Page</u>
I. TRUST FUND	1
II. PAYMENTS TO TRUST BENEFICIARIES	3
III. THE TRUSTEE'S RESPONSIBILITY REGARDING PAYMENTS TO A TRUST BENEFICIARY WHEN AN EMPLOYER COMPANY IS INSOLVENT	4
IV. PAYMENTS TO COMPANY	5
V. INVESTMENT OF TRUST FUND	5
VI. INCOME OF THE TRUST	6
VII. ACCOUNTING BY THE TRUSTEE	6
VIII. RESPONSIBILITY AND INDEMNIFICATION OF THE TRUSTEE	6
IX. AMENDMENTS, ETC., TO PLAN	9
X. REPLACEMENT OF THE TRUSTEE	9
XI. AMENDMENT OR TERMINATION OF TRUST AGREEMENT	9
XII. SPECIAL DISTRIBUTIONS	9
XIII. GENERAL PROVISIONS	10
XIV. NOTICES	12

NEWELL RUBBERMAID INC.

DEFERRED COMPENSATION PLANS
TRUST AGREEMENT

This Trust Agreement (the "**Agreement**") made effective as of the 1st day of June, 2013, by and between Newell Rubbermaid Inc., a Delaware corporation (the "**Company**"), and The Northern Trust Company, an Illinois corporation (the "Trustee").

WHEREAS, the Company, or an affiliate of the Company ("**Affiliate**"), has established the plan or plans designated in Exhibit A hereto, which may be updated by the Company from time-to-time (referred to herein, individually and collectively, as any "**Plan**" or the "**Plans**"), pursuant to which the Company has agreed to provide participants in the Plans (the "**Participants**") with certain retirement benefits (hereinafter the entity for which a Participant provided services, including the Company, shall be referred to as the "**Employer Company**");

WHEREAS, the Company has incurred or expects to incur liability under the terms of such Plans with respect to the amounts payable thereunder (the amounts so payable are collectively referred to as the "**Benefits**") to the Participants of such Plans, and/or their respective beneficiaries (the Participants and their respective beneficiaries are collectively referred to as the "**Trust Beneficiaries**");

WHEREAS, pursuant to this Agreement the Company has established a trust (the "**Trust**") and has transferred or will transfer to the Trust assets which shall be held subject to the claims of the general creditors of each Employer Company to the extent set forth in Article III until (i) paid in full to all Trust Beneficiaries as Benefits in such manner and as specified in this Agreement, unless a respective Employer Company is Insolvent (as that term is defined below) at the time that such Benefits become payable or (ii) otherwise disposed of pursuant to the terms of this Agreement; and

WHEREAS, an Employer Company shall be considered "**Insolvent**" for purposes of this Agreement at such time as the Employer Company (i) is subject to a pending proceeding as a debtor under the United States Bankruptcy Code, as amended from time to time, or (ii) is unable to pay its debts as they become due,

NOW, THEREFORE, the parties establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

I. TRUST FUND

1.1 This Trust shall be revocable; provided, however, it shall become irrevocable upon a Change in Control of the Company, as defined in Section 1.3.

1.2 Subject to the claims of general creditors to the extent set forth in Article III, the Company shall from time to time deposit with the Trustee, in trust, cash or other property acceptable to the Trustee, including a letter of credit, which shall become the principal of this Trust, to be held, administered and disposed of by the Trustee as provided in this Agreement. Neither the Trustee nor any Participant or Trust Beneficiary shall have any right to compel such additional deposits.

1.3 Upon a Change in Control of the Company, the Company shall make a contribution to the Trust in the amount required according to the terms of each Plan, or if such Plan does not require a contribution to the Trust upon a Change in Control, then as soon as administratively practicable following the occurrence of a Change in Control, the Company shall contribute to the Trust an amount equal to the aggregate account balance, determined as of the date of the Change in Control, of all persons participating in such Plan. For purposes of this Agreement, Change in Control shall have the meaning provided in Section 1.7 of the Newell Rubbermaid Inc. 2002 Deferred Compensation Plan, as amended and restated effective January 1, 2004, and as further amended from time to time. The Company shall immediately notify the Trustee in writing of any Change in Control. The Trustee may conclusively rely upon such notice and shall have no duty to determine whether a Change in Control has occurred.

1.4 The principal of the Trust and any earnings thereon shall be held in trust separate and apart from other funds of the Company and shall be used exclusively for the uses and purposes set forth in this Agreement. No Trust Beneficiary shall have any preferred claim on, or any beneficial ownership interest in, any assets of the Trust prior to the time that such assets are paid to a Trust Beneficiary as Benefits as provided herein. Any rights created under this Agreement shall be mere unsecured contractual rights of Trust Beneficiaries with respect to the respective Employer Company. The obligation of the Employer Companies to pay Benefits pursuant to this Agreement constitutes merely an unfunded and unsecured promise to pay such Benefits.

1.5 The Company may at any time and from time to time make additional deposits of cash or other property in the Trust to augment the principal to be held, administered and disposed of by the Trustee as herein provided, but no payment of all or any portion of the principal of the Trust or earnings thereon shall be made to the Company or other person or entity on behalf of the Company except as herein expressly provided. The Trustee shall have no duty to calculate or enforce any funding obligations of the Company under this Trust Agreement, and the duties of the Trustee shall be governed solely by the terms of the Trust without reference to the terms of the Plan.

1.6 The Trust is intended to be a grantor trust, within the meaning of section 671 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any successor provision, and shall be construed accordingly. The purpose of the Trust is to assure that the obligations to the Participants pursuant to each Plan are fulfilled. The Trust is neither intended nor designed to qualify under section 401(a) of the Code or to be subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**").

1.7 At the written direction of the Company, the Trustee shall establish separate subtrusts for separate Plans or groups of Participants covered by the Trust. The Company shall be responsible for establishing and maintaining accounts covering each Participant's Benefits within such subtrust. At the discretion of the Company, such subtrusts may reflect a segregation of particular assets or may reflect an undivided interest in the assets of the Trust, not requiring any segregation of assets. Whenever the separate subtrusts are established, the then-existing assets of the Trust or affected portion thereof, or the undivided interests in the assets of the Trusts, shall be allocated among the subtrusts as directed by the Company. With respect to any new contributions to the Trust by the Company after separate subtrusts have been established, the Company shall designate the subtrust for which such contributions are allocated. After separate subtrusts are established, assets allocated to one subtrust may not be utilized to provide benefits under any other subtrust until all benefits payable under such subtrust have been paid in full. All payments from the Trust, including without limitation payments to general creditors in the event an Employer Company becomes Insolvent and amounts paid to the Company in accordance with Section 4.2, and all income, appreciation or depreciation and expenses, shall be charged against the subtrusts and Participant accounts as directed by the Company. The Company shall allocate income, appreciation or depreciation and expenses to, and charge the payment of Benefits against, the applicable Participant's account. Notwithstanding the distribution limitation in Section 4.2, once (i) all the Benefits payable from a subtrust have been paid (as certified to in writing by the Company, upon which certification the Trustee may conclusively rely), the Company may direct that the assets of such subtrust be reallocated among the other subtrusts of the Trust or be returned to the Company or (ii) all the Benefits payable from a Participant's account have been paid (as certified to in writing by the Company, upon which certification the Trustee may conclusively rely), the Company may direct that the assets of such account be reallocated among other Participant accounts or be returned to the Company.

1.8 Notwithstanding Sections 1.2, 1.3 or 1.7, no contribution or allocation shall be required or made if such contribution (or allocation to a sub-trust) would violate the provisions of Internal Revenue Code Section 409A ("**Section 409A**") and any applicable authorities promulgated thereunder; provided, however, that any contribution that is not made as may otherwise be required by Sections 1.2 and 1.3 shall be made once such contribution would no longer violate Section 409A. The Company shall be solely responsible for any determinations required under this Section 1.8.

II. PAYMENTS TO TRUST BENEFICIARIES

2.1 Provided that the respective Employer Company is not Insolvent, the Trustee shall from time to time, upon the direction of the Company make payments of Benefits to each Trust Beneficiary from the assets of the Trust in accordance with the direction received from the Company.

2.2 The Trustee shall continue to pay Benefits to the Trust Beneficiaries in accordance with Section 2.1 until the assets of the Trust are depleted. The Trustee shall have no duty to determine whether any current payment by the Trustee under the terms of this Agreement would deplete the assets of the Trust below the amount necessary to provide adequately for Benefits to be payable in the future, and the Trustee shall make the current payment when due. If, after application of the preceding sentence, amounts in the Trust are not sufficient to provide for full payment of the Benefits to which any Trust Beneficiary is entitled as provided in this Agreement, the Company (or the Employer Company at the direction of the Company) shall make the balance of each such payment directly to the Trust Beneficiary as it becomes due.

2.3 The Employer Company or an Affiliate may make payments of Benefits directly to each or any Trust Beneficiary. The Employer Company shall notify the Trustee in writing of its decision to pay Benefits directly at least 10 days prior to the time amounts are due to be paid to a Trust Beneficiary and may be reimbursed from the Trust upon submission of the Company's certification to the Trustee that the payments were properly made (upon which certification the Trustee may conclusively rely).

2.4 Nothing in this Agreement shall in any way diminish any rights of any Trust Beneficiary to pursue such Trust Beneficiary's rights as a general creditor of the respective Employer Company with respect to Benefits or otherwise, and the rights of each Trust Beneficiary under the respective Plan shall in no way be affected or diminished by any provision of this Agreement or action taken pursuant to this Agreement, except that any payment actually received by any Trust Beneficiary shall reduce dollar-per-dollar amounts otherwise due to such Trust Beneficiary pursuant to such Plan. The Company shall be solely responsible for determining any amounts due to Trust Beneficiaries under the applicable Plan, and the Trustee may conclusively rely on any such determinations made by the Company.

2.5 The Company shall have the sole responsibility for all tax withholding filings and reports. The Trustee shall withhold such amounts from distributions as the Company directs and shall follow the instructions of the Company with respect to remission of such withheld amounts to the appropriate governmental authorities.

III. THE TRUSTEE'S RESPONSIBILITY REGARDING PAYMENTS TO A TRUST BENEFICIARY WHEN AN EMPLOYER COMPANY IS INSOLVENT

3.1 At all times during the continuance of this Trust, the principal and income of the Trust shall be subject to claims of the general creditors of the respective Employer Companies to the extent set forth in Sections 3.1 and 3.2. The Board of Directors, CEO or highest ranking officer of an Employer Company shall have the duty to inform the Trustee in writing of that Employer Company's Insolvency. If a person claiming to be a creditor of an Employer Company alleges in writing to the Trustee that the Employer Company has become Insolvent, the Trustee shall determine whether that Employer Company is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to all Trust Beneficiaries, provided, however, that the Company may direct the Trustee to continue making payments to one or more Trust Beneficiaries. Unless the Trustee has actual knowledge of an Employer Company's Insolvency, or has received notice from an Employer Company or a person claiming to be a creditor alleging that an Employer Company is Insolvent, the Trustee shall have no duty to inquire whether the Employer Company is Insolvent. The Trustee may in all events rely on such evidence concerning the Employer Company's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Employer Company's solvency.

3.2 If at any time the Trustee has been notified or has determined that an Employer Company is Insolvent, the Trustee shall discontinue payments to Trust Beneficiaries pursuant to Section 3.1 and shall hold all the assets of the Trust for the benefit of the Employer Company's general creditors, provided, however, in the event the Company determines that only a portion of the Trust assets are subject to claims of the Employer Company's creditors, the Company shall direct the Trustee to transfer such assets to a separate account to be held for the benefit of the Employer Company's general creditors. The Trustee shall pay Trust assets to the extent necessary to satisfy the claims of the creditors of the Employer Company as a court of competent jurisdiction may direct. If the Trustee has discontinued or refrained from making payments to any Trust Beneficiary pursuant to Section 3.1, the Trustee shall pay or resume payments to such Trust Beneficiary in accordance with this Agreement if the Trustee has determined that the Employer Company is not Insolvent (or is no longer Insolvent) or pursuant to the order of a court of competent jurisdiction.

Any direction from the Company to continue payments or segregate assets pursuant to Sections 3.1 and 3.2 shall constitute a representation and warranty from the Company that it has determined, on advice of counsel, that such direction will not cause the Trust to fail to satisfy the provisions of Sections 12.1(a), (b) or (c) hereof.

3.3 If the Trustee is precluded from paying Benefits from the Trust assets pursuant to Section 3.1 and such prohibition is subsequently removed, the Trustee shall, to the extent not inconsistent with an order from a court of competent jurisdiction, pay the aggregate amount of all Benefits that would have been paid to the Trust Beneficiaries in accordance with this Agreement during the period of such prohibition, less the aggregate amount of Benefits otherwise paid to any Trust Beneficiary by the Company or an Affiliate during any such period, together with interest on the delayed amount determined at a rate equal to the rate actually earned (including, without limitation, market appreciation or depreciation, plus receipt of interest and dividends) during such period with respect to the assets of the Trust corresponding to such net amount delayed. The Company shall instruct the Trustee as to such amounts to be paid (if any).

3.4 In no event shall "actual knowledge" be deemed to include knowledge of the Company's credit status held by banking officers or banking employees of the Trustee which has not been communicated to the trust department employees of the Trustee. The Trustee may appoint an independent accounting, consulting or law firm to make any determination of solvency required by the Trustee under this Article III. In such event, the Trustee may conclusively rely upon the determination by such firm and shall be responsible only for the prudent selection of such firm.

IV. PAYMENTS TO COMPANY

4.1 After the occurrence of a Change in Control (as defined in Section 1.3), except to the extent expressly contemplated by Sections 2.3, 1.7 and this Article IV, the Company shall have no right or power to direct the Trustee to return any of the Trust assets to the Company before all payments of Benefits have been made to all Trust Beneficiaries as provided in this Agreement; provided, however, as set forth in Section 1.7, the Company may direct repayment of any amount allocated to an account with respect to any Participant whose Benefit has been paid in full or to any Participant who is no longer entitled to a Benefit under any Plan. The Trustee shall be entitled to rely conclusively upon the Company's written certification that all such payments have been made or that the Participant is no longer entitled to a Benefit.

4.2 Prior to a Change in Control of the Company (as defined in Section 1.3), the Company may request the return of all or a portion of any amounts contributed to the Trust. From time to time after a Change in Control (as defined in Section 1.3), the Company may determine for purposes of this Section 4.2 the aggregate value of all account balances (vested and non-vested) of the Trust Beneficiaries under the Plans ("**Fully Funded Amount**") and the fair market value of the Trust assets. The Company shall pay the fees of any appraiser engaged to value any property held in the Trust. Thereafter, upon the direction of the Company, the Trustee shall pay to the Company the excess, if any, of the fair market value of the Trust assets over 110% of the Fully Funded Amount; provided, however, that if such payment would leave the Trustee with insufficient liquid assets to pay all premiums due and to become due on any life insurance policies held in the Trust, Trustee fees and expenses then due and owing (and for a period of twenty-four months thereafter), or any other amounts due and payable under the Trust, the Trustee may (but shall not be required to) retain sufficient liquid assets to pay such amounts. The Company shall be solely responsible for any appraisals performed hereunder, and the Trustee may conclusively rely on any direction to return excess funds to the Company.

4.3 The Company shall have the right at any time, and from time to time in its sole discretion, to substitute assets of equal fair market value for any assets held by the Trust. This right is exercisable by the Company in a nonfiduciary capacity without the approval or consent of any person in a fiduciary capacity. The Trustee shall have no responsibility for determining whether such right has been properly exercised or for any investment losses that may result from its exercise.

V. INVESTMENT OF TRUST FUND

5.1 Except as provided in Section 5.2, the Company shall have sole investment discretion and responsibility for the assets of the Trust, and the Trustee shall invest and reinvest, and act with respect to, the assets of the Trust only as directed by the Company in writing from time to time and shall have no investment review responsibility therefor, and the Trustee shall not consider the propriety of holding or selling, or vote such assets other than as directed by Company; provided, however, that if the Trustee shall not have received contrary instructions from the Company, the Trustee shall invest for short term purposes any cash in its custody in bonds, notes and other evidences of indebtedness having a maturity date not beyond five years from the date of purchase, United States Treasury bills, commercial paper, bankers' acceptances and certificates of deposit, and undivided interests or participations therein, and participations in regulated investment companies for which the Trustee or its affiliate is the adviser.

5.2 Subject to such written investment guidelines issued by the Company, the Trustee shall have investment discretion and responsibility for those assets of the Trust for which it accepts such responsibility in writing to the Company; provided, however, that the Trustee shall not have investment discretion for any Company insurance policies or contracts, investment discretion and responsibility for which shall be retained by the Company as provided in Section 5.1.

5.3 The Trustee shall have the power to invest the assets of the Trust, in accordance with the provisions of Sections 5.1 and 5.2. The Trustee shall not be liable for any failure to maximize income on such portion of the Trust assets as may be from time to time be invested or reinvested as set forth above, nor for any loss of principal or income due to the liquidation of any investment that the Company directs as necessary to make payments or to reimburse expenses under the terms of this Agreement.

5.4 The Trustee shall have all rights conferred upon trustees under Illinois law with respect to the investment of the trust assets.

VI. INCOME OF THE TRUST

6.1 During the continuance of this Trust, all net income of the Trust shall be retained in the Trust.

VII. ACCOUNTING BY THE TRUSTEE

7.1 The Trustee shall maintain such books, records and accounts as may be necessary for the proper administration of the Trust assets, including such specific records as shall be agreed upon in writing by the Company and the Trustee. Within 60 days following the close of each calendar year that includes or commences after the date of this Trust until the termination of this Trust or the removal or resignation of the Trustee (and within 60 days after the date of such termination, removal or resignation), the Trustee shall render to the Company an

accounting with respect to the Trust assets as of the end of the then most recent calendar year (and as of the date of such termination, removal or resignation, as the case may be). The Trustee shall furnish to the Company on a quarterly basis (or on such other periodic basis as the Company and the Trustee shall agree to in writing from time to time) and in a timely manner such information regarding the Trust as the Company shall require for purposes of preparing its statements of financial condition. Upon the written request of the Company, the Trustee shall deliver to the Company a written report setting forth the amount held in the Trust and a record of the deposits made to the Trust by the Company. In the absence of the filing in writing with the Trustee by the Company of exceptions or objections to any account required under this Section 7.1 within 90 days, the Company shall be deemed to have approved such account; in such case, or upon the written approval by the Company of any such account, the Trustee shall be released, relieved and discharged with respect to all matters and things set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction. The Trustee may conclusively rely on determinations of the Company of valuations for assets of the Trust for which there is no readily available sources from which the fair market value may be obtained and on determinations of the issuing insurance company of valuations for insurance contracts/policies.

VIII. RESPONSIBILITY AND INDEMNIFICATION OF THE TRUSTEE

8.1 The duties and responsibilities of the Trustee shall be governed solely by and limited to those expressly set forth in this Agreement without reference to the terms of any Plan, and no implied covenants or obligations shall be read into this Agreement against the Trustee.

8.2 If all or any part of the Trust assets are at any time attached, garnished, or levied upon by any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by a court affecting such property or any part of such property, then and in any of such events the Trustee shall be authorized to rely upon and comply with any such order, judgment or decree, and it shall not be liable to the Company or any Trust Beneficiary by reason of such compliance even though such order, judgment or decree subsequently may be reversed, modified, annulled, set aside or vacated.

8.3 The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; provided, however, that the Trustee shall incur no liability to anyone for any action taken or not taken pursuant to the terms of this Agreement, except to the extent such liability arises directly from the Trustee's negligence or willful misconduct in the performance of responsibilities specifically allocated to it under the Agreement (including the failure to carry out in accordance with its terms any direction provided by the Company in accordance with the terms of the Agreement). Each of the Company and the Trustee shall discharge its responsibilities in accordance with the terms of this Agreement.

8.4 The Trustee may select and consult with legal counsel (who shall not be counsel for the Company) with respect to any of its duties or obligations hereunder.

8.5 The Trustee shall be reimbursed by the Company for its reasonable expenses incurred in connection with the performance of its duties (including, but not limited to, the fees and expenses of counsel, accountants and others incurred pursuant to Sections 3.1, 8.4 or 8.11 for which the Company has received prior written notice from the Trustee, provided that such notice shall only be provided with respect to fees and expenses of an individual professional retained in accordance with the aforementioned sections and for which the Trustee reasonably expects such fees and expenses to exceed \$5,000) and shall be paid fees as agreed to in writing by the Company on the one hand and the Trustee on the other hand, from time to time for the performance of its duties hereunder.

8.6 The Company (which has the authority to do so under the laws of its state of incorporation), agrees to indemnify and defend and hold harmless the Trustee from and against any and all liabilities, suits, damages, losses, claims or expenses incurred of whatsoever kind and nature (including, but not limited to, expenses of investigation and fees and disbursements of legal counsel to the Trustee, and further including any taxes imposed on the Trust assets or income of the Trust) which may be imposed upon, asserted against or incurred by The Northern Trust Company at any time: (1) by reason of its carrying out its responsibilities or providing services under this Agreement, or its status as the Trustee, or by reason of any act or failure to act under this Agreement, except to the extent that any such liability, loss, claim, suit or expense arises directly from the Trustee's negligence or willful misconduct in the performance of responsibilities specifically allocated to it under the Agreement, or (2) by reason of the Trust's failure to qualify as a grantor trust under the IRS grantor trust rules or a Plan's failure to qualify as an excess benefit or top-hat plan exempt from all or Parts 2, 3, and 4 of Title 1 of ERISA. The Trustee shall not be required to undertake or to defend any litigation or arbitration arising in connection with this Agreement unless: (i) the Trustee consents to such undertaking (which consent shall not be unreasonably withheld); and (ii) it be first indemnified by the Company against its prospective costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses), and the Company agrees to indemnify the Trustee and be primarily liable for such costs, expenses and liabilities to the extent the Trustee provides notice of such fees and expenses where practicable. Any amount payable to the Trustee under Section 8.5 or this Section 8.6 shall be paid from the assets of the Trust. In the event the assets of the Trust are insufficient to cover such amounts, the Trustee shall be paid by the Company promptly upon demand by the Trustee, and within 30 days of such demand (unless the Company objects in writing to the payment of all or a portion of the amount demanded). In the event that payment is made to the Trustee from the Trust assets, the Trustee shall promptly notify the Company in writing of the amount of such payment. The Company agrees that, upon receipt of such notice, it will deliver to the Trustee to be held in the Trust an amount in cash equal to any payments made from the Trust assets to the Trustee pursuant to Section 8.5 or this Section 8.6. The failure of the Company to transfer any such amount shall not in any way impair the Trustee's right to indemnification, reimbursement and payment pursuant to Section 8.5 or this Section 8.6. This paragraph shall survive the termination of this Agreement.

8.7 At the direction of the Company, the Trustee may vote any stock or other securities and exercise any right appurtenant to any stock, other securities or other property it holds, either in person or by general or limited proxy, power of attorney or other instrument.

8.8 The Trustee may hold securities in bearer form and may register securities and other property held in the Trust fund in its own name or in the name of a nominee, combine certificates representing securities with certificates of the same issue held by the Trustee in other fiduciary capacities, and deposit, or arrange for deposit of, property with any depository; provided that the books and records of the Trustee shall at all times show that all such securities are part of the assets of the Trust.

8.9 All rights associated with assets of the Trust shall be exercised by the Trustee or the person designated by the Trustee, and shall in no event be exercisable by or rest with the Participants.

8.10 The Trustee may exercise all rights appurtenant to any letter of credit made payable to the Trustee of the Trust for the benefit of the Trust in accordance with the terms of such letter of credit.

8.11 The Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals, who may be agents, accountants, actuaries, investment advisors, financial consultants, or otherwise act in a professional capacity, as the case may be, for the Company or with respect to a Plan, to assist the Trustee in performing any of its duties. All expenses in connection with this Section shall be allowed as authorized expenses of the Trust, and if the Trust assets are not sufficient to cover such expenses, shall be payable by the Company.

8.12 (a) As directed by the Company, the Trustee shall take all actions in order to collect any life insurance, annuity, or other benefits or payments of which the Trust is the designated beneficiary. The Company shall pay directly all premiums and other charges due thereon in a timely manner, or direct the Trustee to pay all such premiums and charges that are not so paid by the Company. To the extent the Trust contains cash or its equivalent readily available for such purpose or policy loans and/or dividends are available, the Trustee shall pay premiums due with such cash or its equivalent or policy loans and/or dividends, as directed by the Company. If the Trust does not have sufficient cash or its equivalent readily available and policy loans and dividends are not available, then the Company shall direct the Trustee to liquidate other assets held in the Trust to generate the necessary cash.

(b) The Trust shall be named sole owner and beneficiary of each life insurance policy held in the Trust and shall have full authority and power to exercise all rights of ownership relating to the policy, except the Trustee shall have no power, other than in accordance with Articles IV and XI hereof, to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor trustee, to lend to any person the proceeds of any borrowing against such policy or to surrender any policy or allow any policy to lapse at any time when there are other assets in the Trust that can be disposed of or otherwise used to generate any cash necessary to maintain the policy.

(c) The Trustee shall have the power, at the direction of the Company (upon which direction the Trustee may conclusively rely), to exchange that portion, if any, of the life insurance coverage on any Participant that is in excess of the amount of such coverage necessary to provide sufficient proceeds to pay the corresponding amount of Benefits, for additional life insurance coverage on other Participants. At the direction of the Company, the Trustee shall also have the power to acquire additional life insurance coverage on Participants through application for new life insurance.

IX. AMENDMENTS, ETC., TO PLAN

9.1 Any amendment, restatement, successor or other change in a Plan or the addition of a new Plan that would materially increase the responsibilities or liabilities of the Trustee or materially change its rights and duties shall also require the written consent of the Trustee.

X. REPLACEMENT OF THE TRUSTEE

10.1 The Trustee may resign and be discharged from its duties after providing not less than 90 days' notice in writing to the Company. The Trustee may be removed at any time upon notice in writing by the Company. A replacement or successor trustee shall be appointed by the Company. No such removal or resignation shall become effective until the effectiveness of the acceptance of the Trust by a successor trustee designated in accordance with this Article X. If no successor trustee is appointed within a reasonable period of time, the Trustee shall petition a court of competent jurisdiction to appoint a successor trustee or for instructions. Upon the acceptance of the Trust by a successor trustee, the Trustee shall release all of the moneys and other property (net of a reserve for such amount as may be necessary for the payment of the Trustee's fees and expenses incurred prior to the successor trustee's acceptance) in the Trust to its successor, who after such time shall for all purposes of this Agreement be considered to be the "Trustee." In the event of its removal or resignation, the Trustee shall duly file with the Company a written statement or statements of accounts and proceedings as provided in Section 7.1 for the period since the last previous accounting of the Trust.

XI. AMENDMENT OR TERMINATION OF TRUST AGREEMENT

11.1 This Agreement may be amended at any time and to any extent by a written instrument executed by the Trustee and the Company; provided, however, that no amendment shall have the effect of (a) making the Trust revocable after it has become irrevocable under Section 1.1 or (b) altering Section 8.12(b) or 11.2 hereof. Following the occurrence of a Change in Control, as defined in Section 1.3, the Trust may only be amended if the amendment is approved in writing by a group of Participants who constitute one-half of all Participants whose Benefits payable under the Trust also represent at least 50% of all Benefits payable to all Participants under the Trust, as of the effective date of such amendment, as certified to in writing by the Company (upon which certification the Trustee may conclusively rely).

11.2 The Trust shall terminate at such time as the Trust no longer contains any assets.

XII. SPECIAL DISTRIBUTIONS

12.1 It is intended that (a) the creation of, transfer of assets to, and irrevocability of, the Trust will not cause any Plan to be other than "unfunded" for purposes of Title I of ERISA, (b) transfers of assets to the Trust will not be transfers of property for purposes of Section 83 of the Code, or any successor provision thereto, nor will such transfers or irrevocability cause a currently taxable benefit to be realized by a Trust Beneficiary pursuant to the "economic benefit" doctrine and (c) pursuant to Section 451 of the Code and Section 409A of the Code, or any successor provision thereto, amounts will be includable as compensation in the gross income of a Trust Beneficiary in the taxable year or years in which such amounts are actually distributed or made available to such Trust Beneficiary by the Trustee.

12.2 Notwithstanding anything to the contrary contained in the Plan, if the Company obtains an opinion of tax counsel selected by the Company to the effect that based upon any of the following occurring after the date of this Agreement (a) a change in the federal tax or revenue laws, (b) a decision in a controlling case, (c) a published ruling or similar announcement issued by the Internal Revenue Service, (d) a regulation issued by the Secretary of the Treasury, (e) a decision by a court of competent jurisdiction involving a Trust Beneficiary, or (f) a closing agreement made under Section 7121 of the Code, or any successor provision thereto, that is approved by the Internal Revenue Service and involves a Trust Beneficiary, it is more likely than not that an amount is includible in the gross income of a Trust Beneficiary in a taxable year that is prior to the taxable year or years in which such amount would, but for this Section 12.2, otherwise actually be distributed or made available to such Trust Beneficiary by the Trustee, then, to the extent the Company determines in its sole discretion for purposes of this Trust Agreement that it is permitted under Section 409A of the Code and any regulations or other guidance issued thereunder, the Company shall direct the Trustee to distribute to each affected Trust Beneficiary an amount equal to the amount determined to be includible in gross income in such prior taxable year. The Company shall seek such an opinion of tax counsel if and only if requested to do so by the written consent of the Participants. The Trustee shall have no responsibility for ensuring that any such opinion has been obtained or any such distribution is permitted and shall follow the directions of the Company with respect to such distributions as if such direction was provided pursuant to Article II.

12.3 Notwithstanding anything to the contrary contained in any Plan, if a Trust Beneficiary provides evidence satisfactory to the Company demonstrating that, as a result of an assertion by the Internal Revenue Service, a final nonappealable binding determination has been made with respect to a taxable year of such Trust Beneficiary that an amount is includible in the gross income of such Trust Beneficiary in a taxable year that is prior to the taxable year in which such amount would, but for this Section 12.3, otherwise actually be distributed or made available to such Trust Beneficiary by the Trustee, then, to the extent the Company determines in its sole discretion for purposes of this Trust Agreement that it is permitted under Section 409A of the Code and any regulations or other guidance issued thereunder, the Company may direct the Trustee to distribute to such Trust Beneficiary an amount equal to such amount determined by the Internal Revenue Service to be includible in gross income in such prior taxable year. The Trustee shall have no responsibility for ensuring that any such opinion has been obtained or any such distribution is permitted and shall follow the directions of the Company with respect to such distributions as if such direction was provided pursuant to Article II.

XIII. GENERAL PROVISIONS

13.1 The Company shall, at any time and from time to time, upon the reasonable request of the Trustee, provide information, execute and deliver such further instruments and do such further acts as may be necessary or proper to effectuate the purposes of this Trust. Any action required to be taken by the Company shall be by (i) resolution of its board of directors or (ii) by the written direction of one or more of its president, any vice president or treasurer or assistant treasurer, or (iii) by such other person or persons as shall be authorized by one or more of its president, any vice president or treasurer or assistant treasurer or by resolution of its board of directors, which resolution shall be filed with the Trustee. The Trustee may take or omit to take any action in accordance with written direction purporting to be signed by such an officer of the Company or other authorized person, or in reliance upon a certified copy of a resolution of the board of directors which the Trustee believes to be genuine. The Trustee shall have no responsibility for any action taken by the Trustee in accordance with any such resolution or direction.

13.2 Each Exhibit referred to in this Agreement shall become a part of this Agreement and is expressly incorporated by reference upon delivery to and receipt by the Trustee.

13.3 This Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes any and all prior agreements, arrangements and understandings between the parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives.

13.4 This Agreement shall be governed by and construed in accordance with the laws of Illinois, without giving effect to the principles of conflict of laws thereof.

13.5 If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

13.6 (a) The preamble to this Agreement shall be considered a part of the agreement of the parties as if set forth in a section of this Agreement.

(b) The headings and table of contents contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

13.7 The right of any Trust Beneficiary to any benefit or to any payment may not be anticipated, assigned (either at law or in equity), alienated or subject to attachment, garnishment, levy, execution or other legal or equitable process except as required by law. Any attempt by any Trust Beneficiary to anticipate, alienate, assign, sell, transfer, pledge, encumber or charge the same shall be void. The Trust assets shall not in any manner be subject to the debts, contracts, liabilities, engagements or torts of any Trust Beneficiary.

13.8 Any dispute between the Participants and the Company or the Trustee as to the interpretation or application of the provisions of this Agreement and amounts payable may, at the election of any party to such dispute (or, if more than one Participant is such a party, at the election of two-thirds of such Participants), be determined by binding arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures then in effect; provided, however, this Section 13.8 shall not be construed to limit the Company's right to interpret each Plan in accordance with its terms. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. The fees and expenses (including reasonable attorney's fees and expert fees) incurred in the arbitration shall be paid as directed by the arbitrator. However, all of the Trustee's fees and expenses incurred in any arbitration or enforcement proceeding to resolve a dispute between the Company and a Trust Beneficiary shall be allowed as an administrative expense of the Trust.

13.9 The Trustee shall have no liability for any losses arising out of delays in performing the services it renders under this Agreement when such losses result from events beyond its control, including without limitation, interruption of the business of the Trustee due to acts of God, acts of governmental authority, acts of war, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work slippages due to slow-downs), any action of any courier or utility, mechanical or other malfunction, and electronic interruption.

XIV. NOTICES

For all purposes of this Agreement, any communication, including without limitation, any notice, consent, report, demand or waiver required or permitted to be given shall be in writing and shall be effective upon receipt of such notice and may be delivered (i) personally, (ii) by facsimile, or (iii) by mail and addressed as follows:

If to the Company, to:

Newell Rubbermaid Inc.
c/o Michael R. Peterson
3 Glenlake Parkway
Atlanta, GA 30328
Telephone: (770) 418-7737
Fax: (770) 677-8737
michael.peterson@newellco.com

If to the Trustee, to:

The Northern Trust Company
c/o Brian Voirol
50 South La Salle Street, MB28
Chicago, IL 60603
Telephone: (312) 557-3213
Fax: (312) 630-6062
bv4@ntrs.com

provided, however, that if any party or such party's successors shall have designated a different address by notice to the other parties, then to the last address so designated.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Agreement to be executed on its behalf as of the date first above written.

NEWELL RUBBERMAID INC.

Signature/s/ James M. Sweet

Name: James M. Sweet

Title: Executive Vice President, Human Resources and Corporate Communications

Date: June 1, 2013

The undersigned, John K. Stipancich, does hereby certify that he/she is the duly elected, qualified and acting Secretary of **Newell Rubbermaid Inc.** (the "Company") and further certifies that the person whose signature appears above is a duly elected, qualified and acting officer of the Company with full power and authority to execute this Trust Agreement on behalf of the Company and to take such other actions and execute such other documents as may be necessary to effectuate this Agreement.

/s/ John K. Stipancich
Secretary

THE NORTHERN TRUST COMPANY

Signature: /s/ Brian Voirol

Name: Brian Voirol

Title: Vice President

Date: June 5, 2013

EXHIBIT A

PLANS

Newell Co. Deferred Compensation Plan (1980)

Rubbermaid Incorporated Deferred Compensation Plan (1985/1987)

Rubbermaid Incorporated Deferred Compensation Plan (1990/1992)

Newell Rubbermaid Inc. 2002 Deferred Compensation Plan

Newell Rubbermaid Inc. 2008 Deferred Compensation Plan

NEWELL RUBBERMAID INC.

**EMPLOYMENT SECURITY AGREEMENTS
TRUST AGREEMENT**

**Effective as of
June 1, 2013**

TABLE OF CONTENTS

	<u>Page</u>
I. TRUST FUND	1
II. PAYMENTS TO TRUST BENEFICIARIES	3
III. THE TRUSTEE'S RESPONSIBILITY REGARDING PAYMENTS TO A TRUST BENEFICIARY WHEN AN EMPLOYER COMPANY IS INSOLVENT	3
IV. PAYMENTS TO COMPANY	4
V. INVESTMENT OF TRUST FUND	5
VI. INCOME OF THE TRUST	6
VII. ACCOUNTING BY THE TRUSTEE	6
VIII. RESPONSIBILITY AND INDEMNIFICATION OF THE TRUSTEE	6
IX. AMENDMENTS, ETC., TO AGREEMENTS	8
X. REPLACEMENT OF THE TRUSTEE	9
XI. AMENDMENT OR TERMINATION OF THE TRUST AGREEMENT	9
XII. SPECIAL DISTRIBUTIONS	9
XIII. GENERAL PROVISIONS	10
XIV. CHANGE IN CONTROL	11
XV. NOTICES	12

NEWELL RUBBERMAID INC.

**EMPLOYMENT SECURITY AGREEMENTS
TRUST AGREEMENT**

This Trust Agreement (the "**Trust Agreement**") made effective as of the 1st day of June, 2013, by and between Newell Rubbermaid Inc., a Delaware corporation (the "**Company**"), and The Northern Trust Company, an Illinois corporation (the "**Trustee**").

WHEREAS, the Company, or an affiliate of the Company ("**Affiliate**"), has entered into certain agreements known as Employment Security Agreements or ESAs (referred to herein as an "**Agreement**" or the "**Agreements**") pursuant to which the Company has agreed to provide the employees covered by such Agreements (the "**Participants**") with certain severance benefits (hereinafter the entity for which a Participant provided services, including the Company, shall be referred to as the "**Employer Company**") under certain circumstances in connection with a Change in Control of the Company;

WHEREAS, pursuant to the terms of the Agreements, not later than five days following a Change in Control, the Company shall establish an irrevocable grantor trust and make a contribution thereto in an amount equal to the cash payments that would be made under the Agreements;

WHEREAS, the Company may incur liability under the terms of such Agreements with respect to the cash severance payable thereunder (the amounts so payable are collectively referred to as the "**Benefits**") to the Participants of such Agreements, and/or their respective beneficiaries (the Participants and their respective beneficiaries are collectively referred to as the "**Trust Beneficiaries**");

WHEREAS, pursuant to this Trust Agreement the Company has established a trust (the "**Trust**") and has transferred or will transfer to the Trust assets which shall be held subject to the claims of the general creditors of each Employer Company to the extent set forth in Article III until (i) paid in full to all Trust Beneficiaries as Benefits in such manner and as specified in this Trust Agreement, unless a respective Employer Company is Insolvent (as that term is defined below) at the time that such Benefits become payable or (ii) otherwise disposed of pursuant to the terms of this Trust Agreement; and

WHEREAS, an Employer Company shall be considered "**Insolvent**" for purposes of this Trust Agreement at such time as the Employer Company (i) is subject to a pending proceeding as a debtor under the United States Bankruptcy Code, as amended from time to time, or (ii) is unable to pay its debts as they become due,

NOW, THEREFORE, the parties establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

I. TRUST FUND

1.1 This Trust shall be revocable; provided, however, it shall become irrevocable upon a Change in Control of the Company, as defined in Article XIV.

1.2 Subject to the claims of general creditors to the extent set forth in Article III, the Company shall from time to time deposit with the Trustee, in trust, cash or other property acceptable to the Trustee, including a letter of credit, which shall become the principal of this Trust, to be held, administered and disposed of by the Trustee as provided in this Trust Agreement. Neither the Trustee nor any Participant or Trust Beneficiary shall have any right to compel such additional deposits.

1.3 Upon a Change in Control of the Company, as defined in Article XIV, the Company shall contribute to the Trust the amount required by each Agreement, which contribution shall be made in accordance with the terms of such Agreement. If so required by any Agreement, the Company shall periodically make additional contributions to the Trust, at such times and in such amounts as is required by the Agreement. The Company shall immediately notify the Trustee in writing of any Change in Control. The Trustee may conclusively rely upon such notice and shall have no duty to determine whether a Change in Control has occurred.

1.4 The principal of the Trust and any earnings thereon shall be held in trust separate and apart from other funds of the Company and shall be used exclusively for the uses and purposes set forth in this Trust Agreement. No Trust Beneficiary shall have any preferred claim on, or any beneficial ownership interest in, any assets of the Trust prior to the time that such assets are paid to a Trust Beneficiary as Benefits as provided herein. Any rights created under this Trust Agreement shall be mere unsecured contractual rights of Trust Beneficiaries with respect to the respective Employer Company. The obligation of the Employer Companies to pay Benefits pursuant to this Trust Agreement constitutes merely an unfunded and unsecured promise to pay such Benefits.

1.5 The Company may at any time and from time to time make additional deposits of cash or other property in the Trust to augment the principal to be held, administered and disposed of by the Trustee as herein provided, but no payment of all or any portion of the principal of the Trust or earnings thereon shall be made to the Company or other person or entity on behalf of the Company except as herein expressly provided. The Trustee shall have no duty to calculate or enforce any funding obligations of the Company under this Trust Agreement, and the duties of the Trustee shall be governed solely by the terms of the Trust without reference to the terms of the Agreements.

1.6 The Trust is intended to be a grantor trust, within the meaning of section 671 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any successor provision, and shall be construed accordingly. The purpose of the Trust is to assure that the obligations to the Participants pursuant to each Agreement are fulfilled. The Trust is neither intended nor designed to qualify under section 401(a) of the Code or to be subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**").

1.7 Upon a Change in Control of the Company (as defined in Article XIV), the Company shall establish and maintain accounts covering each Participant's Benefits. All payments from the Trust, including without limitation payments to general creditors in the event an Employer Company becomes Insolvent and amounts paid to the Company in accordance with Section 4.2, and all income, appreciation or depreciation and expenses, shall be charged against the Trust as a single account under the Trust as directed by the Company. The Company shall allocate income, appreciation or depreciation and expenses to, and charge the payment of Benefits against, the applicable Participant's account. Notwithstanding the distribution limitation in Section 4.2, once all the Benefits payable from a Participant's account have been paid (as certified to in writing by the Company, upon which certification the Trustee may conclusively rely), the Company may direct that the assets of such account be reallocated among other Participant accounts or be returned to the Company.

1.8 Notwithstanding Sections 1.2, 1.3 or 1.7, no contribution or allocation shall be required or made if such contribution (or allocation to a sub-trust) would violate the provisions of Internal Revenue Code Section 409A ("**Section 409A**") and any applicable authorities promulgated thereunder; provided, however, that any contribution that is not made as may otherwise be required by Sections 1.2 and 1.3 shall be made once such contribution would no longer violate Section 409A. The Company shall be solely responsible for any determinations required under this Section 1.8.

II. PAYMENTS TO TRUST BENEFICIARIES

2.1 Provided that the respective Employer Company is not Insolvent, the Trustee shall from time to time, upon the direction of the Company make payments of Benefits to each Trust Beneficiary from the assets of the Trust in accordance with the direction received from the Company.

2.2 The Trustee shall continue to pay Benefits to the Trust Beneficiaries in accordance with Section 2.1 until the assets of the Trust are depleted. The Trustee shall have no duty to determine whether any current payment by the Trustee under the terms of this Trust Agreement would deplete the assets of the Trust below the amount necessary to provide adequately for Benefits to be payable in the future, and the Trustee shall make the current payment when due. If, after application of the preceding sentence, amounts in the Trust are not sufficient to provide for full payment of the Benefits to which any Trust Beneficiary is entitled as provided in this Trust Agreement, the Company (or the Employer Company at the direction of the Company) shall make the balance of each such payment directly to the Trust Beneficiary as it becomes due.

2.3 The Employer Company or an Affiliate may make payments of Benefits directly to each or any Trust Beneficiary. The Employer Company shall notify the Trustee in writing of its decision to pay Benefits directly at least 10 days prior to the time amounts are due to be paid to a Trust Beneficiary and may be reimbursed from the Trust upon submission of the Company's certification to the Trustee that the payments were properly made (upon which certification the Trustee may conclusively rely).

2.4 Nothing in this Trust Agreement shall in any way diminish any rights of any Trust Beneficiary to pursue such Trust Beneficiary's rights as a general creditor of the respective Employer Company with respect to Benefits or otherwise, and the rights of each Trust Beneficiary under the respective Agreement shall in no way be affected or diminished by any provision of this Trust Agreement or action taken pursuant to this Trust Agreement, except that any payment actually received by any Trust Beneficiary shall reduce dollar-per-dollar amounts otherwise due to such Trust Beneficiary pursuant to such Agreement. The Company shall be solely responsible for determining any amounts due to Trust Beneficiaries under their respective Agreements, and the Trustee may conclusively rely on any such determinations made by the Company.

2.5 The Company shall have the sole responsibility for all tax withholding filings and reports. The Trustee shall withhold such amounts from distributions as the Company directs and shall follow the instructions of the Company with respect to remission of such withheld amounts to the appropriate governmental authorities.

III. THE TRUSTEE'S RESPONSIBILITY REGARDING PAYMENTS TO A TRUST BENEFICIARY WHEN AN EMPLOYER COMPANY IS INSOLVENT

3.1 At all times during the continuance of this Trust, the principal and income of the Trust shall be subject to claims of the general creditors of the respective Employer Companies to the extent set forth in Sections 3.1 and 3.2. The Board of Directors, CEO or highest ranking officer of an Employer Company shall have the duty to inform the Trustee in writing of that Employer Company's Insolvency. If a person claiming to be a creditor of an Employer Company alleges in writing to the Trustee that the Employer Company has become Insolvent, the Trustee shall determine whether that Employer Company is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to all Trust Beneficiaries, provided, however, that the Company may direct the Trustee to continue making payments to one or more Trust Beneficiaries. Unless the Trustee has actual knowledge of an Employer Company's Insolvency, or has received notice from an Employer Company or a person claiming to be a creditor alleging that an Employer Company is Insolvent, the Trustee shall have no duty to inquire whether the Employer Company is Insolvent. The Trustee may in all events rely on such evidence concerning the Employer Company's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Employer Company's solvency.

3.2 If at any time the Trustee has been notified or has determined that an Employer Company is Insolvent, the Trustee shall discontinue payments to Trust Beneficiaries pursuant to Section 3.1 and shall hold all the assets of the Trust for the benefit of the Employer Company's general creditors, provided, however, in the event the Company determines that only a portion of the Trust assets are subject to claims of the Employer Company's creditors, the Company shall direct the Trustee to transfer such assets to a separate account to be held for the benefit of the Employer Company's general creditors. The Trustee shall pay Trust assets to the extent necessary to satisfy the claims of the creditors of the Employer Company as a court of competent jurisdiction may direct. If the Trustee has discontinued or refrained from making payments to any Trust Beneficiary pursuant to Section 3.1, the Trustee shall pay or resume payments to such Trust Beneficiary in accordance with this Trust Agreement if the Trustee has determined that the Employer Company is not Insolvent (or is no longer Insolvent) or pursuant to the order of a court of competent jurisdiction.

Any direction from the Company to continue payments or segregate assets pursuant to Sections 3.1 and 3.2 shall constitute a representation and warranty from the Company that it has determined, on advice of counsel, that such direction will not cause the Trust to fail to satisfy the provisions of Sections 12.1(a), (b) or (c) hereof.

3.3 If the Trustee is precluded from paying Benefits from the Trust assets pursuant to Section 3.1 and such prohibition is subsequently removed, the Trustee shall, to the extent not inconsistent with an order from a court of competent jurisdiction, pay the aggregate amount of all Benefits that would have been paid to the Trust Beneficiaries in accordance with this Trust Agreement during the period of such prohibition, less the aggregate amount of Benefits otherwise paid to any Trust Beneficiary by the Company or an Affiliate during any such period, together with interest on the delayed amount determined at a rate equal to the rate actually earned (including, without limitation, market appreciation or depreciation, plus receipt of interest and dividends) during such period with respect to the assets of the Trust corresponding to such net amount delayed. The Company shall instruct the Trustee as to such amounts to be paid (if any).

3.4 In no event shall "actual knowledge" be deemed to include knowledge of the Company's credit status held by banking officers or banking employees of the Trustee which has not been communicated to the trust department employees of the Trustee. The Trustee may appoint an independent accounting, consulting or law firm to make any determination of solvency required by the Trustee under this Article III. In such event, the Trustee may conclusively rely upon the determination by such firm and shall be responsible only for the prudent selection of such firm.

IV. PAYMENTS TO COMPANY

4.1 After the occurrence of a Change in Control (as defined in Article XIV), except to the extent expressly contemplated by Sections 2.3, 1.7 and this Article IV, the Company shall have no right or power to direct the Trustee to return any of the Trust assets to the Company before all payments of Benefits have been made to all Trust Beneficiaries as provided in this Trust Agreement; provided, however, as set forth in Section 1.7, the Company may direct repayment of any amount allocated to an account with respect to any Participant whose Benefit has been paid in full or to any Participant who is no longer entitled to a Benefit under any Agreement. The Trustee shall be entitled to rely conclusively upon the Company's written certification that all such payments have been made or that the Participant is no longer entitled to a Benefit.

4.2 Prior to a Change in Control of the Company (as defined in Article XIV), the Company may request the return of all or a portion of any amounts contributed to the Trust. From time to time after a Change in Control (as defined in Article XIV), the Company may determine for purposes of this Section 4.2 the maximum value of the Benefits that could become payable under the Agreements (the "**Fully Funded Amount**") with respect to the Trust Beneficiaries and the fair market value of the Trust assets. The Company shall pay the fees of any appraiser engaged to value any property held in the Trust. Thereafter, upon the direction of the Company, the Trustee shall pay to the Company the excess, if any, of the fair market value of the Trust assets over 110% of the Fully Funded Amount; provided, however, that if such payment would leave the Trustee with insufficient liquid assets to pay all premiums due and to become due on any life insurance policies held in the Trust, Trustee fees and expenses then due and owing (and for a period of twenty-four months thereafter), or any other amounts due and payable under the Trust, the Trustee may (but shall not be required to) retain sufficient liquid assets to pay such amounts. The Company shall be solely responsible for any appraisals performed hereunder, and the Trustee may conclusively rely on any direction to return excess funds to the Company.

4.3 The Company shall have the right at any time, and from time to time in its sole discretion, to substitute assets of equal fair market value for any assets held by the Trust. This right is exercisable by the Company in a nonfiduciary capacity without the approval or consent of any person in a fiduciary capacity. The Trustee shall have no responsibility for determining whether such right has been properly exercised or for any investment losses that may result from its exercise.

V. INVESTMENT OF TRUST FUND

5.1 Except as provided in Section 5.2, the Company shall have sole investment discretion and responsibility for the assets of the Trust, and the Trustee shall invest and reinvest, and act with respect to, the assets of the Trust only as directed by the Company in writing from time to time and shall have no investment review responsibility therefor, and the Trustee shall not consider the propriety of holding or selling, or vote such assets other than as directed by Company; provided, however, that if the Trustee shall not have received contrary instructions from the Company, the Trustee shall invest for short term purposes any cash in its custody in bonds, notes and other evidences of indebtedness having a maturity date not beyond five years from the date of purchase, United States Treasury bills, commercial paper, bankers' acceptances and certificates of deposit, and undivided interests or participations therein, and participations in regulated investment companies for which the Trustee or its affiliate is the adviser.

5.2 Subject to such written investment guidelines issued by the Company, the Trustee shall have investment discretion and responsibility for those assets of the Trust for which it accepts such responsibility in writing to the Company; provided, however, that the Trustee shall not have investment discretion for any Company insurance policies or contracts, investment discretion and responsibility for which shall be retained by the Company as provided in Section 5.1.

5.3 The Trustee shall have the power to invest the assets of the Trust, in accordance with the provisions of Sections 5.1 and 5.2. The Trustee shall not be liable for any failure to maximize income on such portion of the Trust assets as may be from time to time be invested or reinvested as set forth above, nor for any loss of principal or income due to the liquidation of any investment that the Company directs as necessary to make payments or to reimburse expenses under the terms of this Trust Agreement.

5.4 The Trustee shall have all rights conferred upon trustees under Illinois law with respect to the investment of the trust assets.

VI. INCOME OF THE TRUST

6.1 During the continuance of this Trust, all net income of the Trust shall be retained in the Trust.

VII. ACCOUNTING BY THE TRUSTEE

7.1 The Trustee shall maintain such books, records and accounts as may be necessary for the proper administration of the Trust assets, including such specific records as shall be agreed upon in writing by the Company and the Trustee. Within 60 days following the close of each calendar year that includes or commences after the date of this Trust until the termination of this Trust or the removal or resignation of the Trustee (and within 60 days after the date of such termination, removal or resignation), the Trustee shall render to the Company an accounting with respect to the Trust assets as of the end of the then most recent calendar year (and as of the date of such termination, removal or resignation, as the case may be). The Trustee shall furnish to the Company on a quarterly basis (or on such other periodic basis as the Company and the Trustee shall agree to in writing from time to time) and in a timely manner such information regarding the Trust as the Company shall require for purposes of preparing its statements of financial condition. Upon the written request of the Company, the Trustee

shall deliver to the Company a written report setting forth the amount held in the Trust and a record of the deposits made to the Trust by the Company. In the absence of the filing in writing with the Trustee by the Company of exceptions or objections to any account required under this Section 7.1 within 90 days, the Company shall be deemed to have approved such account; in such case, or upon the written approval by the Company of any such account, the Trustee shall be released, relieved and discharged with respect to all matters and things set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction. The Trustee may conclusively rely on determinations of the Company of valuations for assets of the Trust for which there is no readily available sources from which the fair market value may be obtained and on determinations of the issuing insurance company of valuations for insurance contracts/policies.

VIII. RESPONSIBILITY AND INDEMNIFICATION OF THE TRUSTEE

8.1 The duties and responsibilities of the Trustee shall be governed solely by and limited to those expressly set forth in this Trust Agreement without reference to the terms of any Agreement, and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee.

8.2 If all or any part of the Trust assets are at any time attached, garnished, or levied upon by any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by a court affecting such property or any part of such property, then and in any of such events the Trustee shall be authorized to rely upon and comply with any such order, judgment or decree, and it shall not be liable to the Company or any Trust Beneficiary by reason of such compliance even though such order, judgment or decree subsequently may be reversed, modified, annulled, set aside or vacated.

8.3 The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; provided, however, that the Trustee shall incur no liability to anyone for any action taken or not taken pursuant to the terms of this Trust Agreement, except to the extent such liability arises directly from the Trustee's negligence or willful misconduct in the performance of responsibilities specifically allocated to it under the Trust Agreement (including the failure to carry out in accordance with its terms any direction provided by the Company in accordance with the terms of the Trust Agreement). Each of the Company and the Trustee shall discharge its responsibilities in accordance with the terms of this Trust Agreement.

8.4 The Trustee may select and consult with legal counsel (who shall not be counsel for the Company) with respect to any of its duties or obligations hereunder.

8.5 The Trustee shall be reimbursed by the Company for its reasonable expenses incurred in connection with the performance of its duties (including, but not limited to, the fees and expenses of counsel, accountants and others incurred pursuant to Sections 3.1, 8.4 or 8.11 for which the Company has received prior written notice from the Trustee, provided that such notice shall only be provided with respect to fees and expenses of an individual professional retained in accordance with the aforementioned sections and for which the Trustee reasonably expects such fees and expenses to exceed \$5,000) and shall be paid fees as agreed to in writing by the Company on the one hand and the Trustee on the other hand, from time to time for the performance of its duties hereunder.

8.6 The Company (which has the authority to do so under the laws of its state of incorporation), agrees to indemnify and defend and hold harmless the Trustee from and against any and all liabilities, suits, damages, losses, claims or expenses incurred of whatsoever kind and nature (including, but not limited to, expenses of investigation and fees and disbursements of legal counsel to the Trustee, and further including any taxes imposed on the Trust assets or income of the Trust) which may be imposed upon, asserted against or incurred by The Northern Trust Company at any time: (1) by reason of its carrying out its responsibilities or providing services under this Trust Agreement, or its status as the Trustee, or by reason of any act or failure to act under this Trust Agreement, except to the extent that any such liability, loss, claim, suit or expense arises directly from the Trustee's negligence or willful misconduct in the performance of responsibilities specifically allocated to it under the Trust Agreement, or (2) by reason of the Trust's failure to qualify as a grantor trust under the IRS grantor trust rules or any Agreement's failure to qualify as an excess benefit or top-hat plan exempt from all or Parts 2, 3, and 4 of Title 1 of ERISA. The Trustee shall not be required to undertake or to defend any litigation or arbitration arising in connection with this Trust Agreement unless: (i) the Trustee consents to such undertaking (which consent shall not be unreasonably withheld); and (ii) it be first indemnified by the Company against its prospective costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses), and the Company agrees to indemnify the Trustee and be primarily liable for such costs, expenses and liabilities to the extent the Trustee provides notice of such fees and expenses where practicable. Any amount payable to the Trustee under Section 8.5 or this Section 8.6 shall be paid from the assets of the Trust. In the event the assets of the Trust are insufficient to cover such amounts, the Trustee shall be paid by the Company promptly upon demand by the Trustee, and within 30 days of such demand (unless the Company objects in writing to the payment of all or a portion of the amount demanded). In the event that payment is made to the Trustee from the Trust assets, the Trustee shall promptly notify the Company in writing of the amount of such payment. The Company agrees that, upon receipt of such notice, it will deliver to the Trustee to be held in the Trust an amount in cash equal to any payments made from the Trust assets to the Trustee pursuant to Section 8.5 or this Section 8.6. The failure of the Company to transfer any such amount shall not in any way impair the Trustee's right to indemnification, reimbursement and payment pursuant to Section 8.5 or this Section 8.6. This paragraph shall survive the termination of this Trust Agreement.

8.7 At the direction of the Company, the Trustee may vote any stock or other securities and exercise any right appurtenant to any stock, other securities or other property it holds, either in person or by general or limited proxy, power of attorney or other instrument.

8.8 The Trustee may hold securities in bearer form and may register securities and other property held in the Trust fund in its own name or in the name of a nominee, combine certificates representing securities with certificates of the same issue held by the Trustee in other fiduciary capacities, and deposit, or arrange for deposit of, property with any depository; provided that the books and records of the Trustee shall at all times show that all such securities are part of the assets of the Trust.

8.9 All rights associated with assets of the Trust shall be exercised by the Trustee or the person designated by the Trustee, and shall in no event be exercisable by or rest with the Participants.

8.10 The Trustee may exercise all rights appurtenant to any letter of credit made payable to the Trustee of the Trust for the benefit of the Trust in accordance with the terms of such letter of credit.

8.11 The Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals, who may be agents, accountants, actuaries, investment advisors, financial consultants, or otherwise act in a professional capacity, as the case may be, for the Company or with respect to any Agreement, to assist the Trustee in performing any of its duties. All expenses in connection with this Section shall be allowed as authorized expenses of the Trust, and if the Trust assets are not sufficient to cover such expenses, shall be payable by the Company.

8.12 (a) As directed by the Company, the Trustee shall take all actions in order to collect any life insurance, annuity, or other benefits or payments of which the Trust is the designated beneficiary. The Company shall pay directly all premiums and other charges due thereon in a timely manner, or direct the Trustee to pay all such premiums and charges that are not so paid by the Company. To the extent the Trust contains cash or its equivalent readily available for such purpose or policy loans and/or dividends are available, the Trustee shall pay premiums due with such cash or its equivalent or policy loans and/or dividends, as directed by the Company. If the Trust does not have sufficient cash or its equivalent readily available and policy loans and dividends are not available, then the Company shall direct the Trustee to liquidate other assets held in the Trust to generate the necessary cash.

(b) The Trust shall be named sole owner and beneficiary of each life insurance policy held in the Trust and shall have full authority and power to exercise all rights of ownership relating to the policy, except the Trustee shall have no power, other than in accordance with Articles IV and XI hereof, to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor trustee, to lend to any person the proceeds of any borrowing against such policy or to surrender any policy or allow any policy to lapse at any time when there are other assets in the Trust that can be disposed of or otherwise used to generate any cash necessary to maintain the policy.

(c) The Trustee shall have the power, at the direction of the Company (upon which direction the Trustee may conclusively rely), to exchange that portion, if any, of the life insurance coverage on any Participant that is in excess of the amount of such coverage necessary to provide sufficient proceeds to pay the corresponding amount of Benefits, for additional life insurance coverage on other Participants. At the direction of the Company, the Trustee shall also have the power to acquire additional life insurance coverage on Participants through application for new life insurance.

IX. AMENDMENTS, ETC., TO AGREEMENTS

9.1 Any amendment, restatement, successor or other change in an Agreement or the addition of a new Agreement that would materially increase the responsibilities or liabilities of the Trustee or materially change its rights and duties shall also require the written consent of the Trustee.

X. REPLACEMENT OF THE TRUSTEE

10.1 The Trustee may resign and be discharged from its duties after providing not less than 90 days' notice in writing to the Company. The Trustee may be removed at any time upon notice in writing by the Company. A replacement or successor trustee shall be appointed by the Company. No such removal or resignation shall become effective until the effectiveness of the acceptance of the Trust by a successor trustee designated in accordance with this Article X. If no successor trustee is appointed within a reasonable period of time, the Trustee shall petition a court of competent jurisdiction to appoint a successor trustee or for instructions. Upon the acceptance of the Trust by a successor trustee, the Trustee shall release all of the moneys and other property (net of a reserve for such amount as may be necessary for the payment of the Trustee's fees and expenses incurred prior to the successor trustee's acceptance) in the Trust to its successor, who after such time shall for all purposes of this Trust Agreement be considered to be the "Trustee." In the event of its removal or resignation, the Trustee shall duly file with the Company a written statement or statements of accounts and proceedings as provided in Section 7.1 for the period since the last previous accounting of the Trust.

XI. AMENDMENT OR TERMINATION OF THE TRUST AGREEMENT

11.1 This Trust Agreement may be amended at any time and to any extent by a written instrument executed by the Trustee and the Company; provided, however, that no amendment shall have the effect of (a) making the Trust revocable after it has become irrevocable under Section 1.1 or (b) altering Section 8.12(b) or 11.2 hereof. Following the occurrence of a Change in Control, as defined in Article XIV, the Trust may only be amended if the amendment is approved in writing by a group of Participants who constitute one-half of all Participants whose Benefits payable under the Trust also represent at least 50% of all Benefits payable to all Participants under the Trust, as of the effective date of such amendment, as certified to in writing by the Company (upon which certification the Trustee may conclusively rely).

11.2 The Trust shall terminate at such time as the Trust no longer contains any assets.

XII. SPECIAL DISTRIBUTIONS

12.1 It is intended that (a) the creation of, transfer of assets to, and irrevocability of, the Trust will not cause any Agreement to be other than "unfunded" for purposes of Title I of ERISA, (b) transfers of assets to the Trust will not be transfers of property for purposes of Section 83 of the Code, or any successor provision thereto, nor will such transfers or irrevocability cause a currently taxable benefit to be realized by a Trust Beneficiary pursuant to the "economic benefit" doctrine and (c) pursuant to Section 451 of the Code and Section 409A of the Code, or any successor provision thereto, amounts will be includable as compensation in the gross income of a Trust Beneficiary in the taxable year or years in which such amounts are actually distributed or made available to such Trust Beneficiary by the Trustee.

12.2 Notwithstanding anything to the contrary contained in any Agreement, if the Company obtains an opinion of tax counsel selected by the Company to the effect that based upon any of the following occurring after the date of this Trust Agreement (a) a change in the federal tax or revenue laws, (b) a decision in a controlling case, (c) a published ruling or similar announcement issued by the Internal Revenue Service, (d) a regulation issued by the Secretary of the Treasury, (e) a decision by a court of competent jurisdiction involving a Trust Beneficiary, or (f) a closing agreement made under Section 7121 of the Code, or any successor provision thereto, that is approved by the Internal Revenue Service and involves a Trust Beneficiary, it is more likely than not that an amount is includible in the gross income of a Trust Beneficiary in a taxable year that is prior to the taxable year or years in which such amount would, but for this Section 12.2, otherwise actually be distributed or made available to such Trust Beneficiary by the Trustee, then, to the extent the Company determines in its sole discretion for purposes of this Trust Agreement that it is permitted under Section 409A of the Code and any regulations or other guidance issued thereunder, the Company shall direct the Trustee to distribute to each such affected Trust Beneficiary an amount equal to the amount determined to be includible in gross income in such prior taxable year. The Company shall seek such an opinion of tax counsel if and only if requested to do so by the written consent of the Participants. The Trustee shall have no responsibility for ensuring that any such opinion has been obtained or any such distribution is permitted and shall follow the directions of the Company with respect to such distributions as if such direction was provided pursuant to Article II.

12.3 Notwithstanding anything to the contrary contained in the Agreements, if a Trust Beneficiary provides evidence satisfactory to the Company demonstrating that, as a result of an assertion by the Internal Revenue Service, a final nonappealable binding determination has been made with respect to a taxable year of such Trust Beneficiary that an amount is includible in the gross income of such Trust Beneficiary in a taxable year that is prior to the taxable year in which such amount would, but for this Section 12.3, otherwise actually be distributed or made available to such Trust Beneficiary by the Trustee, then, to the extent the Company determines in its sole discretion for purposes of this Trust Agreement that it is permitted under Section 409A of the Code and any regulations or other guidance issued thereunder, the Company may direct the Trustee to distribute to such Trust Beneficiary an amount equal to such amount determined by the Internal Revenue Service to be includible in gross income in such prior taxable year. The Trustee shall have no responsibility for ensuring that any such opinion has been obtained or any such distribution is permitted and shall follow the directions of the Company with respect to such distributions as if such direction was provided pursuant to Article II.

XIII. GENERAL PROVISIONS

13.1 The Company shall, at any time and from time to time, upon the reasonable request of the Trustee, provide information, execute and deliver such further instruments and do such further acts as may be necessary or proper to effectuate the purposes of this Trust. Any action required to be taken by the Company shall be by (i) resolution of its board of directors or (ii) by the written direction of one or more of its president, any vice president or treasurer or assistant treasurer, or (iii) by such other person or persons as shall be authorized by one or more of its president, any vice president or treasurer or assistant treasurer or by resolution of its board of directors, which resolution shall be filed with the Trustee. The Trustee may take or omit to take any action in accordance with written direction purporting to be signed by such an officer of the Company or other authorized person, or in reliance upon a certified copy of a resolution of the board of directors which the Trustee believes to be genuine. The Trustee shall have no responsibility for any action taken by the Trustee in accordance with any such resolution or direction.

13.2 Each Agreement shall become a part of this Trust Agreement and is expressly incorporated by reference upon delivery to and receipt by the Trustee.

13.3 This Trust Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes any and all prior agreements, arrangements and understandings between the parties. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives.

13.4 This Trust Agreement shall be governed by and construed in accordance with the laws of Illinois, without giving effect to the principles of conflict of laws thereof.

13.5 If any provision of this Trust Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Trust Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

13.6 (a) The preamble to this Trust Agreement shall be considered a part of the agreement of the parties as if set forth in a section of this Trust Agreement.

(b) The headings and table of contents contained in this Trust Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Trust Agreement.

13.7 The right of any Trust Beneficiary to any benefit or to any payment may not be anticipated, assigned (either at law or in equity), alienated or subject to attachment, garnishment, levy, execution or other legal or equitable process except as required by law. Any attempt by any Trust Beneficiary to anticipate, alienate, assign, sell, transfer, pledge, encumber or charge the same shall be void. The Trust assets shall not in any manner be subject to the debts, contracts, liabilities, engagements or torts of any Trust Beneficiary.

13.8 Any dispute between the Participants and the Company or the Trustee as to the interpretation or application of the provisions of this Trust Agreement and amounts payable may, at the election of any party to such dispute (or, if more than one Participant is such a party, at the election of two-thirds of such Participants), be determined by binding arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures then in effect; provided, however, this Section 13.8 shall not be construed to limit the Company's right to interpret the Agreements in accordance with their terms. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. The fees and expenses (including reasonable attorney's fees and expert fees) incurred in the arbitration shall be paid as directed by the arbitrator. However, all of the Trustee's fees and expenses incurred in any arbitration or enforcement proceeding to resolve a dispute between the Company and a Trust Beneficiary shall be allowed as an administrative expense of the Trust.

13.9 The Trustee shall have no liability for any losses arising out of delays in performing the services it renders under this Trust Agreement when such losses result from events beyond its control, including without limitation, interruption of the business of the Trustee due to acts of God, acts of governmental authority, acts of war, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work slippages due to slow-downs), any action of any courier or utility, mechanical or other malfunction, and electronic interruption.

XIV. CHANGE IN CONTROL

For purposes of this Trust, a Change in Control shall mean the occurrence of any of the following events:

(a) any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity (other than the Company or a trustee or other fiduciary holding securities under an employee benefit plan of the Company), or any syndicate or group deemed to be a person under Section 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is or becomes the "beneficial owner" (as defined in Rule 13d-3 of the General Rules and Regulations under the Exchange Act), directly or indirectly, of securities of the Company representing 25% or more of the combined voting power of the Company's then outstanding securities entitled to vote generally in the election of directors;

(b) the Company is a party to a merger, consolidation, reorganization or other similar transaction with another corporation or other legal person unless, following such transaction, more than 50% of the combined voting power of the outstanding securities of the surviving, resulting or acquiring corporation or person or its parent entity entitled to vote generally in the election of directors (or persons performing similar functions) is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners of the Company's outstanding securities entitled to vote generally in the election of directors immediately prior to such transaction, in substantially the same proportions as their ownership, immediately prior to such transaction, of the Company's outstanding securities entitled to vote generally in the election of directors;

(c) the Company sells all or substantially all of its business and/or assets to another corporation or other legal person unless, following such sale, more than 50% of the combined voting power of the outstanding securities of the acquiring corporation or person or its parent entity entitled to vote generally in the election of directors (or persons performing similar functions) is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners of the Company's outstanding securities entitled to vote generally in the election of directors immediately prior to such sale, in substantially the same proportions as their ownership, immediately prior to such sale, of the Company's outstanding securities entitled to vote generally in the election of directors; or

(d) during any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors of the Company (and any new directors, whose appointment or election by the Board of Directors or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose appointment, election or nomination for election was so approved) cease for any reason to constitute a majority of the Board of Directors.

The Company shall immediately notify the Trustee in writing of any Change in Control. The Trustee may conclusively rely upon such notice and shall have no duty to determine whether a Change in Control has occurred.

XV. NOTICES

For all purposes of this Trust Agreement, any communication, including without limitation, any notice, consent, report, demand or waiver required or permitted to be given shall be in writing and shall be effective upon receipt of such notice and may be delivered (i) personally, (ii) by facsimile, or (iii) by mail and addressed as follows:

If to the Company, to:

Newell Rubbermaid Inc.
c/o Michael R. Peterson
3 Glenlake Parkway
Atlanta, GA 30328
Telephone: (770) 418-7737
Fax: (770) 677-8737

If to the Trustee, to:

The Northern Trust Company
c/o Brian Voirol
50 South La Salle Street, MB28
Chicago, IL 60603
Telephone: (312) 557-3213
Fax: (312) 630-6062
bv4@ntrs.com

provided, however, that if any party or such party's successors shall have designated a different address by notice to the other parties, then to the last address so designated.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Trust Agreement to be executed on its behalf as of the date first above written.

NEWELL RUBBERMAID INC.

Signature: /s/ James M. Sweet

Name: James M. Sweet

Title: Executive Vice President, Human Resources and Corporate Communications

Date: June 1, 2013

The undersigned, John K. Stipancich, does hereby certify that he/she is the duly elected, qualified and acting Secretary of **Newell Rubbermaid Inc.** (the "Company") and further certifies that the person whose signature appears above is a duly elected, qualified and acting officer of the Company with full power and authority to execute this Trust Agreement on behalf of the Company and to take such other actions and execute such other documents as may be necessary to effectuate this Agreement.

/s/ John K. Stipancich

Secretary

Newell Rubbermaid Inc.

THE NORTHERN TRUST COMPANY

Signature: /s/ Brian Voirol

Name: Brian Voirol

Title: Vice President

Date: June 5, 2013

**NEWELL RUBBERMAID INC. 2013 INCENTIVE PLAN
2013 RESTRICTED STOCK UNIT AWARD AGREEMENT (“AGREEMENT”)**

A Restricted Stock Unit (“RSU”) Award (the “Award”) granted by Newell Rubbermaid Inc., a Delaware corporation (the “Company”), to the employee (the “Grantee”) named in the Award letter provided to the Grantee (the “Award Letter”) relating to the common stock, par value \$1.00 per share (the “Common Stock”), of the Company, shall be subject to the following terms and conditions and the provisions of the Newell Rubbermaid Inc. 2013 Incentive Plan, a copy of which is provided to the Grantee and the terms of which are hereby incorporated by reference (the “Plan”). Unless otherwise provided herein, capitalized terms of this Agreement shall have the same meanings ascribed to them in the Plan.

1. **Acceptance by Grantee.** The receipt of the Award is conditioned upon the Grantee’s acceptance of the Award Letter, thereby becoming a party to this Agreement, no later than sixty (60) days after the date of the Award set forth therein (the “Award Date”) or, if later, thirty (30) days after the Grantee is informed of the availability of this Agreement.

2. **Grant of RSUs.** The Company hereby grants to the Grantee the Award of RSUs, as set forth in the Award Letter. An RSU is the right, subject to the terms and conditions of the Plan and this Agreement, to receive, as determined by the Company, either a payment of a share of Common Stock for each RSU or cash equal to the Fair Market Value of a share of Common Stock on the date of vesting of the Grantee’s Award, or a combination thereto, as described in Section 7 of this Agreement. A “Time-Based RSU” is a RSU subject to a service-based restriction on vesting; and a “Performance-Based RSU” is a RSU subject to restrictions on vesting based upon the achievement of specific performance goals.

3. **RSU Account.** The Company shall maintain an account (“RSU Account”) on its books in the name of the Grantee which shall reflect the number of RSUs awarded to the Grantee.

4. **Dividend Equivalents.**

(a) *Time-Based RSUs.* Upon the payment of any dividend on Common Stock occurring during the period preceding the earlier of the date of vesting of the Grantee’s Award or the date the Grantee’s Award is forfeited as described with Section 5, the Company shall promptly pay to each Grantee an amount in cash equal in value to the dividends that the Grantee would have received had the Grantee been the actual owner of the number of shares of Common Stock represented by the Time-Based RSUs in the Grantee’s RSU Account on that date. Any such payments shall be payments of dividend equivalents, and shall not constitute the payments of dividends to the Grantee that would violate the provisions of Section 9 of this Agreement.

(b) *Performance-Based RSUs.* Upon the payment of any dividend on Common Stock occurring during the period preceding the earlier of the date of vesting of the Grantee’s Award or the date the Grantee’s Award is forfeited as described in Section 5, the Company shall credit the

Grantee's RSU Account with an amount equal in value to the dividends that the Grantee would have received had the Grantee been the actual owner of the number of shares of Common Stock represented by the Performance-Based RSUs in the Grantee's RSU Account on that date. Such amounts shall be paid to the Grantee at the time and in the form of payment specified in Section 7. The amount of dividend equivalents payable to the Grantee shall be adjusted to reflect the adjustment made to the related RSUs pursuant to Section 6 (which shall be determined by multiplying such amount by the percentage adjustment made to the related RSUs). Any such dividend equivalents relating to Performance-Based RSUs that are forfeited shall also be forfeited.

5. Vesting.

(a) Except as described in subsections (b), (c) and (d) below, the Grantee shall become vested in his Award upon the third year anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate until such vesting date.

(b) If the Grantee's employment with the Company and all affiliates terminates prior to the third year anniversary of the Award Date due to death or disability, the Award shall become vested on such date of death or disability. For this purpose "disability" means (as determined by the Committee in its sole discretion) the inability of the Grantee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or disability or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

(c) If the Grantee's employment with the Company and all affiliates terminates prior to the third year anniversary of the Award Date due to retirement, (i) Time-Based RSUs shall become vested on the date of such termination as provided in the table set forth below; and (ii) Performance-Based RSUs shall remain outstanding until the third year anniversary of the Award Date, at which time they will vest as provided in the table set forth below. The portion of the Award that does not vest as provided below shall be forfeited to the Company. For this purpose, "retirement" means the Grantee's termination without cause on or after the date on which the Grantee (i) has completed five (5) years of credited service; and (ii) either (A) has attained age sixty (65), or (B) has attained age fifty-five (55) and the sum of the Grantee's age and credited service (the Grantee's "points") equals or exceeds sixty (60).

Age or Points

Vesting

Age 65 or 75 or more points

100% of the Award vests for an Award made twelve (12) or more months prior to retirement

100% of the Pro-Rated Award vests for an Award made less than twelve (12) months prior to retirement

70-74 points

75% of the Pro-Rated Award vests

65-69 points

50% of the Pro-Rated Award vests

60-64 points

25% of the Pro-Rated Award vests

For purposes of this subsection (c):

(1) The term “**affiliate**” means each entity with whom the Company would be considered a single employer under Sections 414(b) and 414(c) of the Code, substituting “at least 50%” instead of “at least 80%” in making such determination.

(2) The term “**credited service**” means the Grantee’s period of employment with the Company and all affiliates (including any predecessor company or business acquired by the Company or any affiliate, provided the Grantee was immediately employed by the Company or any affiliate). Age and credited service shall be determined in fully completed years and months, with each month being measured as a continuous period of thirty (30) days.

(3) The term “**cause**” means the Grantee’s termination of employment due to unsatisfactory performance or conduct detrimental to the Company or its affiliates, as determined solely by the Company.

(4) The term “**Pro-Rated Award**” means (A) with respect to an Award granted less than twelve (12) months prior to the Grantee’s retirement, and on the date of such retirement the Grantee has either attained age sixty-five (65) or has seventy-five (75) or more points, the portion of the Award determined by dividing the number of full months of employment with the Company and all affiliates from the Award’s grant date by twelve (12); and (B) with respect to all other Awards, the portion of the Award determined by dividing the full number of months of employment with the Company and all affiliates from the Award’s grant date by thirty-six (36) (in each case carried out to three decimal points).

(d) If the Grantee’s employment with the Company and all affiliates terminates prior to the third year anniversary of the Award Date for any reason other than death, disability or retirement, the entire Award shall be forfeited, automatically upon such termination of the Grantee’s employment without further action required by the Company to the Company, and no portion of the Award shall vest.

(e) In the case of a Grantee who is also a Director, if the Grantee’s employment with the Company and all affiliates terminates before the end of the Award’s three- (3-) year vesting period, but the Grantee remains a Director, the Grantee’s service on the Board will be considered employment with the Company and the Grantee’s Award will continue to vest while the Grantee’s service on the Board continues. Any subsequent termination of service on the Board will be considered termination of employment and vesting will determined as of the date of such termination of service.

The foregoing provisions of this Section 5 shall be subject to the provisions of any written employment security agreement or severance agreement that has been or may be executed by the Grantee and the Company or any of its affiliates, and the provisions in such employment security agreement or severance agreement concerning vesting of an Award shall supersede any inconsistent or contrary provision of this Section 5.

6. Adjustment of Performance-Based RSUs. The number of RSUs subject to the Award that are Performance-Based RSUs as described in the Award Letter shall be adjusted by the Committee after the end of the three- (3-) year performance period that begins on January 1 of the year in which the Award is granted, in accordance with the long-term incentive performance pay terms and conditions established under the Plan (the “LTIP”). Any Performance-Based RSUs that vest in accordance with Section 5(b) prior to the date the Committee determines the level of performance goal achievement applicable to such RSUs shall not be adjusted pursuant to the LTIP. The particular performance criteria that applies to the Performance-Based RSUs are set forth in Exhibit A to this Agreement.

7. Settlement of Award. If a Grantee becomes vested in the Award in accordance with Section 5, the Company shall pay to the Grantee, or the Grantee’s personal representative, beneficiary or estate, as applicable, *either* a number of shares of Common Stock equal to the number of vested RSUs and dividend equivalents credited to the Grantee’s RSU Account, as adjusted in accordance with Section 6, if applicable, *or* cash equal to the Fair Market Value of such shares of Common Stock and dividend equivalents credited to the Grantee’s RSU Account on the date of vesting, *or* a combination thereof. Such shares and/or cash shall be delivered/paid in a single sum within thirty (30) days following the date of vesting.

8. Withholding Taxes. The Company shall withhold from any payment made to the Grantee in cash an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements. In the case of a payment made in shares of Common Stock, the Grantee shall pay to the Company an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to the delivery of any shares. Payment of such taxes may be made by one or more of the following methods: (i) in cash, (ii) in cash received from a broker-dealer to whom the Grantee has submitted irrevocable instructions to deliver the amount of withholding tax to the Company from the proceeds of the sale of shares subject to the Award, (iii) by directing the Company to withhold a number of shares otherwise issuable pursuant to the Award with a Fair Market Value equal to the tax required to be withheld, (iv) by delivery to the Company of other Common Stock owned by the Grantee that is acceptable to the Company, valued at its Fair Market Value on the date of payment, or (v) by certifying to ownership by attestation of such previously owned Common Stock.

9. Rights as Stockholder. The Grantee shall not be entitled to any of the rights of a stockholder of the Company with respect to the Award, including the right to vote and to receive dividends and other distributions, until and to the extent the Award is settled in shares of Common Stock.

10. Share Delivery. Delivery of any shares in connection with settlement of the Award will be by book-entry credit to an account in the Grantee’s name established by the Company with the Company’s transfer agent, or upon written request from the Grantee (or his personal representative, beneficiary or estate, as the case may be), in certificates in the name of the Grantee (or his personal representative, beneficiary or estate).

11. Award Not Transferable. The Award may not be transferred other than by last will and testament or the applicable laws of descent or distribution or pursuant to a qualified domestic

relations order. The Award shall not otherwise be assigned, transferred, or pledged for any purpose whatsoever and is not subject, in whole or in part, to attachment, execution or levy of any kind. Any attempted assignment, transfer, pledge, or encumbrance of the Award, other than in accordance with its terms, shall be void and of no effect.

12. Administration. The Award shall be administered in accordance with such regulations as the Organizational Development and Compensation Committee of the Board of Directors of the Company (the “**Committee**”) shall from time to time adopt, and, to the extent applicable, in compliance with the requirements of Code Section 162(m) including, without limitation, any prorrations required by Code Section 162(m).

13. Section 409A Compliance. To the extent that the Grantee’s right to receive payment of the RSUs and dividend equivalents constitutes a “deferral of compensation” within the meaning of Section 409A of the Code and regulatory guidance promulgated thereunder (“**Section 409A**”), then notwithstanding anything contained in the Plan to the contrary, the shares of Common Stock and cash otherwise deliverable under Sections 4 and 6 shall be subject to the following rules:

(a) The shares of Common Stock underlying the vested RSUs and the related dividend equivalents shall be delivered to the Grantee, or his personal representative, beneficiary or estate, as applicable, within thirty (30) days following the earlier of (i) the Grantee’s “**separation from service**” within the meaning of Section 409A, subject to Section 13(b); (ii) the occurrence of a Change in Control that also constitutes a “change in the ownership,” a “change in the effective control” or a “change in the ownership of a substantial portion of the assets” of the Company within the meaning of Section 409A; or (iii) the third year anniversary of the Award Date.

(b) Notwithstanding Section 13(a), if any Time-Based RSUs and related dividend equivalents become payable under Section 13(a)(i) as a result of the Grantee’s termination of employment due to retirement or disability and the Grantee is a “**specified employee**,” as determined under the Company’s policy for determining specified employees for purposes of Section 409A on the date of such separation from service, then the shares of Common Stock underlying the vested RSUs and related dividends shall be delivered to the Grantee, or the Grantee’s personal representative, beneficiary or estate, as applicable, within thirty (30) days after the first business day that is more than six (6) months after the date of his or her separation from service (or, if the Grantee dies during such six- (6-) month period, within thirty (30) days after the Grantee’s death).

(c) In the event that any taxes described in Section 8 of this Agreement are due prior to the distribution of shares of Common Stock underlying the RSUs, then the Grantee shall be required to satisfy the tax obligation by using the method set forth in Section 8(i).

14. Confidentiality and Non-Solicitation.

(a) *Definitions.* The following definitions apply in this Agreement:

(1) “**Confidential Information**” means any information that is not generally known outside the Company relating to any phase of business of the Company, whether existing or foreseeable, including information conceived, discovered or developed

by the Grantee. Confidential Information includes, but is not limited to: project files; product designs, drawings, sketches and processes; production characteristics; testing procedures and results thereof; manufacturing methods, processes, techniques and test results; plant layouts, tooling, engineering evaluations and reports; business plans, financial statements and projections; operating forms (including contracts) and procedures; payroll and personnel records; non-public marketing materials, plans and proposals; customer lists and information, and target lists for new clients and information relating to potential clients; software codes and computer programs; training manuals; policy and procedure manuals; raw materials sources, price and cost information; administrative techniques and documents; and any information received by the Company under an obligation of confidentiality to a third party.

(2) **“Trade Secrets”** means any information, including any data, plan, drawing, specification, pattern, procedure, method, computer data, system, program or design, device, list, tool, or compilation, that relates to the present or planned business of the Company and which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means to, other persons who can obtain economic value from their disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain their secrecy. To the extent that the foregoing definition is inconsistent with a definition of “trade secret” under applicable law, the latter definition shall control.

(3) Neither Confidential Information nor Trade Secrets include general skills or knowledge, or skills which the Grantee obtained prior to the Grantee’s employment with the Company.

(4) **“Tangible Company Property”** means: documents; reports; drawings; diagrams; summaries; photographs; designs; specifications; formulae; samples; models; research and development information; prototypes; tools; equipment; proposals; files; supplier information; and all other written, printed, graphic or electronically stored matter, as well as computer software, hardware, programs, disks and files, and any supplies, materials or tangible property that concern the Company’s business and that come into the Grantee’s possession by reason of the Grantee’s employment, including, but not limited to, any Confidential Information and Trade Secrets contained in tangible form.

(5) **“Inventions”** means any improvement, discovery, writing, formula or idea (whether or not patentable or subject to copyright protection) relating to the existing or foreseeable business interests of the Company or resulting from any work performed by the Grantee for the Company. Inventions include, but are not limited to, methods, devices, products, techniques, laboratory and field practices and processes, and improvements thereof and know-how related thereto, as well as any copyrightable materials and any trademark and trade name whether or not subject to trademark protection. Inventions do not include any invention that does not relate to the Company’s business or anticipated business or that does not relate to the Grantee’s work for the Company and which was developed entirely

on the Grantee's own time without the use of Company equipment, supplies, facilities or Confidential Information or Trade Secrets.

(b) Confidentiality

(1) During the Grantee's employment and for a period of five (5) years thereafter, regardless of whether the Grantee's separation is voluntary or involuntary or the reason therefor, the Grantee shall not use any Tangible Company Property, nor any Confidential Information or Trade Secrets, that comes into the Grantee's possession in any way by reason of the Grantee's employment, except for the benefit of the Company in the course of the Grantee's employment by it, and not in competition with or to the detriment of the Company. The Grantee also will not remove any Tangible Company Property from premises owned, used or leased by the Company except as the Grantee's duties shall require and as authorized by the Company, and upon termination of the Grantee's employment, all Confidential Information, Trade Secrets, and Tangible Company Property (including all paper and electronic copies) will be turned over immediately to the Company, and the Grantee shall retain no copies thereof.

(2) During the Grantee's employment and for so long thereafter as such information is not generally known to the public, through no act or fault attributable to the Grantee, the Grantee will maintain all Trade Secrets to which the Grantee has received access while employed by the Company as confidential and as the property of the Company.

(3) The foregoing means that the Grantee will not, without written authority from the Company, use Confidential Information or Trade Secrets for the benefit or purposes of the Grantee or of any third party, or disclose them to others, except as required by the Grantee's employment with the Company or as authorized above.

(c) Inventions and Designs

(1) The Grantee will promptly disclose to the Company all Inventions that the Grantee develops, either alone or with others, during the period of the Grantee's employment. All inventions that the Grantee has developed prior to this date have been identified by the Grantee to the Company. The Grantee shall make and maintain adequate and current written records of all Inventions covered by this Agreement. These records shall be and remain the property of the Company.

(2) The Grantee hereby assigns any right and title to any Inventions to the Company.

(3) With respect to Inventions that are copyrightable works, any Invention the Grantee creates will be deemed a "work for hire" created within the scope of the Grantee's employment, and such works and copyright interests therein (and all renewals and extensions thereof) shall belong solely and exclusively to the Company, with the Company having sole right to obtain and hold in its own name copyrights or such other protection as the Company may deem appropriate to the subject matter, and any extensions

or renewals thereof. If and to the extent that any such Invention is found not to be a work-for-hire, the Grantee hereby assigns to the Company all right and title to such Invention (including all copyrights and other intellectual property rights therein and all renewals and extensions thereof).

(4) The Grantee agrees to execute all papers and otherwise provide assistance to the Company to enable it to obtain patents, copyrights, trademarks or other legal protection for Inventions in any country during, or after, the period of the Grantee's employment. Such assistance shall include but not be limited to preparation and modification (or both) of patent, copyright or trademark applications, preparation and modification (or both) of any documents related to perfecting the Company's title to the Inventions, and assistance in any litigation which may result or which may become necessary to obtain, assert, or defend the validity of any such patent, copyright or trademark or otherwise relates to such patent, copyright or trademark.

(d) *Nonsolicitation.* Throughout the Grantee's employment and for twelve (12) months thereafter, the Grantee agrees that the Grantee will not directly or indirectly, individually or on behalf of any person or entity, solicit or induce, or assist in any manner in the solicitation or inducement of: (i) employees of the Company, other than those in clerical or secretarial positions, to leave their employment with the Company (this restriction is limited to employees with whom the Grantee has had contact for the purpose of performing the Grantee's job duties and responsibilities); or (ii) customers or actively-sought prospective customers of the Company to purchase from another person or entity products and services that are the same as or similar to those offered and provided by the Company in the last two (2) years of the Grantee's employment ("**Competitive Products**") (this restriction is limited to customers or actively-sought prospective customers with whom the Grantee has material contact through performance of the Grantee's job duties and responsibilities or through otherwise performing services on behalf of the Company).

(e) *Enforcement.*

(1) The Grantee acknowledges and agrees that: (i) the restrictions provided in this Section 14 of the Agreement are reasonable in time and scope in light of the necessity for the protection of the business and good will of the Company and the consideration provided to the Grantee under this Agreement; and (ii) the Grantee's ability to work and earn a living will not be unreasonably restrained by the application of these restrictions.

(2) The Grantee also recognizes and agrees that should the Grantee fail to comply with the restrictions set forth above, the Company would suffer substantial damage for which there is no adequate remedy at law due to the impossibility of ascertaining exact money damages. The Grantee therefore agrees that in the event of the breach or threatened breach by the Grantee of any of the terms and conditions of Section 14 of this Agreement, the Company shall be entitled, in addition to any other rights or remedies available to it, to institute proceedings in a federal or state court to secure immediate temporary, preliminary and permanent injunctive relief without the posting of a bond. The Grantee additionally agrees that if the Grantee is found to have breached any covenant in this Section 14 of the

Agreement, the time period provided for in the particular covenant will not begin to run until after the breach has ended, and the Company will be entitled to recover all costs and attorney fees incurred by it in enforcing this Section 14 of the Agreement.

15. Data Privacy Consent. The Grantee hereby consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement by the Company and its affiliates for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Grantee understands that the Company and its affiliates hold certain personal information about the Grantee, including, but not limited to, name, home address and telephone number, date of birth, Social Security number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other entitlement to shares of stock or stock units awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Grantee's favor for the purpose of implementing, managing and administering the Plan ("**Data**"). The Grantee understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere and that the recipient country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the local human resources representative. The Grantee authorizes the recipients of Data to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party with whom the Grantee may elect to deposit any shares or other award acquired under the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. The Grantee understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the local human resources representative in writing. The Grantee understands that refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of refusing to consent or withdrawing consent, the Grantee understands that the Grantee may contact his or her local human resources representative.

16. Electronic Delivery. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this Award and any other award made or offered under the Plan. The Grantee understands that, unless earlier revoked by the Grantee by giving written notice to the Secretary of the Company, this consent shall be effective for the duration of the Agreement. The Grantee also understands that he or she shall have the right at any time to request that the Company deliver written copies of any and all materials referred to above at no charge. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature.

The Grantee consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan.

17. **Governing Law.** This Agreement, and the Award, shall be construed, administered and governed in all respects under and by the laws of the State of Delaware. The Grantee agrees to submit to personal jurisdiction in the Delaware federal and state courts, and all suits arising between the Company and the Grantee must be brought in said Delaware courts, which will be the sole and exclusive venue for such claims.

18. **Acknowledgment.** BY ACCEPTING THE AWARD LETTER, THE GRANTEE ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD AND AGREES TO ALL OF THE PROVISIONS OF THIS AGREEMENT, AND THAT THE GRANTEE WAS AFFORDED SUFFICIENT OPPORTUNITY BY THE COMPANY TO OBTAIN INDEPENDENT LEGAL ADVICE AT THE GRANTEE'S EXPENSE PRIOR TO ACCEPTING THE AWARD LETTER.

NEWELL RUBBERMAID INC.

/s/ John K. Stipancich

John K. Stipancich

Senior Vice President, General Counsel and Corporate Secretary

EXHIBIT A

TO

**NEWELL RUBBERMAID INC. 2013 INCENTIVE PLAN
2013 RESTRICTED STOCK UNIT AWARD AGREEMENT**

**Performance Criteria Applicable to
Performance-Based RSUs for the Three-Year Performance Period**

1. The Performance-Based RSUs covered by the Award will be subject to analysis with respect to the following Total Shareholder Return ("TSR") Comparator Group members:

3M Company	Jarden Corp.
Avery Dennison Corporation	Kimberly-Clark Corporation
Campbell Soup Co.	Masco Corporation
Church & Dwight Inc.	Mattel, Inc.
Colgate-Palmolive Company	Reckitt-Benckiser Group PLC
Danaher Corporation	Sherwin-Williams Co.
Dorel Industries, Inc.	Snap-On Inc.
Ecolab, Inc.	Stanley Black and Decker Inc.
Energizer Holdings, Inc.	The Bic Group
Groupe Seb	The Clorox Company
Illinois Tool Works, Inc.	Tupperware Brands Corporation

2. The Company's ranking (in the range of highest to lowest) in the TSR Comparator Group at the end of the three-year performance period beginning January 1, 2013, and ending December 31, 2015, will be determined by the Committee on the basis of the following formula applied to each of the members in the TSR Comparator Group (with the highest number ranked first and the lowest number ranked last):

$$\frac{(\text{Change in Stock Price}) + (\text{Dividends})}{(\text{Beginning Stock Price})}$$

For this purpose, the beginning stock price will be the average closing stock price (using the first trade date of the month, the last trade date of the month, and the middle trading date of the month, which is typically the fifteenth calendar day of the month, unless such day is not a trading day, in which case then the very first trading day prior to the fifteen calendar day of the month is used) in the first month of the applicable performance period (i.e., January, 2013); and the ending stock price will be the average closing price in the last month of the applicable performance period (i.e., December, 2015).

3. The number of Performance-Based RSUs will be *multiplied* by an interpolated percentage attributable to the Company's ranking in the TSR Comparator Group as set forth below:

The TSR Comparator Group member with the highest ranking will have a percentage of 200%, and the member last in the TSR Comparator Group will have a percentage of 0%. However, in the event the Company's ranking in the TSR Comparator Group is in the bottom quartile of the remaining companies of the TSR Comparator Group at the end of the three-year performance period (i.e., December 31, 2015), no payment shall be made regardless of the interpolated percentage. TSR Comparator Group members between the highest ranking and lowest ranking will have interpolated percentages. For example, if the initial TSR Comparator Group has 23 companies at the beginning of the three-year performance period and 4 of the companies have been merged out of existence by the end of the performance period, the interpolated percentages will be based on where the Company ranks among the remaining 19 companies as follows:

Rank (Highest to Lowest)	Percentage	Percentage
1 st	200 %	200 %
2 nd	188.9 %	188.9 %
3 rd	177.8 %	177.8 %
4 th	166.7 %	166.7 %
5 th	155.6 %	155.6 %
6 th	144.4 %	144.4 %
7 th	133.3 %	133.3 %
8 th	122.2 %	122.2 %
9 th	111.1 %	111.1 %
10 th	100.0 %	100.0 %
11 th	88.9 %	88.9 %
12 th	77.8 %	77.8 %
13 th	66.7 %	66.7 %
14 th	55.6 %	55.6 %
15 th	44.5 %	44.5 %
16 th	33.4 %	0 %
17 th	22.3 %	0 %
18 th	11.2 %	0 %
19 th	0 %	0 %

NEWELL RUBBERMAID INC. 2013 INCENTIVE PLAN

NON-EMPLOYEE DIRECTOR RESTRICTED STOCK UNIT AWARD AGREEMENT

A Restricted Stock Unit (“RSU”) Award (the “Award”) granted by Newell Rubbermaid Inc., a Delaware corporation (the “Company”), to the non-employee director named in the attached Award letter (the “Grantee”) relating to the common stock, par value \$1.00 per share (the “Common Stock”), of the Company, shall be subject to the following terms and conditions and the provisions of the Newell Rubbermaid Inc. 2013 Incentive Plan (the “Plan”), a copy of which is attached hereto and the terms of which are hereby incorporated by reference.

1. Acceptance by Grantee. The receipt of the Award is conditioned upon its acceptance by the Grantee in the space provided therefor at the end of the attached Award letter and the return of an executed copy of such Award letter to the Secretary of the Company no later than 60 days after the Award Date set forth therein or, if later, 30 days after the Grantee receives this Agreement.

2. Grant of RSUs. The Company hereby grants to the Grantee the Award of RSUs, as set forth in the Award letter. An RSU is the right, subject to the terms and conditions of the Plan and this Agreement, to receive a distribution of a share of Common Stock for each RSU as described in Section 6 of this Agreement.

3. RSU Account. The Company shall maintain an account (“RSU Account”) on its books in the name of the Grantee which shall reflect the number of RSUs awarded to the Grantee.

4. Dividend Equivalents. Upon the payment of any dividend on Common Stock occurring during the period preceding the earlier of the date of vesting of the Grantee’s Award or the date the Grantee’s Award is forfeited as described with Section 5, the Company shall promptly pay to each Grantee an amount in cash equal in value to the dividends that the Grantee would have received had the Grantee been the actual owner of the number of shares of Common Stock represented by the RSUs in the Grantee’s RSU Account on that date. Any such payment shall be payments of dividend equivalents, and shall not constitute the payments of dividends to the Grantee that would violate the provisions of Section 8 of this Agreement.

5. Vesting.

(a) Except as described in (b) below, the Grantee shall become vested in his Award upon the first anniversary of the date of the grant of the Award (the “Award Date”) if he remains in continuous service on the Board until such date.

(b) If the Grantee’s service on the Board terminates prior to the first anniversary of the Award Date due to his death, disability or retirement, the Grantee shall become vested in his Award. For this purpose (i) “disability” means (as determined by the Committee in its sole discretion) the inability of the Grantee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or disability or which has lasted or can be expected to last for a continuous period of not less than 12 months; and (ii) “retirement” means the Grantee’s retirement in accordance with the Company’s retirement policy for Directors.

(c) If the Grantee's service on the Board terminates prior to the first anniversary of the Award Date for any reason other than death, disability or retirement, the entire Award shall be forfeited to the Company, and no portion of the Award shall vest.

6. Settlement of Award. If a Grantee becomes vested in his Award in accordance with Section 5, the Company shall distribute to him, or his personal representative, beneficiary or estate, as applicable, a number of shares of Common Stock equal to the number of vested RSUs subject to the Award. Such shares shall be delivered within 30 days following the date of vesting.

7. Withholding Taxes. If applicable, the Company shall withhold from any distribution made to the Grantee in cash an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements. Payment of such taxes may be made by a method specified in the Plan and approved by the Committee.

8. Rights as Stockholder. The Grantee shall not be entitled to any of the rights of a stockholder of the Company with respect to the Award, including the right to vote and to receive dividends and other distributions, until and to the extent the Award is settled in shares of Common Stock.

9. Share Delivery. Delivery of any shares in connection with settlement of the Award will be by book-entry credit to an account in the Grantee's name established by the Company with the Company's transfer agent, or upon written request from the Grantee (or his personal representative, beneficiary or estate, as the case may be), in certificates in the name of the Grantee (or his personal representative, beneficiary or estate).

10. Award Not Transferable. The Award may not be transferred other than by will or the applicable laws of descent or distribution or pursuant to a qualified domestic relations order. The Award shall not otherwise be assigned, transferred, or pledged for any purpose whatsoever and is not subject, in whole or in part, to attachment, execution or levy of any kind. Any attempted assignment, transfer, pledge, or encumbrance of the Award, other than in accordance with its terms, shall be void and of no effect.

11. Administration. The Award shall be administered in accordance with such regulations as the Organizational Development and Compensation Committee of the Board of Directors of the Company (the "Committee") shall from time to time adopt.

12. Governing Law. This Agreement, and the Award, shall be construed, administered and governed in all respects under and by the laws of the State of Delaware.

NEWELL RUBBERMAID INC.

John K. Stipancich
Senior Vice President, General Counsel and Corporate Secretary

NEWELL RUBBERMAID INC.
DEFERRED COMPENSATION PLAN

Newell Rubbermaid Inc. hereby amends and restates, effective as of April 1, 2013 (the "Effective Date"), the Newell Rubbermaid Inc. 2008 Deferred Compensation Plan (the "2008 Plan") on the terms and conditions set forth.

The Plan provides certain eligible employees and directors with the opportunity to defer portions of their base salary, incentive compensation and director fees and to receive certain other retirement benefits via Company Contributions under this Plan, all in accordance with the provisions of the Plan. The Plan is adopted to comply with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

The Plan shall govern deferrals of compensation and retirement benefits earned on and after January 1, 2008. The Plan shall also govern certain deferrals of compensation and retirement benefits that were previously maintained under the Newell Rubbermaid Inc. 2002 Deferred Compensation Plan (the "Prior Plan"). Specifically, in order to comply with Section 409A of the Code, any "amounts deferred" (within the meaning of Section 409A of the Code) in taxable years beginning on or after January 1, 2005 and credited to either a retirement sub-account or an in-service sub-account under the Prior Plan, and any earnings thereon, shall be governed by the terms and conditions of the Plan, and it is intended that such amounts and any earnings thereon be subject to the application of Section 409A of the Code. Moreover, all amounts credited to a SERP cash sub-account under the Prior Plan (regardless of when credited), and any earnings thereon, shall be governed by the terms and conditions of the Plan, and it is intended that such amounts and any earnings thereon be subject to the application of Section 409A of the Code.

The Prior Plan will remain in effect and will govern certain deferrals of compensation earned prior to January 1, 2005. Specifically, any "amounts deferred" (within the meaning of Section 409A of the Code) in taxable years beginning before January 1, 2005 and credited to either a retirement sub-account or an in-service sub-account under the Prior Plan, and any earnings thereon, shall continue to be governed by the terms of the Prior Plan as in effect on October 3, 2004, and it is intended that such amounts and any earnings thereon be exempt from the application of Section 409A of the Code. Immediately prior to the January 1, 2008, the Prior Plan was frozen, and neither the Company, its affiliates, nor any individual were permitted to make any additional contributions or deferrals under the Prior Plan (other than earnings) on or after the January 1, 2008. Nothing contained herein is intended to materially enhance a benefit or right existing under the Prior Plan as of October 3, 2004 or add a new material benefit or right to such Prior Plan.

ARTICLE I
DEFINITIONS

For purposes of the Plan, the following words and phrases shall have the meanings set forth below, unless their context clearly requires a different meaning:

"Account" means the bookkeeping account maintained by the Committee on behalf of each Participant pursuant to this Plan. The sum of each Participant's Sub-Accounts, in the aggregate, shall constitute his Account. The Account and each and every Sub-Account shall be a

bookkeeping entry only and shall be used solely as a device to measure and determine the amounts, if any, to be paid to a Participant or his Beneficiary under the Plan.

“Affiliated Group” means (i) the Company, and (ii) all entities with whom the Company would be considered a single employer under Sections 414(b) and 414(c) of the Code, provided that in applying Section 1563(a)(1), (2), and (3) for purposes of determining a controlled group of corporations under Section 414(b) of the Code, the language “at least 50 percent” is used instead of “at least 80 percent” each place it appears in Section 1563(a)(1), (2), and (3), and in applying Treasury Regulation Section 1.414(c)-2 for purposes of determining trades or businesses (whether or not incorporated) that are under common control for purposes of Section 414(c), “at least 50 percent” is used instead of “at least 80 percent” each place it appears in that regulation. Such term shall be interpreted in a manner consistent with the definition of “service recipient” contained in Section 409A of the Code.

“Assumed Amounts” has the meaning given to such term in Section 10.1(d).

“Base Salary” means the annual base rate of cash compensation payable by the Affiliated Group to a Participant during a calendar year, excluding Incentive Compensation, bonuses, commissions, severance payments, Company Contributions, qualified plan contributions or benefits, expense reimbursements, fringe benefits and all other payments, and prior to reduction for any deferrals under this Plan or any other plan of the Affiliated Groups under Sections 125 or 401(k) of the Code. For purposes of this Plan, Base Salary payable after the last day of a calendar year solely for services performed during the final payroll period described in Section 3401(b) of the Code containing December 31 of such year shall be treated as earned during the subsequent calendar year.

“Beneficiary” or **“Beneficiaries”** means the person or persons, including one or more trusts, designated by a Participant in accordance with the Plan to receive payment of the remaining balance of the Participant’s Account in the event of the death of the Participant prior to the Participant’s receipt of the entire vested amount credited to his Account.

“Beneficiary Designation Form” means the form established from time to time by the Committee (in a paper or electronic format) that a Participant completes, signs and returns to the Committee to designate one or more Beneficiaries.

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

“Change in Control” means the occurrence of a “change in the ownership,” a “change in the effective control” or a “change in the ownership of a substantial portion of the assets” of the Company within the meaning of Section 409A of the Code.

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

“Commencement Date” has the meaning given to such term in Section 2.3.

“Committee” means the committee appointed to administer the Plan. Unless and until otherwise specified, the Committee under the Plan shall be the Company’s Benefit Plans

Administrative Committee (or its designee), as established by the Board by resolution dated October 1, 2004.

“Company” means Newell Rubbermaid Inc. and its successors, including, without limitation, the surviving corporation resulting from any merger or consolidation of Newell Rubbermaid Inc. with any other corporation, limited liability company, joint venture, partnership or other entity or entities.

“Company Contributions” has the meaning given to such term in Section 4.1.

“Company Contribution Sub-Account” means the bookkeeping Company Contribution Sub-Account maintained by the Committee on behalf of each Participant pursuant to Section 2.4.

“Deferral Election” means the Participant’s election on a form approved by the Committee to defer a portion of his Base Salary, Incentive Compensation or Director Fees in accordance with the provisions of Article III.

“Director” means any individual who is a member of the Board and who is not an employee of the Company or its Affiliated Group.

“Director Fees” means the annual cash retainer for Board and committee service, special assignment fees, meeting fees, committee chair or presiding director fees, and other cash amounts payable to a Participant for service to the Company as a Director.

“Eligible Employee” has the meaning given to such term in Section 2.1.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Incentive Compensation” means cash compensation payable pursuant to an incentive compensation or retention plan, including but not limited to an annual or long-term incentive compensation plan, whether such plan is now in effect or hereafter established by the Affiliated Group, which the Committee may designate from time to time.

“In-Service Sub-Account” means each bookkeeping In-Service Sub-Account maintained by the Committee on behalf of each Participant pursuant to Section 2.4.

“Matching Credit” means any Company Contribution designated by the Committee as a Matching Credit in accordance with Section 4.1(b).

“Newly Eligible Participant” means any Eligible Employee or Director who (i) has a Commencement Date after January 1, 2008, (ii) as of his Commencement Date, is not eligible to participate in an “aggregated plan”, and (iii) if he previously participated in the Plan or an “aggregated plan”, has either (A) received payments of all amounts previously deferred under the Plan and any “aggregated plan” as of the Commencement Date, and on or before the last payment was not eligible to continue participation in the Plan or any “aggregated plan” for periods after the last payment, or (B) regardless of whether he has received full payment of all amounts deferred under

the Plan or an “aggregated plan”, ceased to be eligible to participate in the Plan and any “aggregated plan” (other than the accrual Of earnings) for a period of at least 24 consecutive months prior to his new Commencement Date. For purposes of this definition, an “aggregated plan” is any plan that is required to be aggregated with the Plan under Section 409A of the Code. For purposes of clarity, the portion of the Plan consisting of the right to defer Base Salary, Incentive Compensation and Director Fees shall be treated as separate and apart from, and shall not aggregated with, the portion of the Plan consisting of the right to receive credits of Company Contributions.

“Participant” means any Eligible Employee or Director who (i) at any time elected to defer the receipt of Base Salary, Incentive Compensation or Director Fees in accordance with the Plan or received a credit to his Account pursuant to Section 4.1, and (ii) in conjunction with his Beneficiary, has not received a complete payment of the vested amount credited to his Account. Moreover, any individual with respect to whom Assumed Amounts are credited hereunder shall automatically participate, and be a “Participant,” in the Plan with respect to such Assumed Amounts.

“Payment Election” means the Participant’s election on a form approved by the Committee that sets forth the form of payment of the Company Contribution Account as provided in Section 4.2.

“Performance-Based Compensation” means that portion of a Participant’s Incentive Compensation the amount of which, or the entitlement to which, is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a Performance Period of at least twelve (12) consecutive months, and which satisfies the requirements for “performance-based compensation” under Section 409A of the Code, including the requirement that the performance criteria be established in writing by not later than (i) ninety (90) days after the commencement of the period of service to which the criteria relates and (ii) the date the outcome ceases to be substantially uncertain. Where a portion of an amount of Incentive Compensation would qualify as Performance-Based Compensation if the portion were the sole amount available under a designated incentive plan, that portion of the award will not fail to qualify as Performance-Based Compensation if that portion is designated separately by the Committee on the Deferral Election or is otherwise separately identifiable under the terms of the designated incentive plan, and the amount of each portion is determined independently of the other.

“Performance Period” means, with respect to any Incentive Compensation, the period of time during which such Incentive Compensation is earned.

“Plan” means this deferred compensation plan, which shall be known as the Newell Rubbermaid Inc. 2008 Deferred Compensation Plan.

“Post-2008 Participant” has the meaning given to such term in Section 4.2(d). “Prior Plan” means the Newell Rubbermaid Inc. 2002 Deferred Compensation Plan.

“Retirement Savings Credit” means any Company Contribution designated by the Committee as a Retirement Savings Credit in accordance with Section 4.1(b).

“Retirement Sub-Account” means the bookkeeping Retirement Sub-Account maintained by the Committee on behalf of each Participant pursuant to Section 2.4.

“Separation from Service” means a termination of employment or service with the Affiliated Group in such a manner as to constitute a “separation from service” as defined under Section 409A of the Code. Upon a sale or other disposition of the assets of the Company or any member of the Affiliated Group to an unrelated purchaser, the Committee reserves the right, to the extent permitted by Section 409A of the Code, to determine whether Participants providing services to the purchaser after and in connection with the purchase transaction have experienced a Separation from Service.

“SERP Cash Account Credit” means any Company Contribution designated by the Committee as a SERP Cash Account Credit in accordance with Section 4.1(b).

“SERP Cash Account Transition Credit” means any Company Contribution designated by the Committee as a SERP Cash Account Credit in accordance with Section 4.1(e).

“Sub-Account” means each bookkeeping In-Service Sub-Account, Retirement Sub-Account and Company Contribution Sub-Account maintained by the Committee on behalf of each Participant pursuant to the Plan.

“Subsequent Payment Election” has the meaning given to such term in Section 6.1(c), **“Unforeseeable Emergency”** means an “unforeseeable emergency” as defined under Section 409A of the Code.

“Years of Credited Service” has the meaning provided in the Newell Rubbermaid Supplemental Executive Retirement Plan, unless otherwise determined by the Committee.

ARTICLE II ELIGIBILITY; SUB-ACCOUNTS

2.1 Selection by Committee. Participation in the Plan is limited to (a) those employees of the Affiliated Group who are (i) expressly selected by the Board or the Committee (to the extent authorized by the Board), in its sole discretion, to participate in the Plan, and (ii) a member of a “select group of management or highly compensated employees,” within the meaning of Sections 201, 301 and 401 of ERISA (the “Eligible Employees”), and (b) Directors. In lieu of expressly selecting Eligible Employees for Plan participation, the Board or the Committee (to the extent authorized by the Board) may establish eligibility criteria (consistent with the requirements of paragraph (a)(ii) of this Section) providing for participation of all Eligible Employees who satisfy such criteria. The Board or the Committee (to the extent authorized by the Board) may at any time, in its sole discretion, change the eligibility criteria for Eligible Employees, or determine that one or more Participants will cease to be an Eligible Employee.

2.2 Enrollment Requirements. As a condition to participation, each selected Eligible Employee and each Director shall complete, execute and return to the Committee a Deferral Election, Payment Election (if applicable) and Beneficiary Designation Form no later than the date or dates specified by the Committee. In addition, the Committee may establish

from time to time such other enrollment requirements as it determines in its sole discretion are necessary.

2.3 Commencement Date

(a) Each Eligible Employee and each Director shall commence participation on the date designated by the Committee (the "Commencement Date"). If an Eligible Employee or Director has not satisfied the applicable enrollment requirements of Section 2.2 within thirty (30) days of his Commencement Date (or such earlier date as specified by the Committee), such individual's Commencement Date shall instead be the first day of the calendar year next following the date that he or she satisfies such enrollment requirements. An Eligible Employee and Director shall have no right to defer Base Salary, Director Fees or Incentive Compensation under the Plan prior to his Commencement Date.

(b) Any Eligible Employee as of January 1, 2008 with respect to whom Assumed Amounts are credited hereunder had a Commencement Date of January 1, 2008.

2.4 Sub-Accounts.

(a) Establishment. The Committee shall establish and maintain separate Retirement Sub-Accounts, Company Contribution Sub-Accounts and one or more In-Service Sub-Accounts for each Participant. The Committee, in its sole discretion, shall specify the maximum number (including zero) of permitted In-Service Sub-Accounts for each Participant. Amounts credited to a Retirement Sub-Account and Company Contribution Sub-Account shall commence to be paid to a Participant or his Beneficiary following the Participant's Separation from Service as provided in Article VI. Amounts credited to an In-Service Sub-Account shall commence to be paid in a year specified by the Participant as provided in Section 3.4(a) and Article VI below.

(b) Adjustments.

(i) A Participant's Retirement Sub-Account and In-Service Sub-Account shall be credited with deferrals of Base Salary, Incentive Compensation or Director Fees in accordance with Article III. Base Salary, Incentive Compensation or Director Fees that a Participant elects to defer shall be treated as if it were set aside in the Retirement Sub-Account or, if applicable, one or more In-Service Sub-Accounts on the date the Base Salary, Incentive Compensation or Director Fees would otherwise have been paid to the Participant.

(ii) A Participant's Company Contribution Sub-Account shall be credited with Company Contributions, if any, in accordance with Article IV. Company Contributions shall be treated as if they were set aside in the Company Contribution Sub-Account on the date specified by the Committee in its sole discretion.

(iii) A Participant's Sub-Accounts shall be credited with gains, losses and earnings as provided in Article V and shall be debited for any payments made to the Participant as provided in Article VI.

2.5 Termination.

(a) Deferrals. An individual's right to defer Base Salary, Incentive Compensation and Director Fees shall cease with respect to the calendar year (or the Performance Period, as the case may be) following the calendar year (or the Performance Period, as the case may be) in which he ceases to be an Eligible Employee or Director, although such individual shall continue to be subject to all of the terms and conditions of the Plan for as long as he remains a Participant.

(b) Company Contributions. An individual's right to receive credits of Company Contributions shall cease on the date provided by the Committee in its sole discretion.

ARTICLE III DEFERRAL ELECTIONS

3.1 New Participants.

(a) Application. This Section 3.1 applies to each Eligible Employee or Director who is a Newly Eligible Participant in the portion of the Plan relating to the right to defer Base Salary, Incentive Compensation and Director Fees and whose Commencement Date occurs after the first day of a calendar year but prior to September 1 of such calendar year (or such earlier or later date as specified by the Committee from time to time).

(b) Deferral Election. An Eligible Employee described in Section 3.1(a) may elect to defer his Base Salary earned during such calendar year or his Incentive Compensation earned during a Performance Period that commences in such calendar year, and a Director described in Section 3.1(a) may elect to defer his Director Fees earned during such calendar year, as the case may be, by filing a Deferral Election with the Committee in accordance with the following rules:

(i) *Timing; Irrevocability.* The Deferral Election must be filed with the Committee by, and shall become irrevocable as of, the thirtieth (30th) day following the Participant's Commencement Date (or such earlier date as specified by the Committee on the Deferral Election).

(ii) *Base Salary.* The Deferral Election shall only apply to Base Salary earned during such calendar year beginning with the first payroll period that begins immediately after the date that the Deferral Election becomes irrevocable in accordance with Section 3.1 (b)(i).

(iii) *Incentive Compensation.* Where a Deferral Election is made in the first year of eligibility but after the commencement of a Performance Period, then, except as

otherwise provided in Section 3.2 below, the Deferral Election shall only apply to that portion of Incentive Compensation earned for such Performance Period equal to the total amount of the Incentive Compensation earned during such Performance Period multiplied by a fraction, the numerator of which is the number of days beginning on the day immediately after the date that the Deferral Election becomes irrevocable in accordance with Section 3.1(b)(i) and ending on the last day of the Performance Period, and the denominator of which is the total number of days in the Performance Period.

(iv) *Director Fees*. The Deferral Election shall only apply to Director Fees earned after the date that the Deferral Election becomes irrevocable in accordance with Section 3.1(b)(i).

3.2 Annual Deferral Elections. Unless Section 3.1 applies, each Eligible Employee may elect to defer Base Salary for a calendar year or his Incentive Compensation for a Performance Period, and each Director may elect to defer Director Fees, as the case may be, by filing a Deferral Election with the Committee in accordance with the following rules:

(c) Base Salary. The Deferral Election with respect to Base Salary must be filed with the Committee by, and shall become irrevocable as of, December 31 (or such earlier date as specified by the Committee on the Deferral Election) of the calendar year next preceding the calendar year for which such Base Salary would otherwise be earned.

(d) Incentive Compensation. The Deferral Election with respect to Incentive Compensation must be filed with the Committee by, and shall become irrevocable as of, December 31 (or such earlier date as specified by the Committee on the Deferral Election) of the calendar year next preceding the first day of the Performance Period for which such Incentive Compensation would otherwise be earned.

(e) Performance-Based Compensation.

(i) Notwithstanding anything contained in this Section 3.2 to the contrary, and only to the extent permitted by the Committee, the Deferral Election with respect to Incentive Compensation that constitutes Performance-Based Compensation must be filed with the Committee by, and shall become irrevocable as of the date that is 6 months before the end of the applicable Performance Period (or such earlier date as specified by the Committee on the Deferral Election), provided that in no event may such Deferral Election be made after such Incentive Compensation has become “readily ascertainable” within the meaning of Section 409A of the Code.

(ii) In order to make a Deferral Election under this Section 3.2(c), the Participant must perform services continuously from the later of the beginning of the Performance Period or the date the performance criteria are established through the date a Deferral Election becomes irrevocable under this Section 3.2(c).

(iii) A Deferral Election made under this Section 3.2(c) shall not apply to any portion of the Performance-Based Compensation that is actually earned by a Participant regardless of satisfaction of the performance criteria.

(iv) To the extent permitted by the Committee, an Eligible Employee described in Section 3.1(a) shall be permitted to make a Deferral Election with respect to Performance-Based Compensation in accordance with this Section 3.2(c) provided that the Eligible Employee satisfies all of the other requirements of this Section.

(f) Director Fees. The Deferral Election with respect to Director Fees must be filed with the Committee by, and shall become irrevocable as of December 31 (or such earlier date as specified by the Committee on the Deferral Election) of the calendar year next preceding the calendar year for which such Director Fees would otherwise be earned.

3.3 Amount Deferred. A Participant shall designate on the Deferral Election the portion of his Base Salary, Incentive Compensation or, if applicable, Director Fees that is to be deferred in accordance with this Article III. Unless otherwise determined by the Committee, a Participant may defer (in 1% increments) up to 50% of his Base Salary, up to 100% of his Director Fees and up to 100% of his Incentive Compensation for any Plan Year; provided, however, that the Participant shall not be permitted to defer less than 1% of each of his Base Salary, Director Fees or Incentive Compensation during any one calendar year or Performance Period, as the case may be, and any such attempted deferral shall not be effective.

3.4 Elections as to Time and Form of Payment

(c) Time of Payment.

(v) *Allocation to Sub-Accounts.* The Deferral Election shall contain the Participant's allocation of deferrals of Base Salary, Incentive Compensation and/or Director Fees among a Retirement Sub-Account and, to the extent permitted by the Committee from time to time, one or more In-Service Sub-Accounts. A Participant may designate, on the first Deferral Election that he delivers to the Committee in which deferrals of Base Salary, Incentive Compensation or Director Fees are credited to an In-Service Sub-Account, the year in which payments will commence to be paid from that Sub-Account, which year must be at least two years after the year in which such Deferral Election becomes irrevocable. The year designated on that first Deferral Election will apply to all amounts credited to that In-Service Sub-Account under the Plan (including with respect to all subsequent calendar years) unless changed in accordance with the rules of Section 6.1(c). A Participant shall not be entitled to allocate deferrals of Base Salary, Incentive Compensation and/or Director Fees to the Company Contribution Sub-Account.

(vi) *Default.* To the extent that a Participant does not designate the Sub-Account to which deferrals of Base Salary, Incentive Compensation or Director Fees shall be credited on a Deferral Election as provided in this Section 3.4(a) (or such designation does not

comply with the terms of the Plan), such deferrals shall be credited to the Participant's Retirement Sub-Account. Any attempt to allocate deferrals of Base Salary or Incentive Compensation to an In-Service Sub-Account with a payment date that is less than two years after the year in which the Deferral Election becomes irrevocable shall be void, and such amounts shall instead be credited to the Participant's Retirement Sub-Account.

(d) Form of Payment.

(i) *Retirement Sub-Account.* A Participant may elect, on the first Deferral Election that he delivers to the Committee pursuant to which deferrals of Base Salary, Incentive Compensation or Director Fees are credited to the Retirement Sub-Account, to receive the Retirement Sub-Account in cash in a single lump sum or in a number of approximately equal annual installments over a specified period not exceeding ten years. The form of payment designated on that first Deferral Election will apply to all amounts credited to the Retirement Sub-Account under the Plan (including with respect to all subsequent calendar years) unless changed in accordance with the rules of Section 6.1(c):

(ii) *In-Service Sub-Account.* A Participant may elect, on the first Deferral Election that he delivers to the Committee in which deferrals of Base Salary, Incentive Compensation or Director Fees are credited to an In-Service Sub-Account, to receive the In-Service Sub-Account in cash in a single lump sum or in a number of approximately equal annual installments over a specified period not exceeding five years. The form of payment designated on that first Deferral Election will apply to all amounts credited to that In-Service Sub-Account under the Plan (including with respect to all subsequent calendar years) unless changed in accordance with the rules of Section 6.1(c). A Participant may choose different forms of payment for each separate In-Service Sub-Account in accordance with this Section 3.4(b).

3.5 Duration and Cancellation of Deferral Elections.

(a) Duration. Once irrevocable, a Deferral Election shall only be effective for the calendar year or Performance Period with respect to which such election was timely filed with the Committee. Notwithstanding the preceding sentence, the Committee may provide, in its sole discretion, that any Deferral Elections shall apply from calendar year to calendar year, or Performance Period to Performance Period, until terminated or modified prospectively by a Participant in accordance with the terms of Section 3.2. Such "evergreen" Deferral Elections will become effective with respect to an item of Base Salary, Incentive Compensation or Director Fees on the date such election becomes irrevocable under Section 3.2. Except as provided in Section 3.4(b), a Deferral Election, once irrevocable, cannot be cancelled during a calendar year or Performance Period.

(b) Cancellation.

(vii) The Committee may, in its sole discretion, cancel a Participant's Deferral Election where such cancellation occurs by the later of the end of the Participant's

taxable year or the 15th day of the third month following the date the Participant incurs a “disability.” For purposes of this Section 3.5(b)(i), a disability refers to any medically determinable physical or mental impairment resulting in the Participant’s inability to perform the duties of his or her position or any substantially similar position, where such impairment can be expected to result in death or can be expected to last for a continuous period of not less than six months.

(viii) The Committee may, in its sole discretion, cancel a Participant’s Deferral Election due to an Unforeseeable Emergency or a hardship distribution pursuant to Treasury Regulation Section 1.401(k)-1(d)(3).

(ix) If a Participant’s Deferral Election is cancelled with respect to a particular calendar year or Performance Period in accordance with this Section 3.5(b), he may make a new Deferral Election for a subsequent calendar year or Performance Period, as the case may be, only in accordance with Section 3.2.

3.6 Vested Interest in Deferrals. Each Participant shall at all times have a fully vested and nonforfeitable interest in his Retirement Sub-Account and his In-Service Sub- Account balance.

ARTICLE IV COMPANY CONTRIBUTIONS

4.1 Company Contributions. For each calendar year, any entity in the Affiliated Group, in its sole discretion, may, but is not required to, credit any amount it desires to any Participant’s Company Contribution Sub-Account (“Company Contributions”), subject to the following rules:

(g) The amount of Company Contributions credited to a Participant may be smaller or larger than an amount credited to any other Participant, and the amount credited to any Participant for a year may be zero even though one or more Participants receive a Company Contribution for that year.

(h) The Committee shall designate at the time a Company Contribution is credited to a Participant’s Company Contribution Sub-Account whether the credit is a SERP Cash Account Credit, SERP Cash Account Transition Credit, Retirement Savings Credit, or Matching Credit, for purposes of the vesting provisions of Section 4.3.

(i) A Participant shall become eligible to receive Matching Credits no earlier than the calendar year immediately following the calendar year in which the Payment Election becomes irrevocable as provided in Section 4.2(a).

(j) Unless provided otherwise by the Committee, a Participant shall not be entitled to receive a credit to his Company Contribution Sub-Account with respect to a calendar year unless he is employed by the Affiliated Group on the day that such amount is credited to his Company Contribution Sub-Account.

(k) The Committee may not credit Company Contributions to a Participant's Retirement Sub-Account or In-Service Sub-Accounts.

4.2 Payment Elections. Except as otherwise provided in Section 4.2(d), a Participant shall file a Payment Election for his Company Contribution Sub-Account in accordance with the following rules:

(c) *Timing; Irrevocability.* The Payment Election with respect to the Company Contribution Sub-Account shall be filed with the Committee by, and shall become irrevocable as of, December 31, 2007 (or such earlier date as specified by the Committee on the Payment Election). Once irrevocable, and except as provided in Section 10.2, a Payment Election may only be changed in accordance with Section 6.1(c).

(d) *Form of Payment.* The Participant shall designate on the Payment Election whether to receive the Company Contribution Sub-Account in cash in a single lump sum or in a number of approximately equal annual installments over a specified period not exceeding ten years. The form of payment designated on that first Payment Election will apply to all amounts credited to the Company Contribution Sub-Account under the Plan (including with respect to all subsequent calendar years) unless changed in accordance with the rules of Section 6.1(c). Notwithstanding the foregoing, any amounts credited to a Participant's Company Contribution Sub-Account pursuant to Section 4.8 of the Newell Rubbermaid Supplemental Executive Retirement Plan (or its successor), and related earnings, shall be segregated from all other amounts credited to the Company Contribution Sub-Account for bookkeeping account purposes and shall be paid in a single lump sum notwithstanding any Payment Election or Subsequent Payment Election to the contrary.

(e) *Default.* To the extent that a Participant does not designate the form of payment of a Company Contribution Sub-Account on a Payment Election as provided in Section 4.2(b) (or such designation either does not comply with the terms of the Plan), such Sub-Account shall be paid in cash in a single lump sum.

(f) *Special rules for Post-2008 Participants.* Notwithstanding anything contained in the Plan to the contrary, or any other plan, policy, practice or program, contract or agreement with the Company or the Affiliated Group (unless otherwise specifically provided therein in a specific reference to this Plan), a Participant whose Commencement Date is after December 31, 2008 (a "Post-2008 Participant") shall have no right to choose a form of payment for his Company Contribution Sub-Account. Instead, the Company

Contribution Sub-Account of a Post-2008 Participant shall be paid in cash in a single lump sum.

4.3 Vesting

(e) SERP Cash Account Credits.

(i) A Participant shall have a 100% vested interest in any SERP Cash Account Credits (and any related earnings) if the Participant is an Employee on or after January 1, 2014.

(ii) If clause (a)(i) does not apply, except as provided Sections 4.3(a)(iii) and 4.3(a)(iv), a Participant shall have a vested interest in any SERP Cash Account Credits (and any related earnings) only if he has six (6) Years of Credited Service, at which time he shall acquire a ten percent (10%) vested interest therein. Upon completion of each additional Year of Credited Service, a Participant shall acquire additional vesting in the SERP Cash Account Credits (and any related earnings) according to the following schedule:

Years of Credited Service	Vested Percentage in the SERP Cash Account Credits
5 years or less	0%
6 years but less than 7 years	10%
7 years but less than 8 years	20%
8 years but less than 9 years	30%
9 years but less than 10 years	40%
10 years but less than 11 years	50%
11 years but less than 12 years	60%
12 years but less than 13 years	70%
13 years but less than 14 years	80%
14 years but less than 15 years	90%
15 or more years	100%

(iii) If clause (a)(i) does not apply, a Participant shall become fully vested in his SERP Cash Account Credits (and any related earnings) if he remains continuously employed by the Affiliated Group until the earliest to occur of the following events: (i) the Participant's 60th birthday; (ii) the Participant's death; (iii) the Participant's "disability" (as defined in the long-term disability plan of the Affiliated Group, as applicable to the Participant, or if no such plan exists, as determined by the Committee); or (iv) a change in control (as defined in the Newell Rubbermaid Inc. 2003 Stock Plan, as amended from time to time, or its successor).

(iv) Subject to the provisions of this Section 4.3(a)(iii), a Participant shall also become fully vested in his SERP Cash Account Credits (and any related earnings) if he remains continuously and actively employed by the Affiliated Group until the date on which (i) he is at least age 55 and (ii) the sum of his whole and fractional years of age and his whole years and fractional years of “credited service” equals or ‘exceeds 75. The term “credited service” means the amount of time the Participant spent working for the Affiliated Group (including any predecessor company or business acquired by the Affiliated Group, provided he was immediately employed by the Affiliated Group), as determined by the Company. Fractional years of age and credited service shall be determined in fully completed months, measured as each continuous period of 30 days of age or credited service. Any Participant that vests in his SERP Cash Account Credits under this Section 4.3(a)(iii) must comply with the following requirements:

- (1) The Participant must execute and deliver to the Company an agreement, in a form prescribed by the Company, that he or she will not directly or indirectly, individually or on behalf of any person or entity, solicit or induce, or assist in any manner in the solicitation or inducement of: (x) employees of the Affiliated Group; (y) customers of the Affiliated Group to purchase from another person or entity products and services that compete with those offered and provided by the Affiliated Group; and (z) suppliers of the Affiliated Group to supply another ‘ person or entity providing competitive products to the exclusion or detriment of the Affiliated Group.
- (2) The Participant must execute and deliver to the Company an agreement, in a form prescribed by the Company, that he or she will not perform the same or substantially the same job duties on behalf of a business or organization that competes with the Affiliated Group.
- (3) The Participant must execute and deliver to the Company an agreement, in a form prescribed by the Company, releasing all claims against the Affiliated Group.

Each agreement described in (1), (2) and (3) above must become effective and irrevocable in accordance with its terms no later than the first business day of the seventh month following the Participant’s Separation from Service. If the Participant fails to furnish any such agreement, or if the agreement furnished by the Participant has not become effective and irrevocable by the first business day of the seventh month after the Participant’s Separation from Service, the Participant will not be entitled to any payment of the SERP Cash Account Credits that vested as provided in this Section 4.3(a)(iii).

No Participant terminated by the Company for “Cause” shall be eligible to receive the SERP Cash Account Credits that vested as provided in this Section 4.3(a)(iii). The term “Cause” means the termination of the Participant due to unsatisfactory performance or conduct detrimental to the Company, as solely determined by the Company.

(f) Retirement Savings Credits . A Participant shall have a fully vested and nonforfeitable interest in his Retirement Savings Credits (and any related earnings) if he

remains continuously employed by the Affiliated Group until the earliest to occur of the following: (i) the date that the Participant has three (3) Years of Credited Service, (ii) the Participant's death, (iii) the Participant's termination of employment due to disability (as defined in the Newell Rubbermaid 401(k) Savings and Retirement Plan), or (iv) the Participant's 65th birthday.

(g) Matching Credits. Each Participant shall at all times have a fully vested and nonforfeitable interest in his Matching Credits.

(h) Forfeiture Events for SERP Cash Account Credits and SERP Cash Account Transition Credits. Even if a Participant is vested in his SERP Cash Account Credits and SERP Cash Account Transition Credits under this Article, he shall cease to be vested, and thereafter shall not be entitled to payment of any SERP Cash Account Credits and SERP Cash Account Transition Credits (and related earnings), under any following circumstance:

(i) At any time because of any act or failure to act on his part which constitutes fraud, misappropriation, theft or embezzlement of funds of the Company or a member of the Affiliated Group or an intentional breach of fiduciary duty, including a breach of the Company or the Affiliated Group's Code of Business Conduct involving the Company or a member of the Affiliated Group.

(ii) At any time he engages in competition with, or work for another business entity in competition with, the Company or a member of the Affiliated Group in the areas that it serves.

(iii) At any time he makes any unauthorized disclosure of any trade or business secrets or privileged information acquired during his employment with the Company or any member of the Affiliated Group.

(iv) At any time he is convicted of a felony connected with his employment by the Company or any member of the Affiliated Group.

(v) At any time he made a material misrepresentation in any form or document provided by him to or for the benefit of the Company or any member of the Affiliated Group.

In the event a Participant ceases to be vested under this Section, or fails to comply with the agreements in Section 4.3(a)(iii)(1), (2) or (3), and he has received payment of SERP Cash Account Credits from the Plan (including a lump sum payment), the Participant (or, if applicable, his Beneficiary) shall repay to the Company the full amount of the SERP Cash Account Credits previously received (with interest based on the interest rate(s) under the definition of "Actuarial Assumptions" contained in the Newell Rubbermaid Supplemental Executive Retirement Plan) within 30 days of written demand by the Committee. The foregoing written demand shall contain the forfeiture event or agreement violated by the Participant, the factual circumstances supporting such

violation and his appeal rights under Section 7.3. Following repayment, the Participant may appeal the forfeiture of his SERP Cash Account Credits pursuant to Section 7.3.

(e) SERP Cash Account Transition Credits. A Participant shall have a 100% vested interest in any SERP Cash Account Transition Credits (and any related earnings) if the Participant remains continuously employed by the Affiliated Group from April 1, 2013 until the earliest to occur of the following: (i) March 31, 2016, (ii) the Participant's death, (iii) the Participant's "disability" (as defined in the long-term disability plan of the Affiliated Group, as applicable to the Participant, or if no such plan exists, as determined by the Committee), or (iv) a change in control (as defined in the Newell Rubbermaid Inc. 2003 Stock Plan, as amended from time to time, or its successor).

ARTICLE V CREDITING OF GAINS, LOSSES AND EARNINGS TO ACCOUNTS

To the extent provided by the Committee in its sole discretion, each Participant's Account will be credited with gains, losses and earnings based on investment directions made by the Participant in accordance with investment deferral crediting options and procedures established from time to time by the Committee. The Committee specifically retains the right in its sole discretion to change the investment deferral crediting options and procedures from time to time. By electing to defer any amount under the Plan (or by receiving or accepting any benefit under the Plan), each Participant acknowledges and agrees that the Affiliated Group is not and shall not be required to make any investment in connection with the Plan, nor is it required to follow the Participant's investment directions in any actual investment it may make or acquire in connection with the Plan or in determining the amount of any actual or contingent liability or obligation of the Company or any other member of the Affiliated Group thereunder or relating thereto. Any amounts credited to a Participant's Account with respect to which a Participant does not provide investment direction shall be credited with gains, losses and earnings as if such amounts were invested in an investment option to be selected by the Committee in its sole discretion.

ARTICLE VI PAYMENTS

6.1 Date of Payment of Sub-Accounts. Except as otherwise provided in this Article VI, a Participant's Sub-Accounts shall commence to be paid as follows:

(i) Retirement Sub-Account; Company Contribution Sub-Account. The amounts credited to a Participant's Retirement Sub-Account and the vested amounts credited to a Participant's Company Contribution Sub-Account shall commence to be paid in the calendar year next following the calendar year of the Participant's Separation from Service in accordance with the following rules: (i) if the Separation from Service occurs on or after January 1 of a calendar year but before July 1 of the year, then payment shall commence on the first business day of January of the calendar year next following the calendar year in which the Separation from Service occurs; and (ii) if the Separation from Service occurs on or after July 1 of a calendar year, then payment shall commence on the first business day of

July of the calendar year next following the calendar year in which the Separation from Service occurs. If a Participant Separates from Service on or after attaining age 55, then the amounts credited to his Retirement Sub-Account shall be paid in the form of payment selected by the Participant in accordance with Section 3.4(b) and the vested amounts credited to the Company Contribution Sub-Account shall be paid in the form of payment selected by the Participant in accordance with Section 4.2 (or, with respect to Post-2008 Participants, in a single lump sum as provided in Section 4.2(d)). If a Participant Separates from Service prior to attaining age 55, then the amounts credited to his Retirement Sub-Account and the vested amounts credited to his Company Contribution Sub-Account shall be paid in a single lump sum. Subject to Section 6.2, the Committee has the discretion to establish administrative procedures for designating the date within the applicable calendar year upon which payments shall commence.

(j) In-Service Sub-Account.

(i) In general, the vested amounts credited to a Participant's In-Service Sub-Account shall commence to be paid in January of the year specified by the Participant for such Sub-Account in accordance with Section 3.4(a). Each In-Service Sub-Account shall be paid in the form of payment selected by the Participant with respect to that In-Service Sub-Account in accordance with Section 3.4(b)(ii).

(ii) (If a Participant's Separation from Service occurs after payment of his In-Service Sub-Account has commenced, the remaining balance of his In-Service Sub-Account will continue to be paid to him in accordance with the payment schedule that has already commenced. If, however, a Participant's Separation from Service occurs prior to the commencement of one or more In-Service Sub-Accounts, then amounts credited to such In-Service Sub-Accounts shall immediately be transferred to the Participant's Retirement Sub-Account and payment of the transferred amounts shall thereafter be governed by the terms and conditions applicable to the Retirement Sub-Account, including, without limitation, Section 6.2.

(k) Subsequent Payment Elections. A Participant may elect on a form provided by the Committee to change the time and or form of payment with respect to one or more of his Sub-Accounts (a "Subsequent Payment Election"). The Subsequent Payment Election shall become irrevocable upon receipt by the Committee and shall be made in accordance with the following rules:

(i) *In General.* The Subsequent Payment Election may not take effect until at least twelve (12) months after the date on which it is accepted by the Committee. The Subsequent Payment Election most recently accepted by the Committee and that satisfies the requirements of this Section 6.1(c) shall govern the payout of the Sub-Accounts notwithstanding anything contained in Section 6.1(a) or (b) to the contrary.

(ii) *Retirement Sub Account; Company Contribution Sub-Account.* A Participant may make a one-time election to change the form of payment of his Retirement Sub-Account and a one-time election to change the form of payment of his Company Contribution Sub-Account to a form otherwise permitted under the Plan. Except in the event of the death or Unforeseeable Emergency of the Participant, the payment of such Sub-Account will be delayed until the fifth (5th) anniversary of the first day of the calendar year within which the Sub-Account would otherwise have been paid under the Plan if such Subsequent Payment Election had not been made (or, in the case of installment payments, which are treated as a single payment for purposes of this Section, on the fifth (5th) anniversary of the first day of the calendar year within which the first installment payment was scheduled to be made).

(iii) *In-Service Sub-Account.* A Participant may make one or more elections to delay the payment date or change the form of payment of one or more In-Service Sub-Account(s) to a payment date or form permitted for In-Service Sub-Accounts under the Plan. Such Subsequent Payment Election must be filed with the Committee at least twelve (12) months prior to the first day of the calendar year within which the Sub-Account would otherwise have been paid under the Plan (or, in the case of installment payments, at least twelve (12) months from the first day of the calendar year within which the first installment payment was scheduled to be made). On such Subsequent Payment Election, the Participant must delay the payment date for a period of at least five (5) years after the first day of the calendar year within which the Sub-Account would otherwise have been paid under the Plan (or, in the case of installment payments, at least five (5) years from the first day of the calendar year within which the first installment payment was scheduled to be made).

(iv) *Acceleration Prohibited.* The Committee shall disregard any Subsequent Payment Election by a Participant to the extent such election would result in an acceleration of the time or schedule of any payment or amount scheduled to be paid under the Plan within the meaning of Section 409A of the Code.

(l) Calculation of Installment Payments. In the event that a Sub-Account is paid in installments: (i) the first installment shall commence on the date specified in Section 6.1 (subject to Section 6.2), and each subsequent installment shall be paid on the commencement anniversary date until the Sub-Account has been fully paid; (ii) the amount of each installment shall equal the quotient obtained by dividing the Participant's vested Sub-Account balance as of the end of the month immediately preceding the month of such installment payment by the number of installment payments remaining to be paid at the time of the calculation; and (iii) the amount of such Sub-Account remaining unpaid shall continue to be credited with gains, losses and earnings as provided in Article V. By way of example, if the Participant elects to receive payments of a Sub-Account in equal annual installments over a period of ten (10) years, the first payment shall equal 1/10 of the vested Sub-Account balance, calculated as described in this Section 6.1(d). The following year, the payment shall be 1/9 of the vested Sub-Account balance, calculated as described in this Section 6.1(d). Notwithstanding the foregoing, in the event that a Sub-Account is paid in installments and the balance of the remaining amounts to be paid in installments falls below \$25,000 (as of the date that the installment payments commence to be paid or on any measurement date

thereafter as set forth in (ii) above), then the remaining installments shall be paid to the Participant in a single lump sum within 30 days.

6.2 Mandatory Six-Month Delay. Except as otherwise provided in Sections 6.6(a), 6.6(b) and 6.6(c), in no event may payments from a Retirement Sub-Account or Company Contribution Sub-Account commence prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, upon the Participant's death).

6.3 Death of Participant.

(a) Each Participant shall file a Beneficiary Designation Form with the Committee at the time the Participant files an initial Deferral Election. A Participant's Beneficiary Designation Form may be changed at any time prior to his death by the execution and delivery of a new Beneficiary Designation Form. The Beneficiary Designation Form on file with the Committee that bears the latest date at the time of the Participant's death shall govern. If a Participant fails to properly designate a Beneficiary in accordance with this Section 6.3(a), then his Beneficiary shall be his estate.

(b) In the event of the Participant's death, the remaining amount of the Participant's vested Sub-Accounts shall be paid to the Beneficiary or Beneficiaries designated on a Beneficiary Designation Form, in accordance with the following rules: (i) if a Participant dies after payment of a Sub-Account has commenced, the remaining balance of such Sub-Account will continue to be paid to his Beneficiary or Beneficiaries in accordance with the payment schedule that has already commenced; and (ii) if a Participant dies before payments from a Sub-Account have commenced, such Sub-Account will be paid to his Beneficiary or Beneficiaries in accordance with the rules of Section 6.1.

6.4 Change in Control. Notwithstanding any Payment Election to the contrary, if a Change in Control occurs and a Participant incurs a Separation from Service during the period beginning on the date of the Change in Control and ending on the second anniversary of the Change in Control, then the remaining amount of the Participant's vested Account shall be paid to the Participant or his Beneficiary in a single lump sum on the first business day of the seventh month following the Participant's Separation from Service (or if earlier, upon the Participant's death),

6.5 Withdrawal Due to Unforeseeable Emergency. A Participant shall have the right to request, on a form provided by the Committee, an accelerated payment of all or a portion of his Account in a lump sum if he experiences an Unforeseeable Emergency. The Committee shall have the sole discretion to determine whether to grant such a request and the amount to be paid pursuant to such request.

(a) Determination of Unforeseeable Emergency. Whether a Participant is faced with an unforeseeable emergency permitting a payment under this Section 6.5 is to be determined based on the relevant facts and circumstances of each case, but, in any case, a payment on account of an Unforeseeable Emergency may not be made to the extent that such

emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of deferrals under the Plan. Payments because of an Unforeseeable Emergency must be limited to the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the payment). Determinations of amounts reasonably necessary to satisfy the emergency need must take into account any additional compensation that is available if the Plan provides for cancellation of a Deferral Election upon a payment due to an Unforeseeable Emergency. However, the determination of amounts reasonably necessary to satisfy the emergency need is not required to take into account any additional compensation that due to the Unforeseeable Emergency is available under another nonqualified deferred compensation plan but has not actually been paid, or that is available due to the Unforeseeable Emergency under another plan that would provide for deferred compensation except due to the application of the effective date provisions of Section 409A of the Code.

(b) Payment of Account. Payment shall be made within thirty (30) days following the determination by the Committee that a withdrawal will be permitted under this Section 6.5, or such later date *as* may be required under Section 6.2.

6.6 Discretionary Acceleration of Payments. To the extent permitted by Section 409A of the Code, the Committee may, in its sole discretion, accelerate the time or schedule of a payment under the Plan as provided in this Section. The provisions of this Section are intended to comply with the exception to accelerated payments under Treasury Regulation Section 1.409A-3(j) and shall be interpreted and administered accordingly.

(a) Domestic Relations Orders. The Committee may, in its sole discretion, accelerate the time or schedule of a payment under the Plan to an individual other than the Participant as may be necessary to fulfill a domestic relations order (as defined in Section 414(p)(1)(B) of the Code).

(b) Conflicts of Interest. The Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to the extent necessary for any Federal officer or employee in the executive branch to comply with an ethics agreement with the Federal government. Additionally, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to the extent reasonably necessary to avoid the violation of an applicable Federal, state, local, or foreign ethics law or conflicts of interest law (including where such payment is reasonably necessary to permit the Participant to participate in activities in the normal course of his or her position in which the Participant would otherwise not be able to participate under an applicable rule).

(c) Employment Taxes. The Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to pay the Federal Insurance Contributions Act (FICA) tax imposed under Sections 3101, 3121(a), and 3121(v)(2) of the Code,

or the Railroad Retirement Act (RRTA) tax imposed under Sections 3201, 3211, 3231(e)(1), and 3231(e)(8) of the Code, where applicable, on compensation deferred under the Plan (the FICA or RRTA amount). Additionally, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment, to pay the income tax at source on wages imposed under Section 3401 of the Code or the corresponding withholding provisions of applicable state, local, or foreign tax laws as a result of the payment of the FICA or RRTA amount, and to pay the additional income tax at source on wages attributable to the pyramiding Section 3401 of the Code wages and taxes. However, the total payment under this acceleration provision must not exceed the aggregate of the FICA or RRTA amount, and the income tax withholding related to such FICA or RRTA amount.

(d) Limited Cash-Outs. Subject to Section 6.2, the Committee may, in its sole discretion, require a mandatory lump sum payment of amounts deferred under the Plan that do not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code, provided that the payment results in the termination and liquidation of the entirety of the Participant's interest under the Plan, including all agreements, methods, programs, or other arrangements with respect to which deferrals of compensation are treated as having been deferred under a single nonqualified deferred compensation plan under Section 409A of the Code.

(e) Payment Upon Income Inclusion Under Section 409A. Subject to Section 6.2, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan at any time the Plan fails to meet the requirements of Section 409A of the Code. The payment may not exceed the amount required to be included in income as a result of the failure to comply with the requirements of Section 409A of the Code.

(f) Certain Payments to Avoid a Nonallocation Year Under Section 409(p). Subject to Section 6.2, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to prevent the occurrence of a nonallocation year (within the meaning of Section 409(p)(3) of the Code) in the plan year of an employee stock ownership plan next following the plan year in which such payment is made, provided that the amount paid may not exceed 125 percent of the minimum amount of payment necessary to avoid the occurrence of a nonallocation year.

(g) Payment of State, Local, or Foreign Taxes. Subject to Section 6.2, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to reflect payment of state, local, or foreign tax obligations arising from participation in the Plan that apply to an amount deferred under the Plan before the amount is paid or made available to the participant (the state, local, or foreign tax amount). Such payment may not exceed the amount of such taxes due as a result of participation in the Plan. The payment may be made in the form of withholding pursuant to provisions of applicable state, local, or foreign law or by payment directly to the Participant. Additionally, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to pay the income tax at source on wages imposed under Section 3401 of the Code as a result of such payment and to

pay the additional income tax at source on wages imposed under Section 3401 of the Code attributable to such additional wages and taxes. However, the total payment under this acceleration provision must not exceed the aggregate of the state, local, and foreign tax amount, and the income tax withholding related to such state, local, and foreign tax amount.

(h) Certain Offsets. Subject to Section 6.2, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan as satisfaction of a debt of the Participant to the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code), where such debt is incurred in the ordinary course of the service relationship between the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) and the Participant, the entire amount of reduction in any of the taxable years of the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) does not exceed \$5,000, and the reduction is made at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.

(i) Bona Fide Disputes as to a Right to a Payment. Subject to Section 6.2, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan where such payments occur as part of a settlement between the Participant and the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) of an arm's length, bona fide dispute as to the Participant's right to the deferred amount.

(j) Plan Terminations and Liquidations. Subject to Section 6.2, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan as provided in Section 8.2.

(k) Other Events and Conditions. Subject to Section 6.2, a payment may be accelerated upon such other events and conditions as the Internal Revenue Service may prescribe in generally applicable guidance published in the Internal Revenue Bulletin.

Except as otherwise specifically provided in this Plan, including but not limited to Section 3.5(b), Section 6.1(c), this Section 6.6 and Section 8.2, the Committee may not accelerate the time or schedule of any payment or amount scheduled to be paid under the Plan within the meaning of Section 409A of the Code.

6.7 Delay of Payments. To the extent permitted under Section 409A of the Code, the Committee may, in its sole discretion, delay payment under any of the following circumstances, provided that the Committee treats all payments to similarly situated Participants on a reasonably consistent basis:

(a) Payments Subject to Section 162(m). A payment may be delayed to the extent that the Committee reasonably anticipates that if the payment were made as scheduled, the Company's deduction with respect to such payment would not be permitted due to the

application of Section 162(m) of the Code. If a payment is delayed pursuant to this Section 6.7(a), then the payment must be made either (i) during the Company's first taxable year in which the Committee reasonably anticipates, or should reasonably anticipate, that if the payment is made during such year, the deduction of such payment will not be barred by application of Section 162(m) of the Code, or (ii) during the period beginning with the first business day of the seventh month following the Participant's Separation from Service (the "six month anniversary") and ending on the later of (x) the last day of the taxable year of the Company in which the six month anniversary occurs or (y) the 15th day of the third month following the six month anniversary. Where any scheduled payment to a specific Participant in a Company's taxable year is delayed in accordance with this paragraph, all scheduled payments to that Participant that could be delayed in accordance with this paragraph must also be delayed. The Committee may not provide the Participant an election with respect to the timing of the payment under this Section 6.7(a). For purposes of this Section 6.7(a), the term Company includes any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code.

(b) Federal Securities Laws or Other Applicable Law. A Payment may be delayed where the Committee reasonably anticipates that the making of the payment will violate federal securities laws or other applicable law; provided that the delayed payment is made at the earliest date at which the Committee reasonably anticipates that the making of the payment will not cause such violation. For purposes of the preceding sentence, the making of a payment that would cause inclusion in gross income or the application of any penalty provision or other provision of the Code is not treated as a violation of applicable law.

(c) Other Events and Conditions. A payment may be delayed upon such other events and conditions as the Internal Revenue Service may prescribe in generally applicable guidance published in the Internal Revenue Bulletin.

6.8 Actual Date of Payment. To the extent permitted by Section 409A of the Code, the Committee may delay payment in the event that it is administratively possible to make payment on the date (or within the periods) specified in this Article VI, or the making of the payment would jeopardize the ability of the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) to continue as a going concern. Notwithstanding the foregoing, payment must be made no later than the latest possible date permitted under Section 409A of the Code.

6.9 Discharge of Obligations. The payment to a Participant or his Beneficiary of a his Sub-Account in a single lump sum or the number of installments elected by the Participant pursuant to this Article VI shall discharge all obligations of the Affiliated Group to such Participant or Beneficiary under the Plan with respect to that Sub-Account.

ARTICLE VII ADMINISTRATION

7.1 General. The Company, through the Committee, shall be responsible for the general administration of the Plan and for carrying out the provisions hereof. In general, the Committee shall have the full power, discretion and authority to carry out the provisions of the Plan; in particular, the Committee shall have full discretion to (a) interpret all provisions of the Plan, (b) resolve all questions relating to eligibility for participation in the Plan and the amount in the Account of any Participant and all questions pertaining to claims for benefits and procedures for claim review, (c) resolve all other questions arising under the Plan, including any factual questions and questions of construction, (d) determine all claims for benefits, and (e) take such further action as the Company shall deem advisable in the administration of the Plan. The actions taken-and the decisions made by the Committee hereunder shall be final, conclusive, and binding on all persons, including the Company, its shareholders, the other members of the Affiliated Group, employees, Participants, and their estates and Beneficiaries.

7.2 Compliance with Section 409A of the Code.

(c) It is intended that the Plan comply with the provisions of Section 409A of the Code, so as to prevent the inclusion in gross income of any amounts deferred hereunder in a taxable year that is prior to the taxable year or years in which such amounts would otherwise actually be paid or made available to Participants or Beneficiaries. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Committee shall not take any action that would be inconsistent with such intent.

(d) Although the Committee shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of deferrals under this Plan is not warranted or guaranteed, Neither the Company, the other members of the Affiliated Group, the Board, nor the Committee (nor its designee) shall be held liable for any taxes, interest, penalties or other monetary amounts owed by any Participant, Beneficiary or other taxpayer as a result of the Plan.

(e) Any reference in this Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section 409A by the U.S. Department of Treasury or the Internal Revenue Service. For purposes of the Plan, the phrase "permitted by Section 409A of the Code," or words or phrases of similar import, shall mean that the event or circumstance shall only be permitted to the extent it would not cause an amount deferred or payable under the Plan to be includible in the gross income of a Participant or Beneficiary under Section 409A(a)(1) of the Code.

7.3 Claims Procedure.

(a) Any Participant or Beneficiary (a "Claimant") who believes that he is entitled to a benefit under the Plan which he has not received may submit a claim to the Committee. Claims for benefits under this Plan shall be made in writing, signed by the Claimant or his authorized representative, and must specify the basis of the Claimant's complaint and the

facts upon which he relies in making such claim. A claim shall be deemed filed when received by the Committee.

(b) In the event a claim for benefits is wholly or partially denied by the Committee, the Committee shall notify the Claimant in writing of the denial of the claim within a reasonable period of time, but not later than ninety (90) days after receipt of the claim, unless special circumstances require an extension of time for processing, in which case the ninety (90) day period may be extended to 180 days. The Committee shall notify the Claimant in writing of any such extension. A notice of denial shall be written in a manner reasonably calculated to be understood by the Claimant, and shall contain (a) the specific reason or reasons for denial of the claim; (b) a specific reference to the pertinent Plan provisions upon which the denial is based; (c) a description of any additional material or information necessary for the Claimant to perfect the claim, together with an explanation of why such material or information is necessary; and (d) an explanation of the Plan's review procedure.

(c) Within sixty (60) days of the receipt by the Claimant of the written notice of denial of the claim, the Claimant may appeal by filing with the Committee a written request for a full and fair review of the denial of the Claimant's claim for benefits. Appeal requests under this Plan shall be made in writing, signed by the Claimant or his authorized representative, and must specify the basis of the Claimant's complaint and the facts upon which he relies in making such appeal. An appeal request shall be deemed filed when received by the Committee.

(d) The Committee shall render a decision on the claim appeal promptly, but not later than sixty (60) days after the receipt of the Claimant's request for review, unless special circumstances (such as the need to hold a hearing, if necessary), require an extension of time for processing, in which case the sixty (60) day period may be extended to 120 days. The Committee shall notify the Claimant in writing of any such extension. The decision upon review shall be written in a manner reasonably calculated to be understood by the Claimant, and shall contain (a) the specific reason or reasons for denial of the claim; (b) a specific reference to the pertinent Plan provisions upon which the denial is based; (c) a statement that the Claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits; and (d) a statement of the Claimant's right to bring an action under Section 502(a) of ERISA, if the adverse benefit determination is sustained on appeal.

(e) No lawsuit by a Claimant may be filed prior to exhausting the Plan's administrative appeal process. Any lawsuit must be filed no later than the earlier of one year after the Claimant's claim for benefit was denied or the date the cause of action first arose.

ARTICLE VIII AMENDMENT AND TERMINATION

8.1 Amendment. The Company reserves the right to amend, terminate or freeze the Plan, **in** whole or in part, at any time by action of the Board. Moreover, the Committee may amend the Plan at any time in its sole discretion to ensure that the Plan complies with the requirements of Section 409A of the Code or other applicable law; provided, however, that such amendments, in the aggregate, may not materially increase the benefit costs of the Plan to the Company. In no event shall any such action by the Board or Committee adversely affect any Participant or Beneficiary who has an Account (to the extent vested), or result in any change in the timing or manner of payment of the amount of any Account (except as otherwise permitted under the Plan), without the consent of the Participant or Beneficiary, unless the Board or the Committee, as the case may be, determines in good faith that such action is necessary to ensure compliance with Section 409A of the Code. To the extent permitted by Section 409A of the Code, the Committee may, in its sole discretion, modify the rules applicable to Deferral Elections, Payment Elections and Subsequent Payment Elections to the extent necessary to satisfy the requirements of the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended, 38 U.S.C. 4301-4334.

8.2 Payments Upon Termination of Plan. In the event that the Plan is terminated, the vested amounts allocated to a Participant's Sub-Accounts shall be distributed to the Participant or his Beneficiary on the dates on which the Participant or his Beneficiary would otherwise receive payments hereunder without regard to the termination of the Plan. Notwithstanding the preceding sentence, and to the extent permitted under Section 409A of the Code, the Company, by action taken by its Board or its designee, may terminate the Plan and accelerate the payment of the vested Account subject to the following conditions and Section 6.2:

(f) Company's Discretion. The termination does not occur "proximate to a downturn in the financial health" of the Company (within the meaning of Treasury Regulation Section 1.409A-3(j)(4)(ix)), and all other arrangements required to be aggregated with the Plan under Section 409A of the Code are also terminated and liquidated. In such event, the entire vested Account shall be paid at the time and pursuant to the schedule specified by the Committee, so long as all payments are required to be made no earlier than twelve (12) months, and no later than twenty-four (24) months, after the date the Board or its designee irrevocably approves the termination of the Plan. Notwithstanding the foregoing, any payment that would otherwise be paid pursuant to the terms of the Plan prior to the twelve (12) month anniversary of the date that the Board or its designee irrevocably approves the termination shall continue to be paid in accordance with the terms of the Plan. If the Plan is terminated pursuant to this Section 8.2(a), the Company shall be prohibited from adopting a new plan or arrangement that would be aggregated with this Plan under Section 409A of the Code within three (3) years following the date that the Board or its designee irrevocably approves the determination and liquidation of the Plan.

(g) Change in Control. The termination occurs pursuant to an irrevocable action of the Board or its designee that is taken within the thirty (30) days preceding or the twelve (12) months following a Change in Control, and all other plans sponsored by the Company (determined immediately after the Change in Control) that are required to be

aggregated with this Plan under Section 409A of the Code are also terminated with respect to each participant therein who experienced the Change in Control (“Change in Control Participant”). In such event, the vested Account of each Participant under the Plan and each Change in Control Participant under all aggregated plans shall be paid at the time and pursuant to the schedule specified by the Committee, so long as all payments are required to be made no later than twelve (12) months after the date that the Board or its designee irrevocably approves the termination.

(h) Dissolution: Bankruptcy Court Order. The termination occurs within twelve (12) months after a corporate dissolution taxed under Section 331 of the Code, or with the approval of a bankruptcy court pursuant to 11 U.S.C. §503(b)(1)(A). In such event, the vested Account of each Participant shall be paid at the time and pursuant to the schedule specified by the Committee, so long as all payments are required to be made by the latest of: (A) the end of the calendar year in which the Plan termination occurs, (B) the first calendar year in which the amount is no longer subject to a substantial risk of forfeiture, or (C) the first calendar year in which payment is administratively practicable.

(i) Transition Relief. The termination occurs during calendar year 2008 pursuant to the terms and conditions of the transition relief set forth in Notice 2007-86 and the applicable proposed and final Treasury Regulations issued under Section 409A of the Code. In such event, the vested Account of each Participant shall be paid at the time and pursuant to the schedule specified by the Committee, subject to the following rules: (i) any payment that would otherwise be paid during 2008 pursuant to the terms of the Plan shall be paid in accordance with such terms, and (ii) any payment that would otherwise be paid after 2009 pursuant to the terms of the Plan shall not be accelerated into 2008.

(j) Other Events. The termination occurs upon such other events and conditions as the Internal Revenue Service may prescribe in generally applicable guidance published in the Internal Revenue Bulletin.

The provisions of paragraphs (a), (b), (c) and (e) of this Section 8.2 are intended to comply with the exception to accelerated payments under Treasury Regulation Section 1.409A-3(j)(4)(ix) and shall be interpreted and administered accordingly. The term “Company” as used in paragraphs (a) and (b) of this Section 8.2 shall include the Company and any entity which would be considered to be a single employer with the Company under Code Sections 414(b) or Section 414(c).

ARTICLE IX MISCELLANEOUS

9.1 Non-alienation of Deferred Compensation. Except as permitted by the Plan, no right or interest under the Plan of any Participant or Beneficiary shall, without the written consent of the Company, be (i) assignable or transferable in any manner, (ii) subject to alienation, anticipation, sale, pledge, encumbrance, attachment, garnishment or other legal process or (iii) in any manner liable for or subject to the debts or liabilities of the Participant or Beneficiary. Notwithstanding the foregoing, to the extent permitted by Section 409A of the Code and subject

to Section 6.6(a), the Committee shall honor a judgment, order or decree from a state domestic relations court which requires the payment of part or all of a Participant's or Beneficiary's interest under this Plan to an "alternate payee" as defined in Section 414(p) of the Code.

9.2 Participation by Employees of Affiliated Group Members. Any member of the Affiliated Group may, by action of its board of directors or equivalent governing body and with the consent of the Company's Board of Directors, adopt the Plan; provided that the Company's Board of Directors may waive the requirement that such board of directors or equivalent governing body effect such adoption. By its adoption of or participation in the Plan, the adopting member of the Affiliated Group shall be deemed to appoint the Company its exclusive agent to exercise on its behalf all of the power and authority conferred by the Plan upon the Company and accept the delegation to the Committee of all the power and authority conferred upon it by the Plan. The authority of the Company to act as such agent shall continue until the Plan is terminated as to the participating affiliate. An Eligible Employee who is • employed by a member of the Affiliated Group and who elects to participate in the Plan shall participate on the same basis as an Eligible Employee of the Company. The Account of a Participant employed by a participating member of the Affiliated Group shall be paid in accordance with the Plan solely by such member to the extent attributable to Base Salary, Incentive Compensation or Director Fees that would have been paid by such participating member in the absence of deferral pursuant to the Plan, unless the Board otherwise determines that the Company shall be the obligor.

9.3 Interest of Participant.

(l) The obligation of the Company and any other participating member of the Affiliated Group under the Plan to make payment of amounts reflected in an Account merely constitutes the unsecured promise of the Company (or, if applicable, the participating members of the Affiliated Group) to make payments from their general assets and no Participant or Beneficiary shall have any interest in, or a lien or prior claim upon, any property of the Affiliated Group. Nothing in the Plan shall be construed as guaranteeing future employment to Eligible Employees. It is the intention of the Affiliated Group that the Plan be unfunded for tax purposes and for purposes of Title I of ERISA. The Company may create a trust to hold funds to be used in payment of its and the Affiliated Group's obligations under the Plan, and may fund such trust; provided, however, that any funds contained therein shall remain liable for the claims of the general creditors of the Company and the other participating members of the Affiliated Group.

(m) In the event that, in the sole discretion of the Committee, the Company and/or the other members of the Affiliated Group purchases an insurance policy or policies insuring the life of any Participant (or any other property) to allow the Company and/or the other members of the Affiliated Group to recover the cost of providing the benefits, in whole or in part, hereunder, neither the Participants nor their Beneficiaries or other distributees shall have nor acquire any rights whatsoever therein or in the proceeds Therefr6m. The Company and/or the other members of the Affiliated Group shall be the sole owner and beneficiary of any such policy or policies and, as such,

shall possess and may exercise all incidents of ownership therein. A Participant's participation in the underwriting or other steps necessary to acquire such policy or policies may be required by the Company and, if required, shall not be a suggestion of any beneficial interest in such policy or policies to such Participant or any other person.

9.4 Claims of Other Persons. The provisions of the Plan shall in no event be construed as giving any other person, firm or corporation any legal or equitable right as against the Affiliated Group or the officers, employees or directors of the Affiliated Group, except any such rights as are specifically provided for in the Plan or are hereafter created in accordance with the terms and provisions of the Plan.

9.5 Severability. The invalidity and unenforceability of any particular provision of the Plan shall not affect any other provision hereof, and the Plan shall be construed in all respects as if such invalid or unenforceable provision were omitted.

9.6 Governing Law. Except to the extent preempted by federal law, the provisions of the Plan shall be governed and construed in accordance with the laws of the State of Delaware.

9.7 Relationship to Other Plans. The Plan is intended to serve the purposes of and to be consistent with any incentive compensation plan approved by the Committee for purposes of the Plan.

9.8 Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business and/or assets of the Company expressly to assume this Plan. This Plan shall be binding upon and inure to the benefit of the Company and any successor of or to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company whether by sale, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Plan), and the heirs, beneficiaries, executors and administrators of each Participant.

9.9 Withholding of Taxes. Subject to Section 6.6, to the extent required by the law in effect at the time payments are made, the Affiliated Group may withhold or cause to be withheld from any amounts deferred or payable under the Plan all federal, state, local and other taxes as shall be legally required. The Affiliated Group shall have the right in its sole discretion to (i) require a Participant to pay or provide for payment of the amount of any taxes that the Affiliated Group may be required to withhold with respect to amounts that the Company credits to a Participant's Account or (ii) deduct from any amount of salary, bonus, incentive compensation or other payment otherwise payable in cash to the Participant the amount of any taxes that the Company may be required to withhold with respect to amounts that the Company credits to a Participant's Account.

9.10 Electronic or Other Media. Notwithstanding any other provision of the Plan to the contrary, including any provision that requires the use of a written instrument, the Committee may establish procedures for the use of electronic or m and transactions between the Plan or the Committee and Participants and Beneficiaries. Electronic or other media may include, but are not limited to, e-mail, the Internet, intranet systems and automated telephonic response systems.

9.11 Headings; Interpretation. Headings in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof Unless the context clearly requires otherwise, the masculine pronoun wherever used herein shall be construed to include the feminine pronoun.

9.12 Participants Deemed to Accept Plan. By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and any action taken under the Plan by the Board, the Committee or the Company or the other members of the Affiliated Group, in any case in accordance with the terms and conditions of the Plan.

ARTICLE X PRIOR PLAN AND TRANSITION RULES

10.1 Prior Plan.

(c) Any “amounts deferred” (within the meaning of Section 409A of the Code) in taxable years beginning before January 1, 2005 and credited to either a retirement sub-account or an in-service sub-account under the Prior Plan, and any earnings thereon, shall be governed by the terms of the Prior Plan as in effect on October 3, 2004, and it is intended that such amounts and any earnings thereon be exempt from the application of Section 409A of the Code. Immediately prior to the January 1, 2008, the Prior Plan was frozen, and neither the Company, its Affiliated Group nor any individual shall make or permit to be made any additional contributions or deferrals under the Prior Plan (other than earnings) on or after January 1, 2008. Nothing contained herein is intended to materially enhance a benefit or right existing under the Prior Plan as of October 3, 2004 or add a new material benefit or right to such Prior Plan.

(d) Any “amounts deferred” (within the meaning of Section 409A of the Code) in taxable years beginning on or after January 1, 2005 and credited to either a retirement sub-account or an in-service sub-account under the Prior Plan, and any earnings thereon, shall be governed by the terms and conditions of the Plan, and it is intended that such amounts and any earnings thereon be subject to the application of Section 409A of the Code.

(e) Any amounts credited to a SERP cash sub-account under the Prior Plan (regardless of when credited), and any earnings thereon, shall be governed by the terms and

conditions of the Plan and considered SERP Cash Account credits for purposes of the vesting provisions of Section 4.3. It is intended that such amounts and any earnings thereon be subject to the application of Section 409A of the Code.

(f) The amounts described in Sections 10.1(b) and (c) shall be the Assumed Amounts. The Committee shall transfer all of the Assumed Amounts from the Prior Plan to this Plan and credit those amounts to the appropriate Sub-Accounts under this Plan, as selected by the Committee in its sole discretion, on or before December 31, 2007. As a result of such transfer and crediting, all of the Company's obligations and Participant's rights with respect to the Assumed Amounts under the Prior Plan shall automatically be extinguished and become obligations and rights under this Plan without further action.

10.2 Transition Relief for Payment Elections. A Participant designated by the Committee may, no later than a date specified by the Committee (provided that such date occurs no later than December 31, 2008) elect on a form provided by the Committee to (i) change the date of payment of his Sub-Accounts to a date otherwise permitted for that Sub-Account under the Plan; or (ii) change the form of payment of his Sub-Accounts to a form of payment otherwise permitted for that Sub-Account under the Plan, without complying with the special timing requirements of Section 6.1(c). The Committee may also take any action that it deems necessary, in its sole discretion, to amend prior Payment Elections of a Participant, without the Participant's consent, to conform such elections to the terms of this Plan. A Participant designated by the Committee may, no later than a date specified by the Committee (provided that such date occurs no later than December 31, 2008) elect on a form provided by the Committee to defer any Incentive Compensation designated by the Committee in its sole discretion without complying with the special timing requirements for Deferral Elections under Article III. Any change or election described in this Section 10.2 shall be subject to such terms and conditions as the Committee may specify in its sole discretion. This Section 10.2 is intended to comply with the requirements of Notice 2007-86 and the applicable proposed and final Treasury Regulations issued under Section 409A of the Code and shall be interpreted in a manner consistent with such intent.

* * *

NEWELL RUBBERMAID INC.

By: /s/ James M. Sweet Date August 5, 2013

Title: Executive Vice President – Human Resources

- 31 -

**FIRST AMENDMENT
TO THE
NEWELL RUBBERMAID SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
(As Amended and Restated January 1, 2008)**

WHEREAS, Newell Rubbermaid Inc. (the “Company”) maintains the Newell Rubbermaid Supplemental Executive Retirement Plan (the “Traditional SERP”) to provide certain supplemental pension benefits to certain executives hired prior January 1, 2007; and

WHEREAS, the “Company also maintains the Newell Rubbermaid Inc. 2008 Deferred Compensation Plan (the “2008 DCP”) to provide under a defined contribution plan design, supplemental deferred compensation to certain executives, including most of the Participants in the Traditional SERP; and

WHEREAS, Section 12.1 of the Traditional SERP reserves the right to the Company to amend the Traditional SERP, subject to certain restrictions described therein; and

WHEREAS, Board of Directors of the Company has an approved amendment of the Traditional SERP to substantially restrict or freeze future accruals of benefits thereunder and also has approved certain amendments related to the 2008 DCP;

NOW, THEREFORE, the Company hereby amends the Traditional SERP in the following respects, effective March 31, 2013:

I. Section 4.2 of the Traditional SERP is hereby amended and restated as follows:

4.2 Final Average Monthly Pay. For purposes of this Article, a Participant’s “Final Average Monthly Pay” is the sum of his Annual Compensation (as defined herein) during the five consecutive calendar years in which his Annual Compensation was the highest, divided by 60 months. If the Participant has not been employed with the Company and Participating Affiliates for five full calendar years, his Final Average Monthly Pay is the monthly average of his Annual Compensation while employed with the Company and Participating Affiliates. For purposes of this Section:

(a) Annual Compensation. A Participant’s “Annual Compensation” is his base salary and bonus from the Company and Participating Affiliates paid during a calendar year (including any years prior to his participation in the Plan or 2004 Plan). The Participant’s Annual Compensation, therefore, is not reduced by any elective contributions from his base salary or bonus made under the Newell Rubbermaid 401(k) Savings and Retirement Plan, 2008 Deferred Compensation Plan, 2002 Deferred Compensation Plan or any Code Section 125 plan maintained by the Company or a Participating Affiliate. Notwithstanding the foregoing or any contrary provisions of this Plan, no base salary or bonus of a Participant shall be considered if it is paid after March 31, 2013, even if it was earned for services

rendered on or before March 31, 2013, unless as of April 1, 2013, the Participant was a Participant in this Plan and had attained age 60.

- (b) Cash Bonus Plan. For purposes of subsection (a), a Participant's "bonus" is the actual amount of a bonus paid to him under a cash bonus plan or program of the Company or a Participating Affiliate. However, effective for a Participant whose initial employment date with the Company or a Participating Affiliate precedes January 1, 2006 and with respect to a bonus paid to him in any year beginning on or after January 1, 2007, his "bonus" shall be the amount of the bonus which would have been paid to him in such year if the bonus formula in effect for calendar year 2005 with respect to his current job classification under the Newell Rubbermaid Inc. Management Cash Bonus Plan or such other cash bonus plan or program of the Company or Participating Affiliate which was or would be applicable to him (for purposes of this Section, a "Cash Bonus Plan") was applied to determine the bonus paid to him in such year, as determined by the Company.
- (c) Transition Stock Awards. Notwithstanding subsection (a), a Participant's "base salary and bonus" in any event shall not include restricted stock awards made in 2005 and 2006 under the Newell Rubbermaid Inc. Long-Term Incentive Plan in connection with the reduction of his target bonus opportunity under a Cash Bonus Plan.

II. Section 4.4 of the Traditional SERP is hereby amended and restated as follows:

- 4.4 Pension Plan Benefit. For purposes of this Article, a Participant's "Pension Plan Benefit" means the monthly amount that is or would be payable to the Participant under the Pension Plan, based on the following:
- (a) The calculation shall be determined using the benefit formula(s) in effect under the Pension Plan as of December 31, 2004, and as applicable or would be applicable to the Participant if the Pension Plan had not suspended future benefit accruals and new participants effective December 31, 2004 (as such benefit formula(s) are incorporated herein by reference).
 - (b) The calculation shall not consider the Participant's period of employment and compensation earned after March 31, 2013, unless as of April 1, 2013, the Participant was a Participant in this Plan and had attained age 60.
 - (c) The calculation shall be based on the Participant's marital status on his or her SERP Transfer Date (for a President or Above) or Commencement Effective Date (for a Vice President), as follows:
 - (i) Married Participant. If the Participant is married (and has been married to the same spouse for the one-year period ending on his SERP Transfer Date or Commencement Effective Date, as applicable), the Pension Plan Benefit is the monthly amount from the Pension Plan payable as of his or

her Normal Retirement Date in a qualified joint and 50% survivor annuity with his spouse as the beneficiary under the Pension Plan (and without regard to the amount, if any, actually being paid as of his Normal Retirement Date).

- (ii) Single Participant. If the Participant is not so married under subsection (a), the Pension Plan Benefit is the monthly amount from the Pension Plan payable as of his Normal Retirement Date in a single life annuity under the Pension Plan (and without regard to the amount, if any, actually being paid as of his or her Normal Retirement Date).

A Participant's Pension Plan Benefit, therefore, (i) includes the benefit the Participant would have received from the Pension Plan, had the Pension Plan not been frozen or suspended for new participants effective December 31, 2004, and (ii) is determined without regard to his or her vested status under the Pension Plan. Further, a Participant's Pension Plan Benefit, to the extent applicable, shall be based on the actuarial assumptions under the Pension Plan as in effect on December 31, 2007 (regardless if subsequently changed).

III. Section 4.5 of the Traditional SERP is hereby amended and restated as follows:

- 4.5 Social Security Benefit. For purposes of this Article, a Participant's "Social Security Benefit" means the monthly amount of his primary Social Security benefit payable as of the Participant's Normal Retirement Date, based on his or her service and earnings under the Social Security Act as of the earlier of (i) March 31, 2013, or (ii) the date of his or her Separation from Service, projected with level earnings thereafter, based on his most recent compensation with the Company and Participating Affiliates and assuming no increases in the Taxable Wage Base under the Social Security Act. A Participant's Social Security Benefit, therefore, is determined without regard to the actual amount of his monthly Social Security benefit as of his Normal Retirement Date. Notwithstanding the foregoing, with respect to a Participant who as of April 1, 2013, was a Participant in this Plan and had attained age 60, a Participant's "Social Security Benefit" means the monthly amount of his primary Social Security benefit payable as of the Participant's Normal Retirement Date, based on his or her service and earnings under the Social Security Act as of the date of his or her Separation from Service, projected with level earnings thereafter, based on his most recent compensation with the Company and Participating Affiliates and assuming no increases in the Taxable Wage Base under the Social Security Act.

IV. Section 4.8 of the Traditional SERP is hereby amended and restated as follows:

- 4.8 Promotion to President or Above. If, after January 1, 2008 and on or before March 31, 2013, a Participant who is a Vice President is promoted to a President or Above, his or her SERP Accrued Monthly Benefit as of his SERP Transfer Date shall be reduced by his or her SERP Accrued Monthly Benefit, calculated as of the date of his promotion to President or Above (his "Vice President Accrued Benefit") to reach his remaining SERP

Accrued Monthly Benefit (his "President Accrued Benefit"). The Participant's (i) Vice President Accrued Benefit shall be paid to him under the terms of Article VII or IX (as applicable), substituting his or her Vice President Accrued Benefit for his SERP Accrued Monthly Benefit thereunder and (ii) President Accrued Benefit (less his SERP Cash Account) shall be transferred to the 2008 Deferred Compensation Plan pursuant to the terms of Article VI or VIII (as applicable), by substituting his President Accrued Benefit for his SERP Accrued Monthly Benefit thereunder, but the SERP Lump Sum Amount under Article VI or VIII (as applicable) shall be paid solely in a lump sum payment (notwithstanding any contrary provision of the 2008 Deferred Compensation Plan).

V. Section 6.3 of the Traditional SERP is hereby amended and restated as follows:

6.3 SERP Lump Sum Amount. For purposes of this Article, a Participant's "SERP Lump Sum Amount" shall equal the following amount as of his SERP Transfer Date:

- (a) The actuarial present value of his SERP Accrued Monthly Benefit payable in his Normal Annuity Form (under Section 6.4), using the Actuarial Assumptions in effect for the calendar year of his Separation from Service, and calculated as a "deferred annuity" (i.e., as the actuarial present value of the foregoing benefit commencing as of his Normal Retirement Date, then discounted to the SERP Transfer Date); and
- (b) less the amount of his SERP Cash Account, reflecting only contributions through March 31, 2013, but including earnings on these amounts through the SERP Transfer Date,
- (c) Equals his SERP Lump Sum Amount (but not below zero.)

However, if the Participant's SERP Transfer Date is on or after his Normal Retirement Date, the actuarial present value of the benefit under subsection (a) shall be calculated as an "immediate annuity" (i.e., as the actuarial present value of the benefit commencing as of the Normal Retirement Date), with an increase for interest from the Normal Retirement Date to the SERP Transfer Date using the interest rate from the Actuarial Assumptions in effect for the calendar year of his Separation from Service.

Notwithstanding the foregoing, with respect to a Participant who as of April 1, 2013, was a Participant in this Plan and had attained age 60, clause (b) shall be equal to the amount of his SERP Cash Account as of the SERP Transfer Date.

VI. Section 8.3 of the Traditional SERP is hereby amended and restated as follows:

8.3 SERP Lump Sum Amount. For purposes of this Article, a Participant's "SERP Lump Sum Amount" shall equal the following amount as of his SERP Transfer Date:

- (a) The actuarial present value of his applicable SERP Death Benefit (under Section 8.4), using the Actuarial Assumptions in effect for the calendar year of the

Participant's death, and calculated as an "immediate annuity" (i.e., as the actuarial present value of the foregoing benefit commencing as of his Preretirement Date), with an increase for interest from the Preretirement Date to the SERP Transfer Date using the interest rate from the Actuarial Assumptions in effect for the calendar year of his death; and

- (b) less the amount of his SERP Cash Account, reflecting only contributions through March 31, 2013, but including earnings on these amounts through the Transfer Date,
- (c) Equals his SERP Lump Sum Amount (but not below zero.)

Notwithstanding the foregoing, with respect to a Participant who as of April 1, 2013, was a Participant in this Plan and had attained age 60, clause (b) shall be equal to the amount of his SERP Cash Account as of the SERP Transfer Date.

VII. Section 8.5 of the Traditional SERP is hereby amended and restated as follows:

8.5 Adjusted SERP Accrued Monthly Benefit. For purposes of this Article, a Participant's "Adjusted SERP Accrued Monthly Benefit" means the amount of his SERP Accrued Monthly Benefit, except as follows:

- (a) Gross Benefit. In Section 4.1(a), (i) 33.5% shall be substituted for 67% and 25% for 50% and (ii) no proration shall apply for less than 25 Years of Credited Service.
- (b) Pension Plan Benefit. In Section 4.1(b), the offset for the Pension Plan Benefit shall equal the surviving spouse's death benefit(s) under the Pension Plan, expressed as a single life annuity for the life of the surviving spouse commencing on the Participant's Normal Retirement Date (including, if necessary, after any actuarial conversion using applicable actuarial assumptions under the Pension Plan as in effect as of December 31, 2007). The foregoing surviving spouse's death benefit shall be based on (i) the Participant's surviving spouse (if the Participant had been married to the same spouse for the one year period ending on the date of his or her death) or, if the Participant is not so married, a spouse having the same age, and (ii) a Pension Plan benefit calculated in accordance with Section 4.4.
- (c) Social Security Benefit. In Section 4.1(c), no offset will apply for the Participant's Social Security Benefit.

VIII. Section 10.2 of the Traditional SERP is hereby amended and restated as follows:

10.2 Leaves of Absence, Severance Pay. A Participant's Annual Compensation and Years of Credited Service shall include leaves of absence authorized by the Company and such other periods of employment, as determined by the Committee. However, the

Participant's Annual Compensation and Years of Credited Service shall not include any period following his Separation from Service during which he receives severance pay.

Notwithstanding the foregoing, unless as of April 1, 2013, the Participant was a Participant in this Plan and had attained age 60, Annual Compensation and Years of Credited Service shall include leaves of absence only for periods on or before March 31, 2013.

* * *

NEWELL RUBBERMAID INC.

By: /s/ James M. Sweet

Title: Executive Vice President – Human Resources

Date: August 5, 2013

CERTIFICATION

I, Michael B. Polk, certify that:

1. I have reviewed this report on Form 10-Q for the quarterly period ended June 30, 2013 of Newell Rubbermaid Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2013

/s/ Michael B. Polk

Michael B. Polk

Chief Executive Officer

CERTIFICATION

I, Douglas L. Martin, certify that:

1. I have reviewed this report on Form 10-Q for the quarterly period ended June 30, 2013 of Newell Rubbermaid Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2013

/s/ Douglas L. Martin

Douglas L. Martin

Executive Vice President and Chief Financial Officer

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

In connection with the Quarterly Report of Newell Rubbermaid Inc. (the "Company") on Form 10-Q for the period ending June 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael B. Polk, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Michael B. Polk

Michael B. Polk
Chief Executive Officer
August 9, 2013

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

In connection with the Quarterly Report of Newell Rubbermaid Inc. (the "Company") on Form 10-Q for the period ending June 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Douglas L. Martin, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Douglas L. Martin

Douglas L. Martin

Executive Vice President and Chief Financial Officer

August 9, 2013

NEWELL RUBBERMAID INC. SAFE HARBOR STATEMENT

The Company has made statements in its Annual Report on Form 10-K for the year ended December 31, 2012, as well as in its Quarterly Report on Form 10-Q for the quarter ended June 30, 2013, and the documents incorporated by reference therein that constitute forward-looking statements, as defined by the Private Securities Litigation Reform Act of 1995. These statements are subject to risks and uncertainties. The statements relate to, and other forward-looking statements that may be made by the Company may relate to, but are not limited to, information or assumptions about the effects of sales (including pricing), income/(loss), earnings per share, return on equity, return on invested capital, operating income, operating margin or gross margin improvements or declines, Project Renewal, capital and other expenditures, working capital, cash flow, dividends, capital structure, debt to capitalization ratios, debt ratings, availability of financing, interest rates, restructuring, restructuring-related and organizational change implementation costs, impairment and other charges, potential losses on divestitures, impacts of changes in accounting standards, pending legal proceedings and claims (including environmental matters), future economic performance, costs and cost savings (including raw material and sourced product inflation, productivity and streamlining), synergies, management's plans, goals and objectives for future operations, performance and growth or the assumptions relating to any of the forward-looking statements. These statements generally are accompanied by words such as "intend," "anticipate," "believe," "estimate," "project," "target," "plan," "expect," "will," "should," "would" or similar statements. Forward-looking statements are not guarantees because there are inherent difficulties in predicting future results. Actual results could differ materially from those expressed or implied in the forward-looking statements. The factors that are discussed below, as well as the matters that are set forth generally in the 2012 Form 10-K and the second quarter 2013 Form 10-Q and the documents incorporated by reference therein could cause actual results to differ. Some of these factors are described as criteria for success. The Company's failure to achieve, or limited success in achieving, these objectives could result in actual results differing materially from those expressed or implied in the forward-looking statements. In addition, there can be no assurance that the Company has correctly identified and assessed all of the factors affecting the Company or that the publicly available and other information the Company receives with respect to these factors is complete or correct.

The Company is subject to risks related to its dependence on the strength of retail, commercial and industrial sectors of the economy in various parts of the world.

The Company's business depends on the strength of the retail, commercial and industrial sectors of the economy in various parts of the world, primarily in North America, and to a lesser extent Europe, Central and South America, and Asia. These sectors of the economy are affected primarily by factors such as consumer demand and the condition of the retail industry, which, in turn, are affected by general economic conditions. With continuing challenging and volatile economic conditions in the U.S., Western Europe and elsewhere, there has been considerable pressure on consumer demand, and the resulting impact on consumer spending has had and may continue to have an adverse effect on demand for the Company's products as well as its financial condition and results of operations. The Company could also be negatively impacted by economic crises in specific countries or regions, including the deterioration in the creditworthiness of, or a default by, the issuers of sovereign debt. Such events could negatively impact the Company's overall liquidity and/or create significant credit risks relative to its local customers and depository institutions. Consumer demand and the condition of these sectors of the economy may also be impacted by other external factors such as war, terrorism, geopolitical uncertainties, public health issues, natural disasters and other business interruptions. The impact of these external factors is difficult to predict, and one or more of the factors could adversely impact the Company's business.

The Company is subject to intense competition in a marketplace dominated by large retailers and e-commerce companies.

The Company competes with numerous other manufacturers and distributors of consumer and commercial products, many of which are large and well-established. The Company's principal customers are large mass merchandisers, such as discount stores, home centers, warehouse clubs, office superstores, commercial distributors and e-commerce companies. The rapid growth of these large mass merchandisers, together with changes in consumer shopping patterns, have contributed to the formation of dominant multi-category retailers and e-commerce companies that have strong negotiating power with suppliers. Current trends among retailers and e-commerce companies include fostering high levels of competition among suppliers, demanding innovative new products and requiring suppliers to maintain or reduce product prices, and delivering products with shorter lead times. Other trends are for retailers and e-commerce companies to import products directly from foreign sources and to source and sell products, under their own private label brands, that compete with the Company's products.

The combination of these market influences and retailer consolidation has created an intensely competitive environment in which the Company's principal customers continuously evaluate which product suppliers to use, resulting in downward pricing pressures and the need for big, consumer-meaningful brands, the ongoing introduction and commercialization of innovative new products, continuing improvements in category management and customer service, and the maintenance of strong relationships with large, high-volume purchasers. The Company also faces the risk of changes in the strategy or structure of its major customers, such as

overall store and inventory reductions and consolidation. The intense competition in the retail and e-commerce sectors, combined with the overall economic environment, may result in a number of customers experiencing financial difficulty or failing in the future. In particular, a failure by one of the Company's large customers would adversely impact the Company's sales and operating cash flows. As a result of these factors, the Company may experience a loss of sales, reduced profitability and a limited ability to recover cost increases through price increases.

The Company's plans to continue to improve productivity and reduce complexity and costs may not be successful, which would adversely affect its ability to compete.

The Company's success depends on its ability to continuously improve its manufacturing operations to gain efficiencies, reduce supply chain costs and streamline or redeploy nonstrategic selling, general and administrative expenses in order to produce products at a best-cost position and allow the Company to invest in innovation and brand building. In October 2011, the Company announced Project Renewal, a global initiative designed to reduce the complexity of the organization and increase investment in the Company's most significant growth platforms, and in October 2012, the Company announced an expansion of Project Renewal, designed to further simplify and align the business around two key activities — Brand & Category Development and Market Execution & Delivery. As part of the expanded program, the Company's Consumer and Professional groups were eliminated and the Company's nine global business units were streamlined into five business segments. In June 2010, the Company announced its European Transformation Plan, a program to centralize its European business and leverage the benefits of scale and to facilitate a more efficient and cost-effective implementation of an enterprise resource planning program. The Company runs the risk that these and similar initiatives may not be completed substantially as planned, may be more costly to implement than expected, or may not have the positive effects anticipated. In addition, these various initiatives require the Company to implement a significant amount of organizational change which could divert management's attention from other concerns, and if not properly managed, could cause disruptions in the Company's day-to-day operations and have a negative impact on the Company's financial results. It is also possible that other major productivity and streamlining programs may be required in the future.

If the Company is unable to commercialize a continuing stream of new products that create demand, the Company's ability to compete in the marketplace may be adversely impacted.

The Company's long-term success in the competitive retail environment and the industrial and commercial markets depends on its ability to develop and commercialize a continuing stream of innovative new products that create demand. The Company also faces the risk that its competitors will introduce innovative new products that compete with the Company's products. The Company's strategy includes investment in new product development and a focus on innovation. There are, nevertheless, numerous uncertainties inherent in successfully developing and commercializing innovative new products on a continuing basis, and new product launches may not deliver expected growth in sales or operating income.

If the Company does not continue to develop and maintain consumer-meaningful brands, its operating results may suffer.

The Company's ability to compete successfully also depends increasingly on its ability to develop and maintain consumer-meaningful brands so that the Company's retailer and other customers will need the Company's products to meet consumer demand. Consumer-meaningful brands allow the Company to realize economies of scale in its operations. The development and maintenance of such brands require significant investment in brand-building and marketing initiatives. While the Company plans to continue to increase its expenditures for advertising and other brand-building and marketing initiatives over the long term, the increased investment may not deliver the anticipated results.

Price increases in raw materials and sourced products could harm the Company's financial results.

The Company purchases raw materials, including resin, principally polyethylene and polypropylene, corrugate, steel, gold, zinc, brass and aluminum, which are subject to price volatility and inflationary pressures. The Company attempts to reduce its exposure to increases in those costs through a variety of programs, including periodic purchases, future delivery purchases, long-term contracts and sales price adjustments. Where practical, the Company uses derivatives as part of its risk management process. Also, the Company relies on third-party manufacturers as a source for its products. These manufacturers are also subject to price volatility and labor cost and other inflationary pressures, which may, in turn, result in an increase in the amount the Company pays for sourced products. Raw material and sourced product price increases may more than offset the Company's productivity gains and price increases and adversely impact the Company's financial results.

If the Company is unable to make strategic acquisitions and to integrate its acquired businesses, the Company's future growth could be adversely impacted.

Although the Company is increasingly emphasizing internal growth rather than growth by acquisition, the Company's ability to

continue to make strategic acquisitions and to integrate the acquired businesses successfully, including obtaining anticipated cost savings and operating income improvements within a reasonable period of time, remain important factors in the Company's future growth. Furthermore, the Company's ability to finance major acquisitions may be adversely affected by the Company's financial position and access to credit markets. In addition, significant additional borrowings would increase the Company's borrowing costs and could adversely affect its credit rating and could constrain the Company's future access to capital.

Circumstances associated with divestitures and product line exits could adversely affect the Company's results of operations and financial condition.

The Company continues to evaluate the performance and strategic fit of its businesses and products and may decide to sell or discontinue a business or product based on such an evaluation. A decision to divest or discontinue a business or product may result in asset impairments, including those related to goodwill and other intangible assets, and losses upon disposition, both of which could have an adverse effect on the Company's results of operations and financial condition. In addition, the Company may encounter difficulty in finding buyers or executing alternative exit strategies at acceptable prices and terms and in a timely manner. In addition, prospective buyers may have difficulty obtaining financing. Divestitures and business discontinuations could involve additional risks, including the following:

- difficulties in the separation of operations, services, products and personnel;
- the diversion of management's attention from other business concerns;
- the retention of certain current or future liabilities in order to induce a buyer to complete a divestiture;
- the disruption of the Company's business; and
- the potential loss of key employees.

The Company may not be successful in managing these or any other significant risks that it may encounter in divesting or discontinuing a business or exiting product lines.

The Company is subject to risks related to its international operations and sourcing model.

International operations, especially in Europe, but also in Asia, Central and South America, and Canada, are important to the Company's business, and the Company's strategy emphasizes international growth. In addition, as the Company sources products in low-cost countries, particularly in Asia, it is exposed to additional risks and uncertainties. Foreign operations can be affected by factors such as currency devaluation; other currency fluctuations; tariffs; nationalization; exchange controls; labor inflation; interest rates; limitations on foreign investment in local business; and other political, economic and regulatory risks and difficulties. The Company also faces risks due to the transportation and logistical complexities inherent in reliance on foreign sourcing.

Venezuela was designated as a highly inflationary economy effective January 1, 2010, and, accordingly, gains and losses resulting from the translation of the net assets (excluding nonmonetary assets) of operations in Venezuela into U.S. Dollars are recorded in earnings. In February 2013, the exchange rate for the Venezuelan currency, Bolivar Fuerte, declined approximately 15%, which adversely impacted the Company's financial results. The Company is unable to predict with certainty whether future devaluations will occur because of the economic uncertainty in Venezuela; however, future devaluations would adversely impact the Company's future financial results. See Footnote 1 of the Notes to Condensed Consolidated Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations for further information.

The inability to obtain raw materials and finished goods in a timely manner from suppliers would adversely affect the Company's ability to manufacture and market its products.

The Company purchases raw materials to be used in manufacturing its products. In addition, the Company relies on third-party manufacturers as a source for finished goods. The Company typically does not enter into long-term contracts with its suppliers or sourcing partners. Most raw materials and sourced goods are obtained on a "purchase order" basis; however, in limited cases where the Company has supply contracts with fixed prices, the Company may be required to purchase raw materials at above-market prices, which could adversely impact gross margins. In addition, in some instances the Company maintains single-source or limited-source sourcing relationships, either because multiple sources are not available or the relationship is advantageous due to performance, quality, support, delivery, capacity or price considerations. In particular, the Company's Baby & Parenting business has a single source of supply for many of its products. Financial, operating or other difficulties encountered by the Company's suppliers and/or sourcing partners or changes in the Company's relationships with them could result in manufacturing or sourcing interruptions, delays and inefficiencies, and prevent the Company from manufacturing or obtaining the finished goods necessary to meet customer demand.

Complications in connection with the Company's current information system initiative may adversely impact its results of operations, financial condition and cash flows.

The Company is in the process of replacing various business information systems worldwide with an enterprise resource planning system from SAP. Through June 30, 2013, the North American and European operations of substantially all of the Company's five segments have successfully gone live with their SAP implementation efforts. Excluding the Company's Brazil operations that went live on SAP effective April 1, 2013, the Company's Asia Pacific and Latin American operations have yet to implement SAP. This activity involves the migration of multiple legacy systems and users to a common SAP information platform. Throughout this process, the Company is changing the way it conducts business and employees' roles in processing and utilizing information. In addition, this conversion will impact certain interfaces with the Company's customers and suppliers, resulting in changes to the manner in which the Company takes orders, procures materials, schedules production, remits billings, makes payments and performs other business functions. Based upon the complexity of this initiative, there is risk that the Company will be unable to complete the implementation in accordance with its timeline and will incur additional costs. The implementation could result in operating inefficiencies, and the implementation could impact the Company's ability to perform necessary business transactions, including its ability to supply products on a timely basis. The Company's go-lives have been and will continue to be in a phased approach to reduce the risk of business disruption throughout the Company's business units and regions. However, there can be no assurance that the risk of business disruption can be eliminated with the Company's phased approach. All of these risks could adversely impact the Company's results of operations, financial condition and cash flows.

Impairment charges could have a material adverse effect on the Company's financial results.

Future events may occur that would adversely affect the reported value of the Company's assets and require impairment charges. Such events may include, but are not limited to, strategic decisions made in response to changes in economic and competitive conditions, the impact of the economic environment on the Company's sales and customer base, the unfavorable resolution of litigation, a material adverse change in the Company's relationship with significant customers or business partners, or a sustained decline in the Company's stock price. The Company continues to evaluate the impact of economic and other developments on the Company and its business units to assess whether impairment indicators are present. Accordingly, the Company may be required to perform impairment tests based on changes in the economic environment and other factors, and these tests could result in impairment charges in the future.

The Company's businesses are subject to regulation in the U.S. and abroad.

Changes in laws, regulations and related interpretations may alter the environment in which the Company does business. This includes changes in environmental, competitive and product-related laws, as well as changes in accounting standards, taxation and other regulations. Accordingly, the Company's ability to manage regulatory, tax and legal matters (including environmental, human resource, product liability, patent and intellectual property matters), and to resolve pending legal matters without significant liability could require the Company to take significant reserves in excess of amounts accrued to date or pay significant fines during a reporting period, which could materially impact the Company's results. In addition, new regulations may be enacted in the U.S. or abroad that may require the Company to incur additional personnel-related, environmental or other costs on an ongoing basis, significantly restrict the Company's ability to sell certain products, or incur fines or penalties for noncompliance, any of which could adversely affect the Company's results of operations. For example, the United States Consumer Product Safety Commission continues to advocate for more strict design standards for window blinds that if implemented, would require the Company to redesign all window blinds sold in the U.S. For certain products, redesign may not be possible or practical, and as a result, the Company would lose revenues from the sales of such products.

As a U.S.-based multinational company, the Company is also subject to tax regulations in the U.S. and multiple foreign jurisdictions, some of which are interdependent. For example, certain income that is earned and taxed in countries outside the U.S. is not taxed in the U.S., provided those earnings are indefinitely reinvested outside the U.S. If these or other tax regulations should change, the Company's financial results could be impacted.

The resolution of the Company's tax contingencies may result in additional tax liabilities, which could adversely impact the Company's cash flows and results of operations.

The Company is subject to income tax in the U.S. and numerous jurisdictions outside the U.S. Significant estimation and judgment is required in determining the Company's worldwide provision for income taxes. In the ordinary course of the Company's business, there are many transactions and calculations where the ultimate tax determination is uncertain. The Company is regularly under audit by tax authorities. Although the Company believes its tax estimates are reasonable, the final outcome of tax audits and related litigation could be materially different than that reflected in its historical income tax provisions and accruals. There can be no assurance that the resolution of any audits or litigation will not have an adverse effect on future operating results.

Product liability claims or regulatory actions could adversely affect the Company's financial results or harm its reputation or the value of its end-user brands.

Claims for losses or injuries purportedly caused by some of the Company's products arise in the ordinary course of the Company's business. In addition to the risk of substantial monetary judgments, product liability claims or regulatory actions could result in negative publicity that could harm the Company's reputation in the marketplace, adversely impact the value of its end-user brands, or result in an increase in the cost of producing the Company's products. The Company could also be required to recall possibly defective products, which could result in adverse publicity and significant expenses. Although the Company maintains product liability insurance coverage, potential product liability claims are subject to a self-insured retention or could be excluded under the terms of the policy.

If the Company is unable to access the capital markets to refinance its maturing debt, its borrowing costs could increase.

As of June 30, 2013, the Company had \$413.2 million of debt that it will be required to refinance or repay within the next 12 months. It is possible that the Company may seek to address its short-term obligations through the capital markets or other arrangements. However, access to the capital markets cannot be assured, and although the Company believes that alternative arrangements will be available to refinance these obligations, such arrangements could result in an increase in the Company's borrowing costs.

A reduction in the Company's credit ratings could materially and adversely affect its business, financial condition and results of operations.

The Company's current senior debt credit ratings from Moody's Investors Service, Standard & Poor's and Fitch Ratings are Baa3, BBB- and BBB, respectively. Its current short-term debt credit ratings from Moody's Investors Service, Standard & Poor's and Fitch Ratings are P-3, A-3 and F-2, respectively. Moody's, Standard & Poor's and Fitch have a stable outlook on their ratings. The Company cannot be sure that any of its current ratings will remain in effect for any given period of time or that a rating will not be lowered by a rating agency if, in its judgment, circumstances in the future so warrant. A downgrade by Moody's or Standard & Poor's, which would reduce the Company's senior debt below investment-grade, could increase the Company's borrowing costs, which would adversely affect the Company's financial results. The Company would likely be required to pay a higher interest rate in future financings, and its potential pool of investors and funding sources could decrease. If the Company's short-term ratings were to be lowered, it would limit, or eliminate entirely, the Company's access to the commercial paper market. The ratings from credit agencies are not recommendations to buy, sell or hold the Company's securities, and each rating should be evaluated independently of any other rating.

The level of returns on pension and postretirement plan assets and the actuarial assumptions used for valuation purposes could affect the Company's earnings and cash flows in future periods. Changes in government regulations could also affect the Company's pension and postretirement plan expenses and funding requirements.

The funding obligations for the Company's pension plans are impacted by the performance of the financial markets, particularly the equity markets, and interest rates. Funding obligations are determined under government regulations and are measured each year based on the value of assets and liabilities on a specific date. If the financial markets do not provide the long-term returns that are expected under the governmental funding calculations, the Company could be required to make larger contributions. The equity markets can be, and recently have been, very volatile, and therefore the Company's estimate of future contribution requirements can change dramatically in relatively short periods of time. Similarly, changes in interest rates and legislation enacted by governmental authorities can impact the timing and amounts of contribution requirements. An adverse change in the funded status of the plans could significantly increase the Company's required contributions in the future and adversely impact its liquidity.

Assumptions used in determining projected benefit obligations and the fair value of plan assets for the Company's pension and other postretirement benefit plans are determined by the Company in consultation with outside actuaries. In the event that the Company determines that changes are warranted in the assumptions used, such as the discount rate, expected long-term rate of return on assets, or expected health care costs, the Company's future pension and postretirement benefit expenses could increase or decrease. Due to changing market conditions or changes in the participant population, the assumptions that the Company uses may differ from actual results, which could have a significant impact on the Company's pension and postretirement liabilities and related costs and funding requirements.